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2019

CONTRACT
Between
CITY OF READING
and
HIRNEISEN ELECTRIC, INC.

For Streetlight Maintenance, Department of Public Works, City of Reading,
Pennsylvania.

CONTRACT DOCUMENTS

CONTRACT

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

THIS AGREEMENT, made and concluded this 25th day of October, in the year two thousand and Nineteen, 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 HIRNEISEN ELECTRIC, INC 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 May 6, 2019 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: Not to exceed One Hundred Forty Thousand Dollars and 00/100

_____ (state here the lump sum amount, unit prices, or both as desired in individual cases.) (Not to exceed \$140,000.00)

For Streetlight Maintenance, Department of Public Works.

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

TIME & MANNER OF DOING WORK. The party of the second part agrees to commence the construction of the work to be done under this contract, immediately upon receiving written notice from the Director of Public Works, or other applicable Director, so to do and to complete the entire work not later than _____, 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 01-07-24-4409

Bond No. 5419157

PERFORMANCE BOND

Know All Men By These Presents that we, HIRNEISEN ELECTRIC, INC.
(CONTRACTOR)

hereinafter called the PRINCIPAL, and Old Republic Surety Company
(SURETY)

hereinafter called the SURETY, a corporation organized and existing under the laws of
the State of Wisconsin are held and firmly bound
unto the City of Reading hereinafter called the OBLIGEE, as hereinafter set forth,
Not to exceed One Hundred Forty Thousand
in the full and just sum of Dollars and 00/100 Dollars (\$ 140,000.00), lawful money of
the United States of America, for the payment of which sum we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated
May 6 2019, to perform the WORK for the OBLIGEE, in connection with the
for Streetlight Maintenance, Department of Public Works. 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 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 19 .

(INDIVIDUAL PRINCIPAL)

_____(Seal)
(Signature of Individual)

Witness:

Trading and Doing Business as:

(PARTNERSHIP PRINCIPAL)

_____(Seal)
(Name of Partnership)

Witness:

By: _____(Seal)
(Partner)

(CORPORATION SURETY)

Old Republic Surety Company

(Name of Corporation)

By: Kelsey L. Eye
** (Attorney-in-fact) Kelsey L. Eye

Witness:

Jennifer A. Gohn
Jennifer A. Gohn
(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.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TIMOTHY C. HOAGLAND, JOSEPH ANTHONY KOTULA, JENNIFER A. GOHN, KELSEY L. EYE, OF MECHANICSBURG, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

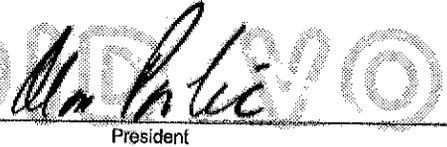
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10TH day of MAY, 2019.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary




President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 10TH day of MAY, 2019, personally came before me, Alan Paylic and Jane E. Cherney to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2022

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

73-6372



Signed and sealed at the City of Brookfield, WI this _____ day of _____


Assistant Secretary

MURRAY INSURANCE ASSOCIATES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

PAYMENT BOND

Know All Men by These Presents:

That We, HIRNEISEN ELECTRIC, INC. hereinafter called the PRINCIPAL, and _____
(CONTRACTOR)

Old Republic Surety Company hereinafter called the SURETY, a corporation organized and
(SURETY)

existing under the laws of the State _____ of Wisconsin are held and firmly
bound unto the City of Reading, hereinafter called OBLIGEE, as hereinafter

(OBLIGEE) Not to exceed One Hundred Forty Thousand
set forth, in the full and just sum of Dollars and 00/100 Dollars (\$ 140,000.00),
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
May 6, 20 19 to perform the WORK for the OBLIGEE, in connection with the
for Streetlight Maintenance, Department of Public Works. as set forth in the
CONTRACT DOCUMENTS;

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 the equipment rented is actually used at the site of the WORK covered by the CONTRACT. As required by the Act, the provisions of this BOND shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the CONTRACT DOCUMENTS.

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

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

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

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

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

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

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

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

In Witness Whereof, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this _____ day of _____, 20 19.

(INDIVIDUAL PRINCIPAL)

_____(Seal)
(Signature of Individual)

Witness:

Trading and Doing Business as:

(PARTNERSHIP PRINCIPAL)

(Name of Partnership) (Seal)

Witness:

By: _____ (Seal)
(Partner)

(CORPORATION PRINCIPAL)

Attest:

Lee T. Hirneisen
(Secretary) Lee T. Hirneisen

HIRNEISEN ELECTRIC, INC.

(Name of Corporation)

By: Tod S. Hirneisen
PE (President/Vice President) Tod S. Hirneisen

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

By: _____
Authorized Representative

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

Signed _____

(Title)

Subscribed and sworn to before me on

this ___ day of _____, 20 ___

(Title)

My commission expires:

(CORPORATION SURETY)

Old Republic Surety Company
(Name of Corporation)

By: Kelsey L. Eye
** (Attorney-in-fact) Kelsey L. Eye

Witness:

Jennifer A. Gohn
Jennifer A. Gohn

(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.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TIMOTHY C. HOAGLAND, JOSEPH ANTHONY KOTULA, JENNIFER A. GOHN, KELSEY L. EYE, OF MECHANICSBURG, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10TH day of MAY, 2019.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary




President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 10TH day of MAY, 2019, personally came before me, Alan Paylic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2022

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

73-6372



Signed and sealed at the City of Brookfield, WI this _____ day of _____


Assistant Secretary

MURRAY INSURANCE ASSOCIATES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

MAINTENANCE BOND

Know All Men by These Presents, that we, HIRNEISEN ELECTRIC, INC.
(CONTRACTOR)

hereinafter called the PRINCIPAL, and Old Republic Surety Company
(SURETY)

hereinafter called the SURETY, a corporation organized and existing under laws of the
State of Wisconsin, are held and

firmly bound unto City of Reading, hereinafter called the OBLIGEE, as
(OWNER) Not to exceed One Hundred Forty Thousand Dollars and
hereinafter set forth, in the full and just sum of 00/100-

Dollars (\$ 140,000.00), 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 May 6, 20 19 to perform the WORK for the
OBLIGEE, in connection with the construction of for Streetlight Maintenance, Department of Public
Works.

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 any 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 _____, 2019.

(INDIVIDUAL PRINCIPAL)

_____(Seal)
(Signature of Individual)

Witness:

Trading and Doing Business as:

(PARTNERSHIP PRINCIPAL)

(Name of Partnership) (Seal)

Witness:

By: _____ (Seal)
(Partner)

(CORPORATION PRINCIPAL)

Attest:

Lee T. Hirneisen

(Secretary) Lee T. Hirneisen

HIRNEISEN ELECTRIC, INC.

(Name of Corporation)

By:

T.S. Hirneisen

PE (President/Vice President) Tod S. Hirneisen

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

By:

Authorized Representative

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

Signed _____

(Title)

Subscribed and sworn to before me on

this ___ day of _____, 20 ____

(Title)

My commission expires:

(CORPORATION SURETY)

Old Republic Surety Company

(Name of Corporation)

By: Kelsey L Eye
** (Attorney-in-Fact) Kelsey L Eye

Witness:

Jennifer A. Gohn
Jennifer A. Gohn

(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.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TIMOTHY C. HOAGLAND, JOSEPH ANTHONY KOTULA, JENNIFER A. GOHN, KELSEY L. EYE, OF MECHANICSBURG, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice-president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

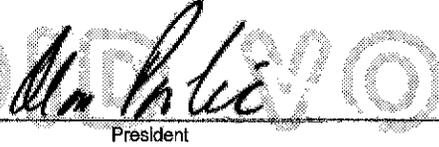
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10TH day of MAY, 2019.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

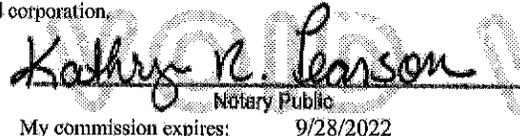



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 10TH day of MAY, 2019, personally came before me, Alan Paylic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2022

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

73-6372

Signed and sealed at the City of Brookfield, WI this _____ day of _____




Assistant Secretary

MURRAY INSURANCE ASSOCIATES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

WAGE RATE COMPLIANCE BOND

BOND NO. 5419158

KNOW ALL MEN BY THESE PRESENTS, that HIRNEISEN ELECTRIC, INC.
(Contractor)

1619 Old Lancaster Pike, Reading, PA 19608

(Full Address)

(hereinafter referred to as EMPLOYER), Old Republic Surety Company
(Surety Company)

Insurance Company, a corporation organized and existing under the laws of the

State of Wisconsin (hereinafter referred to as SURETY),

SEVENTY THOUSAND DOLLARS AND 00/100

are hereby severally held and firmly bound in the sum of _____
(\$70,000.00)

Dollars, - being 50% of the estimated or bid price of the contract, lawful money

of the United States of America, unto the City of Reading, City Hall, 815

Washington Street, Reading, Pennsylvania, 19601-3690, (hereinafter referred to as

CITY), as its interests may appear.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if Employer and any subcontractors shall promptly pay wages due their employees for work performed under an agreement dated 5/6, 20 19 (including amendments thereto), between Employer and City for a project to be completed at the ~~City Park Band Shell~~ based on the minimum prevailing wages specified in said Agreement as published by the Pennsylvania Department of Labor and Industry and as reflected in a Contract between Employer and City, dated 5/6, 20 19, then the above obligation shall be void, otherwise it shall remain in full force and effect.

The Surety's obligation under this Bond shall cover payments due as aforesaid for work performed by employees during the period commencing 5/6, 20 19 and ending with the completion of the project in accordance with a certificate of Completion issuable by the City.

We, the said Employer and Surety, and each of us do bind and oblige ourselves, to the extent of our respective liabilities hereunder, as well as our heirs, executors, administrators, successors and assigns, and every one of them, firmly by these presents.

/*For Streetlight Maintenance, Department of Public Works.

SIGNED, SEALED, AND DATED this _____ day of _____, 20 19.

(Name of Contractor)

ATTEST:

Lee T. Hirneisen

Lee T. Hirneisen, Secretary

Hirneisen Electric, Inc.

By: *T.S.H.*

(Principal Contractor) Tod S. Hirneisen, PE President

~~By: _____~~

WITNESS:

Jennifer A. Gohn
Jennifer A. Gohn

(Name of Surety)

Old Republic Surety Company

By: *Kelsey L. Eye*
(Attorney-In-Fact) Kelsey L. Eye



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



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TIMOTHY C. HOAGLAND, JOSEPH ANTHONY KOTULA, JENNIFER A. GOHN, KELSEY L. EYE, OF MECHANICSBURG, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10TH day of MAY, 2019.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary




President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 10TH day of MAY, 2019, personally came before me, Alan Paylic and Jane E. Cherney to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

73-6372

Signed and sealed at the City of Brookfield, WI this _____ day of _____




Assistant Secretary

MURRAY INSURANCE ASSOCIATES

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STATEMENT ACCEPTING PROVISIONS OF WORKERS' COMPENSATION ACT

STATE OF PENNSYLVANIA

ss.

COUNTY OF BERKS

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

For Individual

_____ (SEAL)

For Corporation

HIRNEISEN ELECTRIC, INC.

(Name of Corporation)

By: Tod S. Hirneisen
(Official Title) PE President Tod S. Hirneisen

Attest: Lee T. Hirneisen
(Secretary ~~or Asst. Secretary~~) Lee T. Hirneisen

For Partnership

(Name of Partnership)

By: _____ (SEAL)

_____ (SEAL)

Old Republic Surety Company

(Name of Insurance Company)

By: Kelsey L. Eye
Attorney-in-Fact Kelsey L. Eye





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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TIMOTHY C. HOAGLAND, JOSEPH ANTHONY KOTULA, JENNIFER A. GOHN, KELSEY L. EYE, OF MECHANICSBURG, PA

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RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10TH day of MAY, 2019.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary




President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 10TH day of MAY, 2019, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2022

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

73-6372



Signed and sealed at the City of Brookfield, WI this _____ day of _____


Assistant Secretary

MURRAY INSURANCE ASSOCIATES

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Excerpt from Business Auto PennPac Plus Endorsement
Form 71 1281 0713

IX. Waiver Of Subrogation

The following is added to **A.5. Transfer Of Rights Of Recovery Against Others To Us** condition in **Section IV - Business Auto Conditions**

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an insured contract.

Excerpt from Commercial General Liability PennPac Plus Endorsement. Form 71 1403 1115.

XIII. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **8. Transfer Of Rights Of Recovery Against Others To Us** condition in **Section IV - Commercial General Liability Conditions:**

We waive any right of recovery we may have against any person(s) or organization(s) because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person(s) or organization(s) and included in the "products-completed operations hazard". This waiver applies only to the person(s) or organizations(s) with whom you have agreed in a written contract or agreement to waive your right of recovery.

**T. WAIVER OR TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US**

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

POLICY NUMBER:

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

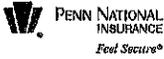
ADDRESS:

The address for that person or organization included in such written request from you to us.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



Pennsylvania National Mutual Casualty Insurance Company
 Penn National Security Insurance Company
 P.O. Box 2881
 Harrisburg, PA 17109-2881

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED -- OWNERS, CONTRACTORS AND SUBCONTRACTORS (ONGOING OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following provision is added to SECTION II - WHO IS AN INSURED

1. Any person(s) or organization(s) (referred to below as additional insured) with whom you are required in a written contract or agreement to name as an additional insured for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at this location or project described in the contract or agreement.

However,

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to insurance afforded to these additional insureds, the following additional exclusions apply:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

2. This insurance does not apply to "bodily injury" or "property damage" occurring after:

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71 0741 1116

Page 1 of 2

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

c. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

d. With respect to the coverage provided by this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance, Subparagraph a. Primary Insurance, is replaced by the following:

e. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph a. below, except:

(1) If a written contract or agreement that requires any person(s) or organization(s) to be an additional insured also requires this insurance to be primary and noncontributory, then this insurance is primary over any other insurance in which the additional insured is a Named Insured. We will not seek contribution from any other liability policy in which the additional insured is a Named Insured.

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71 0741 1116

Page 2 of 2



Pennsylvania National Mutual Casualty Insurance Company
 Penn National Security Insurance Company
 P.O. Box 2881
 Harrisburg, PA 17109-2881

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED -- OWNERS, CONTRACTORS AND SUBCONTRACTORS (COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following provision is added to SECTION II - WHO IS AN INSURED

1. Any person(s) or organization(s) (referred to below as "additional insured") whom you are required in a written contract or agreement to specifically name as an additional insured for the "products-completed operations hazard". A general obligation to name a person or organization as an additional insured on any policy of insurance (including those providing coverage for the "products-completed operations hazard") will be deemed to extend only to your ongoing operations for that person or organization. An additional insured for the products-completed operations hazard is only an additional insured with respect to liability for "bodily injury" or "property damage": (1) caused, in whole or in part, by "your work" at the location or project designated and described in the contract or agreement; (2) performed for that additional insured; and (3) included in the "products-completed operations hazard."

A person's or organization's status as an additional insured under this endorsement ends when the obligation to provide additional insured status for the "products-completed operations hazard" in the written contract or agreement ends; or if no specific date or time period is included in the written contract or agreement, coverage will be extended for one year from the date "your work" is deemed complete under the definition of "products-completed operations hazard."

However,

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; and
- 2. Supervisory, inspection, architectural or engineering activities.

C. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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71 1145 1116

Page 1 of 2

D. With respect to the coverage provided by this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance, Subparagraph a. Primary Insurance, is deleted and replaced by the following:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph a. below, except:

(1) If a written contract or agreement that requires any person(s) or organization(s) to be an additional insured also requires this insurance to be primary and noncontributory, then this insurance is primary over any other insurance in which the additional insured is a Named Insured. We will not seek contribution from any other liability policy in which the additional insured is a Named Insured.

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71 1145 1116

Page 2 of 2

Excerpt from Business Auto PennPac Plus Endorsement 71 281 0713

II. Blanket Additional Insured

Any person or organization, with whom you agree in a written contract, agreement or permit, to name as an insured for Liability Coverage is an "insured", but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II of the Coverage Form.

This insurance does not apply unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage".

This insurance does not apply to the owner or any one else from whom you hire or borrow a covered "auto".

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71 281 0713

Page 1 of 4



**PENN NATIONAL
INSURANCE**

Pennsylvania National Mutual Casualty Insurance Company
Penn National Security Insurance Company
P.O. Box 2361
Harrisburg, PA 17105-2361

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Person or Organization: "ALL PERSONS OR ORGANIZATIONS THAT ARE REQUIRED IN WRITTEN CONTRACT TO BE PROVIDED 30 DAYS' NOTICE OF CANCELLATION FOR OTHER THAN NON-PAYMENT OF PREMIUM."	Mailing Address:
Number of Days' Notice 30	

The CANCELLATION Common Policy Condition under paragraph 2. or any applicable state cancellation endorsement is amended by checking either block as follows:

<input checked="" type="checkbox"/>	In the event of cancellation for other than nonpayment of premium, we agree to deliver notification to the first Named Insured and the person or organization shown in the Schedule above. Notification will be at least the number of days shown in the Schedule above.
<input type="checkbox"/>	In the event of cancellation, for nonpayment of premium, we agree to deliver notification to the first Named Insured and the person or organization shown in the Schedule above. At least 15 days notice will be provided.

This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.



**PENN NATIONAL
INSURANCE**

Pennsylvania National Mutual Casualty Insurance Company
Penn National Security Insurance Company
P.O. Box 2361
Harrisburg, PA 17105-2361

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MATERIAL COVERAGE CHANGE NOTIFICATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

SCHEDULE

<p>Name of Person or Organization: ALL PERSONS OR ORGANIZATIONS THAT ARE REQUIRED IN WRITTEN CONTRACT TO BE PROVIDED 30 DAYS NOTICE OF MATERIAL CHANGE FOR OTHER THAN NON-PAYMENT OF PREMIUM.</p>	<p>Mailing Address:</p>
<p>Number of Days' Notice 30</p>	

In the event of material change in coverage requested by the insured or initiated by us which reduces or restricts coverage other than:

- a. The reduction of aggregate limits through reserves or payments of claims; or
- b. Routine automobile changes;

we agree to mail or deliver notification to the person or organization shown in the above Schedule. Notification will be at least the number of days shown in the above Schedule before the effective date of the coverage change.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

~~We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)~~

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT REQUIRE THAT A WAIVER OF SUBROGATION (A/K/A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS) BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION, SUBJECT TO THE FOLLOWING CONDITIONS:

1. THE REQUIREMENT TO WAIVE SUBROGATION MUST BE CLEARLY EVIDENCED BY A WRITTEN CONTRACT BETWEEN YOU AND THE PERSON AND/OR ORGANIZATION REQUIRING THE WAIVER OF SUBROGATION, WHICH CONTRACT WAS FULLY EXECUTED PRIOR TO THE DATE OF ACCIDENT OR LOSS; AND
2. THE WRITTEN CONTRACT BETWEEN YOU AND THE PERSON OR ORGANIZATION REQUIRING THIS WAIVER MUST CONTAIN A HOLD HARMLESS AND INDEMNIFICATION PROVISION IN THAT PERSON OR ORGANIZATIONS' FAVOR; AND
3. WE MUST BE THE CARRIER OF RECORD PROVIDING GENERAL LIABILITY COVERAGE FOR THE INSURED TO WHOM THIS WORKERS COMPENSATION POLICY APPLIES.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Insurance Company

Policy No.

Endorsement No.
Premium \$

Countersigned By _____

act
City of Reading

STIPULATION AGAINST LIENS

WHEREAS, HIRNEISEN ELECTRIC, INC., hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated May 6, 2019, with Streetlight Maintenance, Department of Public Works. 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 18th day of September, 2019.

(SEAL)

CITY OF READING
(CITY OF READING)

BY: _____
Wally Scott
TITLE: Mayor

ATTEST:

BY: _____
Linda A. Kelleher
TITLE: City Clerk

(SEAL)

HIRNEISEN ELECTRIC, INC.
(CONTRACTOR)

BY: [Signature]
TITLE: President

ATTEST:

BY: [Signature]
TITLE: Secretary

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated
May 6, 20 19 providing for the
Streetlight Maintenance, Department of Public Works

City of Reading, Pennsylvania.

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

EXECUTED this 18th day of September, 20 19

/*HIRNEISEN ELECTRIC, INC.
By: [Signature]

Title: President

ATTEST:

[Signature]

Secretary

(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 _____

APPENDIX

- 1) Request for Proposals (Streetlight Maintenance)
- 2) Response to RFP
- 3) Award Letters

STREETLIGHT MAINTENANCE
DEPARTMENT OF PUBLIC WORKS
CITY OF READING, PENNSYLVANIA

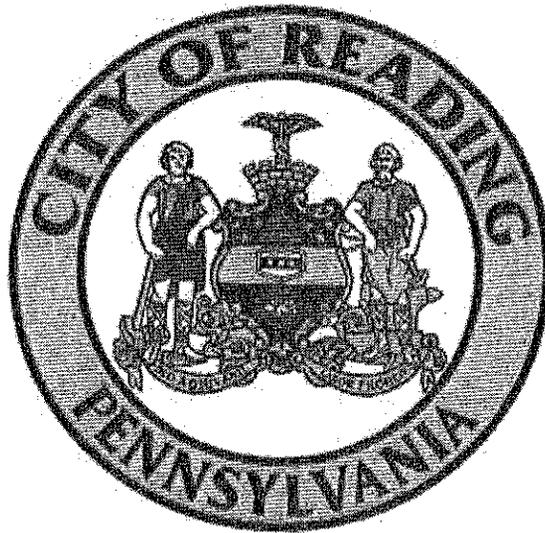


TABLE OF CONTENTS

NOTICE AND INSTRUCTIONS

Notice to Contractors4
Instructions to Bidders5

DOCUMENTS TO BE SUBMITTED WITH BID

Bid Proposal Form14
Bid Bond17
Non-Collusion Affidavit21
Statement of Bidder’s Qualification24
Non-Discrimination Statement27

CONTRACT DOCUMENTS

Contract29
Performance Bond32
Payment Bond37
Maintenance Bond42
Wage Rate Compliance Bond46
Statement Accepting Provisions of PA Workers’ Compensation Act48
Stipulation Against Liens49
Indemnity Agreement50
Notice to Proceed51

WAGE RATES52

GENERAL PROVISIONS61

TECHNICAL SPECIFICATIONS74

NOTICE AND INSTRUCTIONS

CITY OF READING, PENNSYLVANIA

NOTICE TO CONTRACTORS

The City of Reading will receive separate technical and Cost Proposals for Street Light Maintenance submitted electronically via the PennBid Program (www.pennbid.net). Proposals shall be received until 3:00 P.M., prevailing time on May 6, 2019, at which time the proposal shall be publicly opened and read aloud in Council Chambers, 815 Washington Street, Reading, Pennsylvania 19601. Proposers are invited to be present at the Bid opening.

Proposals received via www.pennbid.net after the hour specified will not be considered. Proposers are invited to be present at the Bid opening.

Specifications and bid forms, upon which all bids must be submitted, can be obtained in the Purchasing Office, City Hall, Reading, Pennsylvania.

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 prevailing minimum wage rates as determined by the Secretary of the Department of Labor and Industry 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 or all bids, and to accept or reject any part of a bid that may not be in the public interest.

Tammi Reinhart
Purchasing Coordinator

INSTRUCTIONS TO BIDDERS

PROPOSAL SUBMISSION

Proposals shall be submitted via the PennBid Program (www.pennbid.net). This shall be submitted on or before the time stated in the NOTICE TO CONTRACTORS.

Proposals received via PennBid after the hour specified will not be considered. Proposers are invited to be present at the Bid opening.

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 Contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a labor and material payment bond in an amount not Less than one hundred percent (100%) of the Contract Sum as security for the payment of persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The successful bidder, upon award of contract, shall furnish at the time of execution of the same, a Maintenance 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.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

The bonds shall be executed on the forms provided in the Bid Documents. The bonds shall be executed by a corporate surety licensed and qualified to do business in the Commonwealth of Pennsylvania. The surety company shall be named in the current list of companies holding certificates of authority as accepted sureties on federal bonds and as acceptable re-insuring companies as published in Circular 570 (as amended) by the audit staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bonds shall not exceed the underwriting risk of such surety as set forth in said Circular or revision thereof. The bonds shall be accompanied by a current and certified power of attorney evidencing the authority of the agent of the surety to execute the bonds as of the date of the bonds.

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

INSURANCE

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

CONTRACTOR'S LIABILITY 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.

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.

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

Please forward a certificate of insurance verifying these insurance requirements.

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

Liability insurance shall include the hazard of collapse, damage to underground utilities, underground blasting, and excavation. Prior to any blasting which may be required, blasting insurance shall be obtained by the Contractor in an amount satisfactory to the City Engineer.

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

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

WAGES AND EMPLOYMENT REQUIREMENTS

Each bidder shall include in the proposal a statement that not less than the Pennsylvania prevailing wages will be paid, if project cost exceeds \$24,999.99.

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 that may be provided by the City setting forth the provisions of this nondiscrimination clause.

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

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

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

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

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

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

SUPERVISION OF WORKERS

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

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

SUBCONTRACTS

The Contractor will not be allowed to subcontract work under this contract unless the City grants written approval. 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 the specification asks for a certain article or "Approved Equal" and the bidder intends to furnish an article which the bidder considers equal to the one named, the bidder must specify in the bid the name and grade of said article. All disputes concerning grade and quality of materials or work shall be determined by a person duly authorized by the Director of Public Works.

TIME OF COMPLETION

The bidders are herewith cautioned that they must comply with the time of completion indicated in the technical specifications. 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 cancelled and awarded to the next lowest responsible bidder.

BUSINESS PRIVILEGE TAX

The City of Reading imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2¼ mills upon the gross receipts attributable to business conducted within the City of Reading.

PERMITS/LICENSES

The Contractor shall, at his/her 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 (if specified)

A pre-bid meeting has not been scheduled for this project; however, site inspections are part of the technical specification. For the purpose of familiarizing Bidders with the project, answering questions, and issuing addenda as needed for clarification of the bidding document, all questions shall be submitted via the PennBid Program (www.pennbid.net) by 2:00 PM, April 22, 2019, with an addendum being issued on, April 29, 2019.

Questions Regarding Specifications on Proposal Process

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. No interpretations of the meaning of the Bid documents will be made to any bidder orally.

Every request for such interpretation shall be submitted via the "Questions" tab within Penn Bid to be given consideration must be sent in prior to 10:00 A. M. on April 22, 2019.

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued via PennBid to all prospective proposers no later than April 29, 2019.

Additionally, the city prohibits communications initiated by a proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

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

EXECUTION OF CONTRACT

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

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

All attachments are considered as part of this document.

METHOD OF PAYMENT

Payments shall be based on an invoice submitted by the General Contractor or approved representative (Construction Manager). The City shall have the right to withhold disbursement funds if in the City's opinion the construction work for which payment has been requested is of poor workmanship, contrary to any applicable codes and contract specifications, is in 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 to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this contract, and the Contractor shall preserve all 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 or the purchase of any materials purchased in connection with the contract and contractor, unless directed by City, shall not file a claim for any sales or use tax refund subject to this assignment. Contractor authorizes City, in its own name or the name of 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 contracts with subcontractors.

NOTICE TO PROCEED

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

DISCONTINUANCE OF WORK

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

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:

DOCUMENTS TO BE SUBMITTED WITH BID

PROPOSAL
FOR
STREET LIGHT MAINTENANCE
CITY OF READING, PENNSYLVANIA

Proposal of

(name)

(address)

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

Dear Mayor Scott:

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

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

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

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

It is proposed to furnish and deliver all materials, tools, equipment, power, tests and transportation, perform all labor, superintendence, and all means of construction, and do all incidental work, and to execute, construct and finish in an expeditious and workmanlike manner, in accordance with the plans and specifications, to the satisfaction and acceptance of the Public Works Department of the City of Reading and of the City Engineer for the total base bid amount as herein shown below:

Not to exceed One Hundred Forty thousand dollars and zero cents yearly
(written)

| \$ 140,000.00 (figures).

HOURLY RATES:

Field Service	\$ _____
Field Service Overtime	\$ _____
Traffic Control Truck	\$ _____
Dump Truck	\$ _____
Backhoe	\$ _____
Service/Aerial Truck	\$ _____
Line Truck	\$ _____
Pick-up Truck	\$ _____
Ditch Witch Trencher	\$ _____

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

FOR INDIVIDUAL:

_____(Seal)

FOR CORPORATION:

(Name of Corporation)

By:

Attest:

(Official Title)

(Secretary)

FOR PARTNERSHIP:

(Name of Partnership)

By:

_____(Seal)

_____(Seal)

Partners

FORM OF BID BOND

BOND

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

WITNESSETH THAT:

WHEREAS, the Principal herewith is submitting a Proposal to the Obligee to perform the Work
in connection with the construction of _____
_____ pursuant to plans, specifications and other documents constituting the Contract Documents which are
incorporated into said Proposal by reference (the "Contract Documents"), as prepared by the Department
of Public Works, City Hall, 815 Washington Streets, Reading, PA 19601.

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

NOW, THEREFORE, the condition of this Bond shall be such that, if the Principal, within ten (10)
days after mailing of contract document by the City to Principal, shall furnish to the Obligee a Performance
Bond, 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)

_____ (Seal)
(Name of Partnership)

Witness:

By: _____ (Seal)
(Partner)

(CORPORATION PRINCIPAL)

Attest:

(Secretary)

(Name of Corporation)

By: _____
(President/Vice President)

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

By: _____
Authorized Representative

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

Signed _____

(Title)

Subscribed and sworn to before me on

this ___ day of _____, 20 ___

(Title)

My commission expires:

(CORPORATION SURETY)

(Name of Corporation)

By: _____
** (Attorney-in-fact)

Witness:

(Corporate Seal)

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

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

He/She is _____
(Owner, Partner, Officer, Representative or Agent)
of _____, the Bidder that has submitted the
attached Bid or Bids;

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

Such Bid is genuine and is not a collusive or sham Bid;

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

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

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

I state that _____ understands
(Name of Firm)

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

(Name and Company Position)

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

Notary Public

My Commission Expires

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____
2. Permanent main office address: _____
3. When organized: _____
4. If a corporation, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm or trade name: _____
6. Contracts on hand: (Schedule these on an attached sheet, showing amount of each contract and the appropriate anticipated dates of completion.)
7. Have you ever failed to complete any work awarded to you? If so, where and why?

8. Have you ever defaulted on a contract ? _____. If so, where and why?

9. List the more important projects recently completed by your company on an attached sheet, stating the approximate cost of each, and the month and year completed.
10. List your major equipment available for this contract.

11. Describe experience in construction work similar in importance to this project on an attached sheet.

Statement of Bidder's Qualifications

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

13. Credit available: \$ _____

14. Give Bank reference: _____

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? _____

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

If so, give full details. _____

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

17. All prospective bidders are required to present proof of an acceptable disposal method approved by the Pennsylvania Department of Environmental Resources. The proof may consist of a copy of a State Solid Waste Disposal Permit issued to the prospective bidder by the Pennsylvania Department of Environmental Resources, or a letter of approval from the Pennsylvania Department of Environmental Resources for the use of a proposed or existing disposal facility which has a permit or is under review for a permit. Same to be in accordance with Section 7 (a) application and permits, Pennsylvania Solid Waste Management - "Act 241."

Statement of Bidder's Qualifications

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

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

20. The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the City of Reading in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at _____ this _____ day of _____, 20 ____.

(NAME OF BIDDER)

BY: _____

TITLE: _____

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

BIDDER

TITLE

CONTRACT DOCUMENTS

CONTRACT

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

THIS AGREEMENT, made and concluded this _____ day of _____, in the year 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 not later than _____, it being expressly agreed and understood that the time of beginning, rates of progress and time of completion of the work are essential under this contract. Time is to be considered to be the essence of this contract.

STIPULATED DAMAGES. The Contractor shall begin work within 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.

(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, _____ hereinafter called the PRINCIPAL, and _____
(CONTRACTOR)
_____ hereinafter called the SURETY, a corporation organized and
(SURETY)
existing under the laws of the _____ of _____ are held and firmly
bound unto _____, hereinafter called OBLIGEE, as hereinafter
(OBLIGEE)
set forth, in the full and just sum of _____ Dollars (\$ _____),
lawful money of the United States of America, for the payment of which we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

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;

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 the equipment rented is actually used at the site of the WORK covered by the CONTRACT. As required by the Act, the provisions of this BOND shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the CONTRACT DOCUMENTS.

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

(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.

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

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

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

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)

(CORPORATION PRINCIPAL)

Attest:

(Secretary)

(Name of Corporation)

By: _____
(President/Vice President)

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

By: _____
Authorized Representative

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

Signed _____

(Title)

Subscribed and sworn to before me on

this ___ day of _____, 20 ___

(Title)

My commission expires:

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

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

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

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

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

(INDIVIDUAL PRINCIPAL)

_____(Seal)
(Signature of Individual)

Witness:

Trading and Doing Business as:

(PARTNERSHIP PRINCIPAL)

_____ (Seal)
(Name of Partnership)

Witness:

By: _____ (Seal)
(Partner)

(CORPORATION PRINCIPAL)

Attest:

(Secretary)

(Name of Corporation)
By: _____
(President/Vice President)

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)
By: _____
Authorized Representative

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

Signed _____

(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.

MAINTENANCE 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
(OWNER)

hereinafter set forth, in the full and just sum of _____

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

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 any 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)

(Name of Partnership) (Seal)

Witness:

By: _____ (Seal)
(Partner)

(CORPORATION PRINCIPAL)

Attest:

(Secretary)

(Name of Corporation)

By: _____
(President/Vice President)

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

By: _____
Authorized Representative

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

Signed _____

(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.

WAGE RATE COMPLIANCE BOND

BOND NO.

KNOW ALL MEN BY THESE PRESENTS, that _____
(Contractor)

(Full Address)

(hereinafter referred to as EMPLOYER), _____
(Surety Company)

Insurance Company, a corporation organized and existing under the laws of the
State of _____ (hereinafter referred to as SURETY),

are hereby severally held and firmly bound in the sum of _____

Dollars, - being 50% of the estimated or bid price of the contract, lawful money
of the United States of America, unto the City of Reading, City Hall, 815

Washington Street, Reading, Pennsylvania, 19601-3690, (hereinafter referred to as
CITY), as its interests may appear.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if Employer and
any subcontractors shall promptly pay wages due their employees for work performed under an
agreement dated _____, 20__ (including amendments thereto), between Employer and City for a
project to be completed at the City Park Band Shell based on the minimum prevailing wages specified in
said Agreement as published by the Pennsylvania Department of Labor and Industry and as reflected in
a Contract between Employer and City, dated _____, 20 __, then the above obligation shall be void,
otherwise it shall remain in full force and effect.

The Surety's obligation under this Bond shall cover payments due as aforesaid for work
performed by employees during the period commencing _____, 20 __, and ending with the completion
of the project in accordance with a certificate of Completion issuable by the City.

We, the said Employer and Surety, and each of us do bind and oblige ourselves, to the extent of
our respective liabilities hereunder, as well as our heirs, executors, administrators, successors and
assigns, and every one of them, firmly by these presents.

SIGNED, SEALED, AND DATED this _____ day of _____, 20 ____.

(Name of Contractor)

ATTEST:

By: _____
(Principal Contractor)

By: _____, Partner

WITNESS:

(Name of Surety)

By: _____
(Attorney-In-Fact)

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

STATEMENT ACCEPTING PROVISIONS OF WORKERS' COMPENSATION ACT

STATE OF _____

ss.

COUNTY OF _____

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

For Individual

_____(SEAL)

For Corporation

(Name of Corporation)

By: _____
(Official Title)

Attest: _____
(Secretary or Asst. Secretary)

For Partnership

(Name of Partnership)

By: _____(SEAL)

_____(SEAL)
(Partners)

(Name of Insurance Company)

By: _____
Attorney-in-Fact

STIPULATION AGAINST LIENS

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

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

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

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

(SEAL)

(CITY OF READING)

BY: _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

(SEAL)

(CONTRACTOR)

BY: _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated _____, 20 __, providing for the

City of Reading, Pennsylvania.

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

EXECUTED this ____ day of _____, 20__.

By: _____

Title: _____

ATTEST:

(Title)

NOTICE TO PROCEED

TO:

Project _____

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 _____

WAGE RATES

Prevailing Wages Project Rates

Project Name: Street Light Signal Maintenance
Awarding Agency: City of Reading
Contract Award Date: 7/15/2009
Serial Number: 09-4317
Project Classification: (Heavy, Highway)
Determination Date: 6/5/2009 2:28:38 PM
Assigned Field Office: Scranton
Field Office Phone Number: 570-963-4577
Toll Free Phone Number: 1-877-214-3962

Berks County

(Building)	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/30/2008		\$29.13	\$17.63	\$46.76
Boilermaker (Repair Work)	3/1/2008		\$21.87	\$13.97	\$35.84
Boilermakers	9/30/2008		\$38.81	\$22.26	\$61.07
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2009		\$28.48	\$14.19	\$42.67
	10/4/2009		\$28.48	\$14.24	\$42.72
	5/2/2010		\$30.41	\$14.28	\$44.69
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2008		\$24.42	\$9.67	\$34.09
	6/1/2009		\$25.69	\$10.27	\$35.96
	6/1/2010		\$26.96	\$10.77	\$37.73
	6/1/2011		\$28.16	\$11.22	\$39.38
Cement Finishers	5/1/2009		\$29.10	\$10.75	\$39.85
	5/1/2010		\$31.35	\$10.25	\$41.60
	5/1/2011		\$33.35	\$10.25	\$43.60
Dock Builder/Pile Drivers	1/1/2009		\$28.85	\$12.00	\$40.85

	1/1/2010	\$29.95	\$12.25	\$42.20
Drywall Finisher	5/1/2009	\$23.31	\$12.57	\$35.88
	5/1/2010	\$23.31	\$13.97	\$37.28
	5/1/2011	\$23.31	\$15.82	\$39.13
Electric Lineman	6/1/2008	\$35.28	\$14.90	\$50.18
	5/31/2009	\$37.27	\$15.43	\$52.70
Electricians	9/1/2008	\$31.12	\$13.68	\$44.80
Elevator Constructor	1/1/2008	\$37.85	\$16.47	\$54.32
Elevator Tender (Use Elevator Apprentice or Constructor)	1/1/2005	\$0.00	\$0.00	\$0.00
Glazier	6/1/2008	\$27.00	\$12.64	\$39.64
	6/1/2009	\$29.22	\$11.92	\$41.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2008	\$27.25	\$20.65	\$47.90
Laborers (Class 01 - See notes)	5/1/2009	\$19.43	\$9.73	\$29.16
	5/1/2010	\$19.92	\$10.64	\$30.56
Laborers (Class 02 - See notes)	5/1/2009	\$21.43	\$9.73	\$31.16
	5/1/2010	\$21.92	\$10.64	\$32.56
Laborers (Class 03 - See notes)	5/1/2009	\$23.43	\$9.73	\$33.16
	5/1/2010	\$24.22	\$10.64	\$34.86
Laborers (Class 04 - See notes)	5/1/2009	\$24.93	\$9.73	\$34.66
	5/1/2010	\$25.62	\$10.64	\$36.26
Millwright	5/1/2009	\$27.41	\$13.47	\$40.88
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2009	\$29.42	\$16.89	\$46.31

	5/1/2010	\$30.76	\$17.85	\$48.61
	5/1/2011	\$32.06	\$18.85	\$50.91
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2009	\$31.67	\$17.55	\$49.22
	5/1/2010	\$33.01	\$18.51	\$51.52
	5/1/2011	\$34.31	\$19.51	\$53.82
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2009	\$29.13	\$16.81	\$45.94
	5/1/2010	\$30.47	\$17.77	\$48.24
	5/1/2011	\$31.77	\$18.77	\$50.54
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2009	\$31.38	\$17.48	\$48.86
	5/1/2010	\$32.72	\$18.44	\$51.16
	5/1/2011	\$34.02	\$19.44	\$53.46
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2009	\$26.22	\$15.94	\$42.16
	5/1/2010	\$27.55	\$16.91	\$44.46
	5/1/2011	\$28.85	\$17.91	\$46.76
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2009	\$25.08	\$15.61	\$40.69
	5/1/2010	\$26.42	\$16.57	\$42.99
	5/1/2011	\$27.72	\$17.57	\$45.29
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2009	\$24.64	\$15.47	\$40.11
	5/1/2010	\$25.96	\$16.45	\$42.41
	5/1/2011	\$27.27	\$17.44	\$44.71
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2009	\$23.76	\$15.21	\$38.97
	5/1/2010	\$25.09	\$16.18	\$41.27
	5/1/2011	\$26.39	\$17.18	\$43.57
Operators (Building/Heavy, Class 07/A - See Notes)	5/1/2009	\$35.30	\$19.38	\$54.68
	5/1/2010	\$36.91	\$20.43	\$57.34
	5/1/2011	\$38.47	\$21.53	\$60.00
Operators (Building/Heavy, Class 07/B - See Notes)	5/1/2009	\$34.96	\$19.27	\$54.23

	5/1/2010	\$36.56	\$20.33	\$56.89
	5/1/2011	\$38.12	\$21.43	\$59.55
Painters Class 1 (see notes)	5/1/2009	\$22.75	\$12.57	\$35.32
	5/1/2010	\$22.75	\$13.97	\$36.72
	5/1/2011	\$22.75	\$15.82	\$38.57
Painters Class 2 (see notes)	5/1/2009	\$24.75	\$12.57	\$37.32
	5/1/2010	\$24.75	\$13.97	\$38.72
	5/1/2011	\$24.75	\$15.82	\$40.57
Painters Class 3 (see notes)	5/1/2009	\$25.60	\$12.57	\$38.17
	5/1/2010	\$29.91	\$13.97	\$43.88
	5/1/2011	\$29.91	\$15.82	\$45.73
Pile Driver Divers (Building, Heavy, Highway)	1/1/2009	\$43.28	\$12.00	\$55.28
	1/1/2010	\$44.39	\$12.25	\$56.64
Plasterers	5/1/2009	\$23.70	\$12.96	\$36.66
	5/1/2010	\$26.20	\$12.21	\$38.41
Plumbers	5/1/2009	\$34.20	\$22.74	\$56.94
Roofers (Composition)	5/1/2009	\$30.00	\$23.10	\$53.10
	5/1/2010	\$33.50	\$22.10	\$55.60
Roofers (Shingle, Slate, Tiles)	5/1/2009	\$23.25	\$13.82	\$36.87
Sheet Metal Workers	6/1/2008	\$28.98	\$27.45	\$56.43
	6/1/2009	\$29.56	\$29.12	\$58.68
Sign Makers and Hangars	5/29/2008	\$26.53	\$13.31	\$39.84
Sprinklerfitters	4/1/2009	\$33.85	\$16.55	\$50.40
	1/1/2010	\$33.85	\$17.60	\$51.45

Steamfitters	5/1/2009	\$37.76	\$25.00	\$62.76
	5/1/2010	\$42.17	\$23.44	\$65.61
Terrazzo Finisher	5/1/2009	\$26.54	\$14.37	\$40.91
	5/1/2010	\$27.89	\$14.42	\$42.31
Terrazzo Setter	5/1/2009	\$25.86	\$17.27	\$43.13
	5/1/2010	\$27.21	\$17.32	\$44.53
Tile & Marble Finisher	5/1/2009	\$21.48	\$12.39	\$33.87
Tile & Marble Layer	5/1/2009	\$24.15	\$13.86	\$38.01
Truckdriver class 1(see notes)	5/1/2009	\$28.58	\$0.00	\$28.58
	5/1/2010	\$29.58	\$0.00	\$29.58
	5/1/2011	\$30.73	\$0.00	\$30.73
Truckdriver class 2 (see notes)	5/1/2009	\$28.65	\$0.00	\$28.65
	5/1/2010	\$29.65	\$0.00	\$29.65
	5/1/2011	\$30.80	\$0.00	\$30.80
Truckdriver class 3 (see notes)	5/1/2009	\$29.14	\$0.00	\$29.14
	5/1/2010	\$30.14	\$0.00	\$30.14
	5/1/2011	\$31.29	\$0.00	\$31.29

(Heavy & Highway)

	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenters	5/1/2009		\$25.30	\$9.86	\$35.16
	5/1/2010		\$25.98	\$10.83	\$36.81
	5/1/2011		\$27.03	\$11.43	\$38.46
Laborers (Class 01 - See notes)	5/1/2009		\$16.22	\$11.03	\$27.25
	5/1/2010		\$16.77	\$11.88	\$28.65
	5/1/2011		\$17.32	\$12.78	\$30.10
Laborers (Class 02 - See notes)	5/1/2009		\$22.84	\$11.03	\$33.87

	5/1/2010	\$23.39	\$11.88	\$35.27
	5/1/2011	\$23.94	\$12.78	\$36.72
Laborers (Class 03 - See notes)	5/1/2009	\$19.83	\$11.03	\$30.86
	5/1/2010	\$20.38	\$11.88	\$32.26
	5/1/2011	\$20.93	\$12.78	\$33.71
Laborers (Class 04 - See notes)	5/1/2009	\$20.18	\$11.03	\$31.21
	5/1/2010	\$20.73	\$11.88	\$32.61
	5/1/2011	\$21.28	\$12.78	\$34.06
Laborers (Class 05 - See notes)	5/1/2009	\$20.85	\$11.03	\$31.88
	5/1/2010	\$21.40	\$11.88	\$33.28
	5/1/2011	\$21.95	\$12.78	\$34.73
Laborers (Class 06 - See notes)	5/1/2009	\$20.27	\$11.03	\$31.30
	5/1/2010	\$20.82	\$11.88	\$32.70
	5/1/2011	\$21.37	\$12.78	\$34.15
Laborers (Class 07 - See notes)	5/1/2009	\$20.56	\$11.03	\$31.59
	5/1/2010	\$21.11	\$11.88	\$32.99
	5/1/2011	\$21.66	\$12.78	\$34.44
Laborers (Class 08 - See notes)	5/1/2009	\$21.04	\$11.03	\$32.07
	5/1/2010	\$21.59	\$11.88	\$33.47
	5/1/2011	\$22.14	\$12.78	\$34.92
Operators (Highway, Class 01 - See Notes)	5/1/2009	\$27.45	\$16.30	\$43.75
	5/1/2010	\$28.79	\$17.26	\$46.05
	5/1/2011	\$30.09	\$18.26	\$48.35
Operators (Highway, Class 01a - See Notes)	5/1/2009	\$29.70	\$16.98	\$46.68
	5/1/2010	\$31.04	\$17.94	\$48.98
	5/1/2011	\$32.34	\$18.94	\$51.28
Operators (Highway, Class 02 - See Notes)	5/1/2009	\$26.27	\$15.96	\$42.23

	5/1/2010	\$27.61	\$16.92	\$44.53
	5/1/2011	\$28.91	\$17.92	\$46.83
Operators (Highway, Class 03 - See Notes)	5/1/2009	\$25.58	\$15.75	\$41.33
	5/1/2010	\$26.91	\$16.72	\$43.63
	5/1/2011	\$28.21	\$17.72	\$45.93
Operators (Highway, Class 04 - See Notes)	5/1/2009	\$25.13	\$15.62	\$40.75
	5/1/2010	\$26.46	\$16.59	\$43.05
	5/1/2011	\$27.76	\$17.59	\$45.35
Operators (Highway, Class 05 - See Notes)	5/1/2009	\$24.62	\$15.47	\$40.09
	5/1/2010	\$25.95	\$16.44	\$42.39
	5/1/2011	\$27.25	\$17.44	\$44.69
Operators (Highway, Class 06 - See Notes)	5/1/2009	\$27.69	\$16.36	\$44.05
	5/1/2010	\$29.03	\$17.32	\$46.35
	5/1/2011	\$30.33	\$18.32	\$48.65
Operators (Highway, Class 06/A - See Notes)	5/1/2009	\$29.94	\$17.02	\$46.96
	5/1/2010	\$31.28	\$17.98	\$49.26
	5/1/2011	\$32.58	\$18.98	\$51.56
Operators (Highway, Class 07/A - See Notes)	5/1/2009	\$32.94	\$18.67	\$51.61
	5/1/2010	\$34.55	\$19.72	\$54.27
	5/1/2011	\$36.10	\$20.83	\$56.93
Operators (Highway, Class 07/B - See Notes)	5/1/2009	\$31.53	\$18.25	\$49.78
	5/1/2010	\$33.13	\$19.31	\$52.44
	5/1/2011	\$34.69	\$20.41	\$55.10
Piledrivers	5/1/2009	\$25.30	\$9.86	\$35.16
	5/1/2010	\$25.98	\$10.83	\$36.81
	5/1/2011	\$27.03	\$11.43	\$38.46
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2006	\$27.01	\$22.48	\$49.49

Truckdriver class 1(see notes)	5/1/2009	\$28.58	\$0.00	\$28.58
	5/1/2010	\$29.58	\$0.00	\$29.58
	5/1/2011	\$30.73	\$0.00	\$30.73

Truckdriver class 2 (see notes)	5/1/2009	\$28.65	\$0.00	\$28.65
	5/1/2010	\$29.65	\$0.00	\$29.65
	5/1/2011	\$30.80	\$0.00	\$30.80

Truckdriver class 3 (see notes)	5/1/2009	\$29.14	\$0.00	\$29.14
	5/1/2010	\$30.14	\$0.00	\$30.14
	5/1/2011	\$31.29	\$0.00	\$31.29

If you can not find a classification under Heavy & Highway please refer to the Building wage rates. For further information on construction types review the Operator and Laborer Notes on this site.

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 or discontinuance of said work as herein specified, and for well and faithfully completing the work, and the whole thereof, according to the specifications and drawings and the requirements of the Engineer under them.

G.45 NO EXTRA COMPENSATION. The Contractor further agrees not to ask, demand, sue for, or

recover for any extra compensation, for any materials furnished or work done under this contract, beyond the amounts payable for the several classes of work or kinds of materials herein enumerated, which shall be actually performed and furnished at the prices therefore herein agreed upon and fixed.

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

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

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

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

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

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

shall be final.

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

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

G.50 CONTRACTOR NOT TO 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.

TECHNICAL SPECIFICATIONS

STREET LIGHT MAINTENANCE SCOPE OF SERVICES

A. INTRODUCTION

It is the intent of these specifications to provide guidelines and specifications for the maintenance of streetlights and related equipment within the corporate limits of the City of Reading and to provide for their continuing function in their existing condition or better. Furthermore as per the City of Reading Administrative Code, Section 10, Allowable Contract Types, Section 10.03 Items # 1 & 2. The time and materials contract provides for the procurement of supplies, services, or construction on the basis of:

1. Direct labor hours at specified fixed hourly rates (which rates include direct and indirect labor, overhead, and profit).

2. Material at cost which could include handling and administrative expenses. This type of contract does not afford the contractor any positive profit incentive to control the cost of the materials or to manage his labor force effectively. The time and materials contract is used only where it is not possible at the time of placing the contract to estimate the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. This type of contract is usually used for procurement of repairs, maintenance or overhaul work, and work to be performed in emergency situations. If this type of contract is used, the contract must show a ceiling price which the contractor exceeds at his own risk. For all agreed upon work not completed at the ceiling price, the Contractor must complete the agreed upon work at their own expense.

B. SCOPE OF WORK

The services covered by these specifications consist of procuring necessary materials and supplying and furnishing all labor, tools, and equipment necessary; transportation, services, supervision and any other items essential to install, repair, replace or maintain the equipment and streetlights in mechanically, structurally and aesthetically good condition and as specified by the current industry standards. No change in timing or other modifications will be allowed unless so directed in writing by the terms of a formal request or approval from the City.

C. PREVENTIVE MAINTENANCE

On a once/two year basis preventive maintenance inspection of each streetlight in accordance with current industry standards shall be provided by the Contractor. The Contractor shall complete and submit to the City the Preventive and Maintenance records as required by the City. Non-emergency repairs shall be completed on a time and material basis at the rates provided below. The Contractor shall not proceed with non-emergency repairs without pre-authorization by the City.

D. LABOR AND EQUIPMENT RATES

Field Service Tech	\$ per hour	Service/Sm Aerial Truck	\$ per hour
Field Service OT	\$ per hour	Line Truck w/lrg Aerial	\$ per hour
Service Truck	\$ per hour	Pick-up Truck	\$ per hour
Dump Truck	\$ per hour	Ditch Witch Trencher	\$ per hour
Backhoe	\$ per hour	Weekly Report Preparation	\$ per year fixed cost x12mths

*** Note: Not to exceed One Hundred Forty thousand dollars and zero cents during the initial contract year. ***

E. RESPONSE MAINTENANCE

Response maintenance will be handled by the Contractor on an on-call basis. The Contractor shall provide a means to receive calls on a twenty-four (24) hour basis, seven (7) days a week. An answering device is not an acceptable alternative.

These calls shall be initiated by the Public Works Department or the Police Department. Should it be determined that the problem is hazardous to the public, the Contractor must respond as soon as possible and no later than two (2) hours after receiving a call. If the problem is minor (i.e. lamp out) it must be remedied within the next working day. If a dangerous condition exists, the Police Department shall control traffic, until portable, temporary "traffic control" signs can be erected by the contractor and in accordance with PennDOT specifications.

The Contractor shall restore normal operation in the field within twenty-four (24) hours. In the event the Contractor is unable to restore normal operation in the field if necessary, a substitute temporary replacement will be supplied at no additional cost to the City until shop repairs to the existing fixture can be made. An invoice detailing the parts and materials used shall be submitted to the City. If no substitute fixture is available, the Contractor shall take appropriate measures with prior approval of the City Engineer.

F. CONTRACTOR'S EQUIPMENT

The Contractor shall provide proof of ownership or lease agreement for all required industry standard equipment, (i.e. trucks, test equipment, etc.) which may be necessary to provide proper maintenance on a twenty-four (24) hour basis to the City's streetlights as outlined herein.

G. CONTRACTOR'S COMPETENCE

The Contractor shall provide an outline of their qualifications to show sufficient knowledge, capability and skill in order to perform the maintenance as outlined in these specifications. The street light network is in an urban environment with many utilities underground. In the critical commercial core, most, if not all, utilities are underground with varying depths and multiple lines for the same utility on many streets. The street light subsurface infrastructure is not well-documented and has changed and expanded over time as areas have been developed and redeveloped.

The proposer shall demonstrate proven experience tracing undocumented conduits and wires in this congested subsurface environment. The proposer shall include project experience with similar conditions including the reference contact information.

H. CONTRACTOR'S PERSONNEL

The Contractor shall submit proof of service personnel qualifications. Proof of supervisory personnel qualifications shall also be submitted. The Contractor shall provide a list of names of maintenance and supervisory personnel. A City licensed electrician is required.

- I. MAINTENANCE AND PROTECTION OF TRAFFIC
Maintenance and Protection of Traffic will be accomplished by the Contractor as specified by Commonwealth of Pennsylvania, Department of Transportation. When permits are required to work within State right-of-way they shall be submitted by the Contractor on behalf of the City to the appropriate Department before any work is performed.
- J. LIST OF STREETLIGHTS
See attached list.
** Note: Attached list is of most current under the City of Reading knowledge. It shall be of the contractor responsibility to notify of any said discrepancies. **
- K. PRE-INSPECTION
The Contractor shall visit the City and completely familiarize themselves with the work, equipment and materials necessary to maintain each streetlight.

Failure of the Contractor to visit the City will not justify extras or additions to the work that may be encountered during performance of the contract.

Should work be required to comply with current State Permits before the start of the contract, the Contractor shall prepare a statement of work to be done and a price to accomplish this, including all materials and all labor.
- L. REPORTING
Weekly reports shall be submitted by the Contractor to the City in Excel format or an agreed to equal. The report shall include a list of streetlights repaired along with a description of each repair and parts, the format of the report will be agreed to by both parties.
- M. PAYMENTS
Invoices shall be sent to the following address twice per monthly. Invoices shall have a detailed support documentation designating personnel, equipment, hours, dates, along with materials and supplies per repair. Each entry shall calculate charges so that the detailed support document and the invoice shall match. The format of the detailed support document shall be preapproved by the City.

City of Reading
Public Works Department
503 N. 6th Street
Reading, PA 19601
- N. LENGTH OF CONTRACT
The Contract shall be effective for a period of one (1) calendar years. Two (2) extensions of one (1) additional calendar year each may be added to the Contract if mutually agreeable to the Contractor and the City. Based on an agreed to CPI index reasonable increases in labor and equipment rates included in Section D will be considered at the beginning of each Contract extension.

List of City Owned Streetlights



City Streetlights.xlsx

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO. 1

BID: Street Light Maintenance

DUE DATE: 3:00 P.M. Prevailing Time,
May 6, 2019

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:

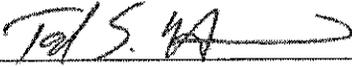
Below is the link for the new wage rates.

<https://www.dlsecureweb.pa.gov/PrevWage/Pages/Project.aspx?ID=126592&PageType>

≡

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

Firm Name (Type or Print) Hirneisen Electric, Inc.

Authorized Signature 

Title President

Name (Type or Print) Tod S. Hirneisen, P.E.

Date 5/6/2019

PROPOSAL
FOR
STREET LIGHT MAINTENANCE
CITY OF READING, PENNSYLVANIA

Proposal of

Hirneisen Electric, Inc.

(name)

1619 Old Lancaster Pike, Reading, PA 19608

(address)

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

Dear Mayor Scott:

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

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

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

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

It is proposed to furnish and deliver all materials, tools, equipment, power, tests and transportation, perform all labor, superintendence, and all means of construction, and do all incidental work, and to execute, construct and finish in an expeditious and workmanlike manner, in accordance with the plans and specifications, to the satisfaction and acceptance of the Public Works Department of the City of Reading and of the City Engineer for the total base bid amount as herein shown below:

Not to exceed One Hundred Forty thousand dollars and zero cents yearly
(written)

| \$ 140,000.00 (figures).

HOURLY RATES:

Field Service	\$ <u>96.85</u>
Field Service Overtime	\$ <u>139.53</u>
Traffic Control Truck	\$ <u>40.00</u>
Dump Truck	\$ <u>40.00</u>
Backhoe	\$ <u>65.00</u>
Service/Aerial Truck	\$ <u>40.00</u>
Line Truck	\$ <u>55.00</u>
Pick-up Truck	\$ <u>10.00</u>
Ditch Witch Trencher	\$ <u>65.00</u>

IN WITNESS WHEREOF, this proposal has been executed this 2 day of May, 2019, by the setting hereunto of his or its hand and seal.

FOR INDIVIDUAL:

_____ (Seal)

FOR CORPORATION:

Hirneisen Electric, Inc.
(Name of Corporation)

By:

Tod S. Hirneisen
(Official Title) Tod S. Hirneisen, P.E., President

Attest:

Lee T. Hirneisen
(Secretary) Lee T. Hirneisen, Secretary

FOR PARTNERSHIP:

(Name of Partnership)

By:

_____ (Seal)

_____ (Seal)

Partners



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Murray Securus 4999 Louise Drive Suite 201 Mechanicsburg PA 17055	CONTACT NAME: Sarah Fuhrman PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: sfuhrman@murrayins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: HCS - Penn National Security</td> <td>32441</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co. of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HCS - Penn National Security	32441	INSURER B: Travelers Property Casualty Co. of Amer	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED Hirneisen Electric, Inc. 1619 Old Lancaster Pike Reading PA 19608														

COVERAGES **CERTIFICATE NUMBER:** 636233733 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL MSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded. \$500 <input checked="" type="checkbox"/> XCU GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOG OTHER:			CX90680367	3/1/2019	3/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AX90680367	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			ZUP61N0976219NF	3/1/2019	3/1/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WP90680367	3/1/2019	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR BIDDING PURPOSES ONLY

CERTIFICATE HOLDER **Sample** 1619 Old Lancaster Pike Reading PA 19608	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this 6th day of May, 2019.

(INDIVIDUAL PRINCIPAL)

(Signature of Individual) (Seal)

Witness:

Trading and Doing Business as:

(PARTNERSHIP PRINCIPAL)

(Name of Partnership) (Seal)

Witness:

By: _____ (Seal)
(Partner)

(CORPORATION PRINCIPAL)

Attest:

Lee T. Hirneisen
(Secretary) Lee T. Hirneisen

Hirneisen Electric, Inc.
(Name of Corporation)

By: Tod S. Hirneisen
PE (President/Vice President) Tod S. Hirneisen

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

By: _____
Authorized Representative

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

Signed _____

(Title)

Subscribed and sworn to before me on

this ___ day of _____, 20 ___

(Title)

My commission expires:

(CORPORATION SURETY)

Old Republic Surety Company

(Name of Corporation)

By: Kelsey L. Eye
** (Attorney-in-fact) Kelsey L. Eye

Witness:

Jennifer A. Gohn
Jennifer A. Gohn



(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.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TIMOTHY C. HOAGLAND, KITTY A. CASSELL, JOSEPH ANTHONY KOTULA, JENNIFER ANN GOHN, KELSEY L. EYE, OF MECHANICSBURG, PA.

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED FIVE MILLION DOLLARS(\$5,000,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10TH day of NOVEMBER, 2016.

OLD REPUBLIC SURETY COMPANY

Jane E. Cherney
Assistant Secretary



Alan Paylic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 10TH day of NOVEMBER, 2016, personally came before me, Alan Paylic and Jane E. Cherney to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

73-6372

Signed and sealed at the City of Brookfield, WI this 6th day of May, 2019



Jane E. Cherney
Assistant Secretary

MURRAY INSURANCE ASSOCIATES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Pennsylvania

County of Berks

Tod S. Hirneisen, P.E., being first duly sworn, deposes and says that:

He/She is President
(~~Owner, Partner, Officer, Representative or Agent~~)
of Hirneisen Electric, Inc., the Bidder that has submitted the
attached Bid or Bids;

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

Such Bid is genuine and is not a collusive or sham Bid;

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

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

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

I state that Hirneisen Electric, Inc. understands
(Name of Firm)

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

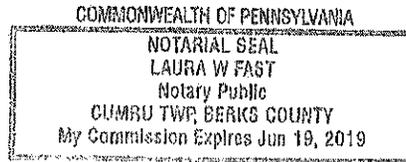
Tod S. Hirneisen

(Name and Company Position) Tod S. Hirneisen, P.E.
President

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 2
DAY OF May, 2019

Laura W. Fast
Notary Public

My Commission Expires



STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Hirneisen Electric, Inc.
2. Permanent main office address: 1619 Old Lancaster Pike, Reading, PA 19608
3. When organized: 2/22/2000
4. If a corporation, where incorporated: Pennsylvania
5. How many years have you been engaged in the contracting business under your present firm or trade name: 19 years
6. Contracts on hand: (Schedule these on an attached sheet, showing amount of each contract and the appropriate anticipated dates of completion.) See Attached
7. Have you ever failed to complete any work awarded to you? If so, where and why?
No. Not Applicable.
8. Have you ever defaulted on a contract? No. If so, where and why?
Not Applicable.
9. List the more important projects recently completed by your company on an attached sheet, stating the approximate cost of each, and the month and year completed. See Attached
10. List your major equipment available for this contract.
Bucket Truck
11. Describe experience in construction work similar in importance to this project on an attached sheet.
See Attached

Statement of Bidder's Qualifications

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

See Attached

13. Credit available: \$ Available upon request

14. Give Bank reference: Mario D. Tehlikian, Santander Bank, 973-232-8551

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? Yes. Available upon request.

16. (A) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality or religion? No

If so, give full details. Not Applicable

- (B) Have you ever been accused of discrimination based upon race, color, nationality or religion in any action or legal proceeding including any proceeding related to any Federal Agency? No. If so, give full details Not Applicable
-
-
-

17. All prospective bidders are required to present proof of an acceptable disposal method approved by the Pennsylvania Department of Environmental Resources. The proof may consist of a copy of a State Solid Waste Disposal Permit issued to the prospective bidder by the Pennsylvania Department of Environmental Resources, or a letter of approval from the Pennsylvania Department of Environmental Resources for the use of a proposed or existing disposal facility which has a permit or is under review for a permit. Same to be in accordance with Section 7 (a) application and permits, Pennsylvania Solid Waste Management - "Act 241." See Attached

Statement of Bidder's Qualifications

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

Timothy Hoagland, Murray Securus, 4999 Louise Drive,

Suite 201 Mechanicsburg, PA, 17055, 717-620-2464

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

Sarah Fuhrman, 4999 Louise Drive, Suite 201, Mechanicsburg, PA 17055, 717-620-2491

20. The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the City of Reading in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at Reading, PA this 2 day of May, 2019.

Hirneisen Electric, Inc.

(NAME OF BIDDER)

BY: T.S. Hirneisen

Tod S. Hirneisen, P.E.

TITLE: President

MAJOR CONSTRUCTION PROJECTS CURRENTLY UNDER CONSTRUCTION

Lancaster School District Additions & Renovations to Lincoln Middle School

- Electrical Construction
- \$2,644,900.00 Contract Value
- January 2020 Completion Date
- School District of Lancaster
1001 Lehigh Avenue
Lancaster, PA 17603
- Marotta/Main Architects

Boscov's Interior Renovation Providence Place

- Electrical Construction
- \$1,685,000.00 Contract Value
- January 2020 Completion Date
- Boscov's Department Stores, LLC
Laureldale, Pennsylvania 19605
- Bergmann Architects

Gateway Building, U.S. Courts Project (Core and Shell)

- Electrical Construction
- \$47,340.00 Contract Value
- 2019 Completion Date
- Burkey and Greater Berks Development Fund (GBDF)
606 Court Street, Reading, PA 19601
- Entech Engineering



1619 Old Lancaster Pike
Reading, PA 19608

Telephone: 610-777-4892
Fax: 610-777-3871

IMPORTANT PROJECTS COMPLETED IN PAST 5 YEARS

Project	Owner	Architect	Value	Completed	%
North Londonderry Wastewater Treatment Plant	North Londonderry Twp.	CET Engineering Services	\$1,533,226.00	8/2012	100
Conrad Weiser West Elementary	Conrad Weiser School District	Muhlenberg Greene Architects	\$2,317,700.00	8/2012	100
Travelers Insurance lighting retrofit	Travelers Insurance Group	n/a	\$304,000.00	9/2012	100
Albright College Dining Hall Reno	Albright College	Barton Associates, Inc.	\$589,250.00	9/2012	100
Spring Twp. Wastewater Treatment Plant expansion & upgrade	Twp. Of Spring	Systems Design Engineering, Inc.	\$902,880.00	6/2013	100
Phoebe Allentown Phase 1 East Annex	Phoebe Homes	n/a	\$620,912.00	5/2013	100
Phoebe Homes generator	Phoebe Homes	n/a	\$410,300.00	6/2013	100
Northern Lancaster Co. WWTP	Northern Lancaster Sewer Authority	Arro Consulting, Inc.	\$634,400.00	7/2013	100
Cabela's Renovations	Cabela's	Kraus-Anderson	\$737,542.00	11/2013	100
Brecknock Elementary School	Eastern Lancaster County School District	Crabtree, Rohrbaugh & Associates	\$1,043,890.00	8/2014	100
New Hambright Elementary School	Penn Manor School District	Crabtree, Rohrbaugh & Associates	\$1,746,762.00	9/2014	100

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Project	Owner	Architect	Value	Completed	%
Albright College Rockland Center	Albright College	Spillman Farmer Architects	\$779,854.00	8/2014	100
RHA Fire Panel Upgrade	Reading Housing Authority	Kautter Kelley Architects	\$518,800.00	2/2014	100
Reading Health System 7 th Avenue Building site electrical	Reading Health System	Ballinger	\$1,373,163.00	6/2015	100
Doubletree Hotel	Doubletree Hotel	Consolidated Engineers	\$4,274,962.00	12/2015	100
Berks Packing slicing facility	Berks Packing Company	n/a	\$521,312.00	12/2015	100
Reading Housing Authority CO Detection	Reading Housing Authority	n/a	\$720,500.00	7/2016	100
Berks Montgomery Municipal Authority Wastewater Treatment Plant Ballasted Flocculation System	Berks Montgomery Municipal Authority	Systems Design Engineering, Inc.	\$316,815.00	7/2016	100
Donegal High School adds/renos	Donegal School District	Crabtree, Rohrbaugh & Associates	\$874,148.35	6/2016	100
Reading Health System 7 th Avenue Building new building	Reading Health System	Ballinger	\$6.6 Million	12/2016	100
Manheim Police Station	Manheim Borough	De Vitry Architects	\$333,220.00	12/2016	100
B'Nai B'rith apartments electrical upgrades	B'Nai B'rith	Design Build	\$193,600.00	11/2016	100

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Project	Owner	Architect	Value	Completed	%
Carpenter Technologies Building 150 Office Fit Out	Carpenter Technologies	n/a	\$287,378.00	12/2016	100
Reading Area Community College	Reading Area Community College	STV Architects	\$261,240.00	9/2017	100
Albright College Rockland Hall	RADKRA, LLC	Kleckner Laucks Architects	\$1,288,531.00	9/2017	100
Muhlenberg Blue Center Renovations	Muhlenberg School District	Muhlenberg Greene	\$572,263.00	2018	100
Vanity Fair Core & Shell	Cherry Drive Operating, LLC	Wulff Architects	\$2,375,775.82	2018	100
Lancaster General Hospital Energy Center	Lancaster General Hospital	Cornerstone Design Architects	\$2,972,338.43	2018	100
Haven Behavioral Hospital	Haven Behavioral Hospital	JJCA	\$257,449.00	2019	100



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CONSTRUCTION WORK SIMILAR IN IMPORTANCE

1. City of Reading Street Light Maintenance
2. Reading Hospital Campus Site Lighting Maintenance
3. Cabela's Site Lighting
4. Schneider Electric Site Lighting Maintenance



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CONSTRUCTION EXPERIENCE

Tod Hirneisen, P.E. – President – 21 years in construction / Available for project manager

Laura Fast – Vice President – 17 years in electrical construction / Various Administrative Roles

Lee Hirneisen – Secretary – 20 years in construction / Operations Manager

Daniel Mountz – Project Manager – 27 years in electrical construction / Available for project manager

Brent Hassler – Project Superintendant – 23 years electrical construction / Available for project superintendent

Robert Krick – Project Superintendant/Foreman – 11 years electrical construction / Available for project foreman

James Orth – Project Manager – 27 years in electrical construction / Available for project manager



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DISPOSAL METHODS OF WASTES

Contractor used for disposal of lamps and ballasts:

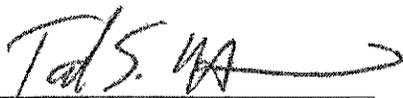
Eastern Environmental Technologies, Inc.
PO Box 2682
Westport, CT 06880

Contractor used for general waste removal:

Empire Services
1420 Clarion Street
Reading, PA 19601

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.



Tod S. Hirneisen, P.E

Hirneisen Electric, Inc.

BIDDER

President

TITLE



CITY OF READING, PENNSYLVANIA

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

TAMMI REINHART
PURCHASING COORDINATOR

June 25, 2019

Hirneisen Electric, Inc.
1619 Old Lancaster Pike
Reading, PA 19608

Dear Madam or Sir:

The City of Reading has awarded you the contract for Street Light Maintenance for the Department of Public Works Contract amount not to exceed \$140,000.00.

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

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

Very truly yours,

Tammi Reinhart
Purchasing Coordinator

cc: Ralph Johnson, Public Works Director
File





CITY OF READING, PENNSYLVANIA

CITY COUNCIL OFFICE
ROOM 2-24
815 WASHINGTON STREET
READING, PA 19601-3690
(610) 655-6205

LINDA A. KELLEHER CMC
CITY CLERK

June 25, 2019

Ms. Tammi Reinhart, Purchasing Coordinator
City of Reading
Purchasing Division
815 Washington Street
Reading, PA 19601

Dear Ms. Reinhart:

The City of Reading City Council, at their Regular Business Meeting held on Monday, June 24, 2019, approved the following contract awards and purchases:

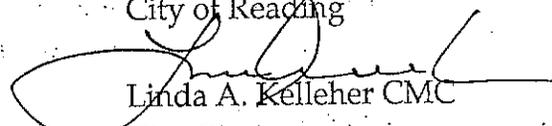
B. Award of Contract - for Traffic Signal Maintenance to Telco, Reading, PA to install, repair, replace or maintain the equipment and signals in mechanically, structurally and aesthetically good condition and as specified by the current PennDOT permit.

C. Award of Contract - for Street Light Maintenance to Hirneisen Electric Inc., Reading, PA to install, repair, replace or maintain the equipment and streetlights in mechanically, structurally and aesthetically good condition and as specified by the current industry standards.

D. Award of Contract - for Endimal Totes, used for odor control, to Coyne Chemicals Industry, Croydon, PA

E. Resolution 60-2019 - authorizing the purchase of a 2019 F-550 Chassis XL 4X4 SD Regular Cab from New Holland Ford, New Holland, PA through the State CoStars program to replace a Ford F 550 that has reached the end of its service life for the WWTP

Sincerely,
City of Reading


Linda A. Kelleher CMC
City Clerk

C: Members of Council, Solicitor, Managing Director

