

REQUEST FOR BIDS  
FIRST ENERGY STADIUM SEATS  
PUBLIC WORKS DEPARTMENT  
CITY OF READING, PA



# **TABLE OF CONTENTS**

## **NOTICES AND INSTRUCTIONS**

Notice to Contractors  
Instructions to Bidders

## **DOCUMENTS TO BE SUBMITTED WITH BID**

Bid Proposal Form  
Bid Bond  
Non-Collusion Affidavit  
Non Discrimination Statement  
Provider's Certification of Non-Indebtedness to the City of Reading  
Statement of Bidders Qualifications  
Statement Regarding Manufacture of Cement

## **CONTRACT DOCUMENTS**

Contract  
Performance Bond  
Payment Bond  
Statement Accepting Provisions of PA Worker's Compensation Act  
Stipulation Against Liens  
Indemnity Agreement  
Notice to Proceed

## **TECHNICAL SPECIFICATIONS**

**CITY OF READING, PENNSYLVANIA**

**NOTICE TO BIDDERS**

The City of Reading will receive sealed bids in the Office of the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA, until 3:00 P.M., prevailing time on January 31, 2018 for the Reading Phillies Seating Project for the City of Reading.

Specifications and Bid Forms for the above work can be obtained online at [www.readingpa.gov](http://www.readingpa.gov).

Bid surety, as specified in this document, shall accompany each bid. A certified check or bid bond will be accepted.

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

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

TAMMI REINHART  
Purchasing Coordinator

## **INSTRUCTIONS TO BIDDERS**

### **PROPOSAL SUBMISSION**

Proposals shall be submitted in **triplicate** 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 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 Maintenance Bond, Payment Bond, 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.

### **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.

## **WORKERS' 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 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 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.

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

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

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

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

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

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

Please forward a certificate of insurance verifying these insurance requirements.

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

Liability insurance shall include the hazard of collapse, damage to underground utilities, underground blasting, and excavation.

Prior to any blasting which may be required, blasting insurance shall be obtained by the Contractor in an amount satisfactory to the City Engineer.

Liability insurance shall include the hazard of building collapse and of damage to adjoining properties and/or to individuals located within or adjacent to each project site.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers’ Compensation and liability for bodily injury and property damage, and automobile insurance.

Contractor to furnish written proof that all his/her employees and all his/her subcontractors’ employees have received adequate Confined Space Entry Training meeting all OSHA requirements.

## **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.

## **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 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.

## **QUALITY**

Where a bid is asked for a certain article or "Approved Equal" and the bidder intends to furnish an article which the bidder considers equal to the one named, the bidder must specify in the bid the name and grade of said article. All disputes concerning grade and quality of materials or work shall be determined by a person duly authorized by the Director of Public Works.

## **TIME OF COMPLETION**

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

All seats and hardware shall be delivered to the First Energy Stadium, 1900 Centre Avenue, Reading, PA on or before **March 9, 2018**. The bid should include the cost of shipping. Installation will be provided by the Reading Fightin Phils Staff and the cost of installation should therefore not be included in the bid. We will accept partial shipment until all of the seats arrive.

## **BUSINESS PRIVILEGE TAX**

The City of Reading imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2 1/4 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.

## **MANDATORY PRE-BID MEETING**

There is no pre bid meeting for this project.

## **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 of the bid process. Such questions shall be submitted to the Purchasing Coordinator in writing by 2PM, January 23, 2018. Responses to questions shall be issued to all bidders in the form of a written addendum no later than January 26, 2018.

Tammi Reinhart  
Purchasing Coordinator  
City of Reading  
City Hall, Room 2-45  
815 Washington Street  
Reading, PA 19601-3690  
Tammi.Reinhart@readingpa.gov

## **WITHDRAWAL OF PROPOSALS/BIDS**

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 bids may be withdrawn for a period of ninety (90) days following the formal opening and receipt of bids by the City of Reading.

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

## **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.

## **EXECUTION OF CONTRACT**

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

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

All attachments are considered as part of this document.

## **METHOD OF PAYMENT**

Payments shall be based on an invoice submitted by the General Contractor or approved representative (Construction Manager). The City shall have the right to withhold disbursement funds if in the City's opinion construction work, services provided and/or product quality for which payment has been requested is of poor workmanship and/or service/product quality, 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.

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

## **ACCESS TO ACCOUNTING RECORDS**

The contractor shall certify that all materials, equipment, and labor charged to the City are accounted for and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The City or its representatives shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this contract, and the contractor shall preserve all 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 referenced paragraphs in any contract with subcontractors.

## **NOTICE TO PROCEED**

The Contractor shall begin work on the job site within ten (10) days after receiving Notice to Proceed from the City.

## **DISCONTINUANCE OF WORK**

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.

DOCUMENTS TO BE SUBMITTED  
WITH BID

**PROPOSAL FOR THE FIRST ENGERY STADIUM SEATS**

**DEPARTMENT OF PUBLIC WORKS**

**CITY OF READING, PENNSYLVANIA**

Proposal of

---

(name)

---

(address)

TO: Wally Scott, Mayor  
City of Reading  
815 Washington Street  
Reading, PA 19601

Dear Mayor Scott:

In conformity with City Plans and specifications, all as prepared by the Public Works Department 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, Director of Department, 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 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 ten (10) 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 for the total sum as herein bid:

\_\_\_\_\_ (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 perform the \_\_\_\_\_ Work in connection with the construction of

\_\_\_\_\_ pursuant to plans, specifications and other documents constituting the Contract Documents which are incorporated into said Proposal by reference (the "Contract Documents"), as prepared by the Department of Public Works, City Hall, 815 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 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 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 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 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 \_\_\_\_\_ 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)

Attest:

\_\_\_\_\_  
(Ass't. Secretary)

\_\_\_\_\_  
Name of Corporation

By: \_\_\_\_\_  
(Vice) President

(CORPORATE SEAL)

or (if appropriate)

\_\_\_\_\_  
Name of Corporation

By: \_\_\_\_\_  
Authorized Representative

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

Signed \_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me on

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

\_\_\_\_\_

\_\_\_\_\_

(Title)

My commission expires:

\_\_\_\_\_

(Corporate 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 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 \_\_\_\_\_ understands  
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied

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

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires

**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.

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BIDDER

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TITLE

**STATEMENT REGARDING MANUFACTURE OF CEMENT**

The following statement is to be signed by an authorized officer of the company.

The undersigned contractor hereby certifies in accordance with City of Reading Resolution #192-92, that any cement used in performance of this contract shall not have been manufactured by a process using hazardous materials, as defined by the Environmental Protection Agency, in the manufacture and makeup thereof.

**CONTRACTOR**

By: \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_

Date: \_\_\_\_\_



**PROVIDER’S CERTIFICATION OF NON-INDEBTEDNESS  
TO THE CITY OF READING**

Provider hereby certifies and represents that Provider and Provider’s parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the “City”), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City’s satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

\_\_\_\_\_  
Name of Provider

By: \_\_\_\_\_  
Authorized Signatory

Title: \_\_\_\_\_  
President or Vice President

Attest: \_\_\_\_\_

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

- a) Name of Bidder: \_\_\_\_\_
- b) Permanent main office address: \_\_\_\_\_
- c) When organized: \_\_\_\_\_
- d) If a corporation, where incorporated: \_\_\_\_\_
- e) How many years have you been engaged in the contracting business under your present firm or trade name: \_\_\_\_\_
- f) Contracts on hand: (Schedule these on an attached sheet, showing amount of each contract and the appropriate anticipated dates of completion.)
- g) Have you ever failed to complete any work awarded to you? If so, where and why?  
\_\_\_\_\_
- h) Have you ever defaulted on a contract? \_\_\_\_\_ If so, where and why?  
\_\_\_\_\_
- i) List the more important projects recently completed by your company on an attached sheet, stating the approximate cost of each, and the month and year completed.
- j) List your major equipment available for this contract:  
\_\_\_\_\_  
\_\_\_\_\_
- k) Describe experience in construction work, services provided and products delivered similar in importance to this project on an attached sheet.
- l) Background and experience of the principal members of your organization, including the officers.  
\_\_\_\_\_

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m) Credit available: \$ \_\_\_\_\_

n) Give Band reference: \_\_\_\_\_

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

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

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

---

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

---

q) The undersigned hereby authorized and requests any person, firm or corporation to furnish any information requested by the "City of Reading" in verification of the recitals comprising this Statement of Bidder's Qualifications.

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

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

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t) The undersigned hereby authorized any person, firm or corporation to furnish any information requested by the City of Reading in verification of the recitals comprising this Statement of Bidder's Qualifications.

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

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

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

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

# 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 \_\_\_\_\_, by and between the City of Reading, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, party of the first part, and \_\_\_\_\_, Contractor, party of the second part, pursuant to law and to the provisions and requirements of the ordinance of the City of Reading, Pennsylvania.

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

CONTRACTOR'S GENERAL AGREEMENT. The Contractor covenant, promises and agrees to and with the party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing date of \_\_\_\_\_ and hereto attached, to furnish all the material, machinery, equipment, tools, labor and transportation, except as hereinafter otherwise provided, at his own cost, necessary or proper for the purpose of executing the work embraced in this contract in a good, substantial and workmanlike manner, and in strict accordance with the specifications pertaining to this contract a herein contained.

PARTS OF CONTRACT. The Location Map; Notice to Contractors; Bid Instructions; Documents to be Submitted with Bid; Contract Documents; Documents to be Submitted During the Course of the Contract; 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: \_\_\_\_\_ (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.

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 Public Works, or other applicable Director, so to do

and to complete the entire work not later than *DATE OR TIME PERIOD FROM ISSUANCE OF NOTICE TO PROCEED*, 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 ten (10) 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 hereinbefore specified, he shall pay to the City the sum of Five Hundred Dollars (\$500) 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 \_\_\_\_\_

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

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



**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 this \_\_\_\_\_ day of, 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 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 \_\_\_\_, 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:

\_\_\_\_\_

Signed:

\_\_\_\_\_

\_\_\_\_\_

(Title)

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

\_\_\_\_\_

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

My commission expires:

\_\_\_\_\_

\*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.

**PAYMENT BOND**

Know All Men by These Presents That We, \_\_\_\_\_ (contractor) hereinafter called the PRINCIPAL, and \_\_\_\_\_ (SURETY) hereinafter called the SURETY, a corporation organized and existing under laws of the \_\_\_\_\_ of \_\_\_\_\_ are held and firmly bound unto \_\_\_\_\_, hereinafter called the OBLIGEE, as hereinafter set forth, in the full and just sum of \_\_\_\_\_ dollar (\_\_\_\_\_), 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 \_\_\_\_\_, 20 \_\_, to perform the WORK for the OBLIGEE, in connection with the

\_\_\_\_\_ 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 \_\_.

(INDIVIDUAL PRINCIPAL)

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

WITNESS:

\_\_\_\_\_

Trading and Doing Business as:

\_\_\_\_\_

(PARTNERSHIP PRINCIPAL)

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

WITNESS:

\_\_\_\_\_ By: \_\_\_\_\_  
Partner

\_\_\_\_\_ By: \_\_\_\_\_  
Partner

\_\_\_\_\_ By: \_\_\_\_\_  
Partner

\_\_\_\_\_ By: \_\_\_\_\_  
Partner

(CORPORATION PRINCIPAL)

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



By: \_\_\_\_\_  
Officer or \*Authorized  
Representative)

ATTEST:

By: \_\_\_\_\_

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

(Corporate Seal)

Witness:

\_\_\_\_\_

Signed \_\_\_\_\_

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

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

\_\_\_\_\_

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

My commission expires:

\_\_\_\_\_

\*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:

\_\_\_\_\_  
Asst. Secretary

By: \_\_\_\_\_  
Attorney-in-Fact

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

**STATEMENT ACCEPTING PROVISIONS OF WORKERS' COMPENSATION ACT**

STATE OF \_\_\_\_\_

ss.

COUNTY OF \_\_\_\_\_

The undersigned contractor has accepted the provisions of the Workers' Compensation Act of Pennsylvania, with all supplements, and has insured liability thereunder in accordance with the terms thereof with the insurance company whose signature is attached hereto.

For Individual

\_\_\_\_\_(SEAL)

For Corporation

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

By:\_\_\_\_\_  
(Official Title)

Attest:\_\_\_\_\_  
(Secretary or Asst. Secretary)

For Partnership

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

By:\_\_\_\_\_(SEAL)

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

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

By:\_\_\_\_\_  
Attorney-in-Fact

**STIPULATION AGAINST LIENS**

WHEREAS, \_\_\_\_\_, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated \_\_\_\_\_, 20\_\_\_\_, with \_\_\_\_\_ hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the: as set forth in the CONTRACT DOCUMENTS as prepared by the City of Reading.

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

This stipulation is made and shall be filed with the Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

(SEAL)

\_\_\_\_\_  
(CITY OF READING)

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

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

ATTEST:

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

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

(SEAL)

\_\_\_\_\_  
(CONTRACTOR)

ATTEST:

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

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

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

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)

**NOTICE TO PROCEED**

TO:

Project: First Energy Stadium Seats

Contract No. 2018-1

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

You are hereby notified to commence work on the referenced contract on or before \_\_\_\_\_, 20\_\_\_\_, and shall fully deliver all of the seats and hardware no later than March 2, 2018.

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\_\_\_\_\_

# **TECHNICAL SPECIFICATIONS**

Replacement is for 2,116 fixed plastic seat backs and bottoms at the First Energy Stadium, Reading, PA.

The existing 2,116 plastic seat backs and bottoms are Contour Seats CS 200 stadium seats.

Replacement seats do not have to be the same make and model. However, they must be of the same quality and must fit in the existing seat base structure, arm rest enclosure and designed to hold the Contour Seats CS 200 stadium seats. Please contact the Purchasing Coordinator for any clarifications.

The seats must include a seat back and bottom and to replace the existing seat back and bottom.

The Reading Fightin Phils will select the final replacement seat color once the provider is established to ensure the color matches the existing stadium layout.

The actual size of the seats varies across the 2,116 seat locations and all bids should include onsite measurement/review of the existing layout to ensure a perfect fit for all 2,116 seat locations.

As a general description of the existing sizes: Sizes of the seat back and bottom are between 18” and 22” in width. Depth of the seat bottoms are between 11” and 13”. Height of the seat back is between 13” and 16”.

Any and all hardware, including all screws, seat numbers, seat number rivets, row numbers, etc., are required to install the replacement seats should be included in the bid.