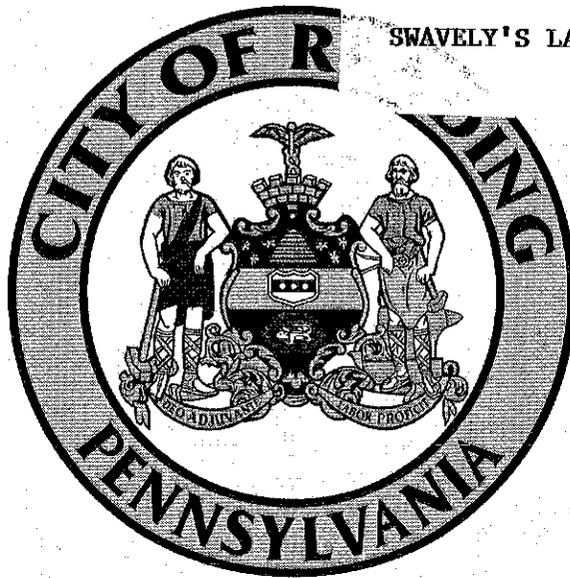


3  
2013

SPECIFICATIONS  
WEED AND VEGETATION CONTROL SERVICES AT  
CITY OWNED PARKS, PLAYGROUNDS AND  
PROPERTIES

DEPARTMENT OF PUBLIC WORKS  
CITY OF READING, PENNSYLVANIA

C O N T R A C T  
Between  
CITY OF READING  
and  
SWAVELY'S LAWN & TURF CARE, INC.



For the weed and vegetation control services at city owned parks, playgrounds and properties, Operations Division, Department of Public Works, City of Reading, Pennsylvania.

RECEIVED: 6/19/2013

REVIEWED: \_\_\_\_\_

### CERTIFICATE OF APPROPRIATION

We, Matthew Bembenick Director of Finance, and  
David Cituk City Auditor, of the City of Reading, Pennsylvania, do  
hereby certify:

That item, 01-07-71-4216  
of an appropriation to the Department of Department of Public Works

\_\_\_\_\_ for the fiscal  
year 2013 designated I the foregoing contract, involving an appropriation of money, as the  
item of appropriation upon which said contract is founded, is the item of appropriation upon  
which said contract is founded.

That the estimated amount of the expenditures to be made under said contract, **SHALL**  
**BE:** twenty-one thousand dollars and no cents DOLLARS,  
\$21,000.00

AS FOLLOWS: The weed and vegetation control services at city owned parks, playgrounds and  
properties, Operations Division, Department of Public Works

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

SWAVELY'S LAWN & TURF CARE, INC. CONTRACTOR

shall be charged against said item and that a sufficient appropriation has been made for the  
payment thereof.

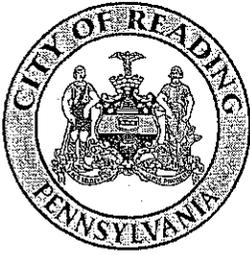
*Matthew M Bembenick*

Director of Finance

*David M. Cituk 7-1-13*

City Auditor

Reading, PA, 6/19, 20 13



CITY OF READING, PENNSYLVANIA

DEPARTMENT OF ADMINISTRATIVE SERVICES  
PURCHASING DIVISION  
ROOM 2-45  
815 WASHINGTON STREET  
READING, PA 19601-3690  
(610) 655-6207

TAMMI REINHART  
PURCHASING COORDINATOR

April 24, 2013

Swavely's Lawn & Turf Care, Inc.  
376 Eagle View Drive  
Mohrsville, PA 19541

Dear Madam or Sir:

The City of Reading has awarded you the contract for the weed and vegetation control services for the City of Reading.

This award is made in accordance with proposals received in the Office of the Purchasing Coordinator.

The City Solicitor will notify you when the necessary papers are ready for signature.

Sincerely,

Tammi Reinhart  
Purchasing Coordinator

cc: David Ruyak, Acting Operations Division Manager

DEPARTMENT OF LAW

APR 24 2013  
2:46 PM

RECEIVED

from Purchasing



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CITY OF READING, PENNSYLVANIA

NOTICE TO CONTRACTORS

The City of Reading will receive sealed proposals for weed and vegetation control services for City owned parks, playgrounds and properties at the office of the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA 19601 until 3:00 P.M., prevailing time on Friday, March 15, 2013.

Specifications and Proposal Forms for the above work can be obtained at the Office of the Purchasing Coordinator, City Hall.

Surety in the amount of ten percent (10%) of the proposal shall accompany each proposal. A certified check or proposal bond will be accepted.

The City of Reading reserves the right to accept or reject any and all proposals, and to accept or reject any part of any proposal that may not be in the public interest.

Attention is called to the fact that employees shall not be discriminated against because of race, color, age, religion, sex, national origin or sexual orientation.

Tammi Reinhart  
Purchasing Coordinator

## INSTRUCTIONS TO CONTRACTORS

### NOTICE OF LETTING

Proposals for Weed and Vegetation Control for City of Reading Parks, Playgrounds & Property, will be received by the Purchasing Coordinator until 3:00 P.M., prevailing time, on Friday, March 15, 2013, City Hall, Rm. 2-45, 815 Washington Street, Reading, PA 19601.

### PRE-PROPOSAL MEETING (if specified)

There will be no pre bid meeting for this project.

### PROPOSAL SUBMISSION

Proposals shall be submitted in duplicate on the "Proposal Forms" included in the specifications for the work, and shall be based on the specifications. Each proposal should be submitted in a sealed envelope, and shall plainly indicate on it the title of the proposal, and the date for receiving the proposals. This shall be delivered to the City Purchasing Coordinator on or before the time stated in the NOTICE TO CONTRACTORS.

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

### BONDS

Security, in the amount of ten percent (10%) of the proposal price shall accompany each proposal. This security may be a Certified or Cashier's Check, or a Proposal Bond furnished by a surety company, satisfactory to the City of Reading. The successful contractor, upon award of contract, shall furnish at the time of execution of the same, Payment Bond and a Performance Bond by a surety company acceptable to the City of Reading, in an amount equal to ONE HUNDRED PERCENT (100%) of the contract, to guarantee satisfactory performance. All bonds are subject to approval by the City Solicitor.

In case the contract is awarded to a contractor who fails to enter the contract or to deliver all required bonds and affidavits, the cash or check deposited shall become absolute property of the City; or if a bond has been deposited, it shall become payable immediately. Cash, checks or bonds deposited will be returned to unsuccessful vendors as soon as the contract is awarded, or all bids rejected.

### INSURANCE

The Contractor, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are

submitted to and approved by the City beforehand.

## 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 \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

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

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

**Worker's Compensation** – Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and

“Voluntary Compensation” endorsement, and a Waiver of Subrogation endorsement in favor of the County.

**Employer’s Liability** – with limits of not less than \$100,000 Accident – Each Accident, \$100,000 Disease – Each Employee; and \$500,000 Disease – Policy Limit.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: *City of Reading, 815 Washington Street, Reading, PA 19601*. All policies shall be in effect with companies holding an A.M. Best rating of “A-” or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

Errors and omissions insurance to cover any pollution liability incidents that may occur as a result of faulty testing procedures, methods and/or results.

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.

Please provide verification for Pesticide or Herbicide Applicator Coverage.

#### WAGES AND EMPLOYMENT REQUIREMENTS

Each bidder shall include in their proposal a statement that they pay not less than the prevailing wages, if required.

#### EQUAL EMPLOYMENT OPPORTUNITY

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

The Contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided

by the City setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Contractor, commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

#### EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

#### SUPERVISION OF WORKERS

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to 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.

The contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

#### SUBCONTRACTS

The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Subcontractor, as approved, shall be bound by the conditions of the contract between the City and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as

if the notice had been given directly to the Contractor.

#### QUALITY

Where a certain article or "Approved Equal" is specified and the contractor intends to furnish an article which the contractor considers equal to the one named, the contractor must specify in the proposal 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 City Council.

#### TIME OF COMPLETION

The contractors are herewith cautioned that the time of completion indicated in their proposal must be complied with. To insure timely completion, the successful contractor will be required to furnish adequate equipment, and qualified personnel in sufficient numbers at all times.

Where a date is set for delivery of materials or the performance of work, said materials must be delivered, or work performed, in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party will be cancelled and awarded to the next lowest responsible contractor.

#### 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 service rate of 2 ¼ mills upon the gross receipts attributable to business conducted within the City of Reading.

#### PERMITS/LICENSES

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

#### BASIS OF PAYMENT

All prices to be quoted F.O.B. Reading, PA destination. The City of Reading is tax exempt.

#### OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Contractor at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

## WITHDRAWAL OF PROPOSALS

Bidder will be given permission to withdraw any proposals after they have been received by the City's Purchasing Coordinator at his/her office, provided said request is in writing and properly signed. No proposals may be withdrawn for a period of thirty (30) days following the formal opening and receipt of proposals by City Council.

After a proposal 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 CONTACT POLICY

After the date and time established for the receipt of proposals by the city, any contact by any proposer with any city representative, other than the Purchasing Coordinator, concerning the RFP is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement action.

## CITY VENDOR PREFERENCE

Per its charter, the city reserves the right to offer a ten percent (10%) preference to a business or individual headquartered in the city.

## PROPOSAL REJECTION

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

## EXECUTION OF CONTRACT

The successful vendor 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 proposal 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

All City of Reading disbursement requests on this contract shall be based and computed on invoices submitted by the Contractor/Successful Vendor or approved representative (Manager) on a monthly basis for actual work done according to the contract specifications and City codes and approved by a City official or person representing a City official (Parks Superintendent).

The City shall have the right to withhold disbursement funds if in the City's opinion work for

which payment has been requested is of poor workmanship, contrary to any applicable codes and contract specifications, violation of appropriate paperwork requirements that are not up to date and approved for this billing period, Contractor/Successful Vendor 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.

#### NOTICE TO PROCEED

The Contractor shall begin work on the job site within five (5) days after receiving Notice to Proceed from the City.

#### DISCONTINUANCE OF WORK

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

#### CONTRACT TERMINATION

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

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The contractor is not adequately complying with the specifications.
3. The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
4. The contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
5. The contractor refuses to proceed with work when and as directed by the City.
6. The contractor abandons the work.

#### QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all firms, 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. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award of the proposal and/or any future proposal.

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office, and to be given consideration must be received in writing prior to 2:00 PM on Wednesday, February 27, 2012. Direct inquiries to:

Tammi Reinhart  
Purchasing Coordinator  
City Hall, Rm. 2-45  
815 Washington Street  
Reading, PA 19601  
FAX - (610) 655-6427  
[tammi.reinhart@readingpa.org](mailto:tammi.reinhart@readingpa.org)

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued to all prospective firms by Thursday, March 7, 2012.

Additionally, the City prohibits communications initiated by a proposer to the 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.

# **DOCUMENTS TO BE SUBMITTED WITH BID**

# CASHIER'S CHECK

## NOTICE TO CUSTOMERS

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED, STOLEN OR DESTROYED

FACE OF CHECK HAS A SECURITY VOID BACKGROUND PATTERN & MICROPRINTING BELOW THIS WARNING BAND

ARTIFICIAL WATERMARK ON REVERSE SIDE - HOLD AT ANGLE TO VIEW

# METRO BANK

3045 N. 5TH STREET HWY.  
READING, PA 19605

CITY OF READING

21 - 14156  
3/7/2013  
60-184/313

\$2,100.00

PAY TO THE ORDER OF

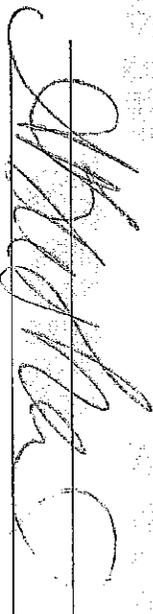
Two Thousand One Hundred Dollars and No Cents

DOLLARS

WEED & VEGETATION CONTROL

RE:

⑆ 2114156⑆ ⑆ 03130184⑆ 51 900003 8⑆



PROPOSAL

FOR

WEED & VEGETATION CONTROL SERVICES AT CITY OWNED PARKS,  
PLAYGROUNDS AND PROPERTIES

READING, PENNSYLVANIA

Proposal of

Swavelly's Lawn & Turf Care, Inc.  
(name)

376 Eagleview Dr. Mohrsville, PA 19541  
(address)

TO: Mayor Vaughn Spencer  
City of Reading  
815 Washington Street  
Reading, PA 19601

In conformity with City specifications, all as prepared by the City Division of Parks and after an examination of the sites of the work, and the Contract Documents, including the instructions to Contractors, Form of Proposal, Proposal Bond and Conditions, the undersigned submits this proposal, and encloses herewith as proposal guaranty, a Certified or Treasurer's Check, or Proposal Bond, in an amount not less than 10% of the proposal herein submitted, which it is understood will be forfeited if this proposal is accepted by the City of Reading, and the undersigned fails to furnish approved bonds and execute the contract within the time stipulated; otherwise, the guarantee will be returned.

The undersigned declares that no Member of Council, Director of Department or Division Manager, deputy thereof or clerk therein, or other officer of the City of Reading, is directly or indirectly interested as principal, surety or otherwise in this proposal or has any supervision or overall responsibility for the implementation in administration of the contract.

It is certified that the undersigned is the only person(s) interested in this proposal as principal and that the proposal is made without collusion with any person, firm, or corporation.

It is hereby agreed to execute the contract and furnish surety company bonds, on the forms enclosed in the Contract Documents, in the amount of 100% of the contract price within ten (10) days of mailing of the contract documents from the City to the Principal, and to begin work within five (5) days after receipt of Notice to Proceed from the City of Reading.

It is proposed to furnish and deliver all materials, tools, equipment, power, tests and

transportation, perform all labor, superintendence, and all means of construction, and do all incidental work, and to execute, construct and finish in an expeditious and workman-like manner, in accordance with the plans and specifications, to the satisfaction and acceptance of the Department of Parks & Public Property of the City of Reading and its Engineer or Architect, for Weed and Vegetation Control Services at the locations specified, for the total sum as herein bid:

TOTAL PRICE:

twenty one thousand  
(written)

(\$ 21,000.00 ).  
(figures)

IN WITNESS WHEREOF, this proposal has been executed this \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 20 \_\_\_\_,  
by the setting hereunto of his or its hand and seal.

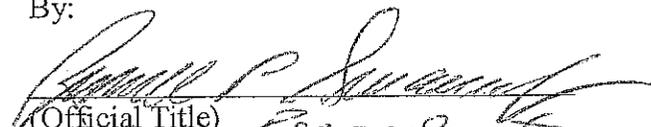
FOR INDIVIDUAL:

\_\_\_\_\_  
(Seal)

FOR CORPORATION:

Swavelly's Lawn & Turf Care, Inc  
(Name of Corporation)

By:

  
(Official Title) President

Attest:

  
(Secretary or Asst. Secretary)

FOR PARTNERSHIP:

\_\_\_\_\_  
(Name of Partnership)

By:

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Partners

FORM OF BID BOND

BOND

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

Swavely's Lawn + Turf Care, Inc 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

The City of Reading as Obligee (the "Obligee"), as

hereinafter set forth, in the full and just sum of Ten Percent of the Amount Bid Dollars (\$ 10%),

lawful money of the United States of America, for the payment of which sum we bind ourselves,

our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these

presents.

WITNESSETH THAT:

WHEREAS, the Principal herewith is submitting a Proposal to the Obligee to perform the Contract Work in connection with the construction of Lawn + Tree Service and Vegetation Control pursuant to plans, specifications and other documents constituting the Contract Documents which are incorporated into said Proposal by reference (the "Contract Documents"), as prepared by the Division of Parks, City Hall, 8th & Washington Streets, Reading, PA 19601.

WHEREAS, it is a condition of the receipt and consideration by the Obligee of said Proposal that it shall be accompanied by proposal 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 the 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.

The Principal and the Surety agree to pay to the Oblige the difference between the amount of said Proposal, as accepted by the Oblige, and any higher amount for which the required work shall be contracted for by the Oblige, together with any additional advertising costs, architect's fees, legal fees and any all other fees and expenses incurred by the Oblige 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 Oblige should not procure an executed contract with any other person for the performance of the work contemplated in said Proposal, as accepted by the Oblige, upon the same terms and conditions, other than price, as provided in the Contract Documents, within the period provided in the Contract Documents during which no proposals of contractors may be withdrawn, whether because of the lack of other proposals, or because of the inability or refusal of any other contractor to enter into an appropriate contract, or because the cost under any higher proposal would be greater than the Oblige shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay to the Oblige 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 6<sup>th</sup> day of MARCH, 2013.

(INDIVIDUAL PRINCIPAL)

\_\_\_\_\_(Seal)  
(Signature of Individual)

Witness:

\_\_\_\_\_

Trading and Doing Business as:

\_\_\_\_\_

(PARTNERSHIP PRINCIPAL)

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_  
(Name of Partnership) (Seal)

By: \_\_\_\_\_ (Seal)  
(Partner)

By: \_\_\_\_\_ (Seal)  
(Partner)

By: \_\_\_\_\_ (Seal)  
(Partner)

By: \_\_\_\_\_ (Seal)  
(Partner)

(CORPORATION PRINCIPAL)

Attest:

Debra L. Swavelly  
(Asst. Secretary)

Swavelly's Lawn & Turf Care, Inc.  
(Name of Corporation)

By: [Signature]  
(Vice) President

(Corporate Seal)

or (if appropriate)

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Officer or Auth. Rep.)

Title: \_\_\_\_\_

\*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.

Signed *Ronald J. [Signature]*  
President  
(Title)

Subscribed and sworn to before me on  
this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Title)

My commission expires:  
\_\_\_\_\_

(Corporation Surety)

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
Attorney-in-fact

Witness:  
\_\_\_\_\_

(Corporate Seal)

\*\*Attach an appropriate power of attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

## NON-COLLUSION AFFIDAVIT

### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Pennsylvania

County of Berks

Russell P. Swavely, being first duly sworn, deposes and says that:

(1) He/She is President  
(Owner, Partner, Officer, Representative or Agent)  
of Swavely's Lawn & Turf Care, Inc., the Bidder  
that has submitted the attached Bid or Bids;

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

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

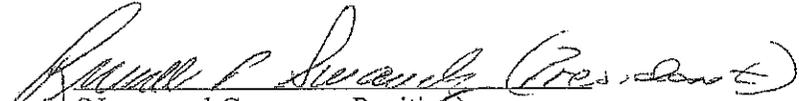
(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any 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,

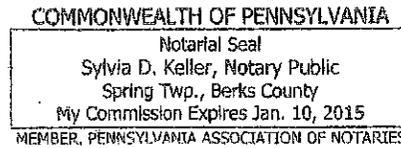
(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Bidder will be required to perform.

I state that Swavely's Lawn & Turf Care Inc. understands and acknowledges that the above  
(Name of Firm)

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 6<sup>TH</sup>  
DAY OF MARCH, 2013



  
Notary Public

My Commission Expires

SWAVELY'S LAWN & TURF CARE, INC.-- REFERENCES

1. ANTIETAM SCHOOL DISTRICT  
100 Antietam Rd.  
Reading, PA 19606  
610-779-2606  
Kyle Schaeffer
  
2. OLEY SCHOOL DISTRICT  
17 Jefferson St.  
Oley, PA 19547  
610-987-4100  
James Stock
  
3. WEST LAWN OWLS SPORTS CLUB  
2324 Monroe Ave.  
West Lawn, PA 19609  
610-678-6967  
Jay Vaughan, Pres.
  
4. READING AMERICAN LITTLE LEAGUE  
309 Reeser St.  
Leesport, PA 19533  
610-926-7794  
Craig Robinson
  
5. ALBRIGHT COLLEGE  
13<sup>TH</sup> & Union Sts.  
Reading, PA 19604  
610-921-7762  
Kevin Gaffney

# Swavely's Lawn and Turf Care, Inc.

2103 DUKE ST.

LAURELDALE, PA 19605

610-939-1526

## JOB SITE APPLICATION DESCRIPTION

Gordon, Johnson & Tulpehocken Sts. Lot--Pre-emergence in early Spring, repeat post-emergence application July/Aug. See sketch.

4th & Laurel St. Lot--Pre-emergence on gravel areas, fenceline, bldg. line, etc. See sketch.

Egelman's Baseball Field/Fenceline--Treat fenceline, backstop, infield areas and bleacher areas. See sketch.

10th & South Field/Fenceline--Treat fenceline, infield, bleacher and bank areas. See sketch.

Pendora Baseball Field & Basketball Court/Fenceline--Treat fencelines, backstop, infield and bank adjacent to fieldhouse. See sketch.

6th & Amity Softball Field & Fenceline--Treat fenceline, backstop, infield and brush outside fenceline parallel to 5th St. See sketch.

3rd & Spruce Softball Field & Street Hockey Fenceline--Treat fencelines, infield and bleacher areas. See sketch.

Neversink Playground & Field & Fenceline--Treat infield, tiered wall, fencelines and stone wall. See sketch.

Northmont Softball Field--Treat infield, bleacher areas, fencelines and backstop. See sketch.

Hillside Softball Field/Fenceline--Treat fencelines, bench areas and infield. See sketch.

11th & Pike Softball Fields & Fenceline--Treat fenceline from 11th to 12th and Pike to Amity Sts., infields and bleacher areas. See sketch.

3rd & Spring Playground & Field Wall & Fenceline--Treat fenceline and wall, bleachers and infield. See sketch.

Keffer Park Softball Field/Fenceline--Treat infield, backstop, bench areas and fenceline. See sketch.

Baer Park Field & Tennis Court--Treat infield, backstop, bleachers, basketball and tennis court fencelines. See sketch.

Schlegel Park Pool & Fenceline--Treat fenceline around pool, tennis court and bathhouse building. See sketch.

Camp Lily & Jolly & Fenceline--Treat fenceline, play equipment and pavillion. See sketch.

Angelica Baseball & Softball Fields & Fenceline--Treat infields, bench areas and fencelines. See sketch.

Brookline Softball Field--Treat infield, backstop and bench areas. See sketch.

# Swavely's Lawn and Turf Care, Inc.

2103 DIKE ST  
LAURELDALE, PA 19605  
610-939-1526

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Schlegel Park Softball Fields & Fenceline--Treat infields, fencelines and bench areas. See sketch.

Schlegel Park Baseball Field, Tennis Court & Fenceline--Treat infield, bleachers, backstop, tennis court and fenceline. See sketch.

2nd & Oley Playground Fenceline--Treat fenceline and any breakthroughs in macadam. See sketch.

Reading Iron Playground & Fenceline--Treat fenceline, infield and play areas. See sketch.

9th & Marion Playground Fenceline--Treat fenceline and any breakthroughs in macadam. See sketch.

12th & Chestnut Playground--Treat fenceline, wall and play area. Caution with neighbors. See sketch.

Lance Place Playground Fenceline--Treat fenceline. See sketch.

E.J. Dives Softball Field & Fenceline--Treat infield, bench areas, backstop and fencelines. See sketch.

City Park Tennis Court & Fenceline--Treat fencelines and tennis court areas. See sketch.

Division & Schiller Sts. Playground--Treat fencelines and play areas. See sketch.

Mt. Penn Roadways (Within City Limits), Stone Walls, Pagoda Area--Treat around Pagoda bldg., stone walls on Skyline Dr., from Pagoda to Bingaman Rd., Oak Lane to Richmond St., List Rd., to Hill Rd. See sketch.

Duryea Drive & 13th Street Guard Rails, Gutters--Treat Duryea roadway gutters, lower portion of banks where it is encroaching onto roadway. Treat Duryea from 13th St. to Pagoda, 13th St. Extension on west side only from Walnut S. to Duryea Dr. See sketch.

Tower Bank--Apply growth regulator/weed control combination to bank area as shown on sketch.

Schuylkill Ave. Lot-400 Block--Treat vacant lot with soil sterilent, or pre-emergence. Location of lot shown on sketch.

Pendora Park Roadway & Bank--Treat roadway adjacent to creek, poison ivy control in park, fenceline and macadam area of tennis court. See sketch.

Riverfront Drive, Buttonwood to Front, Carpenter to 4th, Lot on Minor St.--Treat concrete islands on Riverfront and stone/gravel lot between Carpenter and S. 4th Sts. See sketch.

# Swavely's Lawn and Turf Care, Inc.

2103 DUKE ST. LAURELDALE, PA 19605 610-939-1526

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City Park Shrub Beds, 11th & Penn Sts.--Apply pre-emergence on ivy beds and post emergence throughout season. Minimum of four applications. See sketch.

City Park Rose Garden Shrub Beds--Apply pre-emergence in rose beds and post-emergence throughout season. Minimum of four applications. See sketch.

City Park Steep Bank Areas--Behind Bandshell, 11th St. (Penn St. to Washington St.), 12th St. (Washington St. to Walnut St.), 13th St. Extension, East Side--Apply growth regulator/weed control combination to bank areas as shown on sketches.

Hillside Playground, Bank Along Parking Lot--Apply growth regulator/weed control to bank along 14th St., adjacent to playground. See sketch.

6th & Canal Lot Banks--Apply growth regulator/weed control to bank areas on lot between 6th and Minor Sts. See sketch.

6th & Canal Roadway--Treat brush from Heritage Park to Reading Industries entrance. Treat from curb to top of wall. Prevent vegetation from encroaching into street. See sketch.

Northmont Blvd. Bank--Apply growth regulator/weed control to bank area. See sketch.

Penn Street Bridge--Apply pre-emergent on both N. and S. pavement areas, gutters and island the full length of bridge. See sketch.

13th & Spring Island, City Park Pkmt. on 11th St., & Brick Pkmt. at City Hall--Treat pavement from Penn to Washington S., treat brick pavement at City Hall, and treat island. See sketch.

Bingaman Court--Treat the Linden trees on the court with Merit insecticide. Method of treatment is by soil injection. See sketch.

Lincoln Street Garage--Treat fenceline, bank, storage area, and the building line. See sketch.

Station Lot--Treat lot from Franklin to Chestnut Sts., and Plum to S. 7th Sts. See sketch.

Buttonwood & Bingaman St. Bridges--Treat pavement and gutter areas as well as the side, or entrance areas to bridges where applicable. See sketch.

Schuylkill Ave. Bridge--Treat sidewalks and gutter areas, as well as the approach ramps. See sketch.

Baer Park, Steep Bank--Apply growth regulator/weed control to steep banks along River Road at tennis courts, and along Clinton St. to gate at park as shown on sketch.

Keffer Park, Steep Bank Along Outfield--Apply growth regulator/weed control to bank areas as shown on sketch.

# Swavely's Lawn and Turf Care, Inc.

2103 DUKE ST. LAURELDALE, PA 19605 610-939-1526

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Neversink Playground, Fairview St. Bank--Apply growth regulator/weed control to bank areas along stone wall and west side of fence. See sketch.

Angelica Ribbon Rail along Road--Treat rail along Morgantown Road, and the rail along the roadway that meanders through the park. See sketch.

Gutters along 2nd St. & Berks Packing all the way to Heritage--Treat gutters as well as the island areas along this route. See sketch.

Egelman's Park Banks--Apply growth regulator/weed control to bank areas at dam breast and caretaker's house.

Egelman's Park Storage Facility--Treat vegetation on lot, around bldg., trailers, equipment, etc.

Public Works Facility--Treat fencelines, brick pavement, walls, equipment and vehicle parking areas.

WWTP--Treat fences, bldgs., pits, tanks, manholes, structures, banks around intermediate & final clarifiers.

6th & Canal Pump Station--Fencelines, roadways, walkways, stone lot, walls, pits, tanks, growth regulator on steep banks.

18th Ward Pump Station--Fencelines, roadway, stone areas, around bldgs., tanks, structures, etc.

19th Ward Pump Station--Fencelines, roadway, stone areas, around bldgs., tanks, structures, etc.

West Reading Pump Station--Fence lines, roadways, walkways, stone areas, bldgs., pits, tanks and structures.

# CONTRACT DOCUMENTS

CONTRACT

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

THIS AGREEMENT, made and concluded this 10<sup>th</sup> day of July, in the year two thousand and thirteen, 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. /\*SWAVELY'S LAWN & TURF CARE, INC.

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 March 6, 2013 and hereto attached, to furnish all the material, machinery, equipment, tools, labor and transportation, except as hereinafter otherwise provided, at his own cost, necessary or proper for the purpose of executing the work embraced in this contract in a good, substantial and workmanlike manner, and in strict accordance with the specifications pertaining to this contract a herein contained.

PARTS OF CONTRACT. The Location Map; Notice to Contractors; Bid Instructions; Documents to be Submitted with Bid; Contract Documents; Documents to be Submitted During the Course of the Contract; Wage Rate Determinations; Notice of Preconstruction Requirements and Pre-Construction Conference Questionnaire; Affirmative Action Requirements; General Provisions; Supplementary General Terms and Conditions; Technical Specifications; Supplementary Technical Specifications; and Correspondence and Supportive Documentation shall each form a part of the Contract.

THE CONTRACT SUM. The City shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: TWENTY-ONE THOUSAND DOLLARS AND 00/100----- (state here the lump sum amount, unit prices, or both as desired in individual cases.) (\$21,000.00)

/\* Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

/\*For the weed and vegetation control services at city owned parks, playgrounds and properties, Operations Division, Department of Public Works.

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 Parks & Public Buildings, or other applicable Director, so to do and to complete the entire work not later than October 31, 2004 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 five (5) days of receipt of written notice from the applicable Director, to do so. If the Contractor fails to complete and finish the work in conformity with the terms and provisions of this Contract within the time herein before 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 justifiable delay, the City shall extend the time for completion of said work as provided for in Article G.7, but no extension of time for any reason beyond the time fixed herein for the completion of the work shall be deemed a waiver by the City of the right to abrogate this Contract for abandonment for delay.

LIENS. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lien thereof, and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

BASIS OF CONTRACT. This contract is founded on 01-07-71-4216

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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.

Has caused this agreement to be executed by its President and its corporate seal to  
be hereunto affixed, duly attested to by its Secretary.

the day and year first above written.

CITY OF READING

BY: /s/ Vaughn D. Spencer  
Mayor

ATTEST:

/s/ Linda A. Kelleher  
City Clerk

Signed and Sealed in the Presence of

SWAVELY'S LAWN & TURF CARE, INC.  
CONTRACTOR

J. Bruce P. Swavely  
PRESIDENT

Debra L. Swavely  
SECRETARY

CONTRACT NO. \_\_\_\_\_

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

Selective Insurance Company of America Form To Be Used When Bonding Only One  
Year Of A Multi-year Contract

Bond No. B 1131534

KNOW ALL MEN BY THESE PRESENTS, That we, Swavely's Lawn & Turf Care Inc

376 Eagleview Drive Mohrsville, PA 19541 (hereinafter called the Principal),  
and Selective Insurance Company of America, a corporation of the State of New Jersey and whose principal office is  
located in Branchville, State of New Jersey (hereinafter called the Surety), are held and firmly bound unto  
City of Reading

815 Washington Street Reading, PA 19601  
(hereinafter called the Obligee), in the full and just sum of

Twenty One Thousand Dollars

Dollars \$ 21000

to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of  
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bonded Principal has entered into a certain written contract with the above mentioned  
Obligee dated March 6th 2013

to Weed & Vegetation Control Services at City Owned Parks, Playgrounds and Properties

for a period of 3 years which contract is hereby referred to and made a part hereof as fully and to the  
same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of  
only one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden  
Principal shall well and truly keep, do and perform, each and every, all and singular the matters and things in said contract  
set forth and specified to be by the said Principal kept, done and performed, at the time and in the manner in said contract  
specified during the term of this bond, and shall pay over, make good and reimburse to the above named Obligee, all loss  
and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this  
obligation shall be void, otherwise to be and remain in full force and effect.

Provided, however, that this bond is subject to the following conditions and provisions:

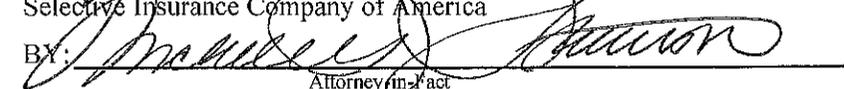
1. This bond is for the term beginning March 6th 2013  
and ending March 6th 2014
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall  
be liable only for the loss to the Obligee due to actual excess costs of performance of the contract up to the  
termination of the term of this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth; shall be had or maintained against the Surety  
on this instrument unless same be brought or instituted and process served upon the Surety within six months after  
the completion of the contract.
4. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by  
the Surety.

Signed and sealed this 17th day of May, 2013

Swavely's Lawn & Turf Care Inc

BY: 

Selective Insurance Company of America

BY: 

Attorney-in-Fact

Michelle R. Patterson



**SELECTIVE®**

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

BondNo.B 1131534

**POWER OF ATTORNEY**

Class A-1 Performance Bond

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Michelle R. Patterson**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Twenty One Thousand Dollars (\$21,000.00)**

Signed this 17th day of May, 2013

SELECTIVE INSURANCE COMPANY OF AMERICA

By: Timothy A. Marchio  
Timothy A. Marchio  
Its VP, Bond Department



STATE OF NEW JERSEY :

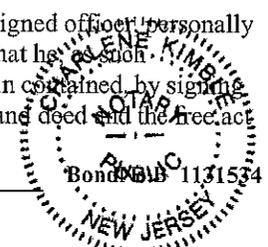
:ss. Branchville

COUNTY OF SUSSEX :

On this 17th day of May, 2013 before me, the undersigned officer personally appeared Timothy A. Marchio, who acknowledged himself to be the Vice President of SICA, and that he, such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President and that the same was his free act and deed and the free act and deed of SICA.

**Charlene Kimble**  
Notary Public of New Jersey  
My Commission Expires 6/2/2016

Charlene Kimble  
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

**CERTIFICATION**

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 17th day of May, 2013

Michael H. Lanza  
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

CERTIFIED COPY



Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

BondNumberB 1131534

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2011, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$507,390,233	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

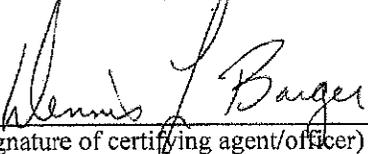
<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$50,739,000	July 1, 2012

(4) The amount of the bond to which this statement and certification is attached is  
\$ 21,000.00

**CERTIFICATE**

**(To be completed by an authorized certifying agent/officer for each surety on the bond)**

I, Dennis L. Barger, as Senior Vice President, Chief Underwriting Officer, Commercial Lines for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

  
\_\_\_\_\_  
(Signature of certifying agent/officer)

Dennis L. Barger  
\_\_\_\_\_  
(Printed name of certifying agent/officer)

Sr. Vice President, Chief Underwriting Officer, Commercial Lines  
\_\_\_\_\_  
(Title of certifying agent/officer)

Dated: May 17th 2013  
\_\_\_\_\_  
(month, day, year)



SELECTIVE®

ALL NOTICES REGARDING CLAIMS AGAINST  
THIS BOND MUST BE MAILED OR FAXED TO:

SELECTIVE INSURANCE COMPANY OF AMERICA  
Attention: BOND CLAIMS  
P.O. Box 7266  
London, KY 40742

Telefax: 866-324-3471

Phone: 866-455-9969

## **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

The Terrorism Risk Insurance Act of 2002 establishes a program within the Department of the Treasury under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that to be certified an act of terrorism the event must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States.

Coverage for acts of terrorism is already included in your current bond. In accordance with the federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the coverage for terrorist acts certified under that Act.

### **DISCLOSURE OF PREMIUM**

Your current bond includes coverage for terrorist acts certified under the Act for no additional premium.

### **DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

PERFORMANCE BOND

Know all men by these presents that we, SWAVELY'S LAWN & TURF CARE, INC. herein after called the Principal, and \_\_\_\_\_, hereinafter called the SURETY, a corporation organized and existing under the laws of the state of Pennsylvania are held and firmly bound unto the City of Reading, hereinafter called the OBLIGEE, as hereinafter set forth, in the full and just sum of /\* \_\_\_\_\_ Dollars & 00/100 (\$21,000.00), 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.

/\*TWENTY-ONE THOUSAND DOLLARS AND 00/100-----  
WITNESSETH THAT:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain proposal, dated March 6, 20 13, to perform the WORK for the OBLIGEE, in connection with the for the weed and vegetation control services at city owned parks, playgrounds and properties, Operations Division, Department of Public Works.

WHEREAS, the OBLIGEE is a "contracting body" under provisions of the Act of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors Bond Law of 1967", PL 869 (the Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the PRINCIPAL shall furnish this BOND to the OBLIGEE, with this Bond to become binding upon the award of the CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL; and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided, inter alia, that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL in accordance with the PROPOSAL, then the PRINCIPAL and the OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL and any SUBCONTRACTOR of the PRINCIPAL to whom any portion of the WORK shall be subcontracted, and if all assignees of the PRINCIPAL and of any such SUBCONTRACTOR, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the

WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, for material furnished or labor supplied or labor performed, then this BOND shall be void; otherwise, this BOND shall be and shall remain in force and effect.

This BOND, 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, 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, act of forbearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY cause this bond to be signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_, 2013.

(INDIVIDUAL PRINCIPAL)

\_\_\_\_\_(Seal)  
(Signature of Individual)

Witness:

\_\_\_\_\_

Trading and Doing Business as:

\_\_\_\_\_

(PARTNERSHIP PRINCIPAL)

\_\_\_\_\_  
(Name of Partnership) (Seal)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Partner)

(CORPORATION PRINCIPAL)

Attest:

*Debra L. Swavely*  
\_\_\_\_\_  
(Asst. Secretary)

SWAVELY'S LAWN & TURF CARE, INC.  
(Name of Corporation)

By: *Robert Swavely*  
\_\_\_\_\_  
(Vice) President

(Corporate Seal)

or (if appropriate)

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Officer or Auth. Rep.)

Title: \_\_\_\_\_

\*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.

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.

PAYMENT BOND

Know All Men by These Presents That We, SWAVELY'S LAWN AND TURF CARE, INC.  
(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 the City of Reading, hereinafter called the OBLIGEE, as hereinafter set forth, in TWENTY-ONE THOUSAND DOLLARS AND the full and just sum of 00/100----- dollar (\$ 21,000), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Witnesseth That:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated March 6, 20 13, to perform the WORK for the OBLIGEE, in connection with the weed and vegetation control services at city owned parks, playground and properties, Operations Division, Department of Public Works.

as set forth in the CONTRACT, DOCUMENTS; and \_\_\_\_\_  
Public Affairs, City of Reading, Pennsylvania.

WHEREAS, the OBLIGEE is a "contracting body" under provisions of the Act of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known as and cited as the "Public Works Contractors" Bond Law of 1967", P L 869 (the Act"): and

WHEREAS, the Act, in section 3(a), requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the PRINCIPAL shall furnish this BOND to the OBLIGEE, with this BOND to become binding upon the award of a CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL: and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided, inter alia, that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL in accordance with the PROPOSAL then the PRINCIPAL and the OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL and any SUBCONTRACTOR of the PRINCIPAL to whom any portion of the WORK shall be subcontracted, and if all assignees of the PRINCIPAL and of any such SUBCONTRACTOR, promptly shall pay or shall cause to be paid, in full all money which may be due any claimant supplying labor or materials in the prosecution and performance of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, for material furnished or labor supplied or labor performed, then this BOND shall be void; otherwise, this BOND shall be and shall remain in force and effect.

This BOND, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the PRINCIPAL or to any SUBCONTRACTOR of the PRINCIPAL in the prosecution of the WORK covered by the CONTRACT DOCUMENTS, including any amendment, extension or addition thereto. The term "claimant", where used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when he equipment rented is actually used at the site of the WORK covered by the CONTRACT. As required by the Act, the provisions of this BOND shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the CONTRACT DOCUMENTS.

As provided and required by the Act, the PRINCIPAL and the SURETY agree that any claimant, who has performed labor or furnished material in the prosecution of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the last day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this BOND, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that:

(a) Any claimant who has a direct contractual relationship with any SUBCONTRACTOR of the PRINCIPAL, but has no contractual relationship, express or implied, with the PRINCIPAL, may institute an action upon this BOND only if such claimant first shall have given written notice, served in the manner provided in the Act, to the PRINCIPAL, within ninety (90) days from the date upon which such claimant performed in the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount

claimed and the name of the person for whom the WORK was performed or to whom the material was furnished; and

(b) No action upon this BOND shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and

(c) Every action upon this BOND shall be instituted either in the appropriate court of the County where the WORK is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States District Court for the district in which the PROJECT, to which the CONTRACT relates, is situated, and not elsewhere.

This BOND is executed and delivered under and subject to the Act, to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND; and the SURETY for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the PRINCIPAL is a foreign corporation (incorporated under the laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this BOND are and shall be that the PRINCIPAL or the SURETY shall not be discharged from liability on this BOND, nor this BOND surrendered until such PRINCIPAL files with the OBLIGEE a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said PRINCIPAL or any foreign corporation,

SUBCONTRACTOR thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

In Witness Whereof, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20 13.

(INDIVIDUAL PRINCIPAL)

\_\_\_\_\_  
(Signature of Individual) (Seal)

Witness:

\_\_\_\_\_

Trading and Doing Business as:

\_\_\_\_\_

(PARTNERSHIP PRINCIPAL)

\_\_\_\_\_  
(Name of Partnership) (Seal)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Partner)

(CORPORATION PRINCIPAL)

Attest:

Debra L. Swavely  
(Asst. Secretary)

SWAVELY'S LAWN & TURF CARE, INC.  
(Name of Corporation)

By: [Signature]  
(Vice) President

(Corporate Seal)

or (if appropriate)

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Officer or Auth. Rep.)

Title: \_\_\_\_\_

\*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.

Signed \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me on

this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_

\_\_\_\_\_  
(Title)

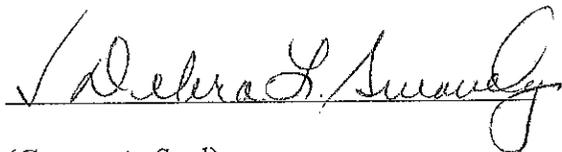
My commission expires:

\_\_\_\_\_  
(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.

STATEMENT

Accepting Provisions of the Workers' Compensation Act

STATE OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF BERKS )

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.

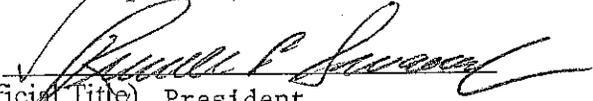
For Individual

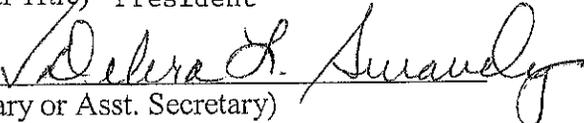
\_\_\_\_\_ (Seal)

For Corporation

SWAVELY'S LAWN & TURF CARE, INC.

(Name of Corporation)

By:   
(Official Title) President

Attest:   
(Secretary or Asst. Secretary)

For Partnership

\_\_\_\_\_  
(Name of Partnership)

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Partners)

\_\_\_\_\_  
(Name of Insurance Company)

By:   
Attorney-in-Fact

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

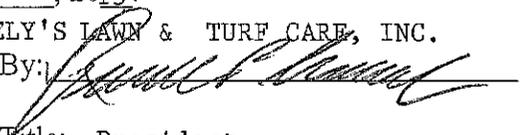
WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated March 6, 2013, providing for the weed and vegetation control services at city owned parks, playgrounds and and properties, Operations Division, Department of Public Works

\_\_\_\_\_  
City of Reading, Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, /\* \_\_\_\_\_, as well as in further consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to the said /\* \_\_\_\_\_ by the City of Reading, receipt whereof is hereby acknowledged, the said /\* \_\_\_\_\_ agrees to indemnify and save harmless the CITY OF READING, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

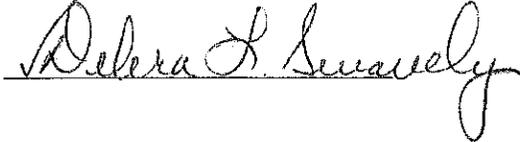
EXECUTED this 17th day of May, 2013.

/\*SWAVELY'S LAWN & TURF CARE, INC.

By: 

Title: President

ATTEST:



\_\_\_\_\_  
Secretary

(Title)

13-15160

STIPULATION AGAINST LIENS

WHEREAS, SWAVELY'S LAWN & TURF CARE, INC., hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated March 6, 2013, with City of Reading hereinafter called the CITY, to provide materials and perform labor necessary for the weed and vegetation control services at city owned parks, playgrounds and ~~properties, Operations Division, Department of Public Works~~ as set forth in the CONTRACT DOCUMENTS.

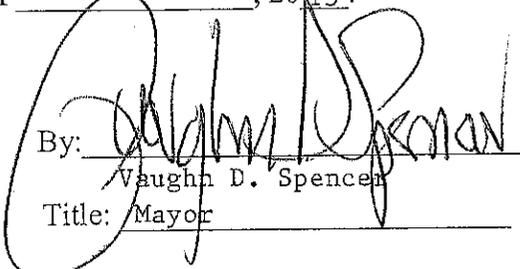
NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above contract.

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 11th day of June, 2013.

(SEAL)

CITY OF READING  
(CITY OF READING)

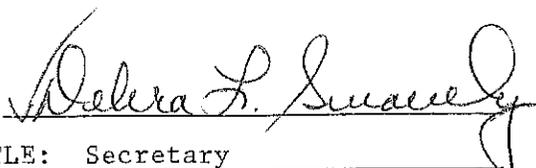
By:   
Vaughn D. Spence  
Title: Mayor

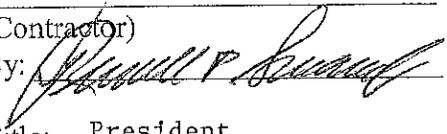
ATTEST:

By:   
Linda A. Kelleher  
Title: City Clerk

(SEAL)

ATTEST:

BY:   
TITLE: Secretary

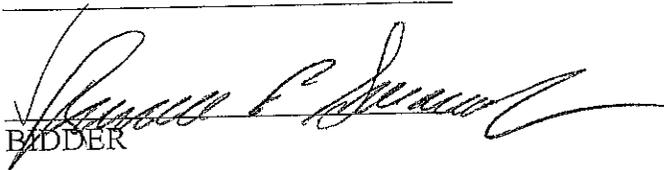
SWAVELY'S LAWN & TURF CARE, INC.  
(Contractor)  
By:   
Title: President

RECEIVED  
PROTHONOTARY'S OFFICE  
2013 JUN 11 A M 25  
BERKS COUNTY, PA  
MARIANNE R. SUTTON  
PROTHONOTARY

## 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.

SWAVELY'S LAWN & TURF CARE, INC.

  
BIDDER

President

TITLE

NOTICE TO PROCEED

TO:

Project \_\_\_\_\_

Contract No. \_\_\_\_\_

Amount of Contract \_\_\_\_\_

You are hereby notified to commence work on the referenced contract on or before \_\_\_\_\_, 20\_\_\_\_, and shall fully complete all of the work of said contract within \_\_\_\_\_ consecutive calendar days thereafter. Your completion date is therefore \_\_\_\_\_, 20\_\_\_\_.

The contract provides for an assessment of the sum of \$ \_\_\_\_\_ as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of foregoing Notice to Proceed is hereby acknowledged

By \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

# GENERAL PROVISIONS

## GENERAL PROVISIONS

G.1 SUB-HEADINGS. The paragraph headings are inserted in these provisions and the following specifications for convenience only and shall not be considered as interpreting or limiting the application of paragraphs.

G.2 DEFINITIONS. The following terms and expressions used in this contract and specifications shall be understood as follows:

The expression "The City" shall mean the City of Reading, Pennsylvania, the party of the first part to this contract.

The word "Engineer" shall mean the Engineer, Architect, or other official in direct charge of the work for the City or his authorized representative as designated by the applicable Director.

The word "Inspector" shall mean an inspector of the City assigned to the inspection of materials, structures and workmanship under this contract.

The word "Contractor" shall mean the party of the second part to this contract, whether a corporation, partnership, or individual.

The word "Specifications" shall mean the specifications describing the work, the drawings, and the general provisions.

The word "Drawings/Plans" shall mean the general drawings, plans, maps, diagrams or illustrations accompanying these specifications, and such supplementary drawings as may be furnished from time to time.

The term "Materials" as used herein includes, in addition, to materials incorporated in the project used or to be used in the operation thereof, equipment and other materials used and/or consumed in the performance of the work.

Wherever in the specifications the words "to be," "to be done," "if," "as," "directed," "required," "permitted," "ordered," "instructed," "designated," "considered necessary," or words of like import are used, it shall be understood that the direction, requirement, permission, order, instruction, designation or decision of the Engineer is intended, and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, acceptable or satisfactory to, the applicable Director or the Engineer, unless the context show that another meaning is plainly intended.

G.3 SPECIFICATIONS AND DRAWINGS. The specifications and drawings are intended to cover all of the work that is known to be required to effect a complete installation. They are intended to be mutually explanatory of each other, but should any discrepancy or inconsistency appear or any misunderstanding arise as to the import of anything contained in either the specifications or the drawings, the interpretation of the doubtful portions will be made by the Engineer, whose decision shall, in all cases, be final and binding on the Contractor.

Any materials or workmanship obviously necessary to satisfactory completion shall be furnished and installed whether or not specifically shown or mentioned. Any corrections of errors or omissions in the specifications or drawings, or both, may be made by the Engineer when such correction is necessary for the proper fulfillment of their intention as determined by him/her. Figures shall have preference over scale in reading dimensions. Copies of the specifications and drawings shall be kept constantly at the work. Any supplementary or detail drawings which may be made by the Engineer subsequent to the date of this contract, relating to the work herein contemplated, as showing more particularly the details of the work to be done, or specifications and the drawings furnished by the Contractor and approved by the Engineer, are, and are to be held to be, controlling parts of this contract insofar as they do not conflict with other provisions of the contract.

If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omissions in the plans or in the layout as given by the points and instructions furnished by the Engineer, it shall be his duty to inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

G.4 ENGINEER TO DECIDE. All work under this contract shall be done in a manner acceptable to the Engineer, who shall determine the amount, quality, acceptability and fitness of the several kinds of work and material which are to be paid for hereunder, and shall decide all questions which may arise as to measurements of quantities and the fulfillment of the conditions of this contract on the part of the Contractor.

G.5 WORK TO BE DONE IN ACCORDANCE WITH SPECIFICATIONS AND DRAWINGS. The work at all stages of its completion must conform with the specifications and drawings and with the lines and grades and other instructions of the Engineer, as given from time to time during the progress of the work. In no case will any work in excess of the requirements of the drawings as interpreted by the Engineer be paid for unless authorized in writing by the Engineer.

G.6 RIGHT TO MAKE CHANGES IS RESERVED. The City reserves the right to make alterations in the location, lines, grade, plan, form dimensions, numbers or materials of the work herein contemplated, either before or after the commencement of construction. If such alterations diminish the amount of work to be done, they shall not form the basis for a claim for damage or for loss of anticipated profits from the work which may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity of work actually done and at prices stipulated for such work under this contract. All work actually done under a unit price (where applicable) contract, whether more or less than the quantity estimated or specified, shall be paid for by the determined units, on the basis of the bid per unit in the proposal.

G.7 EXTENSION OF TIME. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City, or by City employees, or by any other contractor employed by the City, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any cause which the Engineer shall decide to justify the delay, then the time of completion

shall be extended for such reasonable time as the Engineer may decide subject to the approval of the applicable Director.

No such extension shall be made for delay due to rejection of defective materials or workmanship or for any delay occurring more than seven (7) days before claim therefore is made in writing to the Engineer. In the case of a continuing cause of delay, only one claim is necessary.

If no schedule or agreement stating dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed because of any delay in the furnishing of drawings to the Contractor.

**G.8 ADEQUATE PLANT AND METHODS.** The Contractor shall furnish such construction plant and use such methods and appliances as will secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time specified. Before starting the installation of the construction plant, the Contractor shall submit to the Engineer, for approval, a plan showing the general arrangement of the plant to be installed and the proposed facilities for storage of materials and equipment. If at any time the plant or any portion of it shall appear to the Engineer to be, or likely to become, inadequate, incomplete, faulty or unsafe, the Contractor shall promptly obey the orders of the Engineer to supplement or to remove or replace the same; but the failure of the Engineer to issue such orders shall not relieve the Contractor of his responsibility for the efficiency, adequacy and safe operation of the plant.

He shall cover and protect his work from damage, and all injury to the same, before completion of the contract.

He shall be financially responsible for all damage to the party of the first part or its property, to other contractors, to the neighboring premises, or to any private or personal property, for any cause whatsoever, during the period of the contract.

**G.9 WORKERS.** The Contractor shall employ only competent and skillful employees to do the work, and whenever the Engineer shall notify the Contractor, in writing, that any person on the work is, in his/her opinion, incompetent, unfaithful or disorderly, uses threatening or abusive language to any official having supervision of the work, or is in any other way unsatisfactory, such person shall be discharged from the work and shall not again be employed on it except with the consent of the Engineer.

Neither party shall employ or hire any employee of the other party without the latter's consent.

**G.10 WAGES.** All employees directly employed on this work shall be paid wages which shall in no event be less than the minimum hourly wage rates for skilled, semi-skilled, and unskilled labor prescribed by the Council of the City of Reading, in accordance with Bill No. 33 and/or the Commonwealth of PA Prevailing Wage Act, P.L. 987 as may be amended.

**G.11 PENALTY FOR FAILURE TO LIVE UP TO MINIMUM WAGE CONTRACT.** A penalty shall be exacted from the Contractor in an amount equal to twice the difference between the minimum wage contained in the prescribed wage rates, and the wage actually paid to each

laborer or mechanic for each day during which he has been employed at a wage less than that prescribed.

**G.12 INSPECTORS TO REPORT VIOLATIONS.** Every person assigned as an Inspector of the work to be performed under this contract, in order to aid in enforcing the fulfillment of the minimum wage requirements thereof, shall, upon observation or investigation, report to the applicable Director, all violations of minimum wage stipulations, together with the name of each laborer or mechanic who has been paid a wage less than that prescribed, and the day or days of such violation.

**G.13 PENALTIES TO BE WITHHELD FROM MONEYS DUE THE CONTRACTOR.**  
All minimum wage violation penalties shall be withheld and deducted for the use of the City from any moneys due the Contractor by the City; provided, that if the Contractor subsequently pays to all laborers and mechanics the balance of the amounts stipulated as minimum wages, the City shall pay to the Contractor the amounts so withheld.

**G.14 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES.** The Contractor hereby assumes all responsibility for himself/herself, his/her agents and employees growing out of connection with the execution of the work called for by this contract, for the violation of, City ordinances and the laws governing contract work in the Commonwealth of Pennsylvania. The Contractor further agrees to hold the City of Reading harmless from all responsibility for employees on this work under the Workmen's Compensation Act of the Commonwealth of Pennsylvania, and to carry insurance on his/her employees, as provided thereby.

**G.15 CONTRACTOR REPRESENTED ON THE WORK.** The Contractor shall give personal attention constantly to the faithful prosecution of the work and shall be present, either in person or by a competent superintendent, on the site of the work, continuously during its progress. Such representative shall have authority to receive and to act without delay upon all instructions of the Engineer or assistants in the prosecution of the work in conformity with the contract.

Insofar as it is practicable, all orders given by the Engineer to the Contractor shall be in writing. In those cases where orders are given orally they shall be confirmed in writing. Orders or directions, written or oral, from the Engineer, delivered to the Contractor's office shall be considered as delivered to the Contractor.

**G.16 REPRESENTATIVE MUST BE PRESENT.** In case the Engineer or a representative may at any time have occasion to give directions regarding the work for the reason that the same is not, in the Engineer's opinion, being carried out in accordance with the provisions of this contract, and should there be no responsible representative of the Contractor on the ground empowered to receive such instructions, the Engineer or a representative shall order that particular portion of the work to be stopped until such representative of the Contractor appears and receives instructions. It is hereby agreed that suspensions of the work for such cause shall not entitle the Contractor to claims for damage of any kind, nor to an extension of the time in which to complete the work to be done under this contract.

**G.17 LEGAL ADDRESS OF CONTRACTOR.** The address given in the bid or proposal upon which this contract is based is hereby designated as the legal address where all notices, letters

and other communications to the Contractor shall be mailed or delivered prior to the beginning of the work provided for in this contract. The delivery at the above-named place, or depositing in a post-paid wrapper directed to the above place, in any post office box regularly maintained by the post office, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor and the date of said service shall be the date of such delivery or mailing.

G.18 CHANGE IN ADDRESS. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

G.19 LAWS, ORDINANCES AND REGULATIONS. The Contractor shall be fully informed as to all laws, ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction over the same, if any discrepancy or inconsistency shall be discovered in this contract, specifications or drawings, in relation to any such law, ordinance, population, order or decree, the contractor shall immediately report the same in writing to the Engineer. At all times the Contractor shall observe and comply with all laws, ordinances, regulations, orders and decrees which may be in effect during the progress of this contract; and shall indemnify and save harmless the City and its officers and employees against any claim or liability arising from the violation of any legal requirement in the prosecution of this contract.

G.20 INDEMNIFICATION OF CITY. In case any action at law, proceeding in eminent domain, or suit in equity may or shall be brought against the party of the first part, or any of its offices or agents, for or on account of the failure, omission or neglect of the Contractor or the subcontractors, his/her or their employees or agents, to do and perform any of the covenants acts, matters, or things by this contract undertaken to be done or performed by the Contractor or subcontractors, his/her or their employees or agents, or for any injury or damage caused by the negligence of the Contractor or subcontractors, his/her or their employees or agents, or for damage or injury for which the Contractor undertakes responsibility under the provisions of this contract, the Contractor shall immediately assume and take charge of the defense to such actions, proceedings or suits in like manner and to all intents and purposes, as if said actions, proceedings or suits had been brought directly against the Contractor; and the Contractor shall also indemnify and save harmless the party of the first part, its officers and agents, of and from all loss, cost or damage whatever arising out of such actions, proceedings or suits as may or shall be brought as aforesaid.

G.21 SUITS AND CLAIMS. The Contractor agrees to indemnify and save harmless the City of Reading, the applicable Director, the Engineer, and their assistants, from all suits or actions of every name and description, either in law or in equity, including proceedings in eminent domain for the recovery of consequential damages, or for or on account of use of patented appliance, brought against them or either of them, or for any damage or injuries received or sustained by any party or parties, person or persons, natural or artificial, either in the performance or as a result of the work under this agreement, regardless of whether such suits, actions or proceedings brought are based or grounded upon negligence of the Contractor, the subcontractors, or his/her

or their agents, servants or employees. The Contractor further agrees that all or as much of the monies due under this agreement as shall be or may be considered necessary by the applicable Director, shall or may be retained, without any liability of the City to the Contractor, for interest thereon because of the retention thereof, until all such suits, proceedings or claims have been settled or terminated, and satisfactory evidence to that effect furnished to the applicable Director, provided however, that no such monies shall be retained by the City after six (6) years following the completion and acceptance of the work under the contract, excepting for or on account of claims filed or suits or proceedings begun before the expiration of the applicable statute of limitations.

**G.22 RESPONSIBILITY FOR INJURY.** The Contractor shall assume all responsibility for loss, damage or injury to persons or property arising out of the nature of the work, from the actions of the elements, or from any unforeseen or unusual difficulties over which the City has no control, in addition to and without limiting the Contractor's liability under the other provisions of the contract.

**G.23 CONTRACTOR'S CLAIMS FOR DAMAGE.** If the Contractor claims compensation for any damage alleged to have been sustained by reason of any act or omission on the part of the City or any of its agents, he shall, within one (1) week after the sustaining of such damage, make a written statement to the Engineer of the nature of the damage sustained, and shall, on or before the fifteenth (15th) day of the month succeeding that in which any such damage shall have been sustained, file with the Engineer an itemized statement of the details and amounts of such damage, and unless such statement shall be made as so required, the claim for compensation shall be forfeited and invalid, and the Contractor shall not be entitled to payment on account of any such damage.

**G.24 LINES AND GRADES.** All lines and grades will be given by the Engineer, but the Contractor shall provide such material and give such assistance therefore as may be required by the Engineer, and the marks so given shall be carefully preserved. The Contractor shall keep the Engineer informed, a reasonable time in advance, of the time and places at which he/she intends to work, in order that lines and grades may be furnished and necessary measurements for record and payment made with the minimum inconvenience to the Engineer or delay to the Contractor. No claim for extra payment will be allowed for the cost to the Contractor of any material, work or delay occasioned by giving lines and grades, or making necessary measurements or inspections, as all such cost shall be considered to have been included in the price bid for the work.

**G.25 INSPECTION.** The Engineer will appoint such person or persons as may be deemed necessary to inspect properly the materials furnished and the work done under this contract, and to see that the same correspond strictly with these specifications. Such materials and workmanship shall always be subject to the approval of the Engineer, but no inspection, approval or acceptance of any part of the work herein contracted for or of the materials used therein, nor any payment on account thereof, shall prevent the rejection of said work or materials at any time thereafter during the existence of this contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.

The Contractor shall permit, or secure permission for the Engineer or a duly authorized Inspector

or representative to enter any manufactory, shop or other place where any material for, or part of the work is being prepared, manufactured or constructed, at any time when such work is in progress. The Contractor shall furnish and prepare, or cause to be furnished or prepared, without charge, all such assistance, appliances, samples of materials and test specimens as may be ordered by the Engineer or such Inspector or representative for the purpose of making official tests and investigations. The Engineer shall be notified of the time and place of preparation, manufacture or construction of any material for, or part of the work which he/she may wish to inspect before delivery at the site of the work. Such notification shall be give a sufficient time in advance of the beginning of the work on such material or part to allow arrangements to be made for inspection and testing.

G.26 NIGHT WORK. No night work, except for the inspection of lighting, requiring the presence of the Engineer or Inspector will be permitted except in case of emergency, and then only with the written consent of the Engineer and to such an extent as may be judged necessary.

G.27 SUNDAY WORK. No Sunday work will be permitted, except in case of great emergency, and then only with the written consent of the Engineer, and to such extent as is absolutely necessary.

G.28 NO WORK IN BAD WEATHER. No work shall be done under this contract when, in the opinion of the Engineer, the weather is unsuitable for good and careful work to be performed. No concrete work shall be done on days on which the temperature falls below 25 degrees Fahrenheit. Should the severity of the weather continue such that the work cannot be prosecuted successfully, the Contractor, upon order of the Engineer, shall cease all such work until directed to resume the same. In the latter case, suitable extension of time shall be allowed to compensate for time actually lost as provided for in Article G.7.

G.29. NOT TO SUBLET OR ASSIGN. The Contractor shall give personal attention constantly to the faithful prosecution of the work and shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or his/her title, right or interest in or to the same or any part thereof, nor shall the Contractor assign, by power of attorney or otherwise, any of the monies due or to become due, nor issue any order or orders or drafts on the Controller or Treasurer of the City of Reading for any monies due or to become due under this contract, unless by and with the consent of the City first duly had and obtained by resolution entered upon the minutes of said City.

G.30 RIGHT OF PROPERTY IN MATERIALS. Nothing in this contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached to or incorporated in the work, nor in materials which have been estimated for partial payment, but all such materials, upon being so attached, incorporated or estimated, shall become the property of the City.

G.31 DEFECTIVE MATERIALS AND WORKMANSHIP. No materials of any kind shall be used until they have been examined and approved by the Engineer, who shall have full power to condemn any work and materials not in accordance with the specifications, and to require the Contractor to remove any work or materials so condemned. Inspections of the work shall not relieve the Contractor from any of his/her obligations to fulfill the contract as herein described, and defective work shall be made good, and unsuitable materials may be rejected,

notwithstanding that such work or materials may have been previously overlooked by the Engineer and accepted or estimated for payment if the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall immediately make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work shall be condemned by the Engineer as unsuitable or not in conformity with the drawings or specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. If the Contractor shall fail to remove or replace any defective or damaged materials or work after reasonable notice, the Engineer may cause such material or work to be removed or replaced, and the expense thereof shall be borne by the Contractor.

**G.32 RESPONSIBILITY FOR WORK.** The Contractor shall be held responsible for any or all materials or work to the full amount of all payments made thereon, and shall be required to make good, at his/her own cost, any injury or damage which said materials or work may have sustained from any source or cause whatever before its final acceptance.

**G.33 CONDITIONS UNDER WHICH CITY MAY COMPLETE WORK.** If the work to be done under this contract shall be neglected or abandoned, or the contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the City's representative, that the rate of progress is insufficient or that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor is violating any of the provisions of this contract or carelessly executing any portion of the work, the City may notify the Contractor and surety in writing to fulfill the conditions of the Contract; and should the Contractor or the surety fail to comply with said notice within ten (10) days, the City may notify the Contractor and the surety to discontinue all work, or any part thereof; and thereupon the Contractor and the surety shall discontinue said work, or said part thereof as the City may designate; and the City may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof, and charge the expenses thereof to the Contractor or the surety; and may take possession of and use therein such materials, animals, machinery, equipment, implements and tools of every description as may be found upon the work. The expense so incurred shall be deducted and paid by the City out of any monies then due or to become due the Contractor under this contract; or any part thereof; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the latter sum, the Contractor or the surety shall pay the amount of such excess to the party of the first part.

**G.34 ALL PARTS OF WORK COVERED.** The Contractor further agrees that the following clauses relative to the construction of the work shall apply to each and all of the separate parts of the work, as though specially mentioned under the different headings in the specifications:

Delivery of Materials - The Contractor shall be entirely responsible for delivery of all materials to the site of the work, making the arrangements therefore.

Engineer Shall Measure - No work shall be covered over or filled in until it shall have been inspected by the Engineer.

Materials Properly Stored - The materials to be used in construction shall be protected from deterioration and damage, and shall be so disposed of as not to endanger the work and in such manner that full access may be had at all times to all work under construction or completed.

Surplus Materials Removed - All parts of the work shall be kept in as neat and orderly condition as circumstances will permit and upon completion of the work, all surplus materials, earth, sand, rubbish and refuse of every kind, and all tools, machinery, equipment and other materials belonging to the Contractor shall be removed from the construction works and adjoining premises so as to leave everything in an acceptable condition, within a week after receipt of final certificate.

G.35 ESTIMATED QUANTITIES APPROXIMATE. In unit price contracts, the quantities of the various classes of work to be done and materials to be furnished under this contract, as estimated by the Engineer and listed in Specifications, attached hereto, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the work under this contract; and neither the City nor the Council nor any member of the Council of the City of Reading is to be held responsible if any of the said estimated quantities shall be found to be not even approximately correct in the construction of the work; and the Contractor shall make no claim for damages on anticipated profits or loss of profit, because of a difference between the quantities of the various items of work actually done or materials actually furnished and the estimated quantities stated in the Specifications, or because of the entire omission of any of the quantities or items stated in the Specifications.

G.36 EXTRA WORK. The Contractor shall do any work not herein otherwise provided for which, in the opinion of the Engineer, is necessary for the proper completion of the work, but not such work will be allowed or paid for except on a written order of the Engineer, and there shall be no claim for extra work or materials or for damage sustained except under this Article. The extra work order issued by the Engineer shall specify the basis of payment for the extra work. Any extra work or changes in the work involving changes in the plans and/or specifications shall be approved by the applicable Director, prior to the execution of the work.

G.37 MONTHLY ESTIMATES. Current payments for work done under this contract will be made as follows: on invoices submitted by the Contractor and approved by the Engineer or Architect. 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.

It is further agreed and understood that inclusion of any portion of the work in the monthly estimate shall not be construed as final approval or acceptance of the same.

G.38 CONTRACTOR SHALL PREPARE FOR FINAL INSPECTION. Upon the completion of the work the Contractor shall tear down and remove all temporary buildings and structures built by the Contractor, remove and thoroughly clear away all debris, forms and surplus materials and leave the site of the work in a neat and satisfactory condition, and shall notify the Engineer when the work is ready for final inspection.

G.39 WORK TO BE PROPERLY PERFORMED. It is expressly understood that acceptance of

work and materials during construction will not imply final acceptance of the work, if the final inspection shall disclose faulty workmanship or materials; and all work of whatever kind that, during its progress and before it is finally accepted, may become damaged from any cause, shall be repaired in a manner satisfactory to the Engineer or, if necessary, shall be broken up and removed and replaced with good and satisfactory work by the Contractor at his own expense. All work of every description shall be the best of its respective kind; and everything not particularly specified herein shall be done and finished in the best manner, and as is usual in first-class work of the several kinds.

Failure or neglect on the part of the Engineer, or any authorized agents to condemn or reject any bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if such bad or inferior materials or work becomes evident at any time prior to the final acceptance of the work and the release of the Contractor by the Council of the City of Reading; nor shall it be construed as barring the City of Reading at any subsequent time from the recovery for damages of such sum of money as may be needed to build a new all portions of the work in which fraud was practiced or improper materials hidden, whenever found.

G.40 ACCEPTANCE AND FINAL PAYMENT. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer or Architect shall promptly make such inspection, and when he/she finds the work acceptable under the contract fully performed he/she shall promptly issue a final certificate, over his/her own signature, stating that the work provided for in this contract has been completed and is accepted under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor within (30) days after the execution of said final certificate.

G.41 WAIVER. Neither acceptance by the City, or any of its officers or employees, nor any order, measurement or certificate by the Engineer, nor any order by the City Council for payment of money, nor any payment for, nor any extension of time, nor any possession taken by the City or its officers or employees, shall operate as a waiver of any portion of this contract or of any power herein reserved to the City, or of any right to damage herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. All remedies provided in this contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided.

G.42 ACCEPTANCE OF FINAL CERTIFICATE. The acceptance by the Contractor of payment of the final estimate shall be conclusive evidence of acceptance and approval of estimates, accounting and deductions, and of full payment by the City for all work, labor, materials and services done or furnished hereunder, and of full satisfaction, discharge, release and waiver of all claims and demand of; or on behalf of the Contractor against the City, arising out of this agreement and the execution thereof. It is hereby further agreed that the Contractor shall not be entitled to demand or receive payment except in the manner set forth in this contract; and the Contractor further agrees that the final payment of the amount due under this contract and payment of the bills rendered for work done and materials furnished in accordance with any alterations of the same, shall release the City of Reading from any and all claims and liabilities on account of the work performed and materials furnished under said contract, or any alteration thereof.

G.43 MAINTENANCE AFTER COMPLETION. The Performance Bond shall remain in force for one (1) year from the date of completion and acceptance of the work under this contract, as security against any and all damage which may result from defects of materials or workmanship which may become apparent prior to the expiration of the one-year maintenance period. During this period the Contractor shall, promptly upon notification from the Engineer, repair all breaks and failures due to defects of material or workmanship at his own expense. If the Engineer shall deem it necessary and shall so direct, such repairs shall be made within twenty-four (24) hours after service of notice. If the Contractor unnecessarily delays making repairs ordered, or if delay would cause serious loss or damage, the City may undertake to have such repairs made or defects repaired without previous notice, and the expense of such repairs shall be borne by the Contractor or the surety. The Contractor shall be responsible for any damage resulting to any person or property from any violation of the guarantee and from unnecessary delays in making repairs.

G.44 PRICES. The City agrees to pay, and the Contractor agrees to receive, the price specified in the proposal submitted, as full compensation for furnishing all the materials called for, and for all labor and use of all machinery, equipment and tools necessary for executing the work contemplated in this contract; for all royalties, for patents and patented materials, appliances and processes; also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen reasons, obstructions or difficulties which may be encountered in the prosecution of the work, for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of said work as herein specified, and for well and faithfully completing the work, and the whole thereof, according to the specifications and drawings and the requirements of the Engineer under them.

G.45 NO EXTRA COMPENSATION. The Contractor further agrees not to ask, demand, sue for, or recover for any extra compensation, for any materials furnished or work done under this contract, beyond the amounts payable for the several classes of work or kinds of materials herein enumerated, which shall be actually performed and furnished at the prices therefore herein agreed upon and fixed.

G.46 CONTRACTOR TO TAKE OUT ALL PERMITS. The Contractor shall take out all necessary permits required by agencies of the City of Reading and/or all other governmental agencies; shall give all notices required by law or ordinances; shall pay all fees and charges incident to the due and lawful prosecution of the work covered by the contract, and shall comply with all laws and regulations relating to buildings and public highways. All permits shall be at his expense.

G.47 NO CLAIM FOR EXTRA WORK. No claim for extra work or material shall be allowed to the Contractor, unless before the performance of all such extra work the applicable Director shall have first authorized the same in writing, and the price or prices to be paid therefore shall first have been agreed upon in writing between the Director and the Contractor, and the same shall have been done or furnished under a written order from the Director given before the performance of such extra work or the furnishing of such extra materials. All claims for extra work or materials in any month shall be made to the Director in writing before the fifteenth (15th) day of the following month, and failing to make such claim within the time required, the

right of the Contractor to extra pay for such extra work or materials shall be deemed to have been waived and forfeited.

G.48 WORK TO BE DONE TO THE SATISFACTION OF THE CITY ENGINEER. All the work under this contract shall be done to the satisfaction of the City Engineer, who shall in all cases determine the amount, quality, acceptability and fitness of the several amounts of work and materials which are to be paid for hereunder and shall decide all questions which may arise as to the measurement of quantities in the fulfillment of this contract on the part of the Contractor, and shall determine all questions respecting the true construction or meaning of the plans and specifications, and the determination and decision thereon shall be final and conclusive; and such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

G.49 ENGINEER TO INSPECT AND REJECT. The Engineer shall inspect the materials furnished and the work done, and see that the same strictly correspond to the specifications, and he shall at all times have free access to the works, storehouse and yard of the Contractor, and shall be privileged to take such samples therefrom as he may deem necessary; and if the work, or any material brought on the grounds for the use of the work, or selected for the same, shall be condemned by the Engineer, as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials from the work.

Before issuance of the final certificate the Contractor shall furnish evidence satisfactory to the Engineer that all payrolls, materials, bills and other indebtedness connected with the work have been paid.

It is understood and agreed by the parties hereto that the final estimate of the Engineer shall be evidence of the amount of work performed by the Contractor under and by virtue of this agreement, and shall be taken as the full measure of the compensation to be received by the Contractor. The aforesaid estimate shall be based upon the contract price for the furnishing of all the different materials and labor, and the performance of all the work mentioned in this contract, including the specifications, and where there may be any ambiguity therein, the Engineer's instructions shall be considered explanatory and the decision shall be final.

No inspection, approval or acceptance of any of the work herein contracted for, or of the materials used herein, or any payment on account thereof shall prevent the party of the first part from objecting to the acceptance of said work or materials at any time during the existence of this contract. Neither the inspection of the applicable Director, or Division Head, or the City Engineer or any of their employees nor any order, measurement or certificate by the City Engineer nor any order by the Director for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by the Director of the Division of Planning, nor any extension of time, nor any possession taken by the Director or his employees, shall operate as a waiver of any provision of this contract, or any power herein reserved to the party of the first part, or of any right to damage herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other subsequent breach.

Any remedy provided in this contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided; and in addition to all other suits,

actions or legal proceedings the party of the first part shall be entitled to as of right.

G.50 CONTRACTOR NOT TO DISCOMMODOE PRIVATE COMPANIES. The Contractor shall afford while the work is underway, the necessary facilities to any and all companies owning railway tracks, pipes, subway ducts, or other surface, sub-surface or super-surface construction on the line of the work, in the preservation of the same from injury, all without charge therefore the expense to the City.

G.51 EXAMINATIONS. At any time before or after completion of the work, should the City Engineer require it, the Contractor shall make such openings, and to such extent, through such part or parts of the work, as the City Engineer may direct, and shall restore the work so distributed to the satisfaction of the City Engineer; and should the work, in the opinion of the City Engineer, whose decision shall be final and conclusive therein, be found faulty in any respect, the whole of the expense incurred thereby shall be defrayed by the Contractor, according to and upon the prices herein set forth, but if otherwise, by the City.

# TECHNICAL SPECIFICATIONS

**SPECIFICATIONS FOR WEED & VEGETATION CONTROL  
CITY OF READING, PENNSYLVANIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISIONS OF PARKS & ENVIRONMENTAL**

**SCOPE OF WORK:**

Roadside spraying, to include stone walls, pavements, gutters, building lines, walkways, stream banks, etc.

Vacant lot spraying, to include soil sterilant applications to stone, gravel, and macadam surfaces.

Brush spraying of banks with herbicide that will specifically treat plants without total vegetation control.

Aquatic spraying for weed and algae control in pond in accordance with Pennsylvania Fish Commission and Pennsylvania Environmental Protection Agency regulations and authorized permits.

Basal Bark Vegetation Control treatment requires the capability of being able to respond within one (1) hour to apply herbicide to the cut vegetation.

Growth Regulator/Weed Control combination applied to specific areas in Spring and Fall, in order to reduce six (6) to eight (8) weeks of mowing activity in the Spring and Fall seasons. A sixty (60%) to eighty (80%) percent reduction of weeds must also be achieved with this treatment.

Fence Line spraying is not to exceed eight inches (8") on either side of fence, and applied with utmost caution in order to avoid damage to turfgrass and adjacent trees or shrubs. The Fence Line spraying at playground sites must be arranged during times of lesser activity, very early morning and/or Saturdays and Sundays being preferred.

Tree spraying or soil injection is designed to control the Aphid and Fall Webworm insects. The timing of tree spraying/soil injection will depend upon the extent of the pest population and activity. This will be determined by personal inspection of the job site by the Pesticide/Herbicide Manager, after which he will communicate with the Parks Department Supervisor.

Roadsides: The application of specific herbicides to control and/or inhibit weeds, grass growth to a height of twelve (12") inches in order to eliminate mowing and trimming requirements on roadsides. When the treatment of roadside walls, gutters, guardrails, etc. is not required, that information must be reported to Operations Division Manager for possible rebate, or to schedule at other similar locations.

Vegetation: The application of specific herbicides to regulate growth of bermuda grass and to retard, minimize, or prevent growth of unwanted species and vegetation of more than twelve

(12") inches in order to reduce mowing and trimming.

**AREAS TO BE TREATED:**

Roadside

Brush and Vegetative Rights-of-Way within the boundaries, as indicated by the respective job site.

A map of the City of Reading designating some of the areas specified for treatment is included in the bid packet.

**TIMING OF HERBICIDE APPLICATION:**

Bidder to indicate the timing and number of times for the herbicide applications.

A drift control agent must be used with all chemical combination.

**HERBICIDE SELECTION:**

Successful bidder shall be responsible for correct rates per acre, herbicide selection, and frequency of applications to insure proper control of vegetation growth.

**APPLICATION EQUIPMENT:**

Equipment must be suitable for performance of the scope of work and is subject to inspection.

Equipment must contain a hose reel capable of containing a minimum of three hundred (300 feet) of hose.

Tree spraying equipment shall consist of a sixty (30) gpm pump rated at eight hundred (400) psi or approved equal. Each tree-spraying vehicle's chemical mixing/storage tank shall have a continuously operating mechanical agitator or approved equal to keep chemicals evenly dispersed.

**REGULATIONS:**

Contractors must include with proposals references of work performed which is similar in scope. All interested contractors shall list four (4) references including:

Name of Reference  
Address of Reference  
Telephone Number for Reference  
Contact Person

Successful contractor must comply with OSHA, EPA, and State Department of Agriculture regulations.

Herbicide manager must provide herbicide and insecticide labels and MSDS to the Operations Division Manager. If contractor proposes to use materials other than those recommended in the specifications, those materials must be identified in the proposal submitted to the City of Reading. All substitute materials must be approved by the Operations Division Manager prior to application.

**Herbicide manager must have experience applying herbicides and must be currently licensed in the state of Pennsylvania in the category of Lawn Turf, Ornamental, Shade Tree, Aquatics, Weeds, and Right-of-Way pest management. Evidence of such license must be provided upon request.**

Herbicide applicator must maintain a daily log sheet of acres sprayed, herbicides (rates) applied, and prevailing weather conditions at time of applications and submit to the Operations Division Manager upon completion of applications, or at his/her request.

Any herbicide applicators must be experienced or be in direct contact (pager system) with the herbicide manager.

Any herbicide applicators must be currently licensed in the State of Pennsylvania in the Lawn and Turf, Ornamental and Shade Tree, Aquatics, Weeds, and Right-of-Way Pest Management Category. Proof must be provided upon request.

Successful contractor must be capable of responding within a 24-hour period when the Operations Division Manager determines a playground area is properly prepared for treatment.

A sketch of any location not included in Appendix A must be provided with the sealed proposal. In order to facilitate communication with the Operations Division Manager, each individual sketch must include landmarks that are cognizant to each job site location.

Each job site that includes fence lines must be serviced for control of weeds and grasses as specified under "scope of work" category.

A job description of each job site must be provided with the sealed proposal. The description should include application details for the Operations Division Manager to have a full understanding of the herbicide applicator's intent and responsibilities.

#### SAFETY:

Roadsides: Successful contractor shall keep at least two warning lights in operation while vehicle is spraying and shall abide by standard highway safety codes and procedures for roadside maintenance.

Successful contractor shall have a chemical spill plan and the spray truck will have a spill clean up kit on board.

If wind is greater than 10-12 mph and/or rainfall is imminent, spraying must cease until weather conditions are more favorable.

Night spraying is not permitted.

Successful contractor to be fully responsible for chemical storage, handling, and container disposal.

Successful contractor to be fully liable for any damage as result of off-site drift or any change of dominate perennial grass.

#### PROPOSAL FORM INSTRUCTIONS:

All contractors shall perform an inspection of the job sites and submit a seasonal cost for each designated location.

#### INSURANCE:

The contractor bidder shall purchase and maintain insurance in the amounts and types indicated for the protection from claims caused by the contractor's personnel or work, or by any subcontractor performing work for the contractor. Insurance shall not be for amounts less than those required by law. Certificates of insurance shall be included with bid proposal. The City shall be named as additionally insured.

#### GENERAL SPECIFICATIONS:

Term of Contract - The successful contractor will start within five (5) days of receipt of the Notice to Proceed and be completed October 31, 2007. Two (2) spray applications are scheduled during the length of the contract; dates to be coordinated with the Operations Division Manager, or his representative. The successful contractor will bear full responsibility for any additional applications required to achieve the results as identified by the specifics of the contract.

Upon the mutual consent of the contracting parties, the City reserves the right to extend this agreement for two (2) additional twelve (12) month periods at the contract price.

Coordination of Work - The successful contractor shall meet with the City of Reading Operations Division Manager or designated representative as arranged by the Operations Division Manager, to coordinate work schedules in compliance with the contract. The successful contractor shall be available within forty-eight (48) hours to inspect a designated job site and to discuss any scheduled changes or deficiencies.

Basis of Award - The proposal will be awarded to the lowest responsible vendor who meets or exceeds all specifications contained herein.

The successful contractor must have the capability to perform all phases of the specifications as outlined. Due to the limited proposed tree spraying/injection requirement, subcontracting this

service will be permitted. Specifications as shown will apply.

The City of Reading reserves the right to accept or reject any and all proposals, and to accept or reject any part of any proposal that may not be in the public interest.

Basis of Payment - Successful contractor shall perform all necessary services per specifications to control and/or inhibit weeds, and to control the height of grasses and weeds. Attainment of performance standards as specified in this contract shall be judged by the Operations Division Manager.

The City will assume that this seasonal contract shall run for a period of nine (9) months. Contractors should provide a nine (9) month price covering all overhead to conduct business. The costs of service, frequency, chemicals, equipment, labor and all materials shall be taken into account in preparing proposals.

The Operations Division Manager will verify the satisfactory performance of the successful contractor on a monthly basis, and allow payment to be made on each location on a monthly statement. Successful contractor shall invoice monthly, and shall notify the Operations Division Manager by the 30th of each month.

Successful contractor shall take all necessary steps to remediate performance that is determined to be unsatisfactory within five (5) working days.

The City reserves the right to cancel any commitment if and when services are determined to be unsatisfactory. The City shall be the sole judge in this matter.

Proposals must be submitted in duplicate.

Proposers are responsible for determining and acknowledging any addenda issued in connection with this solicitation.

Original invoices should be sent to:

City of Reading,  
Accounts Payable Office  
815 Washington Street  
Reading, PA 19601

The successful contractor agrees to indemnify and hold harmless the City from any and all claims for injury, damage to property, etc. arising as a result of this contract or subcontract.

## RECOMMENDED MATERIAL USAGE

### Non-Selective Road Bed:

- Karmex or equal
- Oust
- 2, 4-D

### Surfacant by Volume

- Drift Control

### Retreat Formulation:

- Roundup
- Big Surfactant by Volume
- Drift Control
- Razor

### Brush Control

- Garlon
- Banvel 720
- Tordon 101
- Surfactant
- Drift Control

### Aquatic Areas, Permit Required: (Weed and/or Algae Control)

- Rodeo
- Big Surfactant
- Citrine
- Reward

### Webworm Control 12/19/97

- Bacillus Thuringensis

### Shrub Bed Vegetation Control:

- Surflan
- Gallery
- Round up
- Big Surfactant
- Drift Control
- Barricade

### Aphid Control:

- Merit 75SP – Kioritz Injected

Growth Regulator:

Embark  
Primo

Fertilizer:

Slow-Release Fertilizer  
24-8-8 Formulation 50% SCU

**PRICE BREAKDOWN**  
**(TO BE SUBMITTED WITH BID)**

PRICE BREAKDOWN

READING REDEVELOPMENT

JOB SITE LISTING, APPLICATION & PRICE

<u>Job Site</u>	<u>Application</u>	<u>Price</u>	
Gordon, Johnson & Tulpehocken Sts. Lot	Vegetation Control	<u>Spring</u> \$ <u>500</u>	<u>Fall</u> \$ <u>0</u>
4 <sup>th</sup> & Laurel St. Lot	Vegetation Control	\$ <u>300</u>	\$ <u>0</u>
Number of herbicide applications		<u>FOUR (4)</u>	
TOTAL READING REDEVELOPMENT SITES		\$ <u>800</u>	
Number of times for herbicide applications		<u>FOUR (4)</u>	

PRICE BREAKDOWN

PARKS DIVISION

JOB SITE LISTING, APPLICATION & PRICE

<u>Job Site</u>	<u>Application</u>	<u>Price</u>	
		<u>Spring</u>	<u>Fall</u>
Egelman's Baseball Field & Fence Line	Vegetation Control	\$ <u>300</u>	\$ <u>0</u>
10th & South Field & Fence Line	Vegetation Control	\$ <u>200</u>	\$ <u>0</u>
Pendora Baseball Field & Basketball Court & Fence Line	Vegetation Control	\$ <u>400</u>	\$ <u>0</u>
6th & Amity Softball Field & Fence line	Vegetation Control	\$ <u>350</u>	\$ <u>0</u>
3rd & Spruce Softball Field & Street Hockey Fence Line	Vegetation Control	\$ <u>250</u>	\$ <u>0</u>
Neversink Playground, Field & Fence Line	Vegetation Control	\$ <u>250</u>	\$ <u>0</u>
Northmont Softball Field, Playground & Fence Line	Vegetation Control	\$ <u>240</u>	\$ <u>0</u>
Hillside Softball Field & Fence Line	Vegetation Control	\$ <u>300</u>	\$ <u>0</u>
11th & Pike Softball Fields & Fence Line	Vegetation Control	\$ <u>540</u>	\$ <u>0</u>
3rd & Spring Playground, Field Wall & Fence Line	Vegetation Control	\$ <u>400</u>	\$ <u>0</u>
Keffer Park Softball Field, Fence Line & bench dugouts	Vegetation Control	\$ <u>250</u>	\$ <u>0</u>
Baer Park Field, Bleachers & Tennis Court	Vegetation Control	\$ <u>300</u>	\$ <u>0</u>
Schlegel Park Pool & Fence Line	Vegetation Control	\$ <u>200</u>	\$ <u>0</u>

<u>Job Site</u>	<u>Application</u>	<u>Price</u>	
		<u>Spring</u>	<u>Fall</u>
Camp Lily & Jolly & Fence Line	Vegetation Control	\$ <u>200</u>	\$ <u>0</u>
Angelica Baseball & Softball Field & Fence Line	Vegetation Control	\$ <u>—</u>	\$ <u>—</u>
Brookline Softball Field & Playground	Vegetation Control	\$ <u>200</u>	\$ <u>0</u>
Schlegel Park Softball Fields & Fence Line	Vegetation Control	\$ <u>450</u>	\$ <u>0</u>
Schlegel Park Baseball Field, Tennis Courts & Fence Line	Vegetation Control	\$ <u>300</u>	\$ <u>0</u>
2nd & Oley Playground & Fence Line	Vegetation Control	\$ <u>150</u>	\$ <u>0</u>
Reading Iron Playground & Fence Line	Vegetation Control	\$ <u>330</u>	\$ <u>0</u>
9 <sup>th</sup> & Marion Playground & Fence Line	Vegetation Control	\$ <u>150</u>	\$ <u>0</u>
12th & Chestnut Playground & Fence Line	Vegetation Control	\$ <u>150</u>	\$ <u>0</u>
Lance Place Playground & Fence Line	Vegetation Control	\$ <u>150</u>	\$ <u>0</u>
E.J. Dives Softball Field & Fence Line	Vegetation Control	\$ <u>200</u>	\$ <u>0</u>
City Park Tennis Court	Vegetation Control	\$ <u>200</u>	\$ <u>0</u>
City Park (Rose Beds)	Vegetation Control	\$ <u>200</u>	\$ <u>0</u>
Division & Schiller Sts. Playground, Basketball Court & Fence Line	Vegetation Control	\$ <u>200</u>	\$ <u>0</u>
Number of herbicide applications	<u>Fifty two (52)</u>		
TOTAL PARKS DIVISION PLAYGROUND SITES		<u>\$ 6,860</u>	

Roadways, Pond, Shrub Beds, Banks, Beds, Walls, Road Dividers, Lots, Pavements, & Fence Lines

<u>Job Site</u>	<u>Application</u>	<u>Price</u>	
		<u>Spring</u>	<u>Fall</u>
Mt. Penn Roadways – Within City Limits Stone Walls, Gutters & Pagoda Area	Vegetation Control	\$ <u>1200</u>	\$ <u>0</u>
Duryea Drive & 13th Street - Guard Rails, Gutters	Vegetation Control	\$ <u>400</u>	\$ <u>0</u>
Tower Bank	Growth Regulator	\$ <u>100</u>	\$ <u>100</u>
Schuylkill Ave. Lot - 400 Block	Vegetation Control	\$ <u>150</u>	\$ <u>0</u>
Pendora Park Roadway & Bank - Poison Ivy Control in Park, Roadway Adjacent to Creek, Skateboard Court Fence Line	Vegetation Control	\$ <u>330</u>	\$ <u>0</u>
Riverfront Drive - Buttonwood to Front, Carpenter to 4th, Lot on Minor St.	Vegetation Control	\$ <u>300</u>	\$ <u>0</u>
City Park - Shrub Beds, 11th & Penn Sts.	Vegetation Control	\$ <u>300</u>	\$ <u>0</u>
City Park – Steep Banks: Behind Bandshell	Growth Regulator	\$ <u>250</u>	\$ <u>250</u>
11 <sup>th</sup> St., Penn St to Washington St.	Growth Regulator	\$ <u>250</u>	\$ <u>250</u>
12 <sup>th</sup> St., Washington St. to Walnut St.	Growth Regulator	\$ <u>275</u>	\$ <u>275</u>
13 <sup>th</sup> St, Extension, East Side	Growth Regulator	\$ <u>125</u>	\$ <u>125</u>
Hillside Playground Bank Along Parking Area	Growth Regulator	\$ <u>150</u>	\$ <u>150</u>
6 <sup>TH</sup> & Canal Lot Banks	Growth Regulator	\$ <u>160</u>	\$ <u>160</u>
6 <sup>th</sup> & Canal Lot pavement, Roadway, gutters & tree wells	Vegetation Control	\$ <u>200</u>	\$ <u>0</u>

<u>Job</u>	<u>Application</u>	<u>Price</u>	
		<u>Spring</u>	<u>Fall</u>
Northmont Blvd. Bank	Growth Regulator	\$ <u>160</u>	\$ <u>160</u>
Penn Street Bridge	Vegetation Control	\$ <u>—</u>	\$ <u>—</u>
13th & Spring Island & City Park Pavement (11th Street)	Vegetation Control	\$ <u>150</u>	\$ <u>0</u>
Bingaman Court	Deep Root Injection	\$ <u>350</u>	\$ <u>0</u>
Lincoln Street Garage – Fence Line, Bank, Storage Area, Building Line	Vegetation Control	\$ <u>210</u>	\$ <u>0</u>
Buttonwood Street Bridge	Vegetation Control	\$ <u>330</u>	\$ <u>0</u>
Penn Street Bridge	Vegetation Control	\$ <u>350</u>	\$ <u>0</u>
Bingaman St. Bridge	Vegetation Control	\$ <u>330</u>	\$ <u>0</u>
Schuylkill Ave. Bridge (sidewalks & approach ramp)	Vegetation Control	\$ <u>350</u>	\$ <u>0</u>
Baer Park - Steep Bank	Growth Regulator	\$ <u>300</u>	\$ <u>300</u>
Keffer Park - Steep Bank Along Outfield	Growth Regulator	\$ <u>140</u>	\$ <u>140</u>
Neversink Playground - Fairview St. Bank	Growth Regulator	\$ <u>130</u>	\$ <u>130</u>
Angelica Ribbon Rail along Rte. 10 & Roadway through park	Vegetation Control	\$ <u>220</u>	\$ <u>0</u>
Brick Sidewalk at City Hall	Vegetation Control	\$ <u>150</u>	\$ <u>0</u>
Lot Across from Heritage Tree wells, pavement & Gutters	Vegetation Control	\$ <u>—</u>	\$ <u>—</u>
Egelman's Park Banks (Dam Breast by pond & Caretaker's House)	Growth Regulator	\$ <u>180</u>	\$ <u>180</u>

<u>Job</u>	<u>Application</u>	<u>Price</u>	
		<u>Spring</u>	<u>Fall</u>
Egelman's Park Storage Facility	Vegetation Control	\$ <u>220</u>	\$ <u>0</u>
Public Works Facility – Fence Line, brick pavement & parking lots	Vegetation Control	\$ <u>475</u>	\$ <u>0</u>
Gutters along 2 <sup>nd</sup> St. from Berks Packing along Canal St. to Heritage Park	Vegetation Control	\$ <u>275</u>	\$ <u>0</u>

Number of herbicide applications sixty two (62)

TOTAL PARKS DEPARTMENT ROADWAYS, FENCE LINE, ETC. \$ 10,730

	<u>VEGETATION CONTROL</u>	<u>GROWTH REGULATOR</u>
SPRING	MARCH 15-JUNE 30	APRIL 15-MAY 15
FALL	AUGUST 15-OCTOBER 30	AUGUST 20-SEPTEMBER 30

PRICE BREAKDOWN

READING WWTP and PUMP STATIONS

JOB SITE LISTING, APPLICATION & PRICE

<u>Job Site</u>	<u>Application</u>	<u>Price</u>	<u>Spring</u>	<u>Fall</u>	
WWTP along Fences, around Buildings, Pits, Tanks, Manholes, Structures, banks Surrounding Intermediate & Final Clarifiers	Growth Regulator Vegetation Control	\$	<u>---</u> <u>730</u>	\$	<u>---</u> <u>730</u>
WWTP banks surrounding Intermediate and Final Clarifiers	Growth Regulator	\$	<u>180</u>	\$	<u>180</u>
6 <sup>th</sup> & Canal Pump Station along Fence lines, on Roadways, Walkways, Stone Dumpster Lot, and around Buildings, Pits, Tanks, Manholes, Structures, etc.	Vegetation Control	\$	<u>340</u>	\$	<u>0</u>
18 <sup>th</sup> Ward Pump Station along Fence lines, on Roadways, Walkways, Stone areas, and around Buildings, Pits, Tanks, Manholes, Structures, etc.	Vegetation Control	\$	<u>150</u>	\$	<u>0</u>
19 <sup>th</sup> Ward Pump Station along Fence lines, on Roadways, Walkways, Stone areas, and around Buildings, Pits, Tanks, Manholes, Structures, etc.	Vegetation Control	\$	<u>150</u>	\$	<u>0</u>

<u>Job Site</u>	<u>Application</u>	<u>Price</u>	
		<u>Spring</u>	<u>Fall</u>
West Rdg. Pump Station along Fence lines, on Roadways, Walkways, Stone areas, and around Buildings, Pits, Tanks, Manholes, Structures, etc.	Vegetation Control	\$ <u>150</u>	\$ <u>0</u>

Number of herbicide applications twelve (12)

TOTAL READING WWTP and PUMP STATIONS \$ 2,610.<sup>00</sup>

	<u>VEGETATION CONTROL</u>	<u>GROWTH REGULATOR</u>
SPRING	MARCH 15-JUNE 30	APRIL 15-MAY 15
FALL	AUGUST 15-OCTOBER 30	AUGUST 20-SEPTEMBER 30

RECOMMENDATION MEMORANDUM

TO: Charles Jones, Public Works Director  
FROM: Tammi Reinhart, Purchasing Coordinator  
SUBJECT: Contract - Weed & Vegetation Control

DATE: April 3, 2013

REQ# 10898  
DATE: 4/5/13

May we please have your recommendation on the award of the above listed bid. All bids are available for review in the Office of the Purchasing Coordinator. The completed form should be returned to the Office of the Purchasing Coordinator no later than **FRIDAY, MARCH 5, 2010, AT 2:00 P.M.** Please issue a Requisition for the Contract in USL, if a recommendation is made.

- 1. After reviewing the bids, recommendation is made to award the contract to SWAVELYS LAWN & TURF CARE, INC. who is the low bidder.
- 2. The above listed bidder meets or exceeds all City specifications for this bid YES
- 3. After reviewing the bids, recommendation is made to award the contract to \_\_\_\_\_ who is not the low bidder.  
Justification: \_\_\_\_\_
- 4. Reject all bids. Justification: \_\_\_\_\_
- 5. Budget Account Code and Total amount to be charged 01-07-71-4216 \$21,000.00
- 6. I have checked with the Accounting Office and have determined sufficient funds are available in this account code YES
- 7. Amount remaining in this account code after the contract funds are encumbered. \_\_\_\_\_
- 8. Is this item in the Capital Equipment/Improvement Budget for the current fiscal year? NO
- 9. What amount is listed in the Capital Budget? N/A
- 10. Is this bid for the entire project or is this a phase? ENTIRE PROJECT

APPROVAL TO AWARD CONTRACT TO ABOVE LISTED BIDDER:

Department Director Charles M Jones

DK  
4/5/13  
4/5/13  
Date

PLEASE RETURN TO PURCHASING FOR THE EXECUTION OF BELOW SIGNATURES.

Controller [Signature]

4/18/13  
Date

Director of Administrative Services [Signature]

4/17/13  
Date

Managing Director [Signature]

4-19-13  
Date

Mayor [Signature]

4-19-13.  
Date



# CITY OF READING, PENNSYLVANIA

LAW DEPARTMENT  
815 WASHINGTON STREET  
READING, PA 19601-3690  
(610) 655-6208  
FAX (610) 655-6427

CHARLES D. YOUNGER, ESQUIRE  
CITY SOLICITOR

TONYA A. BUTLER, ESQUIRE  
FREDERICK T. LACHAT, III,  
ESQUIRE  
~~DIANA D'AURIA, ESQUIRE~~

LEGAL SPECIALISTS

May 7, 2013

**SWAVELY'S LAWN & TURF CARE, INC.**

376 Eagle View Dr.  
Mohrsville, PA 19541

Dear Madam or Sir:

Enclosed herewith please find Contract, Performance Bond, Payment Bond, Statement Accepting Provisions of the Workers' Compensation Act, Stipulation Against Liens, Indemnity Agreement & Hold Harmless, and Non Discrimination Statement, **in duplicate**, between your Company and the City of Reading, for the weed and vegetation control services at city owned parks, playgrounds and properties, Operations Division, Department of Public Works, City of Reading, Pennsylvania.

Will you please execute the Contract, Performance Bond, Payment Bond, Statement Accepting Provisions of the Workers' Compensation Act, Stipulation Against Liens, Indemnity Agreement and Hold Harmless, and Non Discrimination Statement, **also have a Surety Company execute the Performance Bond and Payment Bond, returning both copies to the City Solicitor's office**, City Hall, 815 Washington Street, Room 2-54, Reading, Pennsylvania, 19601-3690, within ten (10) days.

Please note that you are required to furnish certain liability insurance, and we would appreciate your insurance company issuing to us said Certificate of Insurance. Please execute this contract as soon as possible.





CITY OF READING, PENNSYLVANIA

LAW DEPARTMENT  
815 WASHINGTON STREET  
READING, PA 19601-3690  
(610) 655-6208  
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CITY SOLICITOR

TONYA A. BUTLER, ESQUIRE  
FREDERICK T. LACHAT, III,  
ESQUIRE  
~~DIANA D'AURIA, ESQUIRE~~

May 23, 2013

LEGAL SPECIALISTS

**SWAVELY'S LAWN & TURF CARE, INC.**  
376 Eagle View Dr.  
Mohrsville, PA 19541

Attention: Russell Swavely, President and/or  
Debra Swavely, Secretary

**RE: Contract between CITY OF READING & SWAVELY'S  
LAWN & TURF CARE, INC. – for the weed and  
vegetation control services at city owned parks, playgrounds  
and properties, Operations Division, Department of Public  
Works.**

Dear Mr. and Mrs. Swavely:

We are returning, in duplicate, the enclosed pages of the Contract Agreement and the Stipulation Against Liens from the contract documents returned to our office, for you to **add the Corporate Seal** to each document.

**Please return the enclosed to the above address in the enclosed postage prepaid envelope.** After the contract has been executed by the proper officials of the City of Reading, we will forward you a copy for your files.

If you have any questions, please feel free to contact my office.

Very truly yours,

CHARLES D. YOUNGER  
City Solicitor

CDY:alh  
Enclosures



CITY OF READING

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

ATTEST:

\_\_\_\_\_  
City Clerk

Signed and Sealed in the Presence of

SWAVELY'S LAWN & TURF CARE, INC.  
CONTRACTOR

*[Signature]*  
PRESIDENT

*[Signature]*  
SECRETARY

CONTRACT NO. \_\_\_\_\_

STIPULATION AGAINST LIENS

WHEREAS, SWAVELY'S LAWN & TURF CARE, INC. entered into a CONTRACT, dated March 6, 2013, with hereinafter called the CITY, to provide materials and perform labor necessary for the weed and vegetation control services at city owned parks, playgrounds and ~~properties, Operations Division, Department of Public Works~~ as set forth in the CONTRACT DOCUMENTS.

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 contract.

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 17th day of May, 2013.

(SEAL)

CITY OF READING  
(CITY OF READING)

By: Vaughn D. Spencer  
Title: Mayor

ATTEST:

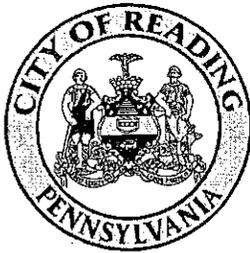
By: Linda A. Kelleher  
Title: City Clerk

(SEAL)

ATTEST:

BY: Debra L. Swaveley  
TITLE: Secretary

SWAVELY'S LAWN & TURF CARE, INC.  
(Contractor)  
By: [Signature]  
Title: President



# CITY OF READING, PENNSYLVANIA

LAW DEPARTMENT  
815 WASHINGTON STREET  
READING, PA 19601-3690  
(610) 655-6208  
FAX (610) 655-6427

CHARLES D. YOUNGER, ESQUIRE  
CITY SOLICITOR

TONYA A. BUTLER, ESQUIRE  
FREDERICK T. LACHAT, III,  
ESQUIRE  
~~DIANA D'AURIA, ESQUIRE~~

LEGAL SPECIALISTS

July 11, 2013

**SWAVELY'S LAWN & TURF CARE, INC.**  
376 Eagle View Dr.  
Mohrsville, PA 19541

Dear Sir or Madam:

Enclosed herewith please find your executed copy of the contract between your company and the City of Reading, for the weed and vegetation control services at city owned parks, playgrounds and properties, Operations Division, Department of Public Works, City of Reading, Pennsylvania.

Very truly yours,

CHARLES D. YOUNGER  
City Solicitor

CDY/alh

Enclosure

