SPECIFICATIONS

FURNISHING BITUMINOUS MATERIALS FOR PICK UP

DEPARTMENT OF PUBLIC WORKS

CITY OF READING, PENNSYLVANIA

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NOTICE AND INSTRUCTIONS

CITY OF READING, PENNSYLVANIA
NOTICE TO CONTRACTORS

SEALED PROPOSALS will be received in the Purchasing Office, Room 2-45, 815 Washington Street, Reading, Pennsylvania, until 3:00 P.M., Tuesday, March 18, 2014 for Furnishing Bituminous Materials for Pick Up from the date of award of the contract until December 31, 2013, for the City of Reading Department of Public Works, as per specifications on file in the Purchasing Office.

Specifications and quotation sheets, upon which all bids must be submitted can be obtained in the Purchasing Office, City Hall, Reading, Pennsylvania or on the City website at www.Readingpa.gov.

Proposals must be accompanied by a certified check, cashiers check or bid bond, made payable to the City of Reading, in an amount equal to ten percent (10%) of the cost of the sum of all estimated quantities.

All materials proposed to be supplied shall be in strict conformance with the Pennsylvania Department of Transportation's latest edition of Manual 408 & Bulletin 25. Supplier must comply with the latest Department of Environmental Protection Regulations Governing Cutback Asphalt paving Operations and the “Air Pollution Control Act.”

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

Tammi Reinhart
Purchasing Coordinator

NOTICE TO CONTRACTORS

2014-2015 ANNUAL CONTRACT FOR FURNISHING BITUMINOUS MATERIALS FOR PICK UP

Item 1
Superpave Asphalt Mixture Design, 9.5mm, PG64-22, 0.-0.3 million ESALS, Wearing Course, picked up at available plant locations in any quantity of one (1) ton or more per day, 800 tons-estimated usage.

Item 2
Superpave Asphalt Mixture Design, 19.0mm, PG-64-22, 0-0.3 million ESALS, Binder Course, picked up at available plant locations in any quantity of one (1) ton or more per day, 300 tons-estimated usage.

Item 3
Superpave Asphalt Mixture Design, 25.0mm, PG64-22, 0-0.3 million ESALS, Base Course, picked up at available plant locations in any quantity of one (1) ton or more per day, 1000 tons-estimated usage.

Item 4
Pre-mixed Stockpile Patching Material, picked up at available plant locations in any quantity of one (1) ton or more per day, 200 tons-estimated usage.

The quantities listed are estimates and shall not be construed, in any way, as a commitment on the part of the City of Reading to purchase like amounts during the contract period.

The Contractor’s unit price cost shall include the return and acceptance of equal amounts of recycle asphalt product (RAP) from the City.

Bidders shall have the right to increase the contract unit price in an amount equal to the bidder's increase in costs of materials and supplies occurring subsequent to the date on which such bid is submitted (hereinafter referred to as "base date"). In the event the cost to the bidder for material and supplies is decreased subsequent to the date on which such bid is submitted to the bidder, the bidder shall decrease the contract unit price to the City. Any increase (or decrease) in the bidder's cost of materials and supplies after the base date shall be verified by proper documents furnished to the Director of Public Works and shall include proof of price to the bidder from the bidder's source of supply.

Should the bidder's allocation of any item be materially reduced by the bidder's source of supply, the bidder may reduce proportionately the quantity of such item to be delivered in accordance with this bid.

The City may withdraw or reduce the quantity of any item or terminate or reduce the scope of the contract:

(a) If the unit cost of any item covered by these escalator provisions is increased

more than ten percent (10%) above the base price, or
(b) If, because of an increase in the unit cost of one or more items covered by these escalator provisions, the total estimated cost of the contract is increased more than five percent (5%) above the base price.

The City of Reading reserves the right to reject any or all bids or any part of any bid and to award subsequent contracts in the best interest of the City.

INSTRUCTIONS TO BIDDERS

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 plans and 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 bid. This shall be delivered to the City Purchasing Coordinator on or before the time stated in the NOTICE TO CONTRACTORS.

Bids received at the Office of the Purchasing Coordinator after the hour specified, will not be considered. Bidders are invited to be present at the opening of bids.

BONDS

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

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

Contract bonds must be furnished by guaranty or Surety Company incorporated under the laws of the State of Pennsylvania or authorized to do business in the State of Pennsylvania, assurety, and authorized by the Courts of Berks County to become surety in judicial proceedings therein.

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 Workmen'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 the Contractor 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 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 worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself/herself, 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.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the**

Comprehensive General Liability coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to***: City of Reading, 815 Washington Street, Reading, PA 19601.*** All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

Liability insurance shall include automobile coverage, including "hired automobiles and non-ownership automobiles."

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Worker's Compensation and liability for bodily injury and property damage.

EQUAL EMPLOYMENT OPPORTUNITY

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

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

WAGES AND EMPLOYMENT REQUIREMENTS

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

SUPERVISION OF WORKERS

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.

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

SUBCONTRACTS

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

PERMITS/LICENSES/TAXES

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

BASIS OF PAYMENT

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

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

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

QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS

To ensure fair consideration for all bidders, the City prohibits communication to or with any department or division manager or employee during the bid process with the exception of those questions relative to interpretation of specifications or the bid process. Such questions shall be submitted to the Purchasing Coordinator in writing by February 24, 2014. An addendum will be issued by March 5, 2014.

Tammi Reinhart
Purchasing Coordinator
815 Washington Street, Room 2-45
Reading, PA 19601-3690
610-655-6427 (fax)
tammi.reinhart@readingpa.org

WITHDRAWAL OF PROPOSALS/BIDS

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

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

BID REJECTION

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

ESCALATOR CLAUSE

"Bidder shall have the right to increase the contract unit price in an amount equal to the bidder's increase in costs for materials and supplies occurring subsequent to the date on which such bid is submitted (hereinafter referred to as "date base" to the board having authority to award contracts. In the event the cost to the bidder for the

material and supplies is decreased subsequent to the date on which such bid is submitted the Board having authority to award contracts the bidder shall decrease the contract unit price to the City. Any increase (or decrease) in the bidder's cost material and supplies after the base date shall include proof of price to the bidder from the bidder's source of supply.

Should the bidder's allocation of any item be materially reduced by the bidders source of supply, the bidder may reduce proportionately the quantity of such item to be delivered in accordance with this bid.

The City may withdraw or reduce the quantity of any item or terminate or reduce the scope of the contract:-

(a) If the unit cost of any item covered by these escalator provisions is increased more than 10% above the base price, or

(b) If, because of an increase in the unit cost of one or more items covered by these escalator provisions, the total estimated cost of the contract is increased more than 5% above the base price.

CONTRACT EXTENSION

The City of Reading reserves the right to extend the contract for up to a three (3) month period at the terms set forth in the contract.

QUALITY STANDARD

All materials furnished under this contract shall conform to all requirements of Pennsylvania Department of Highways Form 408, latest edition.

COMPARISON OF BIDS

Bids submitted are "Unit Price" bids. The quantities of the various items are based on estimates of anticipated use during the ensuing year. The quantities are approximate and are included as a basis for determining the successful bid, and are not to be construed as binding on the contract or to establish any liability against the City of Reading. Bids received will be compared as to prices, upon the basis of the aggregate of Item 1 through 4 of each bid. The City reserves the right to increase, diminish or to omit entirely any of the quantities of Items given in the attached Bid Sheet.

UNBALANCED BID

Unbalanced bids will be subject to rejection.

BITUMINOUS MIXTURE CERTIFICATION

The contractor shall furnish, upon request, to the Director of Public Works Form TR-465, "Daily Bituminous Mixture Certification," for all materials supplied under this contract.

EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City on form as included within the bidding documents for the appropriate bonds, indemnities and insurance's 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 General Contractor or approved representative (Construction 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 (Architect or Engineer).

The City shall have the right to withhold disbursement funds if in the City's opinion construction 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, General Contractor fails to comply with this Agreement, or for other conditions or circumstances which the City deems not to be in the best interest of the public.

ACCESSS TO ACCOUNTING RECORDS

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

ASSIGNMENT OF REFUND RIGHTS

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

CONTRACTS WITH SUBCONTRACTORS

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

CONTRACTOR SHALL NOT BE IN ARREARS

The City of Reading reserves the right to reject any and all bids from any person whose City work heretofore has proven unsatisfactory or dilatory, or who is in arrears to the City of Reading, upon debt or contract, or who is, or has been a defaulter as principal, surety, or otherwise to the said City of Reading.

PICK UP LOCATIONS

All bidders shall accurately identify in their proposal the supply point to "pick up" material they would provide. In the order to promote equity and permit a cost analysis comparison of bids the City will evaluate bids by including a factor to account for travel to and from the proposed "pick up" locations. A City study has determined this additive to be $0.57 per mile.

The average City pick up being 2.60 tons, the number of pick ups anticipated to be traveled will be determined by dividing 2.60 into the 2300 tons of pick up specified (885 pick ups) times the round trip distance. A study conducted by the City indicated the following distance the nearest plant of five (5) local bituminous product suppliers.

E.J.B. Paving & Mat.	7.5 Miles	(round trip)
Windsor Service, Inc.	11.4 Miles	(round trip)
E.J. Breneman, Inc.	12.8 Miles	(round trip)
Eastern Industries	17.4 Miles	(round trip)
Burkholder	22 Miles	(round trip)

This study will be extended to include distance to the site of other supply points if the City is advised of other pick up locations.

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 or the work.

5. The contractor refuses to proceed with work when and as directed by the City.

6. The contractor abandons the work.

Contractors who have questions concerning various aspects of this Contract should contact the following persons:

Tammi Reinhart
Purchasing Coordinator
815 Washington Street, Room 2-45
Reading, PA 19601-3690
(610) 655-6427 – FAX
tammi.reinhart@readingpa.org

DOCUMENTS TO BE SUBMITTED WITH BID

BID ITEMS

CITY OF READING, PENNSYLVANIA

DEPARTMENT OF PUBLIC WORKS
OPERATIONS DIVISION

NOTICE TO BIDDERS:- For Furnishing Bituminous Supplies for pick up.

1. For Furnishing Superpave Asphalt Mixture Design, 9.5mm, PG 64-22, 0-0.3 million ESALS, Wearing Course.

2. For Furnishing Superpave Asphalt Mixture Design, 19.0mm, PG 64-22, 0-0.3 million ESALS, Binder Course.

3. For Furnishing Superpave Asphalt Mixture Design, 25.0mm, PG 64-22, 0-0.3 million ESALS, Base Course.

4. For Furnishing Pre-mixed Stockpile Patching Material.

Items 1 thru 4 are the Material Items incorporated in the proposal.

BID SHEET

2013 ANNUAL CITY OF READING CONTRACT
FOR FURNISHING BITUMINOUS MATERIALS
FOR PICK UP

	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
1. For furnishing Superpave Asphalt Mixture Design, 9.5mm, PG 64-22, wearing, 0-0.3 million ESALS, SRL –any, conforming to the Penn DOT Publication 408, F.O.B. at available plant locations in any quantity of one (1) ton or more per day.			
Price per ton	800 Tons		
2. For furnishing Superpave Asphalt Mixture Design, 19.0mm, PG 64-22, Binder, 0-0.3 Million ESALS, conforming to the Penn DOT Publication 408, F.O.B. at available plant locations in any quantity of one (1) ton or more per day.			
Price per ton	300 Tons		
3. For furnishing Superpave Asphalt Mixture 25.0mm, PG 64-22, Base, 0-0.3 million ESALS, conforming to Penn DOT Publication 408, F.O.B. at available plant Locations in any quantity of one (1) ton or more per day.			
Price per ton	1000 Tons		
4. For furnishing Pre-Mixed Stock-pile patching material, conforming to Penn DOT Specifications, to be picked up at available locations, in any quantity of one (1) ton or more per day.			
Price per ton	200 Tons		

	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
TOTAL ITEMS 1-4			

PICK-UP LOCATION & ROUND TRIP MILES:

_____

_____

SPECIFICATIONS

FOR FURNISHING BITUMINOUS MATERIALS FOR PICK UP

READING, PENNSYLVANIA

Proposal of

_____
(name)

_____
(address)

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

Dear Mayor Spencer:

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

The undersigned declares that no member of Council, 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 of otherwise in this proposal or in this proposal or has supervision or overall responsibility for the implementation of 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 one hundred percent

(100%) of the contract price within ten (10) days of mailing of the contract documents from the City to the Principal, and to begin work within 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 Public Works of the City of Reading and its Engineer, the Furnishing of Bituminous Materials for the total sum as herein bid:

TOTAL ITEMS 1-4:

_____DOLLARS
(written)

($_____)
(figures)

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

FOR INDIVIDUAL:

_____(Seal)

FOR CORPORATION:

_____
(Name of Corporation)

By:

_____
(Official Title)

Attest:

_____
(Secretary or Asst. Secretary)

For Partnership:

_____
(Name of Partnership)

By:

_____(Seal)

_____(Seal)
Partners

FORM OF BID BOND

BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned _____, as Principal (the "Principal"), and _____ _____ a corporation organized and existing under laws of the _____ of _____, as Surety (the "Surety"), are held and firmly bound unto _____ _____ as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of_____ Dollars ($_____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal herewith is submitting a Proposal to the Obligee to Furnish Bituminous Pick Up Materials, pursuant to plans, specifications and other documents constituting the Contract Documents which are incorporated into said Proposal by reference (the "Contract Documents"), as prepared by the Department of Public Works, City Hall, 815 Washington Street, 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 he Obligee, shall execute and deliver the Agreement and furnish to the Obligee proper evidence of effectiveness of insurance coverage, respectively

within the time, in the forms and in the amounts, as appropriate, required by the Contract Documents, then this Bond shall be void, otherwise, this Bond shall remain in full force and effect.

The Principal and the Surety agree to pay to the Obligee the difference between the amount of said Proposal, as accepted by the Obligee, and any higher amount for which the required work shall be contracted for by the Obligee, together with any additional advertising costs, architect's fees, legal fees and any all other fees and expenses incurred by the Obligee by reason of the failure of the Principal to enter into such Agreement with the obligee, or to furnish such Contract Bonds, or to furnish evidence of effectiveness of such insurance coverage; Provided, however, that (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the Obligee should not procure an executed contract with any other person for the performance of the work contemplated in said Proposal, as accepted by the Obligee, upon the same terms and conditions, other than price, as provided in the Contract Documents, within the period provided in the Contract Documents during which no proposals of bidders may be withdrawn, whether because of the lack of other proposals, or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any higher proposal would be greater than the Obligee shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay to the Obligee the full amount of this Bond as liquidated damages.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this _____day of _____, 20__.

(Individual Principal)

_____(Seal)
Signature of Individual

Witness:

_____

Trading and Doing Business as:

_____

(Partnership Principal)

_____(Seal)
(Name of Partnership)

Witness: By:

_____ _____(Seal)
(Partner)

Witness: By:

_____ _____(Seal)
(Partner)

Witness: By:

_____ _____(Seal)
(Partner)

Witness: By:

_____ _____(Seal)
(Partner)

(Corporation Principal)

Attest:

_____
Name of Corporation

_____
(Asst. Secretary)

By:
_____
(Vice) President

(CORPORATE SEAL)

or (if appropriate)

_____
(Name of Corporation)

By:

_____

Authorized Representative

Witness:

_____

- 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, dated as of the same date as the affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

(1) He/She is_____
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

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

I state that _____ understands
(Name of Firm)
and

acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this contract.

_____
(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____
DAY OF _____, 20___

_____ My Commission Expires
Notary Public

CONTRACT DOCUMENTS

C O N T R A C T

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

THIS AGREEMENT, made and concluded this _____ day of _____, in the year two thousand and ___ by and between the City of Reading, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, party of the first part, and _____, Contractor, party of the second part, pursuant to law and to the provisions and requirements of the ordinance of the City of Reading, Pennsylvania.

WITNESSETH, that the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the party of the first part for itself, its successors and assign, and the party of the second part for itself, himself, or themselves, its successors, or his or their executors and administrators as follows:

PARTS OF CONTRACT. Notice to Contractors; Bid Instructions; Documents to be Submitted with Bid; Contract Documents; shall each form a part of the Contract.

CONTRACT NO. _____

CONTRACT

THE CONTRACT SUM. The City shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

_____

(state here the lump sum amount, unit prices, or both as desired in individual cases.)

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

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 _____

_____

_____

CONTRACT NO. _____

IN WITNESS WHEREOF, the said City of Reading has caused this Agreement to be executed by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the party of the second part.

_____

_____

the day and year first above written.

CITY OF READING

BY:

_____
Mayor

ATTEST:

_____
City Clerk

Signed and Sealed in the Presence of

_____
CONTRACTOR

_____
PRESIDENT

_____
SECRETARY

CONTRACT NO. _____

PERFORMANCE BOND

Know all men by these presents that we, _____ _____ 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 ($_____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain proposal, dated _____, 20 ___, to perform the WORK for the OBLIGEE, in connection with the

_____

_____

_____

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 forebearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY cause this bond to be signed, sealed and delivered this _____ day of _____, 20__.

(INDIVIDUAL PRINCIPAL)

_____(SEAL)
(Signature of Individual)

Witness:

_____

Trading And Doing Business As:

_____

(Partnership Principal)

_____(Seal)
(Name of Partnership)

Witness:

_____ By:_____(Seal)
(Partner)

_____ By:_____(Seal)
(Partner)

_____ By: _____(Seal)
(Partner)

_____ By: _____(Seal)
(Partner)

(Corporation Principal)

_____
Name of Corporation

By: _____
(Officer or Authorized Representative)

Title: _____

Attest:

By: _____

Title: _____

(Corporate Seal)

Witness:

/s/ _____

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

(Corporation SURETY)

(Corporate Seal)

_____
(Name of Corporation)

Witness:

_____ **By: _____
Asst. Secretary Attorney-in-Fact

** Attach an appropriate Power of Attorney, dated as of the same date as the BOND, evidencing the authority of the Attorney-in-Fact to act in behalf of the Corporation.

STIPULATION AGAINST LIENS

WHEREAS, _____, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated _____, 20 __, with _____ hereinafter called the CITY, to Furnish Bituminous for Pick Up 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 _____ day of _____, 20___.

(SEAL)

_____
(CITY OF READING)

ATTEST: By: _____

Title: _____

By: By: _____

Title: _____ Title: _____

(SEAL)

_____
(CONTRACTOR)

ATTEST: By: _____

Title: _____

By: _____ By: _____

Title: _____ Title: _____

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated _____, 20 __, providing for the Furnishing of Bituminous Materials for the City of Reading, Pennsylvania.

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

EXECUTED this _____ day of _____, 20__.

BY:_____

Title: _____

ATTEST:

_____

_____

(Title)

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 employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

_____

_____
BIDDER

_____
TITLE