SPECIFICATIONS

NEW STREETLIGHT SYSTEMS PROJECT

FOR THE CITY OF READING

PENNSYLVANIA

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NOTICE AND INSTRUCTIONS

CITY OF READING, PENNSYLVANIA

NOTICE TO CONTRACTORS

The City of Reading will receive sealed proposals in the Office of the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA., until 3:00 PM, prevailing time on Friday, May 15, 2015, for the new street light systems project for the City of Reading, Pennsylvania, as per specifications on file in the Office of the Purchasing Coordinator. Bids will be opened at 3:00 PM on Friday May 15, 2015.

Bidder must be PennDOT prequalified as specified in section 102.01, of Publication 408. Contractors qualifying as subcontractors may submit bids as a prime contractor, consistent with their qualifications and as specified in section 108.01, Publication 408.

The City of Reading in accordance with Title VI of the U.S. Civil Rights Act of 1964 and Parts 21 and 23 of 49 C.F.R., notifies all bidders that it will affirmatively insure the DBE will be afforded full opportunity to submit bids in response to this invitation and that no person will be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. Both the City of Reading and PennDOT intend to reach a goal of 4% DBE participation in this project.

Project Description: To increase lighting on Penn Street from 2nd and Penn Streets to 8th and Penn Streets in Reading, PA. The existing lighting averages about 75 watts per pole. The existing pole spacing ranges from 45 feet apart to 150 feet apart. The distance from sidewalk to fixture is approximately 15-16 feet. At this range, the light cast by the existing fixtures is dim. The purpose of this project is to create a brighter and more uniform lighting on the sidewalks along these blocks to enhance security, increase pedestrian traffic along Penn Street, and brighten the downtown to help draw new business to the area.

A pre-bid conference will be held on April 22, 2015, at 10:00 AM in City Hall, 815 Washington St Reading, Pennsylvania. All prospective contractors are encouraged to attend.

Specifications and Proposal Forms for the above work can be obtained at the Office of the Purchasing Coordinator, Rm. 2-45 City Hall, Reading, Pennsylvania. A twenty-five dollar ($25.00) non refundable fee is required for each set of specifications on disk. Checks are made payable to the City of Reading.

Each proposal shall be accompanied by bid surety in the amount of ten percent (10%) of the proposal. A certified check or bid bond will be accepted.

Attention is called to the fact that Pennsylvania State Wage Rates must be paid by the contractor and that employees shall not be discriminated against because of race, color, age, religion, sex or national origin.

The City of Reading reserves the right to accept or reject any and all bids, as may be in the public interest.

Funding for this project is from Penn DOT.

Tammi Reinhart
Purchasing Coordinator

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 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.

CONTRACTORS

Bidder must be PennDOT prequalified as specified in section 102.01, of Publication 408. Contractors qualifying as subcontractors may submit bids as a prime contractor, consistent with their qualifications as specified in section 108.01, Publication 408.

DISADVANTAGED BUSINESS ENTERPRISE & SMALL BUSINESS CONCERN INVOLVEMENT

The Commonwealth of Pennsylvania is committed to providing opportunities for Disadvantaged Business Enterprises and small business concerns to compete for work. Small business concerns are those entities seeking to participate in Commonwealth contracts that meet the definition of a small business concern set forth in Section 3 of the Small Business Act and Small Business regulations implementing it at 13 C.F.R. Part 21. Contractors are encouraged to involve Disadvantaged Business Enterprises and small business concerns in the required work and to submit documentation of any such involvement in the proposal/project.

CONSTRUCTION ITEMS:

The construction items bid under this contract are governed by the Pennsylvania Department of Transportation (PennDOT) Publication 408 Specifications, dated 2011, and latest change number; together with the special provisions; attachments and supplemental specifications contained herein and the applicable standard roadway and structure construction drawings of PennDOT. All construction materials and construction methods must conform to the requirements of PennDOT Publication 408 Specifications, unless otherwise noted herein. Wherever any conflict occurs between the Specifications of Publication 408 and those contained herein, bring the conflict to the attention of the Engineer for clarification and resolution. * See attachment in PennDOT section

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

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

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

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

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

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

Umbrella/Excess Liability – with limits of not less than $2,000,000 per occurrence and $2,000,000 aggregate following from underlying liability coverage.

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 and PennDOT, their 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.

WAGES AND EMPLOYMENT REQUIREMENTS

Bidder agrees that not less than the Pennsylvania Prevailing Wages will be paid.

The Contractor will further agree to comply with Commonwealth of Pennsylvania Act of August 15, 1961, P.L. 1225 and amendments as applicable.

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 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.

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 City.

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.

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

BUSINESS PRIVILEGE TAX

Any questions regarding Business Privilege Tax should be directed to the Citizen Service Center at 1-877-727-3234.

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.

PRE-BID MEETING

For the purpose of familiarizing Bidders with the project, answering questions, and issuing addenda as needed for clarification of the bidding document, a pre-bid meeting will be held with City representatives on April 22, 2015, at 10:00 AM in the City Council Chambers, 815 Washington Street, 2nd Floor, Reading, Pennsylvania.

WITHDRAWAL OF PROPOSALS/BIDS

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

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

BID REJECTION

The City of Reading reserves the right to reject any or all bids. 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.

Bids cannot be negotiated up or down.

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 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.

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

ACCESS TO ACCOUNTING RECORDS

The contractor shall certify that all materials, equipment, and labor charged to the City are accounted for and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The City or its representative shall be afforded access the 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 and to provide proof thereof to the City of Reading if requested.

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.

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

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 10:00 AM, April 30, 2015. Responses to questions shall be issued to all bidders in the form of a written addendum no later than 2:00 PM, May 5, 2015. Any addendums will be sent out 7 calendar days before bid. No addendums will be sent out less than 3 working days before bid.

Tammi Reinhart, Purchasing Coordinator
City Hall Purchasing Office
815 Washington Street
Reading, PA 19601-3690
(610) 655-6207 (fax) 610 655-6427
tammi.reinhart@readingpa.org

LOCALLY SPONSORED PAYMENT PROCESS

As certified invoices for work performed by the Contractor are submitted by the Local Project Sponsor following established estimate dates, the Department will, for Federal-aid projects, submit charges through the state billing system to the FHWA for reimbursement. Upon receipt of FHWA reimbursement, the Department will pay the Local Project Sponsor the federal and state share of the approved charges as applicable. For Non-Federal-aid projects, as certified invoices are submitted, the Department will pay the Local Project Sponsor for the state share of the approved charges. The Local Project Sponsor is required to pay the Contractor the federal, state, and local share of approved charges, as applicable, within 10 calendar days of the date of the Department's check.

THE FOLLOWING INSTRUCTIONS FOR CONTRACTORS REGARDING AFFIRMATIVE ACTION ARE PROVIDED FOR INFORMATION PURPOSES. THE SUCCESSFUL BIDDER ASSUMES THE OBLIGATION TO TAKE WHATEVER AFFIRMATIVE ACTIONS ARE NECESSARY TO ASSURE EQUAL EMPLOYMENT OPPORTUNITY IN ALL ASPECTS OF EMPLOYMENT, IRRESPECTIVE OF RACE, COLOR, CREED, OR NATIONAL ORIGIN.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED)

(1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(2) The goals are timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation in Each Trade	Goals for Female Participation for Each Trade
Until Further Notice	2.5% for all trades	6.9% for All Trades

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(3) **THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 10 WORKING DAYS OF AWARD OF ANY CONSTRUCTION SUBCONTRACT IN EXCESS OF $10,000 AT ANY TIER FOR CONSTRUCTION WORK UNDER THE CONTRACT RESULTING FROM THIS SOLICITATION. THE NOTIFICATION SHALL LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE SUBCONTRACTOR; EMPLOYER IDENTIFICATION NUMBER; ESTIMATED DOLLAR AMOUNT OF THE SUBCONTRACT; ESTIMATED STARTING AND COMPLETION DATES OF THE SUBCONTRACT; AND, THE GEOGRAPHICAL AREA IN WHICH THE CONTRACT IS TO BE PERFORMED.**

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
THE CURTIS CENTER SUITE 750 WEST
170 SOUTH INDEPENDENCE MALL WEST
PHILADELPHIA, PA 19106-3309
PHONE (215) 861-5764

As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Reading, Pennsylvania.

State of _____)
) ss.
County of _____)

I, _____, Notary Public, being duly sworn, deposes and says that he is _____ of _____,
(Name of Organization)
and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

_____
NOTARY PUBLIC

My Commission Expires:

SUPPLEMENTARY GENERAL TERMS AND CONDITIONS

1. Lead-Based Paint Hazard

The contractor is hereby specifically made aware of the HUD lead-based paint regulations, 24 CFR, Part 35, which are applicable to the construction or rehabilitation of residential structures. To the extent that the subject matter of this contract involves residential structures, the contractor will comply with the lead-based paint regulations.

2. Compliance With Air and Water Acts

The contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 32 USC 1251 et seq., and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended from time to time.

The contractor and any of its subcontractors for work funded under the contract which is in excess of $100,000 agree to the following agreements:

(a) A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20.

(b) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act; as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(c) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(d) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this Section in every non-exempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this contract be utilized with respect to a facility which has given rise to a conviction under Section ll3(c)(l) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

3. Interest of Members, Officers, or Employees of Pubic Body, Member of Local Governing Body, or Other Public Officials

No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the contract.

4. Executive Order 11625 – Minority Business Enterprise

(a) It is the policy of the City to take positive steps to maximize the utilization of minority business enterprises in all contract activity administered by the City.

(b) The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract.

As used in the contract, the term "minority business enterprise" means a business, at least fifty percent (50%) of which is owned by minority group members, or in the case of publicly owned businesses, at least fifty-one percent (51%) of the stock is owned by minority group members. For the purpose of this definition, minority groups are members of Blacks, Hispanics, Asians, Native Americans, Alaskans, or Pacific Islanders.

5. <u>Executive Order 12138 – Women's Business Enterprise</u>

(a) It is the policy of the City to take positive steps to maximize the utilization of women business enterprises in all contracts administered by the City.

(b) The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract.

As used in the contract, the term "women business enterprise" means a business, that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

6. <u>Age Discrimination Act of 1975</u>

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

7. <u>Section 504 Handicapped</u> (if $2,500 or over)

Affirmative Action for Handicapped Workers:

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative or workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of

Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

PENNDOT'S SPECIFICATIONS PUBLICATION 408

This Project is to be constructed in accordance with these specifications and the most current PennDOT Publication 408 with applicable change number. Where there is a conflict PennDot Publication 408 will govern.

Throughout these specifications and PennDOT's Specifications Publication 408, wherever references are made to the Commonwealth, the Department, or its employees, for the purpose of this contract it will mean the contracting Local Authority and its corresponding employees, unless superseded by Law.

However, prequalification of bidders, as specified in Section 102.01, of Publication 408, will be performed by PennDOT.

The following designated special provisions found in Appendix C PENNDOT Specification Publication 408 are applicable to the project:

DSP1 – Offset Provision for Commonwealth Contracts (use only when state funds involved, not required when only federal funds are involved.)

DSP2 – Contractor Responsibility Provisions

DSP3 - Provisions for Commonwealth Contracts concerning the Americans with Disabilities Act

DSP7-Disadvantaged Business Enterprise Requirements – 4% Goal (Attached)

DSP8 - F.A.R. – Required Contract Provisions Federal-Aid Construction Projects – September 1993 ATTACHED

DSP9 - Special Supplement – Anti-Pollution

DSP10 – Non-Discrimination/Sexual Harassment Clause

DSP11- Contractor Integrity Provisions

DSP12 – Executive Order 11246, with Appendix A and B

In addition to any of the sections specified in the proposal, the following Sections of PennDOT's Specification Publication 408 are also applicable to this project:

Throughout PennDOT's Specification Publication 408, it is indicated to electronically submit through the ECMS website. The Local Authority will give other ways to submit that will be considered acceptable.

Section 102.06
Section 103.01
Section 103.05
Section 104.02
Section 105.10
Section 106.01
Section 106.03 (b) 3
Section 107.05
Section 107.16 (c)
Section 108.05
Section 108.06
Section 108.10
Section 110.03
Section 112
Section 901.3(y)
Section 1105.01(e) (6)

Section 106.02 **Section 110.02**

E.E.O. Covered Area

For the purpose set forth in the Executive Order 11246, the covered area for this contract is Berks County, which is within the Economic Area of Philadelphia, PA as listed in Appendix B.

"Executive Order 11246 (with Appendix A and B)" in Appendix C of Publication 408.

Copies of Publication 408 are available for sale from PennDOT's Publication and Sales Store located on the 5th floor of the Keystone Building, 400 North Street in Harrisburg. The mailing address and telephone number are:

PennDOT Sales Store
P.O. Box 208
Harrisburg, PA 17105-2028
(717) 787-6746

Publication 408 is also available on the internet at:
www.dot.state.pa.us under General Information > Publications, Forms and Maps

3 - Page Document

Date: March 09, 2010

Subject: Reading Lighting **FPN (U):** N/A
SR - Section N/A **FPN (C):** N/A
MPMS No. 81360

To: District Executive
District 5-0
Attention: **Dave Rader**, Utility Relocation Administrator

From: City of Reading

Following is the Utility Clearance data (Form D-419) for the above project.

This project is scheduled for an April 2010 letting.

This certifies that all written responses from all known utilities within the project limits have been Received, and are on file in the District Office as of January 22, 2010. Therefore, it is recommended that a certification of Utility Clearance be furnished to FHWA.

All necessary arrangements have been made for all known utility relocation work to be undertaken and completed as required for proper coordination with the construction schedules.

UTILITIES

Cooperate with the public utility companies and local authorities in the placement, replacement, relocation, adjustment, or reconstruction of their structures and facilities during construction.

Contact all utility representatives at least fifteen (15) calendar days prior to starting operations.

PRIOR	Anticipated completion before the Notice to Proceed is issued. Actual or anticipated completion date shown.
RESTRICTIVE	To be completed by the Utility before operating without restriction. Number of calendar days required AFTER THE DATE OF NOTICE TO PROCEED.
CONCURRENT	Simultaneous with, but not restricting operations. Number of calendar days required.
COORDINATED	Phasing with specific construction operations. Number of calendar days required AFTER COMPLETION OF SPECIFIC CONSTRUCTION OPERATIONS.
NOT AFFECTED	Identifies UTILITY with facilities in the construction area which are not anticipated to be affected. Specific information may be provided by the UTILITY.
INCORPORATED	Utility relocation work to be incorporated into the prime highway construction contract.
CONDITIONAL RESTRICTIONS and TIME REQUIREMENTS	Identify conditions affecting the utility's ability to perform work, i.e., certain times of the day, week, or year that a facility cannot be shut down, acquisition of R/W by the Commonwealth, demolition of buildings, relocation of other utilities, etc. Show number of calendar days.

Rader Page 1
Utility Clearance, Utility Certification (D419)

COMCAST CABLE OF READING
Contact: Jeff Roeckle, 610-378-4640.

NOT AFFECTED – (Aerial) – SR 0010, Sta. 753+50 Lt. to Sta. 765+00 Lt. The Utility's facilities parallel east side of roadway on GPU poles.

Verizon
Contact: Jeff Kramer, 610-371-4344

NOT AFFECTED – (U/G) – SR 0010, Sta. 753+50 Lt. to Sta. 765+00 Lt.

READING AREA WATER AUTHORITY
Contact: Walt Pawling, 610-655-6253

NOT AFFECTED

D & E COMMUNICATIONS
Contact: William Price, 610-404-6237

NOT AFFECTED

FRONTIER COMMUNICATIONS
Contact: Craig Pletz, 717-355-7333

NOT AFFECTED

MAW COMMUNICATIONS
Contact: Frank Wiczkowski, 610-396-1050

NOT AFFECTED

MET – ED
Contact: Al Nerino, 610-921-6157

NOT AFFECTED

AT&T COMMUNICATIONS
Contact: Lou Marello, 973-927-1114

NOT AFFECTED: Project will not impact RR corridor that crosses Penn Street between 6th and 8th Streets where AT&T underground fiber optic cable is located

LEVEL 3 COMMUNICATIONS
Contact: Matt Weller, 610-871-2026

NOT AFFECTED

ZAYO BANDWIDTH
Contact: Leo Snyder, 800-390-6094

NOT AFFECTED

XO COMMUNICATIONS
Contact: Mike Harrison 610 2885644

NOT AFFECTED

UGI UTILITIES
Contact: Curtis Button 610 736-5571

NOT AFFECTED

Filled out and completed by Garreth Donly (610) 898-6166 on behalf of the City of Reading.

All necessary arrangements have been made for all known utility relocation work to be undertaken and completed as required for proper coordination with the physical construction schedules.

Garreth Donly PROJECT MANAGER OCR ON BEHALF OF THE CITY OF READING
Signature and Title GDONLY@BOSCOVS.COM

PennDOT Regulations

4901-01 Maintenance and Protection of Traffic during Construction

Contractor is responsible to follow safety procedures outlined below. Contractor is required to follow guidelines outlined which represent, but not limited to PENNDOT standards. Contractor is responsible to review all PENNDOT Safety Standards and incorporate said standards into their Safety Program.

Description:
This work is the furnishing, installing, maintaining, and removal of temporary traffic control detours and devices as indicated and in accordance with section 901.

Construction:
In accordance with Publication 408, Section 901:

A. Furnish and place "THIS ROADWAY UNDER CONSTRUCTION" (W23-1) signs at the limits of work for the project four (4) days in advance of start of construction as directed. Place signs at the start of construction in each direction.
B. Maintain and Protect traffic in accordance with PA 67 Code, Chapter 212, Figures PATA 5, 7, 8, 9aS, 10b, 24, and 40 of Publication 213.
C. Use Type III or Type VII orange retro-reflective sheeting materials on all long term traffic control signs and devices. Type III and Type VII retro-reflective sheeting materials may be used on the "This Roadway under Construction" (W23-1) signs.
D. Provide new or like new traffic signs and devices. Do not use reflective sheeting that is scratched, scarred, dirty, or shows evidence of loss of reflectivity. Do not use signs or devices that are cracked, bent, dented, or broken.
E. Do not have short term lane closures between 6:00 am and 9:00 am and 3:00 pm and 6:00 pm Monday through Sunday.
F. Notify the City Traffic Engineer (610 655-6265), the Inspector in Charge, and property owners two weeks in advance of all traffic restrictions or changes.
G. Contact emergency services and appropriate municipal officials, including police, fire, ambulance, schools, BARTA (Berks Area Regional Transportation Authority) offices, and postal service at least two weeks prior to the start of any operations affecting the flow of traffic.
H. Maintain access to all side roads, private driveways, and business at all times. If short term operations will affect access to driveways, provide minimum 72 hours notice to property owners.
I. During all phases of construction, maintain clear site distances at all side roads and driveways.
J. If parking restrictions are required, contact the Reading parking Authority in advance to make arrangements. Erect and maintain required temporary **"NO PARKING"** signs. Remove signs when no longer required.
K. Do not park personal vehicles within highway right of way without permission from the Inspector in Charge.

L. Maintain constant surveillance of traffic control operations and satisfactorily replace or correct all missing, damaged, ineffective, or misaligned equipment to the satisfaction of the Inspector in Charge.
M. During non working hours, do not stop, leave standing, or park construction equipment on traffic lane.
N. Place traffic control channelizing devices in the direction of traffic flow.
O. Immediately remove any earth, gravel, or other material tracked or spilled in traffic lanes or shoulders not in protected work areas.
P. Provide additional channelizing devices and barricades at intersections, major driveways, and ramps to prevent vehicles from turning into a lane closed for construction. Space the channelizing devices at 5 foot intervals or as directed by the Inspector –In- Charge.
Q. Submit a schedule of layout of operations showing lane closings, construction vehicle access points, and anticipated dates of work to the Inspector –In-Charge two weeks prior to commencing work requiring closure of roadway lanes.
R. At completion of project, remove all construction signs and devices from the project site.
S. Provide all equipment, tools, services, supplies, personnel, and transportation to maintain the various traffic control systems.
T. If construction operations require modifications to maintenance and protection of traffic on this project, submit a revised Traffic Control Plan for review and approval by the Engineer.
U. Equip all construction equipment that travels in any lane of traffic open to public use with high intensity flashing lights. Use flashing lights of an amber color. Have flashing lights operating when vehicle is entering, leaving, or traveling on any traffic lane open to public use. Provide lights that have a 360 degree of vision.
Magnetically attach sign, or approved equal, to all vehicles excluding concrete delivery trucks used on this project during construction operations which travel the project on any traffic lane open to public use.
Size for signs for pick up trucks and smaller vehicles are a minimum 1 foot high by 3 foot wide with 3 inch letters. Signs for larger trucks are a minimum of 2 foot high by 5 foot wide with 6 inch letters. Provide a sign legend of an orange background with black letters, readable at a distance of 200 feet during daylight hours. Provide sign lettering which reads as follows:

CONSTRUCTION VEHICLE
KEEP ALERT FOR
SUDDEN STOPS AND TURNS

Insure that ANSI 107-2004 Class 2 apparel (orange and florescent yellow-green) is worn by all employees engaged in work operations within the Right of Way of any Federal-Aid or State Highway. Flaggers shall be required to wear ANSI 107-2004 Class 2 vests (orange or florescent yellow-green), when performing flagger operations. ANSI Class 3 apparel should be considered for additional flagger visibility at night.

V. Coordinate delivery of materials to minimize inconvenience to the traveling public.
W. Protect any excavations, obstructions, or construction work so as to not expose traffic to hazards.

X. Protect any excavations, obstructions, or construction work so as to not expose pedestrian traffic to hazards.

END OF SECTION

APPENDIX C DESIGNATED SPECIAL PROVISION 7 (DSP7) (MODIFIED)

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

NOTE: Use on Federal-aid projects only. Disadvantaged Business Enterprise Participation of Federal Projects is accessed by logging on to the Department's ECMS website. Log on to http://www.dot14.state.pa.us/ECMS/ log into ECMS as a guest by following directions on the lower right hand portion of the ECMS login box, click OK at the disclaimer. Then, from the "Business Partner" drop-down menu at the left hand upper corner of the ECMS page select "Contractors, then "PA UCP DBE Listing".

I. DBE GOAL— 4%

To create a level playing field that Disadvantage Business Enterprises (DBEs) can compete fairly for U.S. Department of Transportation assisted contracts, PENNDOT has established, in connection with this contract, a goal as specified in the proposal of the original contract amount for the utilization of firms owned and controlled by socially and economically disadvantaged individuals certified as DBEs at the time submission of DBE Participation of Federal Projects documents are due. This goal remains in effect throughout the life of the contract. When the award of the contract is made with a DBE participation less than the contract goal, continue Good Faith Effort throughout the life of the contract to increase the DBE participation to meet the contract goal.

Include the following provisions in every subcontract, so that such provisions will be binding upon each subcontractor, regular dealer, manufacturer, consultant, or service agency.

(a) Policy. It is the policy of the U.S. Department of Transportation and PENNDOT that DBEs, as defined in 49 CFR Part 26, as amended, and this Designated Special Provision, be given the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to this contract. The term DBE as used throughout also applies to Women Business Enterprises and all requirements herein are applicable.

(b) DBE Obligation. Take all necessary and reasonable steps, according to 49 CFR Part 26, as amended, to ensure that DBEs have the opportunity to compete for and perform contracts. Do not discriminate on the basis of race, color, national origin, or sex in the award and performance of PENNDOT and U.S. Department of Transportation assisted contracts.

(c) Failure to Submit DBE Requirements. Failure to comply with DBE requirements includes, but is not limited to, failure to submit DBE Participation for Federal Projects within the time period specified, failure to exert a reasonable Good Faith Effort to meet the established goal, or failure to realize the approved DBE participation level set forth may result in the bidder being declared ineligible for the contract.

(d) Failure to Comply with DBE Requirements. All contractors and subcontractors are hereby advised that failure to carry out the requirements specified hereinabove constitutes a breach of contract and, after notification to the U.S. Department of Transportation, may result in termination of the contract, being barred from bidding on Department contracts for up to 3 years, or any other remedy that PENNDOT deems appropriate.

II. DEFINITIONS—

Consistent with the federal regulations, the following definitions apply for terms used in this specification: (a) Certified DBE means a for-profit small business concern:

1. **Certified DBE.** A certified DBE means a entity certified by any of the following agencies: Allegheny County, Office of Minority, Women and Disadvantaged Business Enterprises; City of

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Philadelphia, Minority Business Enterprise Council; Pennsylvania Department of Transportation, Bureau of Equal Opportunity; Port Authority of Allegheny County, Office of Equal Opportunity; or Southeastern Pennsylvania Authority, Small & Disadvantage Business Utilization Department.

2. That is a least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and

3. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(b) Small business concern means, with respect to firms seeking to participate as DBE's in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in subsection 26.65(b).

(c) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

1. Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.

2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

- "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- Women;

- Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration, at such time as the Small Business Act designation becomes effective.

(d) Committee. The Good Faith Effort Review Committee.

(e) Director. Director, Bureau of Equal Opportunity.

(f) DBE Participation for Federal Projects. PENNDOT Schedule of DBE Participation that is accessed by the Department's ECMS website.

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(g) Revised DBE Participation for Federal Projects. DBE Participation for Federal Projects, Schedule of DBE Participation, which includes new DBE firm(s) as well as those not affected by the revision.

III. COUNTING DBE PARTICIPATION TOWARD THE DBE GOAL -

Utilization of certified DBEs is in addition to all other equal opportunity

requirements of the contract. Count DBE participation toward meeting the DBE

goal as follows:

(a) DBE Firms. If a firm is a certified DBE and registered as a business partner at the time submission of DBE Participation for Federal Projects documents are due, the total dollar value of the contract awarded to the certified DBE is counted toward the applicable DBE goal except as provided below.

When a DBE participates in a contract, count only the value of the work actually performed by the DBE toward DBE goals.

The Department requires that all prime contractors including DBE prime contractors perform at least 50% of the work on a Department project. A DBE bidder on a prime contract will receive credit toward any DBE goal for all work performed with its own forces. The Department strongly encourages DBE prime contractors to make additional outreach efforts to solicit DBEs to perform subcontracting work on the project.

Count the entire amount of that portion of a construction contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE.

Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

(b) Materials and Supplies.

1. **DBE Manufacturer.** If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals.

   A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

2. **DBE Regular Dealer.** If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals.

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A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

(c) Services. With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals.

(d) Trucking Firms. The following factors are used in determining DBE credit:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

3. The DBE receives credit for the total value of the transportation services it provides on the contract using tracks it owns, insures, and operates using drivers it employs.

4. The DBE may lease trucks from another DBE firm, including an owner-operator who is a certified DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

5. The DBE may also lease tracks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the

transportation services provided by the lessee, since these services are not provided by a DBE.

6. For purposes above, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

   Any services to be performed by a DBE agency are required to be readily identifiable to the project.

(e) Specialty Items. In cases where specialty items and DBE involvement overlap, follow the requirements specified in Section 108.01(c).

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IV. ACTIONS REQUIRED BY THE BIDDER AT THE BIDDING STAGE AND PRIOR TO AWARD -

Responsive. When the goal established by the Department is met or exceeded, the apparent low bidder is required to submit evidence of such solicitations and commitments to Ms. Rebecca Mescher-Vuxta, PENNDOT Contract Awards, at (fax) (717) 705-1504 by 3:00 P.M. prevailing local time within 7 calendar days after the bid opening. When the seventh calendar day after the bid opening falls on a day the PENNDOT offices are closed, submit the DBE Participation for Federal Projects by 3:00 P.M. prevailing local time on the next business day.

When the goal established by the Department is not met, demonstrate a Good Faith Effort to meet the DBE contract goal. Demonstrate that the efforts made were those that a bidder seeking to meet the goal established by the Department would make, given all relevant circumstances. Fax the Good Faith Effort documentation to Ms. Rebecca Mescher-Vuxta, PENNDOT Contract Awards, at (fax) (717) 705-1504 so that they are received by the time specified above.

When the above required documentation is not provided by the apparent low bidder within the time specified, the bid will be rejected and the apparent next lowest bidder will be notified by telephone to submit evidence of such solicitations and commitments to the address listed above by 3:00 P.M. prevailing local time within 7 calendar days notification.

The demonstration of Good Faith Effort is accomplished by seeking out DBE participation in the project given all relevant circumstances. The following are the kinds of efforts that may be taken, but they are not deemed to be exclusive or exhaustive. The Director and/or Committee will consider other factors and types of efforts that may be relevant:

- Efforts made to solicit through all reasonable and available means (e.g., use of the DBE Directory, attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must provide written notification, at least 15 calendar days prior to the bid opening, to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- Efforts made to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- Efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- Efforts made to negotiate in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and

specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own work force does not relieve the bidder of the responsibility to make Good Faith Effort. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

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- Failure to accept a DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the DBE contract goal.

- Efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance.

- Efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

- Efforts to effectively use the Department's DBE Supportive Services Contractors, services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

If the goal has not been met at the time of bid submission, the Bidder is expected to make a concerted effort between that time and the time that DBE Participation of Federal Projects documents are due.

V. ACTIONS TO BE TAKEN BY THE DEPARTMENT BEFORE AWARD -

If the apparent low bidder meets the DBE contract goal and all other contract requirements, the Department will approve the submission.

NOTE: If any DBE listed on the DBE Participation of Federal Projects is not prequalified, if required, at the time the Department desires to award the contract, the Department will issue a conditional approval of the DBE Participation of Federal Projects to the apparent low bidder.

If the apparent low bidder fails to meet the DBE contract goal, the Director and/or Committee will review the apparent low bidder's DBE data and Good Faith Effort to meet the DBE contract goal. If the Good Faith Effort is deemed satisfactory, the Director and/or Committee will recommend award.

If the Committee determines that the apparent low bidder has failed to make a Good Faith Effort, the bid will be rejected and the apparent low bidder will be notified of the rejection. The Department will then notify, by telephone, the apparent next lowest bidder on the project to submit evidence of such solicitations and commitments to the address listed in Section IV, Actions Required by the Bidder at the Bidding Stage and Prior to Award, by 3:00 P.M. prevailing local time within 7 calendar days after notification.

The bidder's proposal and all appropriate DBE data will be submitted to the Director and/or Committee for evaluation. If, during the review of the bidder's DBE data and Good Faith Effort information, the Director and/or Committee has questions, the bidder may be contacted for clarification.

VI. ACTION TO BE TAKEN BY THE DEPARTMENT AFTER AWARD -

To ensure that all obligations awarded to DBEs under this contract are met, the Department will review the Contractor's DBE involvement efforts during the performance of the contract.

(a) Sanctions. Upon completion of the work the Department will review the actual DBE participation and make a determination regarding the Contractor's compliance with the applicable requirements specified herein.

In the event the Contractor is found to be in noncompliance, the Prequalification Officer, acting under the direction of the Committee, may impose sanctions that the Committee deems appropriate.

Sanctions may be imposed for unwarranted shortfalls in the approved goal.

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VII. ACTION REQUIRED BY THE CONTRACTOR AFTER AWARD -

(a) DBE Participation Goal. When DBE Participation of Federal Projects is approved with a DBE participation less than the contract goal, continue efforts toward meeting the contract goal.

(b) Prequalifieation or Approval. Firms listed on DBE Participation of Federal Projects are not to commence work until they are prequalified or approved, if required.

When submitting Form 4339R, Request for Subcontractor Approval, to the District for approval of a DBE named on DBE Participation of Federal Projects, according to this Designated Special Provision, attach the following when electing not to attach a copy of the DBE subcontract or agreement:

- A copy of the executed signature page,
- A copy of the description of the scope of work, and
- A copy of the unit prices as they appear in the DBE's subcontract or

agreement.

(c) Substitution. The Contractor shall immediately notify the District Engineer/Administrator and the Bureau of Equal Opportunity, in writing, before substituting a DBE or making any change to the DBE participation listed on the approved DBE Participation of Federal Projects. The notification from the Contractor must include documentation supporting the substitution. Requests to substitute DBEs will be scrutinized closely. Contractors should demonstrate that a DBE is unwilling or unable to successfully perform and that every effort has been made to allow the DBE to perform.

1. If the arrangement to be replaced is agreeable between the Contractor and the DBE, the following procedures are required:

   - The Contractor must make a Good Faith Effort to recontract the work with another DBE, or subcontract other work items to DBE firms, to make up the DBE shortfall.
   - Contact available qualified DBEs and DBE referral sources in an effort to recontract the work or subcontract other work items with DBEs, if a DBE contract shortfall exists.
   - Provide the District Engineer/Administrator with a Revised DBE Participation of Federal Projects and additional Good Faith Effort information, when the approved DBE Participation of Federal Projects amount is not met, within 7 calendar days after written notification to the District Engineer/Administrator. If the DBE performed on the project, the Revised DBE Participation of Federal Projects should include the total amount paid to the DBE prior to the DBE substitution.

   The Contractor's Good Faith Effort information will be forwarded to the Director and/or Committee for evaluation. If, during the review of the

Contractor's Good Faith Effort information, the Director and/or Committee has questions, the Contractor may be contacted for clarification.

During the 7 calendar day period specified above and the additional period required for Department processing of the Revised DBE Participation of Federal Projects, the Contractor may continue the substituted work with their own forces to maintain the scheduled progress of the work, with the written approval of the District Engineer/Administrator.

If the projected DBE participation on an approved DBE Participation of Federal Projects exceeds the goal amount for the contract without counting the amount committed to a substituted DBE, then no contract shortfall exists and the Contractor is not required to replace the DBE. A Revised DBE Participation of Federal Projects must be submitted to reflect the decreased dollar amount.

2. If the arrangement to be replaced is not agreeable between the Contractor and the DBE, the following procedures are required:

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- The Contractor or the affected DBE must immediately request a mediation meeting with the Department by contacting the District Office.

« The Contractor or any other subcontractor may not perform the DBE work until the completion of the mediation meeting.

- Upon completion of the mediation meeting, if a Revised DBE Participation of Federal Projects is required, the Contractor must submit a Revised DBE Participation of Federal Projects according to VII.(c)l. above.

Failure to make Good Faith Effort as determined by the Committee, or failure to comply with the provisions of this Section for substitution of a DBE, will constitute a breach of contract and, after notification to the U.S. Department of Transportation, may result in termination of the contract being barred from bidding on Department contracts for up to 3 years, or any other remedy that PENNDOT deems appropriate.

(d) Additional Work. When additional work is required for any classification of work which is identified on the DBE Participation of Federal Projects to be performed by the DBE, at least 50% of this additional work will be performed by the same DBE unless the DBE submits, in writing, that he/she cannot perform the work due to his/her own limitations. If the DBE cannot perform this additional work, the prime may take necessary measures to complete the work.

(e) Progress Payments. Bring to the attention of the Department, in writing, any situation in which regularly scheduled progress payments are not made to DBE subcontractors, regular dealers, manufacturers, consultants, or service agencies.

(f) Records and Reports. Keep such project records as are necessary to determine compliance with Disadvantaged Business Enterprise Utilization obligations. Design these records to indicate:

- The number of disadvantaged and nondisadvantaged subcontractors, regular dealers, manufacturers, consultants, and service agencies, and the type of work or services performed on or materials incorporated in this project.

- The progress and efforts made in seeking out DBE contractor organizations and individual DBEs for work on this project to maintain the level of DBE participation outlined on DBE Participation of Federal Projects.

- Documentation of all correspondence, personal contacts, telephone calls, etc., to obtain the services of DBEs for this project. Submit reports, as required by PENNDOT, but at least on a monthly basis, on those contracts and other business executed with DBEs, with respect to the records referred to above, in such form and manner as prescribed by PENNDOT. Submit monthly reports, Form EO-402 (Monthly DBE/MBE/WBE Status Report), to the Inspector-in-Charge within 5 working days following the end of the month and have them contain:

  - The number of contracts awarded to DBEs, noting the type of work and amount of each contract executed with each firm and including the execution date of each contract.

- The amount paid to each DBE during the month and the amount paid to date.

- Paid invoices or a certification attesting to the actual amount paid to each firm, upon completion of the individual DBE's work. In the event the actual amount paid is less than the award amount, provide a complete explanation of the difference.

Maintain all such records for a period of 3 years following acceptance of final payment. Make these records available for inspection by PENNDOT and FHWA.

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APPENDIX C

DESIGNATED SPECIAL PROVISION 8 (DSP8)

F. A. R. – REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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I. GENERAL—

(a) These contract provisions shall apply to all work performed on the contract by the Contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or subcontract.

(b) Except as otherwise provided for in each section, the Contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

(c) A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

(d) A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, (b);

Section IV, (a), (b), (c), (d), and (g);

Section V, (a) and (b)1 through (b)7.

(e) Disputes arising out of the labor standards provisions of Section IV (except (e)) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved according to the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the DOL, or the Contractor's employees or their representatives.

(f) Selection of Labor: During the performance of this contract, the Contractor shall not:

1. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

2. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION—

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

(a) Equal Employment Opportunity (EEO). EEO requirements not to discriminate and to take affirmative action to ensure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:

~~**1.** The Contractor will work with the Department and the Federal Government in carrying out EEO~~ obligations and in their review of his/her activities under the contract.

2. The Contractor will accept as his/her operating policy the following statement:

"It is the policy of this Company to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."

(b) EEO Officer. The Contractor will designate and make known to the Department's contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

(c) Dissemination of Policy. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every 6 months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within 30 days following their reporting for duty with the Contractor.

3. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority group employees.

4. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

5. The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

(d) Recruitment. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

1. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

2. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

3. The Contractor will encourage his/her present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

(e) Personnel Actions. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age, or disability. The following procedures shall be followed:

1. The Contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

2. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

3. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

4. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his/her avenues of appeal.

(f) Training and Promotion.

1. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

2. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25% of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

3. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

4. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

(g) Unions. If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

1. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

2. The Contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, or disability.

3. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Department and shall set forth what efforts have been made to obtain such information.

4. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Department.

(h) Selection of Subcontractors, Procurement of Materials and Leasing of Equipment. The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

1. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

2. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts that the Contractor enters into pursuant to this contract. The Contractor will use his/her best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from Department personnel.

3. The Contractor will use his/her best efforts to ensure subcontractor compliance with their EEO obligations.

(i) Records and Reports. The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the FHWA.

1. The records kept by the Contractor shall document the following:

1.a The number of minority and non-minority group members and women employed in each work classification on the project;

1.b The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

1.c The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

1.d The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

2. The Contractor will submit an annual report to the Department each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES—

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

(a) By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

(b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).

(c) The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE—

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

(a) General.

1. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination"), which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under (b) of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, (c)2, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in (d) and (e) of this Section IV.

2. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

3. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

(b) Classification.

1. The Department's contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

2. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

the additional classification is utilized in the area by the construction industry;

the proposed wage rate, including any BONA FIDE fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

with respect to helpers, when such a classification prevails in the area in which the work is performed.

3. If the Contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

4. In the event the Contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

5. The wage rate (including fringe benefits where appropriate) determined pursuant to (b)3 or (b)4 of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

(c) Payment of Fringe Benefits.

1. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

2. If the Contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(d) Apprentices, Trainees (Programs of the U.S. DOL), and Helpers.

1. Apprentices.

1.a Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

1.b The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed.

1.c Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits according to the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid according to that determination.

1.d In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

2. Trainees.

2.a Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

2.b The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

2.c Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits according to the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

2.d In the event the Employment and Training Administration withdraws approval of a training program, the Contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

1. **Helpers.**

3.a Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV, (b). Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) Apprentices and Trainees (Programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of (d) of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

(f) Withholding.

The Department shall, upon its own action or upon written request of an authorized representative of the DOL, withhold, or cause to be withheld, from the Contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Department's contracting officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(g) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in (d) and (e) above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(h) Violation.

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in (g) above, the Contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in (g), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in (g).

(i) Withholding for Unpaid Wages and Liquidated Damages.

The Department shall, upon its own action or upon written request of any authorized representative of the DOL, withhold, or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in (h) above.

V. STATEMENTS AND PAYROLLS—

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

(a) Compliance with Copeland Regulations (29 CFR 3).

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor, which are herein incorporated by reference.

(b) Payrolls and Payroll Records.

1. Payrolls and basic records relating thereto shall be maintained by the Contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

2. The payroll records shall contain the name, social security number, and address of each such employee; his/her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for BONA FIDE fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, (a). Whenever the Secretary of Labor, pursuant to Section IV, (c)2, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the Contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

3. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the Department's Representative a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, (d) and (e), and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under (b)2 of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

4. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

. that the payroll for the payroll period contains the information required to be maintained under (b)2 of this Section V and that such information is correct and complete;

. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

. that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

5. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by (b)4 of this Section V.

6. The falsification of any of the above certifications may subject the Contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

7. The Contractor or subcontractor shall make the records required under (b)2 of this Section V available for inspection, copying, or transcription by authorized representatives of the Department, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Department, the FHWA, the DOL, or all may, after written notice to the Contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR—

(a) On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the Contractor shall:

1. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

2. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

3. Furnish, upon the completion of the contract, to the Department's Representative on Form FHWA-47 together with the data required in (a)2 relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

(b) At the prime contractor's option, either a single report covering all contract work or separate reports for the Contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT—

(a) The Contractor shall perform with its own organization contract work amounting to not less than 30% (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the Contractor's own organization (23 CFR 635).

1. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

2. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

3. The contract amount upon which the requirements set forth in (a) of Section VII is computed includes the cost of material and manufactured products, which are to be purchased or produced by the Contractor under the contract provisions.

1. The Contractor shall furnish:

. a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work according to the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and

. such other of its own organizational resources (supervision, management, and engineering services) as the Department's contracting officer determines is necessary to ensure the performance of the contract.

5. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Department's contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the Department has ensured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION—

(a) In the performance of this contract the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the Department's contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

(b) It is a condition of this contract, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, according to Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

(c) Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS—

In order to ensure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

. *"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

. *Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

. *Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

. *Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."*

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT—

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

(a) That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

(b) That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

(c) That the firm shall promptly notify the Department of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(d) That the firm agrees to include or cause to be included the requirements of (a) through (d) of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—

(a) Instructions for Certification - Primary Covered Transactions.

(Applicable to all Federal-aid contracts—49 CFR 29.)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the Department to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department to which this proposal is submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under (a)6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Primary Covered Transactions

(a) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (a)2 of this certification; and

4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

(b) Instructions for Certification - Lower Tier Covered Transactions.

(Applicable to all subcontracts, purchase orders, and other lower tier transactions of $25,000 or more—49 CFR 29)

1. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under (b)5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

(a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING—

(Applicable to all Federal-aid construction contracts and to all related subcontracts that exceed $100,000—49 CFR 20)

(a) The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," according to its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The prospective participant also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A—EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

(a) During the performance of this contract, the Contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

1. To the extent that qualified persons regularly residing in the area are not available.

2. For the reasonable needs of the Contractor to employ supervisory or specially experienced personnel necessary to ensure an efficient execution of the contract work.

3. For the obligation of the Contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (a)3 shall not exceed 20% of the total number of employees employed by the Contractor on the contract work, except as provided in subparagraph (d) below.

(b) The Contractor shall place a job order with the State Employment Service indicating

. the classifications of the laborers, mechanics and other employees required to perform the contract work,

. the number of employees required in each classification,

. the date on which he/she estimates such employees will be required, and

. any other pertinent information required by the State Employment Service to complete the job order form.

The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the Contractor in the original job order is substantially modified, he/she shall promptly notify the State Employment Service.

(c) The Contractor shall give full consideration to all qualified job applicants referred to him/her by the State Employment Service. The Contractor is not required to grant employment to any job applicants who, in his/her opinion, are not qualified to perform the classification of work required.

(d) If, within 1 week following the placing of a job order by the Contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the Contractor, or less than the number requested, the State Employment Service will forward a certificate to the Contractor indicating the unavailability of applicants. Such certificate shall be made a part of the Contractor's permanent project records. Upon receipt of this certificate, the Contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (a)3 above.

(e) The Contractor shall include the provisions of Sections (a) through (d) of this Attachment A in every subcontract for work, which is, or reasonably may be, done as on-site work.

DOCUMENTS TO BE SUBMITTED WITH BID

BID FORM

Penn Street Lighting and Re-lamping Project

CONTRACT NO 1 – LIGHTING PROJECT – PENN STREET (GENERAL CONTRACT)

ARTICLE 1 – BID RECIPIENT

(This form is the official Bid Form to be executed and submitted in triplicate by the Bidder.)

1.01 This bid submitted to:

City of Reading
Purchasing Division
815 Washington St., Room 2-45
Reading, PA 19601

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.03 This Bid submitted by:

_____
Bidder's Name

_____
Bidder's Address State

_____ _____
Bidder's Phone No. Bidder'sFax No.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder understands that unit prices are included for adjustments of the contract amount in the event the Owner directs additional work not shown on the drawings. No adjustments will be made for actual work quantities completed in performing the work shown on the plans.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASE BID

5.01: BIDDER WILL COMPLETE THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS FOR THE FOLLOWING PRICE(S):

NOTE: WORDS HAVE BEEN ABBREVIATED AS FOLLOWS:

LINEAL FEET	LF
SQUARE FEET	SF
SQUARE YARDS	SY
LUMP SUM	LS
EACH	EA

WORK CLASS CODE	ITEM NUMBER	ITEM AND UNIT PRICE	QUANTITY & UNIT	UNIT PRICE	TOTAL PRICE
BASE BID					
X	0608-0001	Mobilization	1 LS	$	$
X	0609-0008	Field Office Type B	1 LS	$	$
X	0609-0009	Equipment Package	1 LS	$	$
X	0688-0002	Microcomputer with battery backup	1 LS	$	$
X	0689-0002	Network Schedule	1 LS	$	$
M1	0810-0052	Remove Trees including Stump Grinding	12 EA	$	$
Q	0901-0001	Maintenance and Protection of Traffic	1 LS	$	$
P8	9954-0401	New Electrical Services (meter Bases Identified on Plan)	3 EA	$	$
K/P8	9000-0001	New Complete Type A Single Head Pole (with Luminaire) 320 Watt	18 EA	$	$
K/P8	9000-0002	New Complete Type B Double Head Pole (with Luminaires) 250 Watt	1 EA	$	$
P8	9000-0003	New Double Arm and 250 Watt Lamp Assembly Type B	9 EA	$	$
P8	9000-0004	New Retro Fit Columbia Luminaire Assembly 320 PS	70 EA	$	$

P8	9000-0005	New Retro Fit Columbia Luminaire Assembly 150 PS	9 EA	$	$
P8	9000-0006	New Retro Fit Columbia Luminaire Assembly 250 PS	16 EA	$	$
P8	9000-0007	Wire through Conduit	3021 LF	$	$
Z	9000-0008	Paint Poles on South Side of 700 Block	12 EA	$	$
Z	9000-0009	Repaint Existing Poles	75 EA	$	$
K2	9000-0010	Replace Existing Tree Pit with Brick Pavers (at Location of Tree Removal)	1 EA	$	$
C1	9000-0011	Remove Brick Pavers/Sawcut Concrete to Create New Tree Pit (Match Existing City Style)	1 EA	$	$
M	9000-0012	Plant New Tree from City's Approved List	3 EA	$	$
P8	9000-0013	New Lamp 320 Watt	88 EA	$	$
P8	9000-0014	New Lamp 250 Watt	73 EA	$	$
P8	9000-0015	New Lamp 150 Watt	9 EA	$	$
F1	9000-0016	Roadway Repair	120 SY	$	$
C1/K1	9000-0017	Type II Excavation with Suitable Material Backfill	1007 LF	$	$
K	9910-0154	New Concrete Bases (per Plan)	19 EA	$	$
C1/P8	9954-0154	Type IV Excavation	72 LF	$	$
C1/P8	9954-0011	1-1/4" Conduit	3021 LF	$	$
C1/K1	9954-0152	Type II Excavation including remove/reinstallation of brick pavers	2014 LF	$	$
			BASE BID TOTAL		$

BIDDER ACKNOWLEDGES THAT ESTIMATED QUANTITIES ARE NOT GUARANTEED, AND ARE SOLELY FOR THE PURPOSE OF COMPARISON OF BIDS, AND FINAL PAYMENT FOR ALL UNIT PRICE BID ITEMS WILL BE BASED ON ACTUAL QUANTITIES, DETERMINED AS PROVIDED IN THE CONTRACT DOCUMENTS.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security.

B. Non-Collusion affidavit of Prime Bidder.

C. Lobbying Certification Forms

D. DBE – Attachment A

E. Public Works Employment verification Form

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____
(SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability):_____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____
Title: _____
(CORPORATE SEAL)
Attest _____

Date of Qualification to do business in _____is
____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

_____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. *[If applicable]*

BID BOND

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

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

a corporation organized and existing under laws of the _____ of _____, as

Surety (the "Surety"), are held and firmly bound unto_____ as

Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of

_____Dollars

($_____),

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

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

WITNESSETH THAT:

WHEREAS, the Principal herewith is submitting a 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 19601-3690.

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, Payment Bond and a Wage Rate Compliance Bond, and upon award of a contract to him by the Obligee, shall execute and deliver the Agreement and furnish to the Obligee proper evidence of effectiveness of insurance coverage, respectively within the time, in the forms and in the amounts, as appropriate, required by the Contract Documents, then this Bond shall be void, otherwise, this Bond shall remain in full force and effect.

The Principal and the Surety agree to pay to the 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)

(PARTNERSHIP PRINCIPAL)

_____
(Name of Partnership)

(Seal)

Witness:

_____
(Seal)

Witness:

_____

By:_____
(Partner)

By:_____
(Partner)

(Seal)

Witness:

_____

By:_____
(Partner)

(Seal)

Witness:

_____

By:_____
(Partner)

(Seal)

(CORPORATION PRINCIPAL)

_____
(Name of Corporation)

By:_____
(Vice) President

Attest:

_____
(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

_____
(Name of Corporation)

By:_____
(Authorized Representative)

Signed _____

_____
(Title)

Subscribed and sworn to before me on

this ___ day of _____, 20 ___

_____

_____
(Title)

My Commission Expires:

_____

(CORPORATION SURETY)

_____
(Name of Corporation)

By:_____
(Attorney-In-Fact)

Witness:

_____

(Corporate Seal)

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

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 timeframe 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: _____

RESOLUTION NO. 192-92

WHEREAS, reportedly, twenty-five cement manufacturing facilities in the United States are currently burning well over two billion pounds a year of hazardous waste as a source of fuel and additional profit in the cement manufacturing process; and

WHEREAS, approximately twenty cement manufacturing facilities are seeking permission to start this practice; and

WHEREAS, sufficient data and evidence as to the safety of cement products made from hazardous waste has not been proven; and

WHEREAS, it is in the best interest of the citizens of the City of Reading in regard to their health and quality of life that cement derived from hazardous waste be banned from any City projects.

NOW, THEREFORE, the Council of the City of Reading resolves that the City of Reading will not purchase cement from any facility that burns hazardous waste as fuel in its manufacturing process, nor allow the use of concrete made from this type of cement. This policy shall be reflected in city bid specifications.

PASSED COUNCIL April 1, 1993

WARREN H. HAGGERTY, JR.
Mayor

ATTEST:

RUTH M. THOMPSON
City Clerk

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:

_____

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

DATE: _____,

BY: _____ _____
(NAME OF BIDDER) (TITLE)

OFFICIAL ADDRESS:

(ONLY AS NEEDED)

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

ADDENDUM NO. _____ TO BID FOR: _____
_____

OPENING DATE:_____

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated above. This sheet is now part of the Contract Documents.

I, HEREBY CERTIFY, THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT WITH THE TOTAL BID PRICE.

Firm Name (Type or Print)_____

Authorized Signature _____Title_____

Name (Type or Print)_____Date_____

D-2126 (1-94)

ANTI-COLLUSION AFFIDAVIT

County:_____

Route No:_____

Fed. Project No:_____
(If Applicable)

State Of:_____

County of:_____

The undersigned deponent, deposes and says that he is the _____ of the bidder; that he is authorized to make this statement on behalf of the bidder in compliance with Section 102.06(e) of Department Specifications, Publication 408, as amended and he herby certifies on behalf of the bidder that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder, or potential bidder.
(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s), nor the approximate amount of this bid, have been disclosed to any other firm or persons who is a bidder or potential bidder, and they will not be disclosed before bid opening.
(3) No attempt has been made or will be made to solicit, cause to induce any firm or persons to refrain from bidding on this project, or to submit a bid higher than this bid, or to submit any intentionally high or non competitive bid or other form of complementary bid.
(4) The bid submitted by the bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or persons to submit a complementary or noncompetitive bid.
(5) The bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
(6) The bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or persons, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
(7) I have made a diligent inquiry of all members, officers, employees, and agents of the bidder with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has

not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this statement.

(8) No attempt has been made to take any action in restraint of free competitive bidding in connection with the bid.

(9) It is understood that if any incidents resulting in conviction or being found liable are set forth in (10) below, the Pennsylvania Anti Bid Rigging Act, 73 P.S. 1611 et seq. provides that it does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment at the discretion of a governmental agency under the rules and regulations of that agency (language omitted).

(10) _____, it's affiliates,
(Name of Bidder)

Subsidiaries, officers, directors, and employees are not aware that they are currently under investigation by any governmental agency and have not in the last three years been convicted, or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I herby state that _____
(bidder)

Understands and acknowledges that the above representations are material and important, and will be relied on by the Transportation of Department, Commonwealth of Pennsylvania, 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 Department of Transportation of the true facts relating to the submission of bids for this contract.

_____
(Bidder)

By:_____

Sworn to and subscribed before me to the undersigned notary public this _____day of _____, 20____.

_____
(NOTARY PUBLIC)

My commission Expires:

D-2126 (6-92)

ANTI-COLLUSION STATEMENT

County:_____

Route No:_____

Fed. Project No:_____
(If Applicable)

State Of:_____

County of:_____

The undersigned deponent, under penalty of perjury as provided in 18 Pa. C.S.A. 4904, deposes and says that he is the _____of the bidder; that he is authorized to make this statement on behalf of the bidder in compliance with Section 102.06(e) of Department Specifications, Publication 408, as amended and he herby certifies on behalf of the bidder that:

(11) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder, or potential bidder.

(12) Neither the price(s) nor the amount of this bid, and neither the approximate price(s), nor the approximate amount of this bid, have been disclosed to any other firm or persons who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(13) No attempt has been made or will be made to solicit, cause to induce any firm or persons to refrain from bidding on this project, or to submit a bid higher than this bid, or to submit any intentionally high or non competitive bid or other form of complementary bid.

(14) The bid submitted by the bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or persons to submit a complementary or noncompetitive bid.

(15) The bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

(16) The bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or persons, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

(17) I have made a diligent inquiry of all members, officers, employees, and agents of the bidder with responsibilities relating to the preparation, approval or submission of

my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this statement.

(18) No attempt has been made to take any action in restraint of free competitive bidding in connection with the bid.

(19) It is understood that if any incidents resulting in conviction or being found liable are set forth in (10) below, the Pennsylvania Anti Bid Rigging Act, 73 P.S. 1611 et seq. provides that it does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment at the discretion of a governmental agency under the rules and regulations of that agency (language omitted).

(20) _____, it's affiliates,
(Name of Bidder)

Subsidiaries, officers, directors, and employees are not aware that they are currently under investigation by any governmental agency and have not in the last three years been convicted, or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I herby state that _____
(bidder)

Understands and acknowledges that the above representations are material and important, and will be relied on by the Transportation of Department, Commonwealth of Pennsylvania, 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 Department of Transportation of the true facts relating to the submission of bids for this contract.

_____
(Bidder)

By:_____

Sworn to and subscribed before me to the undersigned notary public this _____day of _____, 20____.

_____
(NOTARY PUBLIC)

My commission Expires:

July 3, 2003

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or employee of an agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection wit the awarding of any federal contract, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for such failure.

Signature:_____

Title:_____

Date:_____

Enclosure 1 to Management Directive 305.16 Amended

Page 1 of 1

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(see reverse for public burden disclosure)

1.Type of Federal Action	**2. Status of Federal Action**	**3. Report Type**
• a. Contract b. Grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	• a. bid/offer/application b. initial award c. post-award	• a. initial filing b. material change For material change only: Year_____quater_____ Date of last report_____

4. Name and address of reporting entity: •Prime •Sub awardee Tier____if known Congressional District, if known:	**5. If Reporting Entity in No 4 is a sub awardee, Enter name and address of Prime:** Congressional District, if known:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, if applicable:_____
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $
10. a. Name and address of Lobbying Registrant: (if individual, last name, first, MI):	**b. Individuals performing services** (including address if different from 10a) (if individual, last name, first, MI):
11. **Information** requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C.1352. This information will be available for public inspection. Any persons who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure,	Signature_____ Print Name:_____ Title:_____ Telephone No:_____Date:_____

Federal Use Only: Authorized for local reproduction.

Standard Form LLL (Rev. 7-97)

Instructions for completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal Action, or a material change to a previous filing, pursuant to title 31 U.S.C. 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and /or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee , e.g., the first sub awardee, of the prime is the 1st tier. Sub awardees include, but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks “sub awardee”, then enter the full name, address, city, State, and zip code of the Prime Federal recipient, including Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action item identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter the Last name, First name, and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection information unless it displays a valid OMB Control Number. The valid OMB control number for this information is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

“ATTACHMENT A”

When the DBE Goal established by the Department is met or exceeded, the apparent low bidder is required to submit Attachment A documents signed by the apparent low bidder and DBE to Charles M. Jones, P.E., City Engineer, City of Reading, 815 Washington Street, Reading, PA 19601, FAX 610-655-0223, email charles.jones@readingpa.org , by 3:00 p.m. Prevailing Local Time of the seventh (7th) calendar day after the bid opening.

EO-380 (10-1-99)

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF DBE PARTICIPATION

"ATTACHMENT A"

ORIGINAL ( ) or REVISION # _____ Page _____ of _____

DATE _____ LETTING DATE _____

CONTRACT NO.	ROUTE	SEC.	FEDERAL NO.	COUNTY	DBE GOAL
BID AMOUNT $	PRIME CONTRACTOR				PREQ. NO.
CONTACT PERSON				PHONE NO. ( )	

COMPLETE THIS SECTION FOR DBE FIRM OR DBE JOINT VENTURE (JVT)

Is firm performing as part of a Joint Venture? ❑ Yes ❑ No Is Joint Venture with another ❑ DBE or ❑ Non-DBE?

DBE FIRM	DBE CERT. NO.	DBE CERT. EXP. DATE	PREQ. NO.	DBE JVT%
CONTACT PERSON			PHONE NO. ( )	

Total Agreement $_____ *(include mobilization)* credit @ 60% $_____ *(Regular Dealer only)* **Mobilization $**_____

Starting Date: _____/_____/_____ Completion Date: _____/_____/_____

CHECK THE APPROPRIATE BLOCK:

Subcontractor ❑ Regular Dealer ❑ Service ❑
Manufacturer ❑ Consultant ❑ Other ❑ _____ *(i.e. regular dealer to a subcontractor)*

LIST CONTRACT ITEM NUMBERS BELOW. IF PARTIAL–DESIGNATE WITH 'P'

–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–
–	–	–	–	–

Description of work for all item numbers; **INCLUDING PARTIAL ITEMS:** _____

I am a DBE certified by PA Department of Transportation. I hereby certify that as a DBE, I quoted the above price and type of work.

SIGNATURE OF DBE CONTRACTOR X _____
(SIGNATURE OF DBE CONTRACTOR) *(DATE)*

I hereby certify, on behalf of, and intending to bind, the Bidder, that the information contained herein is true and correct to the best of my knowledge, information and belief.

SIGNATURE OF PRIME CONTRACTOR X _____
(SIGNATURE AND TITLE OF COMPANY OFFICIAL) *(DATE)*

PENNDOT USE ONLY

❑ Approved ❑ Conditional Approval *(Prequalification only)* ❑ Disapproved

Condition: _____

By: _____ *(DATE)*

PUBLIC WORKS EMPLOYMENT VERIFICATION ACT

General. In accordance with Act 127 of 2012, known as the Public Works Employment Verification Act ("the Act"), effective January 1, 2013, 43 P.S. §§167.1-167.11, use the Federal Government's E-Verify system to ensure that all employees performing work on the project, including subcontractor's employees, are authorized to work in the United States.

Verification Form. Verify the employment eligibility of each new employee hired after January 1, 2013 and submit the Commonwealth Public Works Employment Verification Form ("Form") included in the bid package attachments to the Department.

Contractor. Fax the Form, signed by an authorized representative of the Contractor, possessing sufficient knowledge to make the representations and certifications on the Form, to Charles M. Jones, PE, City Engineer, City of Reading, 815 Washington Street, Reading, PA 19601, FAX 610-655-0223, email charles.jones@readingpa.org, within 7 days of the bid opening. Failure or refusal to provide the Form will be considered a refusal to comply with bidding requirements, will result in rejection of the bid, and may subject the Contractor to the enforcement activities, sanctions and civil penalties specified in the Act.

Subcontractor. Obtain a form signed by an authorized representative of the subcontractor performing work on the project, possessing sufficient knowledge to make the representations and certifications on the Form. Submit it to the City Representative when requesting subcontractor approval. Failure or refusal to provide the Form will be considered a refusal to comply with subcontractor approval requirements, will result in rejection of the subcontractor request, and may subject the subcontractor to the enforcement activities, sanctions and civil penalties specified in the Act.

Include information about the requirements of the Act in all subcontracts.

Department of General Services. The Department of General Services is the Commonwealth agency responsible for enforcement and administration of the Act. Please direct questions about the Act to:

Department of General Services Public Works

Employment Verification Compliance Office

Room 105 Tent Building

18th and Herr Streets

Harrisburg, PA 17125

Fax: 717-214-3669

COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer)_____

Address _____

City _____ State_____ Zip Code _____

☐ Contractor ☐ Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

_____

Authorized Representative Signature

CS-4309 (7-90)

BIDDER CERTIFICATION OF PREQUALIFICATION CLASSIFICATION AND WORK CAPACITY

In accordance with the requirements of Section 102, Bidding Requirements and Conditions, Publication 408 Specifications, the bidder hereby certifies that he meets the following to qualify his proposal as an acceptable bid:

1. He has the necessary eligible prequalification rating, as required by Sections 102.01 and 102.06(c), Publication 408. A prequalification rating is considered eligible when the bidder's assigned current maximum capacity exceeds the sum of both (a) the total of all uncompleted work he has under contract at the time of bid submission and (b) the total bid price of this proposal (less any credit for sublettings as allowed by Section 457.15 of the Regulations on Prequalification of Prospective Bidders).

2. The classified types of work, on which he is eligible to bid, constitutes over 50% of the total bid price (the cost of speciality items may be deducted from the total bid price before computing the amount of work required to be performed by the bidder with his own forces) as indicated in Section 108.01, Publication 408.

3. To the best of his knowledge, each proposed subcontractor (as set forth on attached list marked "List of Subcontractors") is prequalified in conformance with said Regulations, mentioned above, for the contract items designed, and each has adequate eligible prequalification (defined above) to cover amount of subcontract as evidenced by the "certificate of capacity" signature of each subcontractor hereinafter listed.

Upon request, submit to the Department Form CS-4311, Status of Contracts on Hand.

The making of a false certification of any of the above bidding requirements shall constitute cause for rejection of the bidder's proposal and shall subject the bidder to making of payment to the Department of an amount of five (5%) percentum of the total amount of the bid as liquidated damages, or disqualification of the bidder from bidding on future work for a period of ninety (90) days, or both, as deemed appropriate. Should the bidder fail to make said payment within thirty (30) days of notification the bidder shall be disqualified for a period of one (1) year. An application for renewal of prequalification will not be considered by the Department until the bidder makes payment.

GS-4309 (7-90)
Page 2

If Subcontractors are not named, no credit will be allowed on General Contractor's prequalification.

LIST OF SUBCONTRACTORS

NAME	NAME	NAME	NAME	NAME
ADDRESS	ADDRESS	ADDRESS	ADDRESS	ADDRESS
ITEM NO. TO BE SUBLET	ITEM NO. TO BE SUBLET	ITEM NO. TO BE SUBLET	ITEM NO. TO BE SUBLET	ITEM NO. TO BE SUBLET
$	$	$	$	$
% Bid	% Bid	% Bid	% Bid	% Bid

CERTIFICATE OF CLASSIFICATION AND CAPACITY BY SUBCONTRACTORS

We hereby certify that we have the necessary work classifications and current capacity *(maximum capacity rating less uncompleted contract work as defined in Section 457.8 of Prequalification Regulations)* to cover the items noted above for subletting to our organizations.

SUBCONTRACTORS	SUB AMOUNTS	* SIGNATURE (Authorized)	DATE
	$		
	$		
	$		
	$		
	$		
	TOTAL $		

* Signature only required if bidder is not prequalified for subletting, but prior to award of contract.

"STATEMENT OF JOINT VENTURE PARTICIPATION"

"This form is to be used only for the purpose of indicating the proportionate amounts of the joint venture bid to be charged against the maxim capacity rating of each prequalified participant in the joint-venture. It is not intended to relieve any of the participants therein from their joint and several liability or responsibility for performance of the entire contract as a joint venture in accordance with the terms and conditions of tl proposal".

The Department of Transportation will total prices listed in Proposal for Items as listed below as the charge against each Participant's Prequalif cation. Items below are those Items each Participant is planning to do with his own forces or sublet with consent of the Secretary of Transportation. All items in Proposal must be listed.

PARTICIPANT NO. 1			PARTICIPANT NO. 2			PARTICIPANT NO. 3		
NAME			NAME			NAME		
ADDRESS			ADDRESS			ADDRESS		
ITEM NO.			ITEM NO.			ITEM NO.		
Approximate % of Total Bid			Approximate % of Total Bid			Approximate % of Total Bid		

D-431 (4-87)

WORK SHEET
REQUIRED AMOUNT PERFORMED BY CONTRACTOR

1. OTCP = Original Total Contract Price shown in Total block at end of Schedule of Prices.

2. SI = Specialty Items total amount when indicated in the special provisions of the proposal. If none listed, use zero dollars in computation.

3. DBEC = Amount of Agreement indicated on Attachment A (Form EO-380). Total the amounts of all Attachment A's, and insert in block below.

DBEC (Total) = [ ]

4. Maximum Amount of DBE cost allowed as deduction.

OTCP = _____

SI = _____

Max. = 40% (OTCP − SI) = [ ]

5. Minimum Amount Performed by Contractor.

OTCP = _____

SI = _____

A = (lesser Amount of 3 or 4 above) = _____

Min. = 50% (OTCP − SI − A) = [ ]

NOTE: If no values are entered on this form, then the right to perform less than 50% of the original total contract price is waived.

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:

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 as specified in the technical specifications, 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 ($500.00) for each and every day thereafter, including Sundays and holidays, that the finishing of the Contract is delayed, which sum shall be construed as stipulated and liquidated damages and not as a penalty and shall be deducted from the amount due by the terms of the Contract; provided, however, that in case of justifiable delay, the City shall extend the time for completion of said work as provided for in Article G.7, but no extension of time for any reason

beyond the time fixed herein for the completion of the work shall be deemed a waiver by the City of the right to abrogate this Contract for abandonment for delay.

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

BASIS OF CONTRACT. This contract is founded on _____

_____

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, _____
(CONTRACTOR)

hereinafter called the PRINCIPAL, and _____
(SURETY)

hereinafter called the SURETY, a corporation organized and existing under the laws of

the _____ are held and firmly bound unto

_____ hereinafter called the OBLIGEE, as hereinafter

set forth, in the full and just sum of _____Dollars

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

WITNESSETH THAT:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated _____, 20____, to perform the WORK for the OBLIGEE, in connection with the _____as set forth in CONTRACT DOCUMENTS.

WHEREAS, the OBLIGEE is a "contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the 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 OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL will truly and faithfully comply with and perform the WORK in accordance with the CONTRACT DOCUMENTS, at the time and in the manner provided in the CONTRACT DOCUMENTS, and if the PRINCIPAL shall satisfy all claims and demands incurred in or related to the performance of the WORK by the PRINCIPAL, and if the PRINCIPAL shall indemnify completely and shall hold harmless the OBLIGEE and all of its officers, agents and employees from any and all costs and damages which the OBLIGEE and all of its officers, agents and employees may sustain or suffer by reason of the failure of the PRINCIPAL to do so, and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE and all of its officers, agents or employees may incur by reason of any such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall remain in force and effect.

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

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT , and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forebearance 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 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)

Witness:
_____ By:_____
(Seal)
(Partner)

Witness:
_____ By:_____
(Seal)
(Partner)

(CORPORATION PRINCIPAL)

_____
(Name of Corporation)

By:_____
(Vice) President

Attest:

_____
(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

_____
(Name of Corporation)

By:_____
(Authorized Representative)

Signed _____

_____
(Title)

(CORPORATION SURETY)

_____
(Name of Corporation)

By:_____
(Attorney-In-Fact)

Witness:

_____

(Corporate Seal)

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

PAYMENT BOND

Know All Men by These Presents:

That We, _____ (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 Works, 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 forebearance 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 forebearance 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)

_____

(Seal)

(Name of Partnership)

Witness:

_____

By:_____

(Seal)

(Partner)

Witness:

_____

By:_____

(Seal)

(Partner)

Witness:

_____

By:_____

(Seal) (Partner)

Witness:

_____

By:_____

(Seal) (Partner)

(CORPORATION PRINCIPAL)

_____

(Name of Corporation)

By:_____

(Vice) President

Attest:

_____

(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

_____

(Name of Corporation)

By:_____

(Authorized Representative)

Signed _____

_____

(Title)

(CORPORATION SURETY)

_____
(Name of Corporation)

By:_____
(Attorney-In-Fact)

Witness:

_____

(Corporate Seal)

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

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____ hereinafter called the PRINCIPAL, and
(CONTRACTOR)

_____ hereinafter called the SURETY, a corporation organized and existing
(SURETY)

under laws of the _____ of _____, are held and firmly

bound unto _____, hereinafter called the OBLIGEE, as hereinafter set (OWNER)

forth, in the full and just sum of_____ Dollars ($_____),

lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents,

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 construction of_____ _____ as set forth in the
CONTRACT
DOCUMENTS as prepared by the CITY OF READING.

Now, therefore, the condition of this BOND shall be such that: If the PRINCIPAL shall remedy, without cost to the OBLIGEE, all defects which may develop during the period of one (1) year from the date of completion by the PRINCIPAL and final acceptance of the OBLIGEE of the WORK performed in accordance with the CONTRACT DOCUMENTS, which defects, in the sole judgment of the OBLIGEE, shall be caused by or shall result from defective or inferior materials or workmanship, and if the PRINCIPAL shall satisfy all claims and demands arising from or related to such defects or growing out of such defects. and if the PRINCIPAL shall indemnify completely and shall save harmless the OBLIGEE from any and all costs and damages which the OBLIGEE may sustain or suffer by reason of the failure so to do; and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE may incur by reason of anv such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall be and shall remain in full force and effect.

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

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)

_____
(Name of Corporation)

By:_____
(Vice) President

Attest:

_____
(Assistant Secretary)

(Corporate Seal)

(OR, IF APPROPRIATE)

_____
(Name of Corporation)

By:_____
(Authorized Representative)

(CORPORATION SURETY)

_____
(Name of Corporation)

By:_____
(Attorney-In-Fact)

Witness:

_____

(Corporate Seal)

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

STATEMENT ACCEPTING PROVISIONS OF 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)

_____ BY:_____
(CITY OF READING)

TITLE:_____

ATTEST:

BY:_____

TITLE:_____

(SEAL) _____
(CONTRACTOR)

ATTEST: BY:_____

TITLE:_____

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_____

Contract No._____

Amount of Contract_____

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

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

Dated this _____day of _____, 20___.

By_____

Title_____

ACCEPTANCE OF NOTICE

Receipt of foregoing Notice to Proceed is hereby acknowledged

By _____

this _____day of _____ 20_____.

By _____

Title _____

PA STATE WAGE RATES

GENERAL PROVISIONS

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

G.3 SPECIFICATIONS AND DRAWINGS. The specifications and drawings are intended to cover all of the work that is known to be required to effect a complete installation. They are intended to be mutually explanatory of each other, but should any discrepancy or inconsistency appear or any misunderstanding arise as to the import of anything contained in either the specifications or the drawings, the interpretation of the doubtful portions will be made by the Engineer, whose decision shall, in all cases, be final and binding on the Contractor. Any materials or workmanship obviously necessary to satisfactory completion shall be furnished and installed whether or not specifically shown or mentioned. Any corrections of errors or omissions in the specifications or drawings, or both, may be made by the Engineer when such correction is necessary for the proper fulfillment of their intention as determined by him/her. Figures shall have preference over scale in reading dimensions. Copies of the specifications and drawings shall be kept constantly at the work. Any supplementary or detail drawings which may be made by the Engineer subsequent to the date of this contract, relating to the work herein contemplated, as showing more particularly the details of the work to be done, or specifications and the drawings furnished by the Contractor and approved by the Engineer, are, and are to be held to be, controlling parts of this contract insofar as they do not conflict with other provisions of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

G.10 WAGES. All employees directly employed on this work shall be paid wages which shall in no event be less than the minimum hourly wage rates for skilled, semi-skilled, and unskilled labor prescribed by the Commonwealth of PA Prevailing Wage Act, P.L. 987 as may be amended, if applicable.

G.11 PENALTY FOR FAILURE TO LIVE UP TO MINIMUM WAGE CONTRACT. A penalty shall be exacted from the Contractor in an amount equal to twice the difference between the minimum wage contained in the prescribed wage rates, and the wage actually paid to each laborer or mechanic for each day during which he has been employed at a wage less than that prescribed.

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

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

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

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

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

G.16 REPRESENTATIVE MUST BE PRESENT. In case the Engineer or a representative may at any time have occasion to give directions regarding the work for the reason that the same is not, in the

Engineer's opinion, being carried out in accordance with the provisions of this contract, and should there be no responsible representative of the Contractor on the ground empowered to receive such instructions, the Engineer or a representative shall order that particular portion of the work to be stopped until such representative of the Contractor appears and receives instructions. It is hereby agreed that suspensions of the work for such cause shall not entitle the Contractor to claims for damage of any kind, nor to an extension of the time in which to complete the work to be done under this contract.

G.17 LEGAL ADDRESS OF CONTRACTOR. The address given in the bid or proposal upon which this contract is based is hereby designated as the legal address where all notices, letters and other communications to the Contractor shall be mailed or delivered prior to the beginning of the work provided for in this contract. The delivery at the above-named place, or depositing in a post-paid wrapper directed to the above place, in any post office box regularly maintained by the post office, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor and the date of said service shall be the date of such delivery or mailing.

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

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

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

G.21 SUITS AND CLAIMS. The Contractor agrees to indemnify and save harmless the City of Reading, the applicable Director, the Engineer, and their assistants, from all suits or actions of every name and description, either in law or in equity, including proceedings in eminent domain for the recovery of consequential damages, or for or on account of use of patented appliance, brought against them or either of them, or for any damage or injuries received or sustained by any party or parties, person or persons, natural or artificial, either in the performance or as a result of the work under this agreement, regardless of whether such suits, actions or proceedings brought are based or grounded upon negligence of the Contractor, the subcontractors, or his/her or their agents, servants or employees. The Contractor further agrees that all or as much of the monies due under this agreement as shall be or may be considered necessary by the applicable Director, shall or may be retained, without any liability of the City to the

Contractor, for interest thereon because of the retention thereof, until all such suits, proceedings or claims have been settled or terminated, and satisfactory evidence to that effect furnished to the applicable Director, provided however, that no such monies shall be retained by the City after six (6) years following the completion and acceptance of the work under the contract, excepting for or on account of claims filed or suits or proceedings begun before the expiration of the applicable statute of limitations.

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

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

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

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

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

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

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

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

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

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

G.31 DEFECTIVE MATERIALS AND WORKMANSHIP. No materials of any kind shall be used until they have been examined and approved by the Engineer, who shall have full power to condemn any work and materials not in accordance with the specifications, and to require the Contractor to remove any work or materials so condemned. Inspections of the work shall not relieve the Contractor from any of his/her obligations to fulfill the contract as herein described, and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work or materials may have been previously overlooked by the Engineer and accepted or estimated for payment if the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall immediately make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work shall be condemned by the Engineer as unsuitable or not in conformity with the drawings or specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. If the Contractor shall fail to remove or replace any defective or damaged materials or work after reasonable notice, the Engineer may cause such material or work to be removed or replaced, and the expense thereof shall be borne by the Contractor.

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

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

due or to become due the Contractor under this contract; or any part thereof; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the latter sum, the Contractor or the surety shall pay the amount of such excess to the party of the first part.

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

Delivery of Materials - The Contractor shall be entirely responsible for delivery of all materials to the site of the work, making the arrangements therefore.
Engineer Shall Measure - No work shall be covered over or filled in until it shall have been inspected by the Engineer.
Materials Properly Stored - The materials to be used in construction shall be protected from deterioration and damage, and shall be so disposed of as not to endanger the work and in such manner that full access may be had at all times to all work under construction or completed.
Surplus Materials Removed - All parts of the work shall be kept in as neat and orderly condition as circumstances will permit and upon completion of the work, all surplus materials, earth, sand, rubbish and refuse of every kind, and all tools, machinery, equipment and other materials belonging to the Contractor shall be removed from the construction works and adjoining premises so as to leave everything in an acceptable condition, within a week after receipt of final certificate.

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

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

G.37 MONTHLY ESTIMATES. Current payments for work done under this contract will be made as follows: on invoices submitted by the Contractor and approved by the Engineer or Architect. Ten percent (10%) of each General Contractor invoice request shall be retained by the City on this contract until it is completed up to City codes and contract specifications and approved by a City Official or person representing a City Official Architect or Engineer.

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

G.38 CONTRACTOR SHALL PREPARE FOR FINAL INSPECTION. Upon the completion of the work the Contractor shall tear down and remove all temporary buildings and structures built by the Contractor, remove and thoroughly clear away all debris, forms and surplus materials and

leave the site of the work in a neat and satisfactory condition, and shall notify the Engineer when the work is ready for final inspection.

G.39 WORK TO BE PROPERLY PERFORMED. It is expressly understood that acceptance of work and materials during construction will not imply final acceptance of the work, if the final inspection shall disclose faulty workmanship or materials; and all work of whatever kind that, during its progress and before it is finally accepted, may become damaged from any cause, shall be repaired in a manner satisfactory to the Engineer or, if necessary, shall be broken up and removed and replaced with good and satisfactory work by the Contractor at his own expense. All work of every description shall be the best of its respective kind; and everything not particularly specified herein shall be done and finished in the best manner, and as is usual in first-class work of the several kinds.

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

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

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

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

G.43 MAINTENANCE AFTER COMPLETION. The Performance Bond shall remain in force for one (1) year from the date of completion and acceptance of the work under this contract, as security against any and all damage which may result from defects of materials or workmanship which may become apparent prior to the expiration of the one-year maintenance period. During this period the Contractor shall, promptly upon notification from the Engineer, repair all breaks and failures due to defects of material or workmanship at his own expense. If the Engineer shall deem it necessary and shall so direct, such repairs shall be made within twenty-four (24) hours after service of notice. If the Contractor unnecessarily

delays making repairs ordered, or if delay would cause serious loss or damage, the City may undertake to have such repairs made or defects repaired without previous notice, and the expense of such repairs shall be borne by the Contractor or the surety. The Contractor shall be responsible for any damage resulting to any person or property from any violation of the guarantee and from unnecessary delays in making repairs.

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

G.45 NO EXTRA COMPENSATION. The Contractor further agrees not to ask, demand, sue for, or recover for any extra compensation, for any materials furnished or work done under this contract, beyond the amounts payable for the several classes of work or kinds of materials herein enumerated, which shall be actually performed and furnished at the prices therefore herein agreed upon and fixed.
G.46 CONTRACTOR TO TAKE OUT ALL PERMITS. The Contractor shall take out all necessary permits required by agencies of the City of Reading and/or all other governmental agencies; shall give all notices required by law or ordinances; shall pay all fees and charges incident to the due and lawful prosecution of the work covered by the contract, and shall comply with all laws and regulations relating to buildings and public highways. All permits shall be at his expense.

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

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

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

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

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

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

Any remedy provided in this contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings the party of the first part shall be entitled to as of right.

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

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

SUPPLEMENTARY GENERAL TERMS & CONDITIONS

PENNSYLVANIA HUMAN RELATIONS ACT CONDITIONS

GENERAL

The CONTRACTOR shall conform to the provisions of Act No. 222 (October 27, 1955) and as amended and supplemented, known as the "Pennsylvania Human Relations Act", and in accordance with the provisions of the Regulations of the Pennsylvania Human Relations Commission, as adopted March 8, 1974, 4 Pa.B. 409, amended March 7, 1975, 5 Pa. B. 434, 16 Pa. Code Chapter 49.

NON-DISCRIMINATION PROVISION

During the term of this CONTRACT, the CONTRACTOR shall agree to the following provisions

(a) The CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not 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.

The CONTRACTOR shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice, to be provided by the OWNER, setting forth the provisions of this nondiscrimination clause.

(b) The CONTRACTOR shall in advertisements or requests for employment, placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

(c) The CONTRACTOR shall send each labor union or workers' representative or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the CONTRACTOR.

1. Lead-Based Paint Hazard

The contractor is hereby specifically made aware of the HUD lead-based paint regulations, 24 CFR, Part 35, which are applicable to the construction or rehabilitation of residential structures. To the extent that the subject matter of this contract involves residential structures, the contractor will comply with the lead-based paint regulations.

2. Compliance With Air and Water Acts

The contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 32 USC 1251 et seq., and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended from time to time.

The contractor and any of its subcontractors for work funded under the contract which is in excess of $100,000 agree to the following agreements:

(a) A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20.

(b) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act; as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(c) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(d) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this Section in every non-exempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this contract be utilized with respect to a facility which has given rise to a conviction under Section ll3(c)(l) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

3. Interest of Members, Officers, or Employees of Pubic Body, Member of Local Governing Body, or Other Public Officials

No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the contract.

4. Energy Conservation Provisions

The contractor must recognize mandatory standards and policies relating to energy efficiency contained in the Cost Effective Energy Conservation Measures.

5. Executive Order 11625 – Minority Business Enterprise

(a) It is the policy of the City to take positive steps to maximize the utilization of minority business enterprises in all contract activity administered by the City.

(b) The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract.

As used in the contract, the term "minority business enterprise" means a business, at least fifty percent (50%) of which is owned by minority group members, or in the case of publicly owned businesses, at least fifty-one percent (51%) of the stock is owned by minority group members. For the purpose of this definition, minority groups are members of Blacks, Hispanics, Asians, Native Americans, Alaskans, or Pacific Islanders.

6. Executive Order 12138 – Women's Business Enterprise

(a) It is the policy of the City to take positive steps to maximize the utilization of women business enterprises in all contracts administered by the City.

(b) The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract.

As used in the contract, the term "women business enterprise" means a business, that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

7. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

8. Section 504 Handicapped (if $2,500 or over)

Affirmative Action for Handicapped Workers:

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the

contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative or workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

9. **Contract Work Hours and Safety Standards Act Provisions**

The Contractor, if the contract is in excess of $2,000, and any of his subcontractors, shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327- 330) as supplemented by Department of Labor Regulations contained in 29 CFR Part 5.

Under Section 103 of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight hours and a standard work week of forty hours. Work in excess of the standard work day or week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week. Section 5 of the Federal Labor Standards Provisions, for the Community Development Block Grant Program, dated 9/75, and appearing elsewhere in this Contract, sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safe and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

TECHNICAL SPECIFICATIONS

Project Description
Penn Street Lighting

Project Summary: Installation of new metal halide pedestrian light fixtures to increase lighting from 2nd and Penn St to 8th and Penn in Reading, PA. The existing lighting averages about 75 watts per pole. The existing pole spacing ranges from 45 feet apart to 150 feet apart. The distance from sidewalk to fixture is approximately 15-16 feet. At this range, the light cast by the existing fixtures is dim. The purpose of this project is to create a brighter and more uniform lighting on the sidewalks along these blocks to enhance security, increase pedestrian traffic along Penn St., and brighten the downtown to help draw new business' to the area.

Project Construction: The light poles from this project will match the existing poles along Penn St. There are 2 different poles being used, one in the 400, 500, and 600 blocks. And another in the remaining blocks. The existing poles **WILL REMAIN.** The existing poles will be retrofitted using metal halide fixtures. This will improve the quality of the blocks and reduce project costs by not changing the poles. New poles and heads will be installed as in fill to the pole spacing to a more uniform distance of approximately 60 – 70 feet. By increasing the foot candles of the existing poles, and in filling with new light poles, a new and brighter corridor through the City will emerge.

Project Product:

1.Street Scape Lighting:
Manufacturer/Model: Spring City Electrical Mfg. Co/ **Lechmare**
Justifications: To match existing light poles in the blocks where the same light poles already exist.

2. Street Scape Lighting:
Manufacturer/Model: Spring City Electrical Mfg. Co/ **EFIVY**
Justifications: To match existing light poles in the blocks where the same light poles already exist.

Products specified are existing fixtures – new fixtures/poles/arms/and heads have to be the same manufacturer as existing. **Or approved equivalent.**

Project Construction Needs:

1. Increase power supply as needed, due to the increase of wattage per fixture and new poles being added, the existing power supply will have to be evaluated. This will be co-coordinated with an electrical engineer and Met-Ed.
2. Verify no major utilities fall in the way of placing new poles and conduits in the area. (All Utility Companies). As much of the work as possible will be performed in the boundries of the existing sidewalks. Conduits will be placed below the sidewalks, preferably below the stone base of sidewalks. Sidewalks will be restored to original thickness. Any invasive procedures into Penn St or Street running perpendicular to Penn St will be last resort. Any work that does fall into the limits of the street right away, contractor shall be responsible for restoration work.
3. The Right of Way from City of Reading has been secured to place new poles and conduits in/under the sidewalks.

A. Scope of Services
Construct new/and updated street lighting systems for the City of Reading. This system will be located along Penn Street in the City of Reading. After the contractor receives written authorization to proceed, they shall provide the following services:

1. Plans and Specifications

The contractor shall prepare and complete “As –Built” plans, sealed by a Professional Engineer of the construction for the proposed improvements. All plans shall be submitted to the Public Works Department in hard copy and electronically.

2. Electrical Services
Contractor shall contact Met-Ed and obtain electrical service for both street lighting systems. Contractor shall secure a third party inspection for the street lighting systems. Specification sections 260533.10 and 262416.11 are attached. The Contractor shall also ensure that the City Electrical Inspector has inspected all work prior to submitting Application for Payment.

3. Pedestrian Streetlights
Contractor shall furnish and install new pedestrian light fixtures and retrofit existing fixtures and specified by Spring City Electrical Mfg. Company. Provide insulated connector blocks and in-line fuses in each pole. Specification section 265600.10 is attached.

4. Site Visits
The City of Reading will perform inspection of the project. The contractor shall have a full-time superintendent assigned to the project. The superintendent shall be present for all construction activities. The inspection performed by the City’s Electrical Inspector does not override the requirement of Contractor to provide his/her 3rd party inspection requirements.

5. Meetings
Consultants shall attend up to three (3) meetings with City representatives at no additional cost.

6. Shop Drawings
The City, or its Engineer, shall review and approve shop drawings, samples, and other submissions of manufacturers and suppliers for conformity with the design concept of the project and for compliance with the contract documents.

7. Record Drawings
The contractor shall prepare mylar as-built drawings based on the marked up contract drawings and any supplementary post design drawings. Electronic versions of as-built drawings in a format acceptable to the City shall also be supplied.

8. Project Bid
Contractor shall include in his bid all prices to complete the project in its entirety. The bid shall include, but not be limited to, all electrical fixtures, arm, poles, bases, wiring needed to complete the job. Price shall include all electrical services hook ups. Price shall include all concrete bases, and reinforcing as designed as well as all prep work, excavation, and repair work as needed to complete the sidewalks after construction. Price shall include all bolts necessary to install poles.

B. Contract Process

1. Pre-Bid Conference
Each proposer shall make an effort to attend the Pre-Bid Conference scheduled at the City Council Chambers, 815 Washington Street, 2nd Floor, Reading, PA 19601 on April 22, 2015.

2. Clarification
All questions regarding the Scope of Services and information contained in this Invitation to Bid shall be directed to the City of Reading Purchasing Coordinator by 10:00 AM, Thursday April 30, 2015. Written responses shall be submitted to all proposers by the City no later than 3:00 PM, Thursday May 7, 2015.

3. Time of Construction

This project is being funded through PennDOT. All construction activities must be completed within two hundred seventy (270) calendar days of the date specified in the Notice to Proceed to be issued by the City after execution of the Contract by the City and the Contractor.

An exception will be made for the north side of the 700 block of Penn Street which is currently under construction. The lights on the north side of the 700 block are subject to a time extension for completion. It is anticipated that this block will be ready for completion in the Fall of 2015. The lights must be installed ninety (90) calendar days from the time the Notice to Proceed is given for this portion.

END OF SECTION

SECTION 26 05 33.10
ELECTRICAL CABINET ENCLOSURE

PART 1 GENERAL

1.0 SECTION INCLUDES

1.1 Cabinet Enclosure – Furnish and install an enclosure that protects internal equipment from rain, dust, vandalism and other conditions found in an outdoor or otherwise harsh environment.
1.2 The manufacturer must be able, upon request, to produce part numbers on all components for repair purposes. Certificates of compliance may be requested on each cabinet or on any component or part thereof.

2.0 PERFORMANCE

2.1 The enclosure(s) will meet or exceed the requirements of a NEMA 3R rating and shall be UL listed.

3.0 CABINET CONSTRUCTION

3.1 GENERAL
3.1.1 The cabinet and door shall be constructed from 5052-H32 sheet aluminum alloy which has a thickness of 0.125 inch. Alternate material is type 304 stainless steel, minimum thickness 14 gauge. External welds shall be made by using the Heliarc welding method; whereas, internal welds will be made by the wire welding method. All welds shall be neatly formed and free of cracks, blow holes and other irregularities.
3.1.2 All inside and outside edges of the cabinet shall be free of burrs.
3.1.3 The cabinet shall be designed with a sloped top to prevent the accumulation of water on its top surface.
3.1.4 The door opening shall be double flanged on all (4) sides which increases strength around openings and keeps dirt and liquids from entering the enclosure when door is opened.
3.1.5 A door restraint shall be provided to prevent door movement in windy conditions.
3.2 DOOR/HARDWARE
3.2.1 The door opening will be a minimum of 80% of the front surface area. Double doors will overlap and utilize a removable center post.
A. The doors shall be furnished with a gasket that satisfies the physical properties as found in UL508 table 21.1 and shall form a weathertight seal between the cabinet and door.
3.2.2 The hinges shall be continuous and bolted to the cabinet and door utilizing

1/4-20 stainless steel carriage bolts and nylock nuts.
A. The hinges will be made of 0.075 inch thick stainless steel with a 0.25 inch stainless steel hinge pin.
B. The hinge pin shall be capped top and bottom by weld to render it tamperproof.
C. Hinge leaves will not be exposed externally when the door is closed, but hinge knuckles may protrude.
3.2.3 The latching mechanism shall be a 3- point draw roller type.
A. Pushrods will be turned edgewise at the outward supports and shall be 0.250 inch by 0.750 inch aluminum, minimum.
B. Rollers shall have a minimum diameter of .875 inch and will be made of nylon. The center catch shall be fabricated from 0.187 inch aluminum, minimum.
3.2.4 An operating handle shall be furnished.
A. The handle will be stainless steel with a 3/4 inch diameter shank.
B. The latching handle shall have a provision for padlocking in the closed position.
3.2.5 A light/alarm switch bracket shall be provided.

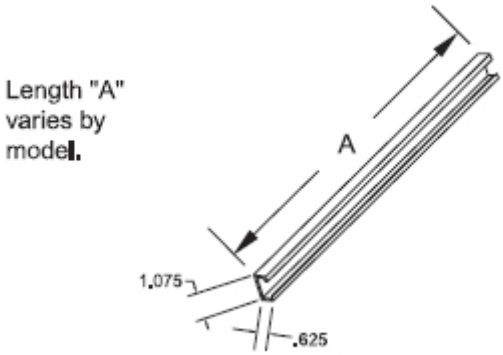
4.0 CABINET VENTILATION

4.1 A cabinet requiring ventilation shall be provided with louvered vents in the front door with a removable air filter.
4.1.1 Louvers shall satisfy the NEMA rod entry test for 3R ventilated enclosures.
4.1.2 The filter will cover the vents and shall be held firmly in place with bottom and side brackets and spring loaded clamps.
4.1.3 Exhaust air will be vented out between the top of the cabinet and door.
A. The exhaust area shall be a series of 0.120 x 1.0 inch rectangular slots.
4.1.4 The ventilation plenum area shall have a removable plate with provisions for mounting an optional fan assembly. Note: On NEMA Type 4, 4X and 12 enclosures, all louver air intake vents on the door and air exhaust vents in the roof overhang are deleted.
4.2 The ventilation system will be designed to handle a minimum of 100 cubic feet of air per minute.

5.0 EQUIPMENT MOUNTING

5.1 ADJUSTABLE CHANNELS
5.1.1 The enclosure shall be equipped with two adjustable "C" mounting channels on
both side walls and back wall of the enclosure, allowing versatile positioning of shelves or panels.

MOUNTING CHANNEL



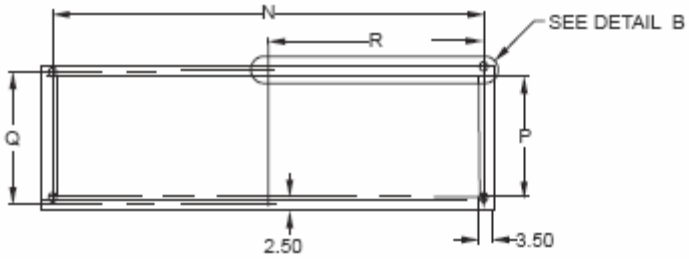
5.1.2 The channel assembly shall provide infinite vertical and horizontal adjustment
and not limit the positioning of shelves or panels. All mounting hardware will be furnished. (See mounting channel detail).
5.2 ALUMINUM BACK PANEL
5.2.1 The enclosure shall be provided with a 5052-H32 aluminum back panel having a thickness of 0.125 inch. Note: Cabinets wider than 48 inches will utilize two (2) panels side by side vertically.
5.2.2 The panel shall be natural finish. All mounting hardware will be furnished.

6.0 CABINET FINISH

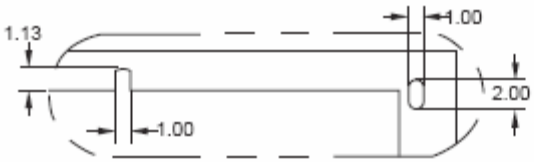
6.1 Unless otherwise specified, the outside surface of the cabinet shall have a smooth, uniform, natural aluminum finish.

7.0 CABINET MOUNTING

7.1 POLE OR WALL MOUNTED ENCLOSURE
7.1.1 Enclosures intended for pole or wall mounting shall be provided with stiffener plates with a thickness of 0.125 inch aluminum welded to top and bottom of rear wall for added, strength and rigidity.
7.2 PAD MOUNTED ENCLOSURE
7.2.1 Enclosures intended for pad mounting shall be constructed, with the following pattern:



PAD MOUNTING PATTERN



DETAIL B

7.2.2 Provide floor stand kit to match enclosure.

8.0 APPROVED MANUFACTURER

8.1 Cabinet is to be manufactured by either, APX Enclosures, lnc., Hoffman, or Hammond, or an approved UL listed equivalent.

END OF SECTION

SECTION 26 24 16.11
PANELBOARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Lighting and Appliance Panelboard - Furnish and install lighting and appliance panelboard(s) as specified herein and where shown on the associated drawings.

1.02 REFERENCES

The panelboard(s) and circuit breaker(s) referenced herein are designed and manufactured according to the latest revision of the following specifications.

A. NEMA PB 1 - Panelboards
B. NEMA PB 1.1 - Instructions for Safe Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less.
C. NEMA AB 1 - Molded Case Circuit Breakers
D. UL 50 - Enclosures for Electrical Equipment
E. UL 67 – Panelboards
F. UL 489 - Molded-Case Circuit Breakers and Circuit Breaker Enclosures
G. CSA Standard C22.2 No. 29-M1989 - Panelboards and Enclosed Panelboards
H. CSA Standard C22.2 No. 5-M91 - Molded Case Circuit Breakers
I. Federal Specification W-P-115C - Type I Class 1
J. Federal Specification W-C-375B/Gen - Circuit Breakers, Molded Case, Branch Circuit And Service.
K. NFPA 70 - National Electrical Code (NEC)
L. ASTM - American Society of Testing Materials

1.03 SUBMITTAL AND RECORD DOCUMENTATION

A. Approval documents shall include drawings. Drawings shall contain overall panelboard dimensions, interior mounting dimensions, and wiring gutter dimensions. The location of the main, branches, and solid neutral shall be clearly shown. In addition, the drawing shall illustrate one line diagrams with applicable voltage systems.

1.04 QUALIFICATIONS

A. Company specializing in manufacturing of panelboard products with a minimum of fifty (50) years documented experience.
B. Panelboards shall be manufactured in accordance with standards listed Article 1.02 - REFERENCES.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Inspect and report concealed damage to carrier within their required time period.
B. Handle carefully to avoid damage to panelboard internal components, enclosure,

and finish.

C. Store in a clean, dry environment. Maintain factory packaging and, if required, provide an additional heavy canvas or heavy plastic cover to protect enclosure(s) from dirt, water, construction debris, and traffic.

1.06 OPERATIONS AND MAINTENANCE MATERIALS

A. Manufacturer shall provide installation instructions and NEMA Standards Publication PB 1.1 - Instructions for Safe Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less.

1.07 WARRANTY

A. Manufacturer shall warrant specified equipment free from defects in materials and workmanship for the lesser of one (1) year from the date of installation or eighteen (18) months from the date of purchase.

1.08 RELATED WORK

A. Section 16440-9 - Remote Controlled Lighting Panelboard System
B. Section 16280 – Transient Voltage Surge Suppression

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Shall be Square D Company NQOD – Class1630, GE, or Siemens
B. Substitutions must be submitted in writing three weeks prior to original bid date with supporting documentation demonstrating that the alternate manufacturer meets all aspects of the specification herein.

2.02 LIGHTING AND APPLIANCE PANELBOARD TYPE

A. NQOD
   1. Interior
      a. Shall be type NQOD panelboard rated for 240 Vac maximum. Continuous main current ratings, as indicated on associated drawings, not to exceed 600 amperes maximum.
      b. Minimum short circuit current rating: 65,000 as indicated in rms symmetrical amperes at 240 Vac.
      c. Short circuit current rating: 5,000 at 48 Vdc.
      d. Provide one (1) continuous bus bar per phase. Each bus bar shall have sequentially phased branch circuit connectors suitable for plug-on or bolt-on branch circuit breakers. The bussing shall be fully rated. Panelboard bus current ratings shall be determined by heat-rise tests conducted in accordance with UL 67. Bussing rated 100-400 amperes shall be plated copper. Bussing rated for 600 amperes shall be plated copper as standard construction. Bus bar plating shall run the entire length of the bus bar. Panelboards shall be suitable for use as Service Equipment when application requirements comply with UL 67 and NEC Articles 230-F

and -G.

e. All current-carrying parts shall be insulated from ground and phase-to-phase by high dielectric strength thermoplastic.
f. A solidly bonded copper equipment ground bar shall be provided. An additional copper isolated/insulated ground bar shall also be provided.
g. Split solid neutral shall be plated and located in the mains compartment up to 225 amperes so all incoming neutral cable may be of the same length. [UL Listed panelboards with 200% rated solid neutral shall be plated copper for non-linear load applications. Panelboards shall be marked for non-linear load applications].
h. Interior trim shall be of dead-front construction to shield user from energized parts. Dead-front trim shall have pre-formed twistouts covering unused mounting space.
i. Nameplates shall contain system information and catalog number or factory order number. Interior wiring diagram, neutral wiring diagram, UL Listed label and short circuit current rating shall be displayed on the interior or in a booklet format.
j. Interiors shall be field convertible for top or bottom incoming feed. Main circuit breakers in 100A interiors shall be vertically mounted. Main circuit breakers over 100A shall be vertically mounted. Sub-feed circuit breakers shall be vertically mounted. Main lug interiors up to 400 amperes shall be field convertible to main breaker. Interior leveling provisions shall be provided for flush mounted applications.

2. Main Circuit Breaker
   a. Shall be Square D, GE, or Siemens type circuit breakers.
   b. Main circuit breakers shall have an overcenter, trip-free, toggle mechanism which will provide quick-make, quick-break contact action. Circuit breakers shall have a permanent trip unit with thermal and magnetic trip elements in each pole. Each thermal element shall be true rms sensing and be factory calibrated to operate in a 40° C ambient environment. Thermal elements shall be ambient compensating above 40° C.
   c. Two- and three-pole circuit breakers shall have common tripping of all poles. Circuit breakers frame sizes above 100 amperes shall have a single magnetic trip adjustment located on the front of the circuit breaker that allows the user to simultaneously select the desired trip level of all poles. Circuit breakers shall have a push-to-trip button for maintenance and testing purposes.
   d. Breaker handle and faceplate shall indicate rated ampacity. Standard construction circuit breakers shall be UL Listed for reverse connection without restrictive line or load markings.
   e. Circuit breaker escutcheon shall have international I/O markings, in addition to standard ON/OFF markings. Circuit breaker handle accessories shall provide provisions for locking handle in the ON or OFF position.

f. Lugs shall be UL Listed to accept solid or stranded [copper and aluminum conductors] [copper conductors only]. Lugs shall be suitable for [75° C rated wire] [90° C rated wire, sized according to the 75° C temperature rating per NEC Table 310-16]. Lug body shall be bolted in place; snap-in designs are not acceptable.
g. The circuit breakers shall be UL Listed for use with the following accessories: Shunt Trip, Under Voltage Trip, Ground Fault Shunt Trip, Auxiliary Switch, Alarm Switch, Mechanical Lug Kits, and Compression Lug Kits.

3. Branch Circuit Breakers
   a. Shall be Square D, GE, or Siemens type circuit breakers. Circuit breakers shall be UL Listed with amperage ratings, interrupting ratings, and number of poles as indicated on the associated [schedules] [drawings].
   b. Molded case branch circuit breakers shall have [bolt-on] [plug-on] type bus connectors.
   c. Circuit breakers shall have an overcenter toggle mechanism which will provide quick-make, quick-break contact action. Circuit breakers shall have thermal and magnetic trip elements in each pole. Two- and three-pole circuit breakers shall have common tripping of all poles.
   d. There shall be two forms of visible trip indication. The breaker handle shall reside in a position between ON and OFF. In addition, there shall be a red VISI-TRIP® indicator appearing in the clear window of the circuit breaker housing.
   e. The exposed faceplates of all branch circuit breakers shall be flush with one another.
   f. Lugs shall be UL Listed to accept solid or stranded [copper and aluminum conductors] [copper conductors only]. Lugs shall be suitable for [75° C rated wire] [90° C rated wire, sized according to the 75° C temperature rating per NEC Table 310-16]. [Branch circuit breakers rated 30 amperes and below shall be UL Listed to accept 60° C rated wire].
   g. Breakers shall be UL Listed for use with the following factory installed accessories: Shunt Trip, Auxiliary Switch, and Alarm Switch.
4. Enclosures
   a. Type 1 Boxes
      1) Boxes shall be galvanized steel constructed in accordance with UL 50 requirements. Galvannealed steel will not be acceptable.
      2) Boxes shall have removable endwalls with knockouts located on one end. Boxes shall have welded interior mounting studs. Interior mounting brackets are not required.
      3) Box width shall be 20” wide maximum.
   b. Type 1 Fronts
      1) Front shall meet strength and rigidity requirements per UL 50 standards. Front shall have ANSI 49 gray enamel electrodeposited over cleaned phosphatized steel.
      2) Fronts shall be 1-piece with door. Mounting shall be surface as

indicated on associated drawings.

3) Panelboards shall have MONO-FLAT fronts with concealed door hinges and mounted with trim screws. Front shall not be removable with the door locked. Doors on front shall have rounded corners and edges shall be free of burrs.
4) Front shall have cylindrical tumbler type lock with catch and spring-loaded stainless steel door pull. All lock assemblies shall be keyed alike. One (1) key shall be provided with each lock. A clear plastic directory cardholder shall be mounted on the inside of door.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install panelboards in accordance with manufacturer's written instructions, NEMA PB 1.1 and NEC standards.

3.02 FIELD QUALITY CONTROL

A. Inspect complete installation for physical damage, proper alignment, anchorage, and grounding.
B. Measure steady state load currents at each panelboard feeder; rearrange circuits in the panelboard to balance the phase loads within 20% of each other. Maintain proper phasing for multi-wire branch circuits.
C. Check tightness of bolted connections and circuit breaker connections using calibrated torque wrench or torque screwdriver per manufacturer's written specifications.

END OF SECTION

SECTION 26 56 00.10
EXTERIOR LIGHTING

Cast Iron and Steel Combination Lamp Post Specifications

General:

The lamppost shall be a combination cast iron and steel lamppost assemblies. The lamppost shall have a nominal height of 18'9" with single luminaire mounting provisions (Type A), a nominal height of 19'3" with 3-way luminaire mounting (TypeA), and a nominal height of 18' with single luminaire mounting (Type B). The lamp post, besides serving a lighting function, also serves as street furniture and is designed to compliment the City's overall streetscape plan and must be of sufficient strength to support lamp post accessories.

Furnish and install Polaris insulated multi-cable connector blocks (catalog #IPL4-3) in each pole with Bussman in-line fuse holders (Catalog #HEB-AA) and fuses. Wire nuts in the base of the poles will not be permitted.

The Lechmere and Ivy Posts are indicated in the specifications and attached drawings are used as a standard of quality and dimensional requirements.

The lighting standard for Reading, PA shall be supplied by **Spring City Electrical Mfg. Co.**, (as represented by Independence Lighting, 484-356-5372, attn: Kent Lazor)

Substituting the luminaire or post will not be permitted.

Please refer to Spring City drawing numbers S101695 **for part numbers and ordering information.**

Cast Iron Lechmere Base:

The wrap base section shall be a two-piece heavy wall cast iron, per A.S.T.M. A48, Class 30. The Lechmere Style base shall have a minimum wall thickness at any given section of not less then 3/8". Wall thickness as measured at the base opening shall be a minimum of 1/2". The base is to be a nominal 19+/-" in diameter with a round cross section. This base is to be a two-piece clam shell unit and have a nominal height of 36+/-". A cast access door shall be provided in the base section and secured by stainless steel tamper resistant hex head bolts. A 3/8"-16 UNC ground lug shall be provided inside the base of the pole adjacent to the access door. All external hardware is to be stainless steel.

All casting shall be done in a workmanlike manner, which shall result in uniform castings. All ornamentation and markings shall be sharp and clearly defined. Fluting must be uniform, even and consistent both vertical and around the shaft. All castings shall be free from abnormal physical qualities, pouring faults, porosity, cracks, blow holes, shrinkage defects, or flaws which affect the strength, value, or suitability of the castings for their intended use. Each casting will be clean and ground to eliminate all sand, burrs, machine marks, and imperfections. Base access door and interface shall be properly machined to insure even bearing and mating. Bolt and screw holes shall be drilled; coring will not be permitted to produce these holes.

Base access door and interface casting shall be properly machined to insure even bearing and mating. The access door shall be attached to the base using tamperproof stainless steel hardware.

All Material must be in accordance with the Pennsylvania Steel Products Procurement Act, 73 P.S. 1881 Iron and Steel material must be made and assembled in the United States. Certifications of material to be provided by the manufacturer. Post must meet Penn DOT Bulletin 15 approval and meet Section 106.03 (b3) and 106-110 in Publication 408.

Post shall be finish painted using the Sherwin Williams Acrolon Paint System (Wet-coat)
See attached Data Sheet

Cast Iron Ivy Base:

The wrap base shall be one-piece heavy wall cast iron, per A.S.T.M. A48, Class 30. The base shall be the Ivy Style with a round base diameter of 21 3/8 inches and a minimum wall thickness of 3/8 of an inch. The Ivy Style base shall have a minimum wall thickness at any given section of not less then 3/8". Wall thickness as measured at the base opening shall be a minimum of 1/2". The base is to be a nominal 21 3/8+/-" in diameter with a round cross section. This base is to be a one-piece slip unit and have a nominal height of 46+/-". A cast access door shall be provided in the base section and secured by stainless steel tamper resistant hex head bolts. A 3/8"-16 UNC ground lug shall be provided inside the base of the pole adjacent to the access door. All external hardware is to be stainless steel.

All casting shall be done in a workmanlike manner, which shall result in uniform castings. All ornamentation and markings shall be sharp and clearly defined. Fluting must be uniform, even and consistent both vertical and around the shaft. All castings shall be free from abnormal physical qualities, pouring faults, porosity, cracks, blow holes, shrinkage defects, or flaws which affect the strength, value, or suitability of the castings for their intended use. Each casting will be clean and ground to eliminate all sand, burrs, machine marks, and

imperfections. Base access door and interface shall be properly machined to insure even bearing and mating. Bolt and screw holes shall be drilled; coring will not be permitted to produce these holes.

Base access door and interface casting shall be properly machined to insure even bearing and mating. The access door shall be attached to the base using tamperproof stainless steel hardware.

All Material must be in accordance with the Pennsylvania Steel Products Procurement Act, 73 P.S. 1881 Iron and Steel material must be made and assembled in the United States. Certifications of material to be provided by the manufacturer. Post must meet Penn DOT Bulletin 15 approval and meet Section 106.03 (b3) and 106-110 in Publication 408.

Post shall be finish painted using the Sherwin Williams Acrolon Paint System (Wet-coat)
See attached Data Sheet

Steel Shaft:

Steel shaft is to meet the requirements of ASTM A595-93 Grade A with a minimum Yield of 55ksi. and an ultimate tensile of 65ksi. This shaft is to be fabricated from seven-gauge steel and is to be a monotube type fabrication with a single longitudinal weld having a minimum of 70% penetration. Base diameter shall a maximum of 8" with a .14" taper per linear foot. Shaft to have a 1" base plate welded to the shaft with a complete circumferential welds both inside and out. Base plate will be designed o accept four anchor bolts with a 12" bolt circle. Shaft is to be dry formed over a mandrel into a cross section with eight evenly spaced, straight, uniform deep flutes with either flat or rounded ends. Flutes are to taper out to a full round shaft approximately ½" above the top of the base to ensure a tight fit where the shaft enters the cast base. A reinforced flush hand hole will be provided at a location to correspond to the access door in the decorative base. All shafts are to be provided with provisions to accommodate 20 amp receptacles.

All Material must be in accordance with the Pennsylvania Steel Products Procurement Act, 73 P.S. 1881 Iron and Steel material must be made and assembled in the United States. Certifications of material to be provided by the manufacturer. Post must meet Penn DOT Bulletin 15 approval and meet Section 106.03 (b3) and 106-110 in Publication 408. Post assembly shall have a 50-year design life and withstand 100 mile per hour three-second-gust wind speed per AASHTO Publication LTS-4 (2001 Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals). Please refer to Spring City drawing numbers **S101695** for part numbers and ordering information.

Luminaire Specification

General:

Luminaire shall be the Spring City Electrical Manufacturing Company Columbia Large Style Luminaire; the luminaire shall be suitable for attachment to a 2" schedule 40 pipe that has an outside diameter of 2 3/8". The ballast compartment shall attach to the top of the luminaire using a threaded stainless steel T-Bolt acting as a hinge and (2) stainless steel wire latches to secure the unit to the luminaire adaptor. The globe ring shall nest into the optical housing by an integrally cast aluminum hinge. The ring shall be secured using (1) stainless steel wire latch. The luminaire's optical assembly shall be attached to the globe ring using (4) 11 gauge formed stainless steel wire. The overall luminaire dimensions with the luminaire adaptor shall be 24-7/8 inches in height and 19 3/8 inches in width.

The distribution of the luminaire shall be Type II Full Cutoff per ANSI/IESNA RP-8-00,

with the lamp mounted in a horizontal position on a 15-degree angle.

Ballast Socket Assembly:

Each luminaire to be furnished with internal mounted ballast for operation at 120, 208, 240, 277 volt and wired at 240 volts. Ballast is to be a **320-watt pulse start metal halide (or a 250-watt pulse start metal halide or a 150 – watt metal halide)** with a Super CWA circuit type. Electrical components shall be accessed utilizing (2) stainless steel wire latches for quick and easy field service. The ballast assembly shall be removed and installed using Spring City's "S-Lock System" and quick disconnects. Every effort shall be made to eliminate ballasts from multiple manufacturers. Ballasts within luminaries of a given type must however be of the same manufacturer. The approved manufacturers are: Advance Transformer Co. & Universal Lighting Technologies. The socket shall be a minimum 4KV pulse rated, spring loaded, and a mogul base. All electrical components to be UL recognize or listed, and the luminaire shall bear the UL Mark and comply with applicable requirements of UL 1598.

Optical System:

The optical assembly of the luminaire shall consist of a 3/16" thick clear flat tempered glass, reflector, and sealed twist lock access cap. The reflector shall be hydro-formed, brightened and anodized with a specular alzak finish. The optical assembly shall be accessed utilizing (1) stainless steel wire latches for quick and easy field service. The optical chamber shall be sealed Spring City's "CompSeal System" with consist of an injection molded quarter-turn cap and extruded vulcanized silicone rubber gasket. **The sealed optical chamber must have a minimum IP 65 rating!**

Luminaire Cross Arm Specification

General:

The (Type A) cross arm is to be the Lechmere style arm and designed to accept one single luminaire. The single assembly will measure 28" from the centerline of the post to the centerline of the luminaire. The luminaire arm shall be manufactures utilizing cast aluminum hub, and decorative scroll, and aluminum pipe. The cast hub shall be of cast aluminum ANSI 356 Per ASTM B26-95. The arm shall be of 2 inch standard schedule 40 aluminum pipe. The decorative scroll work shall be 6063 aluminum and die formed and mechanically fastened to the cross arm crook.

The cross arm shall accept a 2 7/8 inch by 5 inch high tenon and shall be secured to the pole tenon by (6) 3/8-16 stainless steel set screw.

The (Type A) 3-way cross arm is to be the Lechmere style arm and designed to accept three luminaires. The triple assembly will measure 70" from the centerline of the luminaire t to the centerline of the luminaire. The luminaire arm shall be manufactures utilizing cast aluminum hub, and decorative scroll, and aluminum pipe. The cast hub shall be of cast aluminum ANSI 356 Per ASTM B26-95. The arm shall be of 2 inch standard schedule 40 aluminum pipe. The decorative scroll work shall be 6063 aluminum and die formed and mechanically fastened to the cross arm crook.

The cross arm shall accept a 2 7/8 inch by 5 inch high tenon and shall be secured to the pole tenon by (6) 3/8-16 stainless steel set screw along with (2) thru bolts.

The cross arms shall have to ability to accommodate a twist-lock photo control, decorative cover and finial. The electronic twist-lock type photo control shall operate at a voltage range of 105-305 volts, have a 1000 watt load rating, a 1800 VA ballast load rating, and a 5000 switch lifetime. The photo control shall be a Tyco Electronic SST series Model SST-PV.

The (Type B) cross arm is to be the Bishops Crook style arm and designed to accept one single luminaire. The single assembly will measure 29" from the centerline of the post to the centerline of the luminaire. The luminaire arm shall be manufactures utilizing cast aluminum hub, and cast decorative scroll, and aluminum pipe. The cast hub shall be of cast aluminum ANSI 356 Per ASTM B26-95. The arm shall be of 2 inch standard schedule 40 aluminum pipe. The decorative scroll work shall be cast aluminum ANSI 356 Per ASTM B26-95 and welded to the crook.

The cross arm shall accept a 3 1/2 inch by 6 inch high tenon and shall be secured to the pole tenon by (6) 3/8-16 stainless steel set screw.

All external hardware is to be stainless steel.

All castings shall be free from abnormal physical qualities, pouring faults, porosity, cracks, blow holes, shrinkage defects, or flaws which affect the strength, value, or suitability of the castings for their intended use. Each casting will be clean and ground to eliminate all sand, burrs, machine marks, and imperfections.

Please refer to Spring City drawing numbers **S101695** for part numbers and ordering information.

Division 32

Section 32 94 43

Tree Grates

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Tree grates as shown on drawings and as specified herein

1.2 SUBMITALS

A. Contractor shall submit_3_ set(s) of drawings of tree grates and frames for review by architect prior to purchase and installation.

PART 2 PRODUCTS

2.1 TREE GRATES AND FRAMES

A. Manufacturer: Tree grates and frames shall be supplied by: (intentionally blank). All grates must be approved prior to installation.

B. Tree grates shall be: 4'-0" x 4'-0" with a 8-12" opening in the center.

C. Tree grates materials shall be cast gray iron. All tree grate castings shall be manufactured true to pattern and component parts, and shall fit together in a satisfactory manner. Castings shall be of uniform pattern and quality, free from blowholes, hard spots, shrinkage, distortion or other defects. Castings shall be cleaned by shot blasting.

D. Finish: Grates are to be supplied in unfinished natural state.
   a. Or – grates are to be painted black polyurethane
   b. Or – grates are to be painted black enamel
   c. Or – grates are to be black asphaultum coated

E. Matching steel angle frames shall be provided with installation details.
   a. Frames to be provided unfinished
   b. Or- frames to be supplied galvanized
   c. Or – frames to be painted black polyurethane
   d. Or – frames to be painted black enamel

F. Pilfer proof Screws – Not required

G. Total quantity_____

PART 3 EXECUTION

3.1 INSTALLATION

A. Install materials and systems in proper relation with adjacent construction and uniform appearance.

B. Restore damaged finishes and test for proper function. Clean and protect work from damage.

C. Remove or protect tree grates if concrete or pavers around tree well perimeter are chemically treated.

3.2 TREE GRATES

A. Install grates where indicated on plans flush and level with surrounding pavement surface.
B. Install steel angle frame, in concrete flush and leveled with surrounding paving surface, maintain flush and leveled at all times. Frames MUST NOT slope in more than one direction.
C. Use spreaders or stakes to keep frame from being distorted by concrete pressure, and clean concrete and debris from frame prior to tree grate installation.
D. If needed, grind pads on underside of tree grates to level and prevent rocking.

PENNDOT SPECIAL PROVISIONS

ITEM 0609-0009 EQUIPMENT PACKAGE

Provision Body

Appendix A

Table A

EQUIPMENT PACKAGE	
Equipment	**Quantity**
Communications Equipment	
Copier (1)	1
Fax Machine (1)	
Cellular Phone(s)	
Electronic Equipment	
Digital Camera	
Document Scanner (2)	1
Laser Printer (2)	
Color Printer (2)	
Specialized Equipment	
Surveyor's Level & Measuring Rod	
Electronic Digitizer	
Digital Display Level	
Infrared Thermometer	
Laser Range Finder	
Paper Shredder	
Miscellaneous Items	
Internet Service Provider	1
Computer Media	Yes
Toners/Cartridges	Yes

(1) Unless otherwise approved, a multifunction machine may not be furnished in lieu of a separate copier and fax.

(2) Unless otherwise approved, a multifunction machine may not be furnished in lieu of a separate scanner, laser printer and color printer.

Microcomputer Systems. A total of _1_ microcomputer systems will be used on the project.

This information is being provided to assist Bidders in meeting the requirements of Section 609.2(f), Internet Service, and Section 609.2(g), Miscellaneous Materials.

Microcomputer systems may be furnished by the Department. If microcomputer systems are to be furnished by the Contractor, as part of the construction Contract, the bid will include applicable, 0688-XXXX bid items. When indicated, furnish microcomputer systems meeting the requirements of Section 688.

ITEM 9910-0154: NEW CONCRETE BASES (PER PLAN)

DESCRIPTION- This work is the installation of concrete bases for new lamppost/pole.

MATERIAL- Per Publication 408 Section 910 except per Section 265600.10 of the Contract and per the Plans.

CONSTRUCTION- In accordance with Section 265600.10 of the Contract, Publication 408 Section 910, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9954-0011: 1-1/4 INCH CONDUIT

DESCRIPTION- This work is the installation of one and one-quarter inch (1-1/4") conduit.

MATERIAL- Per Publication 408 Section 954.3(c) and the use of one and one-quarter inch (1-1/4") conduit.

CONSTRUCTION- In accordance Publication 408 Section 954 and the Plans.

MEASUREMENT AND PAYMENT- Lineal Foot

ITEM 9954-0152: TYPE II EXCAVATION INCLUDING REMOVAL AND REINSTALLATION OF BRICK PAVERS TO PLACE CONDUIT

DESCRIPTION- This work is the excavation and backfill necessary for the installation of conduit including the removal and reinstallation of existing brick pavers.

MATERIAL- Type II excavation per Publication 408 Section 954 except the existing brick pavers shall be removed and reinstalled at the same location. New brick pavers of the same make and color shall be used if the existing pavers are damaged or additional pavers are necessary to complete the restoration.

CONSTRUCTION- In accordance with Publication 408 Section 954, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Lineal Foot

ITEM 9954-0401: NEW ELECTRICAL SERVICES INCLUDING METER BASES

DESCRIPTION- This work is the installation of new electrical services including meter bases to service the new and existing lamppost/pole, evaluation of the existing power supply, co-coordination with an electrical engineer and Met-Ed, securing a third party inspection of the street lighting system, coordination with the City Electrical Inspector to inspect all work and preparing "As-Built" plans sealed by a Professional Engineer of the construction.

MATERIAL- Per the Contract Specifications, Sections 260533.10 and 262416.11 and per the Plans.

CONSTRUCTION- In accordance with Sections 260533.10 and 262416.11 of the Contract, Publication 408 Section 910, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9000-0001: NEW COMPLETE TYPE A SINGLE HEAD POLE (WITH LUMINAIRE) 320 WATT

DESCRIPTION- This work is the installation of Type A, single head lamppost/pole equipped with a 320 watt metal halide luminaire.

MATERIAL- Spring City Electrical Manufacturing Co. Light Pole - Lechmere or Ivy Base (to match existing light poles in the blocks where the same light poles already exist), Spring City Electrical Manufacturing Co. – Columbia Luminaire (full DUT-Off) and all necessary appurtenances.

CONSTRUCTION- In accordance with Section 265600.10 of the Contract, the manufacturer's instructions, Publication 408 Section 910, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9000-0002: NEW COMPLETE TYPE B DOUBLE HEAD POLE (WITH LUMINAIRE) 250 WATT

DESCRIPTION- This work is the installation of Type B, double head lamppost/pole equipped with a 250 watt metal halide luminaire.

MATERIAL- Spring City Electrical Manufacturing Co. Light Pole - Lechmere or Ivy Base (to match existing light poles in the blocks where the same light poles already exist), Spring City Electrical Manufacturing Co. – Columbia Luminaire (full DUT-Off) and all necessary appurtenances.

CONSTRUCTION- In accordance with Section 265600.10 of the Contract, the manufacturer's instructions, Publication 408 Section 910, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9000-0003: NEW DOUBLE ARM AND 250 WATT LAMP ASSEMBLY TYPE B

DESCRIPTION- This work is the installation of a Type B, double arm with a 250 watt metal halide luminaire on an existing lamppost/pole.

MATERIAL- Spring City Electrical Manufacturing Co. Light Pole, Spring City Electrical Manufacturing Co. – Columbia Luminaire (full DUT-Off) and all necessary appurtenances.

CONSTRUCTION- In accordance with Section 265600.10 of the Contract, the manufacturer's instructions, Publication 408 Section 910, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9000-0004: NEW RETROFIT COLUMBIA LUMINAIRE ASSEMBLY 320 PS

DESCRIPTION- This work is the retro fit installation a 320 watt pulse start metal halide Columbia luminaire assembly on an existing lamppost/pole.

MATERIAL- Spring City Electrical Manufacturing Co. – Columbia Luminaire (full DUT-Off) and all necessary appurtenances.

CONSTRUCTION- In accordance with Section 265600.10 of the Contract, the manufacturer's instructions, Publication 408 Section 910, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9000-0005: NEW RETROFIT COLUMBIA LUMINAIRE ASSEMBLY 150 PS

DESCRIPTION- This work is the retro fit installation a 150 watt pulse start metal halide Columbia luminaire assembly on an existing lamppost/pole.

MATERIAL- Spring City Electrical Manufacturing Co. – Columbia Luminaire (full DUT-Off) and all necessary appurtenances.

CONSTRUCTION- In accordance with Section 265600.10 of the Contract, the manufacturer's instructions, Publication 408 Section 910, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9000-0006: NEW RETROFIT COLUMBIA LUMINAIRE ASSEMBLY 250 PS

DESCRIPTION- This work is the retro fit installation a 250 watt pulse start metal halide Columbia luminaire assembly on an existing lamppost/pole.

MATERIAL- Spring City Electrical Manufacturing Co. – Columbia Luminaire (full DUT-Off) and all necessary appurtenances.

CONSTRUCTION- In accordance with Section 265600.10 of the Contract, the manufacturer's instructions, Publication 408 Section 910, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9000-0007: WIRE THROUGH CONDUIT

DESCRIPTION- This work is installation of 3-#6 RHW, RHH wire in the 1-1/4" conduit including the all connections to the existing grid, new services and new lampposts/poles, co-coordination with an electrical engineer and Met-Ed, securing a third party inspection of the street lighting system, coordination with the City Electrical Inspector to inspect all work and preparing "As-Built" plans sealed by a Professional Engineer of the construction.

MATERIAL- 3-#6 RHW, RHH wire and all necessary appurtenances.

CONSTRUCTION- In accordance with Publication 408, Section 1101.08(b), the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Lineal Foot

ITEM 9000-0008: PAINT POLES ON SOUTH SIDE OF 700 BLOCK

DESCRIPTION- This work is painting existing poles on the south side of the 700 block to match the existing "City Green" color.

MATERIAL- A prime paint then Sherwin Williams Acrolon Paint System (Wet-coat) paint, color "City Green" Chemline 3300, or approved equal.

CONSTRUCTION- In accordance with maunfacturer's specifications, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9000-0009: REPAINT EXISTING POLES

DESCRIPTION- This work is painting existing poles, except the south side of the 700 block, "City Green" in color.

MATERIAL- A prime paint then Sherwin Williams Acrolon Paint System (Wet-coat) paint, color "City Green", Chemline 3300 or approved equal.

CONSTRUCTION- In accordance with maunfacturer's specifications, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9000-0010: REPLACE EXISTING TREE PIT AT LOCATION OF TREE REMOVAL WITH BRICK PAVERS

DESCRIPTION- This work is backfill of 2A aggregate, mechanically compacted in lifts not greater than twelve inches (12"), up to the existing subbase of the adjacent brick pavers/sidewalk and install subbase and brick pavers to match existing in kind. New brick pavers of the same make and color shall be used if the existing pavers are damaged or additional pavers are necessary to complete the restoration.

MATERIAL- 2A aggregate, brick pavers of same make and kind of the adjacent brick pavers (as necessary) and per the Plans and the Contract Specifications.

CONSTRUCTION- In accordance with Publication 408, Sections 703 and 954, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9000-0011: REPLACE EXISTING BRICK PAVERS / SAWCUT CONCRETE AS NECESSARY TO CREATE NEW TREE PIT (MATCH EXISTING CITY STYLE)

DESCRIPTION- This work is removal of existing sidewalk and brick pavers, excavate and dispose of unclassified material and install tree pit (match style of existing tree pits on the northside of the 200 and 300 block of Penn Avenue). Surrounding area disturbed shall be restored to match the adjacent subbase and brick pavers/sidewalk in kind. New brick pavers of the same make and color shall be used if the existing pavers are damaged or additional pavers are necessary to complete the restoration.

MATERIAL- Brick pavers of same make and kind of the adjacent brick pavers (as necessary), concrete and concrete forms, and per the Plans and the Contract Specifications.

CONSTRUCTION- In accordance with Publication 408, Sections 703 and 954, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9000-0012: PLANT NEW TREE FROM CITY'S APPROVED LIST

DESCRIPTION- This work is planting trees from the City's approved tree species list at the locations indicated on the Plans. The Work shall include topsoil backfill as necessary.

MATERIAL- Trees and topsoil per the Plans and the Contract Specifications.

CONSTRUCTION- In accordance with the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9000-0013: NEW LAMP 320 WATT

DESCRIPTION- This work is replacing luminaires in lampposts at the locations indicated on the Plans.

MATERIAL- 320 Watt luminaire per Section 265600.10 of the Contract.

CONSTRUCTION- In accordance with Section 265600.10 of the Contract, the manufacturer's instructions, Publication 408 Section 910, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9000-0014: NEW LAMP 250 WATT

DESCRIPTION- This work is replacing luminaires in lampposts at the locations indicated on the Plans.

MATERIAL- 250 Watt luminaire per Section 265600.10 of the Contract.

CONSTRUCTION- In accordance with Section 265600.10 of the Contract, the manufacturer's instructions, Publication 408 Section 910, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9000-0015: NEW LAMP 150 WATT

DESCRIPTION- This work is replacing luminaires in lampposts at the locations indicated on the Plans.

MATERIAL- 150 Watt luminaire per Section 265600.10 of the Contract.

CONSTRUCTION- In accordance with Section 265600.10 of the Contract, the manufacturer's instructions, Publication 408 Section 910, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9000-0016: ROADWAY REPAIR

DESCRIPTION- This work is the restoration of the existing roadway disturbed during construction. Paving materials and subbase shall match the existing cross-section.

MATERIAL- Paving material as required to match existing in accordance with Publication 408 Section 409.2 and Section 350.2.

CONSTRUCTION- In accordance with Publication 408 Section 409.3 and Section 350.3, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Square Yards (SY)

ITEM 9000-0017: TYPE II EXCAVATION WITH SUITABLE MATERIAL BACKFILL

DESCRIPTION- This work is the excavation and backfill necessary for the installation of conduit including backfill with suitable material. The location of this work is located on the north side of Penn Avenue between 7th Avenue and 8th Avenue.

MATERIAL- Type II excavation per Publication 408 Section 954 except the backfill with suitable material.

CONSTRUCTION- In accordance with Publication 408 Section 954, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Lineal Foot

ITEM 9910-0154: NEW CONCRETE BASES

DESCRIPTION- This work is the excavation, backfill and installation as necessary for the installation of the concrete foundation bases and necessary appurtenances for the lampposts/poles.

MATERIAL- As per Publication 408 Section 910.2, Publication 148 (TC-8800), the Plans and the Contract Specifications except the backfill with suitable material.

CONSTRUCTION- In accordance with Publication 408 Section 910.3, Publication 148 (TC-8800), the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Each

ITEM 9954-0154: TYPE IV EXCAVATION

DESCRIPTION- This work is the excavation and backfill necessary for the installation of conduit within the roadway at the location of the street crossings shown on the Plans. The pavement restoration shall match the existing, adjacent roadway.

MATERIAL- Type IV excavation per Publication 408 Section 954 and Publication 148 (TC-8800), except the backfill shall match the existing, adjacent roadway.

CONSTRUCTION- In accordance with Publication 408 Section 954, Publication 148 (TC-8800), the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Lineal Foot

ITEM 9954-0011: 1-1/4" CONDUIT

DESCRIPTION- This work is the installation of 1-1/4" diameter PVC conduit.

MATERIAL- 1-1/4" diameter PVC conduit per the Plans and the Contract Specifications.

CONSTRUCTION- In accordance with Publication 408 Section 954 except the conduit size of 1-1/4" diameter, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Lineal Foot

ITEM 9954-0152: TYPE II EXCAVATION INCLUDING REMOVE/ REINSTALLATION EXISTING BRICK PAVERS

DESCRIPTION- This work is the excavation and backfill necessary for the installation of conduit including backfill with suitable material, except the work for line item 9000-0017 (located on the north side of Penn Avenue between 7th Avenue and 8th Avenue). This work is removal of brick pavers, excavate and dispose of unclassified material, backfill with size 2A material per Publication 408, Section 954 and the Plans, and re-install brick. Surrounding area disturbed shall be restored to match the adjacent subbase and brick pavers/sidewalk in kind. New brick pavers of the same make and color shall be used if the existing pavers are damaged or additional pavers are necessary to complete the restoration.

MATERIAL- Brick pavers of same make and kind of the adjacent brick pavers (as necessary), concrete and concrete forms and per the Plans and the Contract Specifications.

CONSTRUCTION- In accordance with Publication 408, Section 954, the Plans and the Contract Specifications.

MEASUREMENT AND PAYMENT- Lineal Foot

CONTRACT DRAWINGS