

COUNTY OF BERKS

Invitation to Bid #12-2-MB

for

Design and Installation of Pedestrian Canopies for the County Services Center

Issued on March 30, 2012

Pre-Bid Conference:

**Thursday, April 5, 2012 @ 9:00 AM, Local Prevailing Time
Refer to Section One, paragraph #1.2 for details.**

Submittal Deadline:

**Tuesday, April 17, 2:00 P.M. Local Prevailing Time
Refer to Section One, paragraph 3.1 for submittal instructions.**

Opening Date/Time:

Tuesday, April 17, 2012, 2:00 P.M. Local Prevailing Time

County's Point-of-Contact for this ITB:

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Reading, PA, 19601**

This Invitation to Bid (ITB) package consists of 83 pages including this cover page and the Table of Contents page. If the ITB package you received is missing any pages, contact the County of Berks Purchasing Department at telephone number (610) 478-6168.

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SECTION ONE
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF CONTRACT

1. BID DOCUMENT AVAILABILITY & PRE BID

A. The Bid Documents have been prepared by and may be obtained from the County of Berks. The Bid Documents are made available only for the purpose of obtaining Bids for this Project. Their availability does not grant a license for other purposes.

B. Upon receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidder shall notify the County of Berks should the documents be incomplete, or upon finding discrepancies or omissions in the Bid Documents. Bidder shall be responsible for the completeness of their set of Bid Documents. No allowance or concession will be made to a Bidder who complains of missing portions of Bid Documents subsequent to the award of Bid. All requests for clarifications must be in writing and received by the County of Berks by 5:00 PM, Local Prevailing Time on April 10, 2012. All clarifications, modifications and corrections to the Bid Documents shall be issued in the form of Addenda and shall be forwarded to all known Bidders. Addenda listing revisions and changes to the Bid Documents shall become a part of and take precedence over original Bid Documents and shall be so honored by Bidders in preparing their Bids.

C. A pre-bid meeting will be held in the Facilities Board Room on April 5, 2012, beginning promptly at 9:00 AM Local Prevailing Time. The Facilities Board Room is located on the 16th floor of the County Services Center at 633 Court Street, Reading, Pennsylvania, 19601.

D. The purpose of this meeting is to conduct a question and answer session regarding this ITB package to maximize the Bidders' understanding of the requirements of this ITB and to conduct a site tour to allow Bidders to become familiar with the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site relieve the Bidder from the consequences of such failure and shall not constitute grounds for a claim after contract award. A list of those companies represented at the pre-bid meeting will be recorded.

2. DEFINITIONS

A. Bid Documents: Advertisement for Bids, Instructions to Bidders and General Conditions of Contract, Bid Bond, Performance Bond, Payment Bond, Non-Collusion Affidavit, Waiver of Liens/Mechanics' Lien Waiver, Subcontractors List, Equipment Suppliers List, Alternates/Substitution List, List of Statutes, Specifications, Plans (if applicable), Bid Form and any Addenda.

B. Bidder: Person or entity submitting a Bid.

C. Bid Sum: Monetary sum identified by Bidder in Bid Form.

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D. Contract: Bid Documents and Purchase Order. The terms “Contract” and “Contract Documents” are used interchangeable.

E. Contractor: Successful Bidder, i.e., Bidder to whom Contract is awarded.

F. Project: _____.

G. County: County of Berks, its agents, employees and/or authorized representative.

3. APPLICABILITY OF INSTRUCTIONS AND CONDITIONS

These Instructions to Bidders and General Conditions of Contract are a standardized listing of items generally applicable to Bids for contracted services, specific projects, annual maintenance and other annual contracts entered into by the County. Where an item applies in limited cases, the same shall be noted as well as the conditions respecting applicability. If a Bidder is unsure as to the applicability of a particular item, the County should be contacted for clarification.

4. PREPARATION AND SUBMISSION OF BIDS

A. Bidder shall be solely responsible for the delivery of its Bids in the manner and time prescribed. All Bids must be received by the County at the place designated in the Advertisement for Bids, prior to the time designated in the Advertisement for Bids for Bid opening. Bids received after the time advertised for Bid opening shall be returned to Bidders unopened.

B. Bids shall be prepared and submitted on forms furnished by the County. All blank spaces shall be filled in, by typewriter or ink, and amounts shown in both words and numbers. In case of discrepancy, the written words shall be considered as being the Bid Sum. All prices are to be firm net prices and are to be F.O.B. destination, including, without limitation, charges for delivery, transportation, placement, handling charges, labor, overhead, profit, etc.

C. All Bids shall be irrevocable for a period of sixty (60) days from Bid opening or a longer time if required elsewhere in the Bid Documents or by law. County shall be permitted to order increased quantities of any item Bid, over and above those specified, at the Bid Sum included in the Bid during said sixty (60) day period.

D. The Bid Form shall be signed in accordance with the following:

(1) If the Bidder is an individual, the Bid shall be executed by him, personally; his signature shall be witnessed; his business address shall be stated, and any trade name employed in the conduct of his business shall be stated.

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(2) If the Bidder is a partnership, the Bid Form shall be executed in the name of the partnership by each of the partners, or a general partner authorized for this purpose; the signatures of the partners shall be witnessed; the business of the partnership shall be stated; and the business address of the partnership shall be stated.

(3) If the Bidder is a corporation, the Bid Form shall be executed in its name and on its behalf: (a) by the President or Vice President and attested by the Secretary or Assistant Secretary, and the Corporate Seal shall be affixed; or (b) by a duly authorized agent of the corporation whose authority to act, as of the date of the Bid, shall be established by a certified copy of a resolution by the Board of Directors of the bidding corporation authorizing said agent to sign the Bid on behalf of the corporation, submitted with the Bid. The business address of the corporation and state of incorporation shall be stated.

(4) If the Bidder is a joint venture, each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above.

E. Bids exceeding Ten Thousand Dollars (\$10,000.00) shall be accompanied by Bid Security in the form of a certified check, bank cashier's check, trust company treasurer's check, or Bid Bond prepared on the form contained in the Bid Documents. If the Bid Security is in the form of a Bid Bond, it shall be accompanied with a power of attorney evidencing the authority of the agent of the surety to execute the bond as of the date of the Bid. The Bid Bond form must be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring 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 bond shall not exceed the underwriting risk of such surety as set forth in said circular or revision thereof. The surety shall be licensed and qualified to do business in the Commonwealth of Pennsylvania. The Bid Security shall name as payee or obligee, as appropriate, the County, and shall be in an amount not less than Ten Percent (10%) of the Bid Sum. With the exception of the Bid Security accompanying the lowest proposal, Bid Security in the form of Bid Bonds will be returned upon Bidder's request on or after sixty (60) calendar days following the opening of Bids. Bid Security accompanying the lowest proposal will be returned upon submission and approval of the required Payment Bond and Performance Bond by the successful Bidder to the County.

F. All Bids, including required enclosures if applicable, shall be submitted in a sealed opaque envelope, clearly identified with Bidder's name and the name of the Project subject to the Bid. The envelope should also contain a notation that it should not be opened until the time specified for Bid opening. Bid envelopes not bearing this notation and opened in error may be rejected by the County, in its sole discretion. If a Bidder elects to submit a Bid by mailing rather than hand delivery, the sealed Bid envelope described above shall be enclosed in a mailing envelope and addressed to the County, and must be received prior to the date and time specified for Bid opening.

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5. STANDARD OF QUALITY

A. The various materials and products specified in the Specifications by name or description are given to establish a standard of the quality and of cost for Bid purposes. It is not the intent to limit the Bidder, the Bid or the evaluation of the Bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be deemed to be followed by the words “or alternatives of the quality necessary to meet the specifications.” A Bid containing an alternative which does not meet the Specifications may be declared non-responsive. A Bid containing an alternative may be accepted but, if an award is made to that Bidder, the Bidder will be required to replace any alternatives which do not meet the Specifications.

B. No substitution (alternative) will be considered prior to receipt of Bids unless written request for approval has been received by the County at least ten (10) days prior to the date for receipt of Bids. Such requests shall include, but not be limited to, the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including, without limitation, technical information, specifications, manufacturer’s name and catalog number, drawings, performance and test data, and other information necessary for an evaluation. Bidder shall provide samples if requested. A descriptive catalog must accompany the Bid.

C. If the County approves a proposed substitution (alternative) prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals in any other manner.

D. Substitutions (alternatives) may be submitted as part of a Bid only if the Bidder includes all information required under paragraph B. above for each substitution (alternative) submitted as part of the Bid and clearly indicates the request for substitution (alternative) on the form of proposal. The County shall not be required to consider or accept any substitution (alternative) that is not specifically identified in a written request for substitution included with the Bid submittal. Failure of the successful Bidder to specifically identify a substitution (alternative) in a request for substitution included with its Bid submittal shall result in the successful Bidder being required to complete the work using materials and products named in the Specifications.

E. The County shall be the sole judge in making a determination as to quality and the County shall have the sole and absolute discretion to decide whether to accept any substitution (alternative) in a request for substitution. If the Bidder submits no written request for substitution with the Bid submittal, it is understood that the Bidder will supply the specific item named in the Specifications.

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6. MODIFICATION AND WITHDRAWAL

- A. Bids may not be modified after submittal.
- B. Bids may be withdrawn after submittal, provided Bidder makes his request to withdraw in writing and the request is received prior to the time specified for Bid opening.
- C. Negligence by Bidder in preparing his Bid confers no right of withdrawal or modification of his Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered. Notwithstanding the above, a Bidder may withdraw his Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §1601 et seq. Strict compliance with said Act is required to withdraw a Bid after Bid opening.

7. OPENING OF BIDS

Bids will be publicly opened and read on the date, at the location, and commencing at the time stated in the Advertisement for Bids. Bidders or their authorized agents may be present at Bid opening.

8. QUALIFICATIONS

Prior to the award of Contract, County may require satisfactory evidence to show that the Bidder is fully prepared in every way to perform the Contract timely and that he has been regularly engaged in such business.

9. COLLUSIVE BIDS

More than one Bid for one Contract from an individual, partnership, corporation, or an association under the same or different names will be grounds for rejection of all Bids in which such Bidder is interested. Any and all Bids will be rejected if there is any reason for believing that collusion exists among any of the Bidders. Participants in such collusion will not be considered in future Bids.

10. BID INELIGIBILITY

- A. Failure to provide Bid Security shall result in rejection of Bid.
- B. Bids not based on Bid Documents, those indicating a qualification of the Bid, conditions or uninvited alternate Bids, or which contain alteration of Bid Forms, may be rejected by the County in its sole and absolute discretion. In addition, Bids failing to adhere to the Specifications as provided in Exhibit "A" attached to the Purchase Order may be rejected by the County in its sole and absolute discretion.

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C. Bids that are unsigned, improperly signed or sealed, or illegible, may be rejected by the County in its sole and absolute discretion.

D. Bids where the prices are obviously unbalanced may be rejected by the County in its sole and absolute discretion.

E. Bids containing “escalator” clauses may be rejected by the County at the County’s sole and absolute discretion.

F. All Bids shall conform with these Instructions to Bidders and General Conditions of Contract. Bids containing minor irregularities or informalities, not relating to price, time, or changes in the work to be performed pursuant to the Contract, may be rejected at the County’s sole and absolute discretion. The County reserves the right to waive any such informalities or irregularities when a waiver is in the County’s best interest.

11. BID REJECTION OR AWARD

The County reserves the right to reject any and all Bids, or parts of a Bid, when a rejection is in the County’s best interest. The County reserves the right to reject a Bid if the Bidder is not in a position to perform the Contract or has previously failed to perform similar contracts properly or on time as determined by the County in its sole discretion. If a Contract is awarded, it will be to the lowest responsible Bidder, provided such Bidder’s Bid is reasonable and in the County’s interest to accept.

In the event of a dispute between a Bidder and the County regarding the County’s determination of which Bidder is the lowest responsive, responsible Bidder, such contesting Bidder shall be responsible for any legal fees (e.g., fees of attorneys, paralegals and other legal professionals), professional fees, or other costs or expenses incurred by the County. The contesting Bidder shall pay such legal fees, professional fees, or other costs or expenses within seven (7) days of receipt of the County’s invoice. Furthermore, under no circumstances shall the County be responsible for any legal fees, professional fees, or other costs or expenses incurred by the contesting Bidder if the County decides not to award the Contract to such Bidder based upon the County’s determination in its sole and absolute discretion that such contesting Bidder is not the lowest responsive, responsible Bidder.

12. PURCHASE ORDERS

A. Every Contract shall be awarded by the County to the lowest responsible Bidder within sixty (60) calendar days of the date of Bid opening, unless this time is extended by the mutual consent of the Bidder and the County.

B. The County reserves the right to award a Contract for one or more of the items set forth in the Specifications, or for all items set forth in the Specifications.

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C. A Contract shall be awarded and shall become binding upon the Bidder and the County pursuant to the issuance of a Purchase Order by the County covering any or all items included in the Bid.

D. The Contract Documents consist of the Purchase Order and the Bid Documents.

13. PAYMENT AND PERFORMANCE BONDS

A. For any Contract for an amount between Twenty-Five Thousand Dollars (\$25,000.00) and One Hundred Thousand Dollars (\$100,000.00), the Contractor shall furnish to County the following bonds, which shall be binding upon the award of said Contract to such Contractor:

(1) A performance bond in the amount of Fifty Percent (50%) of the contract sum, conditioned upon the faithful performance of the Contract in accordance with the Contract Documents shall be submitted. Such bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of County.

(2) A payment bond in the amount of Fifty Percent (50%) of the contract sum, shall be submitted. Such bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of claimants supplying labor and materials to the Contractor, or to any of the Contractor's subcontractors, in the prosecution of the work provided for in such Contract, and shall be conditioned upon the prompt delivery of such materials furnished or labor supplied or performed in the prosecution of the work.

B. For any Contract exceeding One Hundred Thousand Dollars (\$100,000.00), the Contractor shall furnish to County the following bonds, which shall be binding upon the award of said Contract to such Contractor:

(1) A performance bond in the amount of One Hundred Percent (100%) of the contract sum, conditioned upon the faithful performance of the Contract in accordance with the Contract Documents shall be submitted. Such bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of County.

(2) A payment bond in the amount of One Hundred Percent (100%) of the contract sum, shall be submitted. Such bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of claimants supplying labor and materials to the Contractor, or to any of the Contractor's subcontractors, in the prosecution of the work provided for in such Contract, and shall be conditioned upon the prompt delivery of such materials furnished or labor supplied or performed in the prosecution of the work.

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C. Each of the above-referenced bonds shall be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (as amended) by the Audit Staff, Bureau of Governmental Financial Operations, U. S. Treasury Department, and the amount of the bonds shall not exceed the underwriting risk of the surety as set forth in said circular or revision thereof. The surety shall be licensed and qualified to do business in the Commonwealth of Pennsylvania. The bonds shall be accompanied by a power of attorney evidencing the authority of the agent of the surety to execute the bonds as of the date of the bonds.

D. Failure of a Contractor to submit the required bonds within ten (10) calendar days of the date of the County's Purchase Order shall constitute a default by the Contractor, and the County may, at its sole discretion, award the Contract to the next lowest responsible Bidder, reserving to itself all rights for damages relating to said default, or, in the alternative, allow the Contractor additional time in which to secure the required bonds. Other forms of bonds or changes in amounts may be required in the Specifications.

14. DETAILED COST BREAKDOWN

For any Contract exceeding Five Thousand Dollars (\$5,000), Contractor shall submit a Detailed Cost Breakdown (the total of which shall equal the full amount of the contract sum), and a list of all materials including the number of units to be installed and/or delivered and the price applicable thereto (which shall include, without limitation, delivery, transportation, placement, handling charges, labor, overhead and profit, etc.) in a form acceptable to the County. The Detailed Cost Breakdown shall be submitted to the County within ten (10) calendar days of the date of the County's Purchase Order. The County shall have the right to withhold payment to Contractor until the Detailed Cost Breakdown is submitted by the Contractor.

15. RECEIVING HOURS

All shipments are to be made to the County in accordance with the instructions forwarded to the successful Bidder by the County. All deliveries shall be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday, except on County holidays.

16. INSURANCE

All Contractors doing work for the County shall carry such liability insurance as set forth below to fully protect the County against all claims which may arise. No work shall be started until the County has been provided Certificates of Insurance executed by an insurer licensed or approved to transact the business of insurance in the Commonwealth of Pennsylvania on a standard form provided by the insurer stating their intention to provide insurance to the Contractor in accordance with these insurance requirements. The Contractor shall at its own expense, purchase and maintain insurance in companies having an A- or better, or financial rating of VI or better with the A.M. Best's Company Key Rating Guide-Latest Edition and being

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satisfactory to the County. All Certificates of Insurance must indicate that the County, and its agents, if applicable, have (through endorsement to the policy) been specifically named as additional insured parties. The Certificate of Insurance must also provide that the policy will not be cancelled, materially changed, or allowed to expire until at least thirty (30) days prior written notice, by certified mail, has been provided to the County, and its agents, if applicable. In addition, all of the Contractor's insurance policies and the Certificate of Insurance shall state that all of the Contractor's insurance policies are primary and non-contributory with respect to any other valid and collectible insurance policies. Failure to furnish the correct types of insurance on the correct forms in the correct amounts shall constitute a material breach of the conditions for award of the Contract and the Contractor shall be deemed to be in default.

A. General Liability Insurance. General liability coverages shall be provided by commercial general liability policy on an occurrence basis. The policy date shall predate the Contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of the Contract or later if otherwise specified in the Bid Documents. Where the Specifications require underground excavation, underground hazard coverage must be included. Where the Specifications require demolition and/or use of explosives, the explosion and collapse hazard coverage must be included.

(i) Bodily Injury: \$1,000,000 each occurrence.

(ii) Property Damage: \$1,000,000 each occurrence.

B. Automobile Liability. (Including owned, non-owned and hired vehicles).

(i) Bodily Injury: \$1,000,000 each occurrence.

(ii) Property Damage: \$1,000,000 each occurrence.

C. Workers' Compensation and Employers' Liability.

(i) Employers' Liability: \$500,000 each accident.
\$500,000 disease policy limits.
\$500,000 disease – each employee.

(ii) Statutory Limits for Workers' Compensation.

D. Umbrella Excess Liability: \$3,000,000 for each occurrence and \$3,000,000 in the aggregate which provides excess coverage over all underlying insurance policies.

Contractor's failure to procure the necessary insurance and/or submit the required Certificates of Insurance, as stated above, within ten (10) calendar days of the County's Purchase Order shall constitute a default by the Contractor, and the County may, at its sole discretion,

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award the Contract to the next lowest responsible Bidder, reserving to itself all rights for damages relating to said default, or, in the alternative, allow the Contractor additional time in which to secure the required insurance coverage. Other forms of insurance or changes in the amounts may be required in the Specifications.

The Contractor shall include the County and its agents as additional insured parties on the Contractor's insurance policies, with the exception of the Contractor's workers' compensation insurance policy.

The Contractor's Certificate of Insurance shall be accompanied by a notarized letter from the Contractor's insurance carrier advising the Owner to what degree the aggregate limit has been impaired.

The minimum coverage limits set forth herein shall be subject to periodic review, and the County reserves the right to require that the Contractor increase the minimum coverage limits if, in the reasonable opinion of the County, the minimum coverage limits become inadequate.

17. FAMILIARITY WITH PROPOSED WORK

The Contract is entered into by the County with the understanding that the Contractor, prior to submission of its Bid, acquainted itself with the requirements of all Bid Documents, all utilities in existence to which connections are to be made and other requirements of the Contract, and that the Contractor has obtained all necessary information for completion of the work on or before the date(s) specified. The Contractor shall not at any time after the execution of the Contract set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the work to be done under the Contract, and Contractor shall assume all risk resulting from any changes in the conditions which may occur during the progress of the work.

18. MSDS SHEETS; Right To Know Act

Each Bidder submitting a Bid for any materials containing any hazardous substance listed on the Hazardous Substance List compiled by the Commonwealth of Pennsylvania, Department of Labor & Industry, must furnish appropriate material safety data sheets for all products for which they submit a Bid, along with the Bid. Failure to include the material safety data sheets with the Bid will void the Bid for that particular material. The County reserves the right to reject Bids for products that contain hazardous materials if, in the County's discretion, the product is too hazardous to be used. All successful Bidders shall comply with all other terms and conditions of the Pennsylvania Worker and Community Right-to-Know Act, Act No. 159 of 1984, 35 P.S. §7301 et seq., providing all information regarding the composition of all materials and products used or installed as part of the Project when required.

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19. HUMAN RELATIONS ACT

For contracts for construction, alteration or repair of any public building or public work, the provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, 43 P.S. §951 *et seq.*, prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. For contracts for construction, alteration or repair of any public building or public work, Contractor does hereby agree to comply with the provisions of the Pennsylvania Human Relations Act, as amended, which are hereby made part of all said contracts. Contractor's attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code §349.101.

20. PENNSYLVANIA PREVAILING WAGE RATES

For contracts for construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, exceeding Twenty-Five Thousand Dollars (\$25,000), in accordance with the Pennsylvania Prevailing Wage Act, approved August 15, 1961, Act No. 442, P.L. 987, as amended by Act 342 of 1963, P.L. 653, 43 P.S. 165-1 *et seq.*, and the regulations issued pursuant thereto, the Prevailing Wage Rates as determined by the Secretary of the Department of Labor and Industry, Prevailing Wage Division of the State of Pennsylvania, for the locality of the work and for each classification of workers needed to perform the Contract shall apply, and workers shall be paid not less than these Prevailing Wage Rates. The provisions of the Pennsylvania Prevailing Wage Act, regulations and the Pennsylvania Prevailing Minimum Wage Rates, as determined by the Secretary of Labor and Industry, are made part of all said Contract.

21. DISCRIMINATION PROHIBITED

According to Section 62 Pa.C.S.A. § 3701, the Contractor agrees that for any contracts entered into with the County for the construction, alteration or repair of any public building or public work shall contain the following provisions:

A. In the hiring of employees for the performance of work under the Contract, or any subcontract, no contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall, by reason of gender, race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

B. No contractor, subcontractor, or any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed or color.

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C. The Contract may be canceled or terminated by the County, and all money due or to become due under the Contract may be forfeited, for a violation of the terms or conditions of that portion of the Contract.

D. The Contractor shall include the provisions of this Paragraph 21(a), (b) and (c) in every subcontract so that such provisions will be binding, upon each subcontractor.

E. Contractor and each subcontractor or any person acting on their behalf shall furnish necessary employment documents and records to and permit access to their books, records, and accounts by the County and the Bureau of Professional Selections and Administrative Services, for purposes of investigation, to ascertain compliance with the terms or conditions of the Contract. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by the County or the Bureau of Professional Selections and Administrative Services.

22. STEEL PRODUCTS PROCUREMENT

For contracts for construction, reconstruction, alteration, repair, improvement or maintenance of public works, in accordance with the Pennsylvania Steel Products Procurement Act, Act No. 3 of 1978, P.L. 6, 73 P.S. § 1881 *et seq.*, if any steel or steel products are to be used or supplied in the performance of such contracts, only those produced in the United States as defined in the Pennsylvania Steel Products Procurement Act shall be used or supplied in the performance of the contracts or any subcontract thereunder. In accordance with Act 161 of 1982, cast iron products shall be included in the requirements pertaining to the production of steel product in the United States. In accordance with Act 141 of 1984, steel products shall be defined to include machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixtures), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least seventy-five percent (75%) of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product if it complies with Section 165 of Public Law 97-424 (96 Stat. 2136).

23. CASH ALLOWANCES

No cash allowances for any purposes are included in the Specifications for this Project.

24. PREVENTION OF ENVIRONMENTAL POLLUTION

Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provision of federal and state statutes, rules, and

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regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, attached to the Bid Documents is a list of Pennsylvania statutes. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations that affect the Project on which Bids are being received. Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

25. EROSION CONTROL

Contractors performing excavation work shall comply with all rules and regulations of Chapter 102, Title 25 of the Pennsylvania Code (25 Pa. Code Section 102.1, et seq.), relating to soil erosion and sedimentation control. Prior to any grading, the Contractor shall be responsible to obtain approval from the Department of Environmental Resources for an approved sedimentation and erosion control site plan and shall perform all necessary site work in accordance with said plan. The plan shall be available at the site at all times. Contractors performing excavation work shall maintain all devices as required to control erosion caused by storm water and prevent dust and particles from being distributed on site.

26. BLASTING

All storage, handling and use of explosives for the purpose of excavation shall be performed by the Contractor in strict accordance with Title 25, Chapter 211, of the Pennsylvania Code, as well as any applicable local regulations. Strict control of blasting must be maintained to prevent flying rock, and blasting mats must be used where conditions dictate their use. When blasting in the vicinity of utility lines, such blasting must be performed according to Section 211.62 of Title 25 of the Pennsylvania Code.

27. SITE EXCAVATION

The Contractor shall:

A. Request the location and type of facility owner lines at the Project site by notifying the facility owner through the one call system as defined in 73 P.S. § 176. Notification shall be not less than three (3) business days nor more than ten (10) business days in advance of beginning excavation or demolition work. No work shall begin earlier than the scheduled excavation date which shall be on or after the third business day after notification. The scheduled excavation date shall exclude the date upon which notification was received by the one call system and notification received on a Saturday, Sunday or holiday, which shall be processed on the following business day. In the case of a complex project as defined in 73 P.S. § 176, notification shall not be less than ten (10) business days in advance of the beginning of excavation or demolition work.

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B. Provide the one call system with specific information to identify the Project site so that facility owners might provide indications of their lines.

C. Take reasonable steps to work with facility owners including, without limitation, scheduling and conducting a preconstruction meeting, so that the Contractor may locate the facilities at a time reasonably in advance of the actual start of excavation or demolition work for each phase of the Work if the Project is a complex project as defined in 73 P.S. § 176 or if an excavation Contractor intends to perform work at multiple sites or over a large area. After commencement of excavation or demolition work, the excavation Contractor shall be responsible for protecting and preserving the staking, marking or other designation until no longer required for proper and safe excavation or demolition work at or near the underground facility, or by contacting the one call system to request that the facilities be marked again in the event that the previous markings have been compromised or eliminated.

D. Comply with the requirements established by the one call system regarding the maximum area that a notification may cover.

E. Inform each operator employed by the excavation Contractor at the Project site of the information received with respect to location and type of underground installations and any other information required by 73 P.S. § 176, et. seq.

F. Report immediately to the County, any break or leak on its lines or any dent, gouge, groove or other damage to such lines, to their coating or cathodic protection, made or discovered in the course of the excavation or demolition work.

G. Immediately notify 911 and the facility owner if the damage results in the escape of any flammable, toxic or corrosive gas or liquid which endangers life, health or property.

H. Assist a facility owner in determining involvement of a facility owner's lines by disclosing additional available information requested by the facility owner, including, without limitation, dimensions and the direction of proposed excavations.

I. Re-notify the one call system unless other arrangements have been made directly with the facility owners involved at the Project site if the excavation Contractor removes its equipment and vacates the Project site for more than two (2) business days.

J. Submit an incident report to the Department of Labor and Industry of the Commonwealth of Pennsylvania not more than ten (10) business days after striking or otherwise damaging a facility owner's line during excavation or demolition activities that resulted in personal injury or property damage to parties other than the affected excavation Contractor or facility owner.

K. Comply with all requests for information by the Department of Labor and Industry of the Commonwealth of Pennsylvania relating to such Department of Labor and

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Industry's enforcement authority under the 73 P.S. § 176, et. seq. within thirty (30) days of the receipt of the request.

L. Ensure the accuracy of the information provided to the one call system pursuant to 73 P.S. § 176, et. seq.

M. Become thoroughly acquainted with and comply with all other terms and conditions specified in 73 P.S. § 176, et. seq., as amended from time to time including, without limitation, the Contractor shall pay all applicable fees.

N. Complete the site excavation in full compliance with all applicable standards, codes, laws, ordinances, regulations and/or requirements of any applicable state, federal or governmental agency.

28. WAIVER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES; ECONOMIC LOSS

The Contractor waives claims against the County for consequential and/or incidental damages arising out of or relating to the Contract. This waiver includes, but is not limited to:

A. Consequential damages incurred by the Contractor for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of actual and expected profits.

B. Incidental damages incurred by the Contractor including, but not limited to, costs resulting from stopping performance under the Contract, removing and transporting the Contractor's property (e.g., the Contractor's equipment, supplies and materials) from the Project site, and storing the Contractor's property (e.g., the Contractor's equipment, supplies and materials) at an alternate location.

This waiver is applicable, without limitation, to all consequential and/or incidental damages, due to either the Contractor and/or the County's termination of the Contract.

29. FEES, PERMITS AND CERTIFICATIONS

The Contractor shall pay for, secure and provide all necessary and required local, state and federal fees, permits and certificates.

30. TAX EXEMPT STATUS

Contractor hereby accepts and assumes full and exclusively liability for and shall pay all applicable sales, use, excise or other taxes required by law (collectively, the "Taxes") on all materials, tools, apparatus, equipment, fixtures, services, incidentals or otherwise which may be purchased or used in connection with the work under the Contract or portions thereof, including, without limitation, all sales taxes, state and municipal taxes, business privilege taxes, use taxes

SECTION ONE
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and all contributions and payroll taxes under the provisions of federal law or the laws of the Commonwealth of Pennsylvania. Bids shall be made in accordance with such laws and shall include Taxes in the Bid amount. Notwithstanding the foregoing, however, certain items acquired as part of the work may be exempt from the Taxes, and no charges shall be allowed for such exempt items. It shall be the Contractor's responsibility to determine those items for which an exemption will apply, and the Contractor shall obtain legal or other tax advice to determine how and to what extent an exemption from Taxes applies. In order to facilitate purchases free of sales and/or use tax in the Commonwealth of Pennsylvania, and upon certification by Contractor that an item is, in fact, tax exempt, the County agrees to execute a tax exemption certificate prepared by Contractor or a subcontractor as may be required by the regulations of the Pennsylvania Department of Revenue. In the event that the Contractor pays Taxes not properly due, the County shall be entitled to any refund relating thereto and the Contractor agrees to assign any and all rights to said refund to the County. It is further agreed that the County shall have the right to deduct the amount of any and all such Taxes from the compensation owed to the Contractor under the terms of the Contract at any time, in the County's sole discretion, as the County deems advisable, it being agreed that the County shall have the right to deduct any and all such Taxes from the next payments due under the Contract and from the retained percentages. The County or its representatives shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, certifications, and similar data relating to the 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 final payment. Further, the County or its representative shall have the authority, but not the obligation, to require the Contractor to provide the County with certified payroll records for the labor furnished by the Contractor in connection with the work.

31. ALL APPLICABLE LAWS, STATUTES, REGULATIONS AND STANDARDS

Contractor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse Contractor from compliance with same.

32. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the County, its board members, agents, consultants, and their respective employees and agents from and against any and all claims, suits, demands, liabilities, damages, losses, Taxes and expenses, including, without limitation, legal fees and legal costs, arising out of or resulting from the Contractor's performance of the Contract, including, without limitation, claims, suits, demands, liabilities, damages, losses, Taxes and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including, without limitation, loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Contractor, its subcontractors, their respective officers, employees, agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, suit, demand, liability, damage, loss, Tax or expense is caused in part by the

SECTION ONE
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County. The indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

33. TIME PERIOD FOR PERFORMANCE OF WORK

The Contract shall commence on _____, ____ and expire on _____, _____. Notwithstanding the foregoing, the County reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions as the County deems necessary in its sole and absolute discretion. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

34. PAYMENT

A. Contractors will be paid according to the schedule below, provided all work for which payment is requested has been completed in accordance with the Contract Documents and Contractor is in full compliance with all requirements of the Contract. Invoices must be received by the end of each calendar month, and will be authorized for payment by the Board of Commissioners for the County at the following calendar months regular meeting.

Amount of Contract	Payment Schedule for Specified Projects	Payment Schedule for Annual Contract
Under \$5,000	100% upon completion of specified work.	Annually
\$5,000 to \$20,000	Upon completion of 50% of specified work, respective payment amount shall be made, less retainage. Upon completion of 100% of specified work, remaining payment amount shall be made. Payments shall be subject to conditions of paragraph B hereof.	Semi-Annually

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\$20,001 to \$50,000	Upon completion of 25%, 50% and 75% of work, respective payment amount shall be made, less retainage. Upon completion of 100% of specified work, remaining payment amount shall be paid. Payments shall be subject to paragraph B hereof.	Quarterly
Over \$50,000	Payments shall be made monthly upon completion of specified work, less retainage as per paragraph C hereof.	Monthly

B. For any Contract from Five Thousand Dollars (\$5,000) to Fifty Thousand Dollars (\$50,000), payment will be made only after the Detailed Cost Breakdown (reference Paragraph 14 hereof) has been provided by Contractor and approved by the County. Payments shall be made only for work completed according to the Detailed Cost Breakdown. Five percent (5%) retainage shall be withheld by the County for all payments prior to final completion. Upon final completion to the satisfaction and acceptance by the County, in the County's sole and absolute discretion, final payment, including retainage, shall be made.

C. For any Contract in excess of Fifty Thousand Dollars (\$50,000), payment will be made only after the Detailed Cost Breakdown (reference Paragraph 14 hereof) has been provided by the Contractor and approved by the County. Payments shall be made only for work completed according to the Detailed Cost Breakdown. Retainage in the amount of ten percent (10%) of the value of the completed work, based on monthly progress payments, shall be withheld by the County during the first fifty percent (50%) of the Contract. Except as otherwise provided herein, when the Contract is fifty percent (50%) completed, one-half (1/2) of the amount retained by the County shall be returned to the Contractor, provided that the County approves the application for payment, and further provided that the Contractor is making satisfactory progress and that there is no specific cause for greater withholding.

Notwithstanding the foregoing, the County may continue to withhold ten percent (10%) of the amount due the Contractor after the Contract is fifty percent (50%) completed if the County determines in its sole and absolute discretion that there is a specific cause for greater withholding. A specific cause for greater withholding shall include, without limitation, the following:

- (1) The Contractor's inability to produce evidence satisfactory to the County evidencing payments for materials, labor and/or payments to Subcontractors, manufacturers or suppliers;
 - (2) The existence of a dispute between the County and the Contractor regarding increased costs claimed by such Contractor; or
-

SECTION ONE
INSTRUCTIONS TO BIDDERS AND GENERAL CONSITIONS OF CONTRACT

- (3) A Contractor's failure to complete the work in accordance with the Contract Documents, including, without limitation, the Plans and Specifications, etc.

If a specific cause for greater withholding does not exist, the sum or sums withheld by the County from the Contractor, after the Contract is fifty percent (50%) completed, shall be reduced to five percent (5%) of the value of the completed work based on monthly progress payments. In the event a dispute arises between the County and the Contractor, which dispute is based upon any of the items set forth in this Paragraph 34, the County shall have the option as it deems necessary in its sole and absolute discretion to either continue to withhold additional retainage over and above the amount already retained by the County in the sum of one and one-half (1-1/2) times the amount of any possible liability until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor causing the additional claim furnishes a bond satisfactory to the County to indemnify the County, its board members, agents, consultants, and their respective employees and agents against the claim. All money retained by the County may be withheld from the Contractor until final completion of the Contract.

D. A continuing Contract providing for daily, weekly or monthly services shall be paid on a monthly basis.

35. TIME OF FINAL COMPLETION

For specific projects, the date set for final completion of the Contract is designated in the Specifications. Time is of the essence in completing all work and provisions for liquidated damages in the event of any delay in completing the Contract may be provided for in the Specifications.

36. FAILURE TO FINISH OR COMPLETE CONTRACT

In the event Contractor shall neglect or refuse to complete the Project as required, or any part thereof, or to replace any work which is rejected, then the County is authorized and empowered to purchase materials, equipment and services from third parties, and in such manner as it shall elect at the expense of the Contractor, or to cancel the Contract; reserving to itself, nevertheless, all rights for damages, including, without limitation, legal fees, legal costs, and additional professional costs, which may be incurred by the County.

37. CLEAN-UP/DAMAGE TO PREMISES

A. Where work is to be performed by Contractor on County premises, Contractor shall keep the County's premises free from accumulation of waste materials or rubbish caused by the Contractor's performance. At final completion of the work, Contractor shall remove from and about the premises, all waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the County may do so, and the costs thereof shall be charged to the Contractor.

SECTION ONE
INSTRUCTIONS TO BIDDERS AND GENERAL CONSITIONS OF CONTRACT

B. Contractor shall promptly remedy damage and loss to any County building or equipment caused in whole or in part by the Contractor, or anyone directly or indirectly employed by him.

38. WARRANTY

All work shall be guaranteed by Contractor against defects in workmanship and materials for a period of one (1) year from the date of acceptance by the County. During this period, Contractor shall agree to promptly remedy, at Contractor's expense, any defects which were caused, in the judgment of the County, by defective or inferior workmanship or materials.

39. SUBLETTING OR ASSIGNING OF CONTRACTOR

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, or any portion thereof, or of its right, title, or interest therein without the written consent of the County.

40. DELAY AND EXTENSIONS OF TIME.

If Contractor is delayed at any time in the progress of the work by any act or neglect of the County, its agents or employees, any separate Contractor employed by the County or by changes ordered in the work, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or by any other cause beyond the control of the Contractor, Contractor's exclusive remedy shall be an extension of time allowed for final completion of the work under the Contract. This extension of time shall not act as an entitlement for damages due and owing the Contractor for said delay. Under no circumstances shall Contractor be entitled to claim or recover payment, compensation or damages for any delays from any cause whatsoever in the progress of the work, notwithstanding whether such delays be avoidable or unavoidable.

41. GOVERNING LAW.

The Contract shall be governed by the law of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.

42. CLAIMS AND DISPUTES.

A. Claims, disputes or other matters in question between the parties to the Contract arising out of or relating to the Contract or breach thereof shall be exclusively litigated in the Court of Common Pleas of Berks County.

SECTION ONE
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B. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract so as to avoid delay in the schedule of completion of the Project.

C. To the extent the Contractor pursues a claim or litigation against the County and the County prevails, partially or completely, on any or all of its own claims or defenses to the Contractor's claims, leaving the Contractor with less than one hundred percent (100%) recovery, the Contractor will be liable for any and all legal fees, professional fees, costs or expenses of the County, as well as the true cost of any of the County's employees' time, associated with analyzing any claim, pursuing litigation or defending the claim or litigation. Further, to the extent any Contractor makes an excessive number of claims, which excessiveness, shall be determined solely in the discretion of the County, and the County incurs any legal fees, professional fees, expenses, costs (including, but not limited to, employee cost), the Contractor shall be liable for such fees, expenses or costs. In the event of a dispute between the Contractor and the County, to the extent that the County incurs any legal fees, professional fees, or other costs or expenses, the Contractor will be responsible for those amounts, which will be deducted, to the extent available, from any amount due the Contractor. If the amount due the Contractor is not sufficient to cover such cost, the Contractor shall pay the difference to the County within seven (7) days of receipt of the County's invoice for such legal fees, professional fees, or other cost or expenses.

D. The Contractor and Contractor's Surety shall be liable for and shall pay the County the cost of expenses incurred by the County resulting from the Contractor's delay in completing the Contract within the contract time, as liquidated damages, and not as a penalty, in the amount of N/A Dollars (\$) per calendar day, for each calendar day of delay until the work is substantially complete at each phase of construction, subject to adjustments of the contract time as provided in the Contract Documents. In the event the Contractor or Surety litigates the validity of this provision or the assertion of liquidated damages, the Contractor and Surety, jointly and severally, shall also be liable for legal fees, professional fees, costs, other expenses and/or damages. This liquidated damages provision applies to each phase of construction. The County's right to receive liquidated damages shall be in addition to all other rights and remedies available to the County at law or in equity. The County shall have the right to deduct the total amount of liquidated damages for which the Contractor may be liable under this Paragraph 42(D) from any payments then or thereafter due the Contractor.

43. WAIVER OF CLAIMS.

The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against the County other than those previously made in writing and specifically identified by Contractor as unsettled at the time of application for final payment.

SECTION ONE
INSTRUCTIONS TO BIDDERS AND GENERAL CONSITIONS OF CONTRACT

44. TERMINATION OF CONTRACT.

Upon ten (10) days written notice to Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of written notice from the County of such termination, Contractor shall cease operations as directed by the County in the notice; take actions necessary, or that the County may direct, for the protection and preservation of the work; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination, where Contractor is without fault, Contractor shall be entitled to receive payment from the County for all work satisfactorily performed prior to termination.

45. PENNSYLVANIA UNIFORM CONSTRUCTION CODE.

The Contractor shall comply with all requirements of the Pennsylvania Uniform Construction Code, 35 P.S. § 7210.301 – 7210.305, as amended by S.B. 1139, Session of 2004.

46. PENNSYLVANIA PROMPT PAY ACT.

The Contractor hereby waives any rights that the Contractor has or may have under the Pennsylvania Prompt Pay Act, 62 Pa. C.S.A. § 3931, et seq., as amended from time to time.

47. WAIVER OF LIENS.

The Contractor shall execute a Waiver of Liens in the form included in the Contract Documents. The Contractor warrants and represents that the Waiver of Liens is intended to waive any and all rights as it pertains to the aforementioned work. The Contractor understands that the County is relying upon said representations in executing the Contract and that said representations are material.

48. INTERPRETATIONS.

A. Where required hereunder to effectuate the intent of the Contract Documents, masculine shall mean neuter or feminine and the singular shall mean the plural.

B. The captions and headings of various Paragraphs in the Contract Documents are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

C. The invalidity of any covenant, restriction, condition, limitation or any other part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.

SECTION ONE
INSTRUCTIONS TO BIDDERS AND GENERAL CONSITIONS OF CONTRACT

D. The parties hereto acknowledge that all of them have participated in the drafting of the Contract Documents and the parties hereto expressly waive the defense of *contra proferentum*, i.e., that the Contract Documents or any portion of the Contract Documents may be construed against any party as the drafter thereof.

NOTICE: BIDS ARE PUBLICLY OPENED AND READ ON THE DATE SPECIFIED. IF YOU ARE INTERESTED IN IMMEDIATE INFORMATION RELATING TO THE BID, PLEASE HAVE A REPRESENTATIVE PRESENT AT BID OPENING. QUESTIONS AND LOW BID INFORMATION WILL BE AVAILABLE DURING BID OPENING. FOLLOWING BID OPENING, THE BIDS WILL BE REVIEWED BY THE APPROPRIATE AUTHORITIES OF AND FOR COUNTY OF BERKS. THEREFORE, INFORMATION ON THE BIDS WILL NOT AGAIN BE AVAILABLE UNTIL THEY HAVE BEEN REVIEWED AND A FINAL RECOMMENDATION IS PRESENTED TO THE BOARD OF COMMISSIONERS OF THE COUNTY OF BERKS AT ITS REGULARLY SCHEDULED MEETING.

SECTION TWO ADVERTISEMENT FOR BIDS

Invitation to Bid #12-2-MB

Design and Installation of Pedestrian Canopies for the County Services Center

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The **County of Berks** is accepting sealed bids from qualified bidders for the design, delivery and installation of two pedestrian canopies for future façade restoration at the County Services Center. Bids will be accepted by the County, c/o County Controller, Berks County Services Center, 633 Court Street, 12th Floor, Reading, PA, 19601, until 2:00PM, Tuesday, April 17, 2012. Bids to be publicly opened and read in the Controller's Conference Room, 12th Floor, Berks County Services Center, immediately thereafter. Each bid must be accompanied by bid security in the amount and form specified in the Invitation to Bid (ITB) package.

A pre-bid conference will be held on April 5, 2012 in the Facilities Conference Room, 633 Court St., 16th Floor, Reading, PA 19601 beginning promptly at 9:00 AM local prevailing time.

Bidders may obtain the ITB package via the following methods: (1) download the ITB package from the County's website www.co.berks.pa.us; (2) call the County's Purchasing Dept at 610-478-6168 to request the package; (3) pick up a copy of the package from the Purchasing Dept or Architect at the Berks County Services Center, 13th floor, between the hours of 8:00AM and 5:00PM, Monday through Friday.

To obtain Bid Documents, a refundable deposit of Two Hundred Fifty Dollars (\$250.00) per set is required in the form of cash or a certified check made payable to the County of Berks, delivered to County of Berks, Berks County Services Center, 633 Court Street, Reading, PA 19603.

Deposits shall be refunded only upon submission of valid Bid and return of all Bid Documents in good condition, within ten (10) days after the Owner awards the Contract; otherwise deposits will be forfeited.

The County reserves the right to reject any or all bids or any part thereof and/or waive any informality in any bid received when such action is in the best interest of the County.

Kelly A. Laubach, CPPB
Director of Contracts & Procurement
Tel: 610-478-6168

SECTION THREE TECHNICAL SPECIFICATIONS

1. **Summary**

This section of the ITB describes the County's requirements to design, supply and install two (2) pedestrian canopies at the County Services Center, 633 Court Street, Reading, PA 19601.

2. **Functional Requirements**

2.1 The canopies must be designed for scaffolding associated with a future façade restoration project which will require scaffolding to be erected on top of the canopies up to the fourth floor level which is approximately 50' above grade.

2.2 It is the Bidders responsibility to visit the site and be familiar with the site facilities, site conditions, the pertinent state and local codes, state of labor and material markets, and make due allowance in the Bid for all contingencies

3. **Item Specifications**

3.1 Specifications and site drawing are as per "Attachment A".

3.2 Base Bid is to include design, assembly, dismantlement, removal and rental of canopies for a sixteen (16) month period. It is understood that sixteen (16) months is the estimated construction period and the rental period shall depend upon the actual construction period. The successful Bidder shall bill at actual usage quantities. Deducts/Adds shall be made at quoted unit prices.

3.2 Detailed designs for both canopies must be submitted with the Vendor's bid. Design must be approved by the County's consultant in order to be considered a responsive, responsible bid.

3.3 Delivery and installation of canopies must be completed within 10 business days of the date of order placement. Deliveries shall be made to: County Services Center, 633 Court Street, Reading, PA 19601.

3.4 The successful Bidder shall bill at actual usage quantities. Deducts/Adds shall be made at quoted unit prices.

**SECTION FOUR
FORM OF BID BOND**

COUNTY OF BERKS

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____
(hereinafter called the "Principal"), and _____, a
company authorized to transact business in the Commonwealth of Pennsylvania, and having its
principal office at _____ (hereinafter
called the "Surety"), as Surety, are held and firmly bound unto the COUNTY OF BERKS
(hereinafter called the "Obligee"), as Obligee, in the sum of
_____ Dollars (\$ _____) lawful money of the
United States of America, for payment of which we bind ourselves, and each of our respective
heirs, legal representatives, successors and assigns, jointly and severally, by these presents, on
this _____ day of _____, 20____.

WHEREAS, said Principal is herewith submitting to the Obligee a Bid to perform work
for the Obligee's _____ Project in _____
Township, Berks County, Pennsylvania, pursuant to plans, Specifications, and other Contract
Documents incorporated into said Bid by reference; and it is a condition of the Obligee's receipt
and consideration of said Bid that such Bid shall be accompanied by Bid Security to be held by
the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall, in the event
of acceptance of his Bid by Obligee and within the period specified therefore in the Bid
Documents, enter into a written agreement with the Obligee, in accordance with the Bid as
accepted, and give a Performance Bond and a Payment Bond to the Obligee with good and
sufficient surety or sureties, as may be required for the faithful performance and proper
fulfillment of the Contract, in the form specified by the Owner, and furnish required certificates
of insurance, and shall enter into such Contract and shall furnish a waiver of liens, in all respects
as required by the Bid Documents, then this obligation shall be void and of no effect, but
otherwise it shall remain in full force. In the event of the failure to enter into such Contract, give
such bonds, furnish such waiver of liens, and furnish such certificates within the time specified,
the Principal and Surety shall pay to the Obligee the difference between the amount of the
Principal's accepted Bid and any higher amount for which the Obligee may contract for the
required work, as well as any advertising, architectural fees, legal fees (e.g., fees of attorneys,
paralegals and other legal professionals) and other costs and expenses incurred by the Obligee by
reason of the default; provided, however, that the obligations of the Surety hereunder shall not
exceed the amount of this Bid Security together with interest.

**SECTION FOUR
FORM OF BID BOND**

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bid Bond the day and year aforementioned.

(Individual Principal) _____ (SEAL)
(Signature of Individual)

Witness: _____ Trading and Doing Business as: _____

(Partnership Principal) _____
(Name of Partnership)

Witness: _____
By: _____ (SEAL)
By: _____ (SEAL)

(Corporation Principal) _____
(Name of Corporation)

Attest: _____ By: _____
(Asst.) Secretary (Vice) President

(CORPORATE SEAL)

OR (if applicable)

Attest: _____ *By: _____
Authorized Representative

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

(Corporate Surety) _____
(Name of Surety)

**SECTION FOUR
FORM OF BID BOND**

Witness or Attest:

**By: _____
Title

(CORPORATE SEAL)

**Attach an appropriate Power of Attorney, dated as of the same date as this Bid Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bid Bond the day and year aforementioned.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am
the _____ of the Corporation named as PRINCIPAL, in the within Bid
Bond; that _____ who signed the said Bid
Bond on behalf of the Principal was then _____ of said
Corporation; that I know the signee's signature, and the signature thereto is genuine; and that said
Bid Bond is duly signed, sealed and attested for on behalf of said Corporation by authority of its
governing body.

(Secretary) (SEAL)

**SECTION FIVE
FORM OF PERFORMANCE BOND**

**COUNTY OF BERKS
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Principal"), and _____, a corporation organized and existing under the laws of the _____ of _____, having its principal office at _____, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound unto the COUNTY OF BERKS 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, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated _____, 20____ (the "Bid"), to deliver _____ to the Obligee, in connection with the _____ Project located in Berks County, Pennsylvania pursuant to plans, Specifications and other related documents, constituting the Bid Documents, which are incorporated into the Bid by reference (the "Contract Documents"); and

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 Bid, the Principal shall furnish this Performance Bond to the Obligee, with this Performance Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Bid; and

SECTION FIVE FORM OF PERFORMANCE BOND

WHEREAS, it also is a condition of the Contract Documents that this Performance Bond shall be furnished by the Principal to the Oblige; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Performance Bond to the Oblige, and if the Oblige shall make an award to the Principal in accordance with the Bid, then the Principal and the Oblige shall enter into an agreement with respect to performance of such Work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Performance Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall 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 Contract Documents by the Principal or growing out of the performance of the Contract Documents by the Principal, and if the Principal shall indemnify completely, defend and save harmless the Oblige and all of its officers, agents and employees from any and all costs and damages, including, but not limited to, liquidated damages which the Oblige 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 Oblige any and all costs and expenses which the Oblige and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and professional fees resulting from such default or failure of the Principal, consequential, incidental and delay damages resulting from such default or failure of the Principal, liquidated damages in accordance with the Contract Documents and actual damages caused by delayed performance or non-performance of the Contract Documents if liquidated damages are not provided for in the Contract Documents, and (b) if the Principal shall remedy, without cost to the Oblige, all defects which may develop during the period of one (1) year from the date of final completion by the Principal and acceptance of the Oblige of the Work to be performed under the Contract Documents, which defects, in the sole judgment of the Oblige or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Performance Bond shall be void; otherwise, this Performance Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, legal fees and professional fees resulting from the default or failure of Principal, consequential, incidental and delay damages resulting from such default or failure of the Principal, liquidated damages in accordance with the Contract Documents and actual damages caused by delayed performance or non-performance of the Contract Documents if liquidated damages are not provided for in the Contract Documents, shall be payable by Principal and Surety upon demand of Oblige; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond, as this Performance Bond is amended, whether automatically or in writing, in accordance with the terms hereof.

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

SECTION FIVE
FORM OF PERFORMANCE BOND

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 under the Contract Documents, and/or any giving by the Obligees 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 Obligees toward the other with respect to the Contract Documents, and/or the reduction of any percentage to be retained by the Obligees as permitted by the Contract Documents, shall not release and/or discharge, 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 Performance 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.

Provided, that it is expressly agreed that this Performance Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Contract Documents not increasing the contract sum in the aggregate by more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended and the Surety, for value received, does waive notice of any such amendment to the Contract Documents not increasing the contract sum in the aggregate by more than twenty percent (20%). The term "Amendment", wherever used in this Performance Bond and whether referring to this Performance Bond or the Contract Documents shall include, without limitation, any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligees and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In the event that the Obligees incur legal fees for actual or potential default or enforcement of its rights under the Contract Documents or Performance Bond, the Surety agrees to pay for all legal fees and costs incurred by the Obligees.

Any dispute resolution proceeding, legal or equitable, under this Performance Bond, shall be instituted in the Court of Common Pleas of Berks County and not elsewhere. In such dispute resolution proceeding, Obligees may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Performance Bond shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

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

(Individual Principal)

WITNESS:

_____(SEAL)
(Signature of Individual)

**SECTION FIVE
FORM OF PERFORMANCE BOND**

Trading and Doing Business as

(Partnership Principal)

WITNESS:

(Name of Partnership)

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(Corporate Principal)

ATTEST:

(Name of Corporation)

Secretary (Assistant Secretary)

By: _____ (SEAL)
President (Vice President)

(CORPORATE SEAL)

or (if appropriate)

WITNESS:

(Name of Corporation)

*By: _____
(Authorized Representative)

*Attach appropriate proof, with raised corporate seal, dated as of the same date as the Performance Bond, evidencing authority to execute on behalf of the corporation.

SECTION FIVE
FORM OF PERFORMANCE BOND

* * * * *

(Corporate Surety)

WITNESS:

(Name of Corporation)

**By: _____

(Attorney-in-Fact)

**Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the Performance Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety. Performance

**SECTION SIX
FORM OF PAYMENT BOND**

COUNTY OF BERKS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____,
as Principal (the "Principal"), and _____, a company organized and
existing under the laws of the _____ of _____, with a principal
office at _____
_____, and authorized to do business in the Commonwealth of
Pennsylvania, as Surety (the "Surety"), are held and firmly bound, unto the COUNTY OF BERKS
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, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated
_____, 20__ (the "Bid"), to perform _____ Work for the Obligee,
in connection with the _____ Project located in _____
_____ Township, Berks County, Pennsylvania, pursuant to Drawings, Specifications and
other related documents, constituting the Bidding Documents, which are incorporated into the Bid
by reference (the "Contract Documents"); and

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 as 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 Bid, the Principal shall furnish this Payment Bond
to the Obligee, with this Payment Bond to become binding upon the award of a contract to the
Principal by the Obligee in accordance with the Bid; and

SECTION SIX FORM OF PAYMENT BOND

WHEREAS, it also is a condition of the Contract Documents that this Payment Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Payment Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter into an agreement with respect to performance of such Work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Payment Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the Work under the Contract Documents 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, without limitation, any amendment, extension or addition to the Contract Documents, for material furnished, labor supplied or labor performed, then this Payment Bond shall be void; otherwise, this Payment Bond shall be and shall remain in force and effect.

This Payment Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal, any subcontractor of the Principal, any assignees of the Principal, or any assignees of any subcontractor of the Principal in the prosecution of the Work covered by the Contract Documents, including, without limitation, any amendment, extension or addition to the Contract Documents and is conditioned for the prompt payment of all such materials furnished and labor supplied or performed in the prosecution of any portion of the Work. The term "claimant", when 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, without limitation, 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 Documents. As required by the Act, the provisions of this Payment 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, without limitation, 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 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 Payment 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 or any assignees

SECTION SIX FORM OF PAYMENT BOND

of any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Payment 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 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 Payment 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.

This Payment 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 under the Contract Documents, 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, and/or alterations and/or changes which materially increase the liability and/or obligations of the Principal and the Surety under this Payment Bond, shall not release, and/or discharge, 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 Payment 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 and/or other material increase in the liability and obligations of the Principal and the Surety under this Payment Bond.

Provided, that it is expressly agreed that this Payment Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Contract Documents not increasing the contract price in the aggregate by more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended and the Surety, for value received, does waive notice of any such amendment to the Contract Documents not increasing the contract price in the aggregate by more than twenty percent (20%). The term "Amendment", wherever used in this Payment Bond and whether referring to this Payment Bond or the Contract Documents, shall include any alteration, addition, extension or modification, whether material or not, and of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**SECTION SIX
FORM OF PAYMENT BOND**

In the event that the Obligee incurs legal fees (e.g., fees of attorneys, paralegals and other legal professionals) for actual or potential default or enforcement of its rights under the Contract Documents or Payment Bond, the Surety agrees to pay for all legal fees and costs incurred by the Obligee.

Any dispute resolution proceeding, legal or equitable, under this Payment Bond, shall be instituted in the Court of Common Pleas of Berks County and not elsewhere. In such dispute resolution proceeding, Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Payment Bond shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

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

(Individual Principal)

(Signature of Individual) (SEAL)

WITNESS:

Trading and Doing Business as

(Partnership Principal)

WITNESS:

(Name of Partnership)

BY: _____ (SEAL)
Partner

BY: _____ (SEAL)
Partner

BY: _____ (SEAL)
Partner

(Corporate Principal)

**SECTION SIX
FORM OF PAYMENT BOND**

ATTEST:

(Name of Corporation)

Secretary (Assistant Secretary)

BY: _____
President (Vice President)

(CORPORATE SEAL)

or (if appropriate)

WITNESS:

(Name of Corporation)

*BY: _____
(Authorized Representative)

* Attach appropriate proof, with raised corporate seal, dated as of the same date as the Payment Bond, evidencing authority to execute on behalf of the corporation.

* * * * *
(Corporate Surety)

WITNESS:

(Name of Corporation)

**BY: _____
(Attorney-in-Fact)

** Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the Payment Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

SECTION SEVEN PURCHASE ORDER

PURCHASE ORDER

THIS PURCHASE ORDER ("Purchase Order") is made this _____ day of _____, 200__, by and between COUNTY OF BERKS, with administrative offices located at the Berks County Services Center, 633 Court Street, Reading, Pennsylvania, 19603 ("Owner"); and _____, with a principal place of business at _____ ("Contractor").

Intending to be legally bound, the parties agree as follows:

Article 1. The Contract Documents. The Contract Documents consist of this Purchase Order, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, Addenda issued prior to execution of this Purchase Order, other documents listed in this Purchase Order, and modifications issued after execution of this Purchase Order and such documents are as fully a part of the Contract as if attached to this Purchase Order or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either oral or written. An enumeration of the Contract Documents, other than modifications, appears in Article 8 of this Purchase Order.

Article 2. The Work Of This Contract.

2.1 The Contractor shall fully execute the work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

2.2 Owner may, from time to time, without invalidating the Contract, order additional work or alterations to the Contract Documents, by amending, modifying, changing, adding to, deducting from, or altering the work described in the Contract Documents. The provisions of the Contract shall apply to all such additional work and alterations with the same effect as if they were embodied in the original Contract Documents. No order for additional work or alterations given to Contractor and no cancellation of any such order shall be deemed authorized, nor shall it bind or obligate Owner in any way unless such order for additional work or alterations shall have been written and previously signed on behalf of Owner by an authorized representative of Owner. Where work commenced by Contractor prior to the time a claim is made by Contractor that such work is not provided for in the Contract Documents, and where Owner shall not have issued a written, signed order for additional work in accordance with the Contract Documents, such work shall be deemed to have been included in the original Contract Documents and shall not be considered an order to perform additional work or alteration under the Contract.

2.2.1 Prior to performing any additional work, Contractor shall furnish detailed written estimates of the cost of additional work involved to the Owner in a manner that is satisfactory to the Owner.

SECTION SEVEN PURCHASE ORDER

2.2.2 Any order by the Owner to the Contractor for additional work or alterations given pursuant to the Contract Documents may recite that the Contract Sum will be adjusted either up or down, in which event the Contract Sum shall be adjusted at the option of the Owner, in its discretion, on any of the following bases that may be designated by the Owner:

- (1) By estimate, negotiation or acceptance of a lump sum;
- (2) The unit prices set forth in Paragraph 4.4 of this Purchase Order or if no such unit prices exist, then the best applicable unit prices that may be agreed upon by both the Contractor and the Owner;
- (3) By cost and a percentage fee, or by cost and a fixed fee, in each case subject to a guaranteed maximum price;
- (4) On the basis of the reasonable value of the additional work or alterations required of the Contractor;
- (5) In the case of an omission of any work by the Contractor, the Contract Sum shall be reduced in an amount equal to the estimated, but reasonable value of the work omitted by the Contractor in relation to the Contract Sum; or
- (6) Any combination of the above bases.

2.2.3 If any order given by the Owner to the Contractor for additional work or alterations given pursuant to the Contract Documents does not specify the amount or rate by which the Contract Sum, shall be adjusted, then there shall be no adjustment in the Contract Price unless within a reasonable time not exceeding seven (7) calendar days after delivery of such order and, in any event before the commencement of the particular work in question, Contractor shall submit a written claim to Owner for an adjustment, or further adjustment in the Contract Sum. If an order given by the Owner to the Contractor for additional work or alterations does not recite that the time for the completion of the work will be extended or shortened, then there shall be no such extension or shortening. If Owner so chooses, such order may recite that said time will be extended or shortened by a stated amount, in which case there shall be no further extension or shortening of said time, unless Contractor within the time for submitting a written claim for adjustment in the Contract Sum under this Paragraph 2.2.3 shall submit a written claim to Owner for a different extension or shortening of said time. Upon delivery of any such claim by Contractor to Owner, Owner shall have the right to cancel the additional order for changes giving rise to such claim by Contractor, but if Owner does not cancel same, then Owner and Contractor shall endeavor to agree on the amount by which the Contract Sum should be adjusted, or on the date when all of said work shall be completed. If agreement on any of said points is reached, it shall be reduced to writing and signed by authorized representatives of both Contractor and Owner. Should Owner and Contractor fail to

**SECTION SEVEN
PURCHASE ORDER**

reach an agreement on all of said points within a reasonable time, Owner may, nevertheless, direct Contractor to proceed with the Work as ordered.

Article 3. Start of Work and Substantial Completion. The Contract shall commence on _____, 200__ and expire on _____, 200__ (“Contract Period”). The Contractor acknowledges that the time period for completion of the work described in the Contract Documents is suitable to enable the Contractor to complete such work in full compliance with all applicable codes, laws, ordinances and regulations affecting the project. Notwithstanding the foregoing, the Owner reserves the right, in the Owner’s sole and absolute discretion, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions except that the contract price for the additional time period shall be a pro rated amount of the Contract Sum set forth in Section 4.2 of this Purchase Order. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

Article 4. The Contract Sum.

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract.

4.2 The Owner shall pay the Contractor _____ Dollars (\$_____) (“Contract Sum”) in current funds, subject to additions and deductions as provided in the Contract Documents, for the Contractor’s proper performance of the work in accordance with the Contract Documents during the Contract Period.

4.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by Owner:

4.4 Unit prices, if any, are as follows:

4.5 The Contractor shall deliver _____ within five (5) days of the Owner’s request for delivery. Transportation terms are F.O.B. DESTINATION for all deliveries. The Contract Sum includes, without limitation, all transportation, delivery, placement, handling charges, overhead, labor and profit, etc. Furthermore, the Contractor should

SECTION SEVEN PURCHASE ORDER

confirm with the Owner the delivery requirements before making delivery. In emergency situations, the Contractor shall deliver _____ within forty-eight (48) hours after the Owner's request for delivery.

Article 5. Payments. Based upon invoices submitted to the Owner by the Contractor, the Owner shall make payments on account of the Contract Sum to the Contractor as provided in Section 34 of the Instructions to Bidders and General Conditions of Contract.

Article 6. Termination. The Contract may be terminated by the Owner as provided in Section 44 of the Instructions to Bidders and General Conditions of Contract.

Article 7. Miscellaneous Provisions.

7.1 The Owner's representative is _____

7.2 The Contractor's representative is _____

7.3 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party. Any proposed replacement for the Contractor's representative must be approved by the Owner in writing.

7.4 All terms, provisions, covenants and agreements contained in the Contract Documents shall extend to and be obligatory on the successors and assigns of the Contractor and Owner, but Contractor shall not assign the Contract, or any part thereof, or any of the payments to become due under the Contract, or any portion thereof, nor delegate any duties except with the written consent of the Owner.

7.5 No waiver, modification, or amendment of any terms, condition or provision of the Contract Documents shall be valid against the Owner or of any force or effect against the Owner unless made in writing by the Owner, signed by the Owner and specifying with particularity the nature and extent of such waiver, modification, or amendment. The signing of such writing(s) by the Owner in any instance(s) shall in no event be construed to be a general waiver, abandonment, modification of, or amendment to any of the terms, conditions, or provisions of the Contract Documents, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing(s).

7.6 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION SEVEN PURCHASE ORDER

7.7 This Purchase Order may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Article 8. Enumeration of Contract Documents. The Contract Documents, except for modifications issued after execution of this Purchase Order, are enumerated as follows:

- 8.1 This Purchase Order.
- 8.2 The Instructions to Bidders and General Conditions of Contract.
- 8.3 The Supplementary and other conditions of the Contract listed on Exhibit “A” to this Purchase Order.
- 8.4 The Specifications listed on Exhibit “A” to this Purchase Order.
- 8.5 The Drawings listed on Exhibit “A” to this Purchase Order.
- 8.6 The Addenda listed on Exhibit “A” to this Purchase Order.
- 8.7 The Advertisement for Bids.
- 8.8 Bid Form.
- 8.9 Payment Bond (if required pursuant to Section 13 of the Instructions to Bidders and General Conditions of Contract).
- 8.10 Performance Bond (if required pursuant to Section 13 of the Instructions to Bidders and General Conditions of Contract).
- 8.11 Waiver of Liens
- 8.12 Non-Collusion Affidavit
- 8.13 Subcontractors List
- 8.14 Equipment Suppliers List
- 8.15 Alternates/Substitution List
- 8.16 List of Statutes
- 8.17 Other documents, if any, forming part of the Contract Documents are as follows:

**SECTION SEVEN
PURCHASE ORDER**

8.18 The various documents constituting the Contract Documents and the provisions therein contained are mutually dependent and complementary, and what is called for by any one of the Contract Documents shall be binding as if called for by all of the Contract Documents. All parts of the Contract Documents shall be construed so as to be consistent with each other, if possible, but in the event of conflicts, inconsistencies or discrepancies between and/or within the Contract Documents, or any part thereof, the Contractor shall (1) provide the better quality or greater quantity of the work; or (2) comply with the more stringent requirement, or both, in accordance with the Owner's interpretation.

This Purchase Order is entered into as of the day and year first above written.

OWNER:
COUNTY OF BERKS

Attest: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

CONTRACTOR:

Insert name of Contractor

Attest: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

**SECTION EIGHT
BID FORM**

BID FORM – _____

County of Berks
Berks County Services Center
633 Court Street
Reading, PA 19603

DATE _____

BIDDER _____

Re: County of Berks

The following Bid is submitted in response to your Advertisement to Bid.

This Bidder agrees to furnish bonds required by Instructions to Bidders and General Conditions. Bid Security in the amount required by Instructions to Bidders and General Conditions is enclosed. It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within ten (10) days after notification of Award of Contract, enter into a Contract and provide the required bonds and insurance.

This Bidder has carefully examined all CONTRACT DOCUMENTS and the BID DOCUMENTS and certifies that it fully understands the requirements thereof. This Bidder agrees that, after notification of Award of Contract, it will furnish and deliver the materials, tools, equipment, tests, transportation, secure permits and licenses, do and perform labor, superintendence and means of construction, pay fees and do incidental work, and execute, construct and finish the aforesaid in an expeditious, substantial and workmanlike manner; in accordance with the Bid Documents and the Contract Documents to the complete satisfaction and acceptance of the Owner for the price hereinafter stated.

Bidder understands that the Award of Contract will be preconditioned on submittal to the Owner of a Certificate of Insurance, Payment Bond and Performance Bond as outlined in the Instructions to Bidders and General Conditions.

Bidder understands the following supplement to the Bid Form must be submitted concurrent with this bid submission.

Bid Security Form (Bid Bond)
Non-Collusion Affidavit

Bidder understands the following supplement to the Bid Form must be submitted, if applicable, when directed to do so by the Owner, or Owner's agent.

Performance Bond
Payment Bond
Waiver of Liens
Financial Statements
Subcontractors List
Equipment Suppliers List
Alternates/Substitution List

**SECTION EIGHT
BID FORM**

Bidder's Handwritten Initials _____

BID FORM

This Bid is submitted with the definite understanding that Bids are valid for acceptance by the County of Berks and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof unless the Award of Contract is delayed due to required approvals of other governmental agencies, or sale of bonds, in which case, Bids shall be irrevocable for one hundred twenty (120) days in compliance with Act 1978-317, approved November 26, 1978.

It is understood that the Owner reserves the right to reject any or all Bids, or part thereof or items therein, and to waive technicalities required for the best interests of the Owner. Omission of any information may be sufficient cause for rejection of this Bid. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

The undersigned will not assign its Bid or any of its rights or interests thereunder without the written consent of the Owner.

The Base Bid and other required information are submitted in the spaces provided. Handwritten initials on each page of this Bid Form identify each as a part of this Bid.

BASE BID for SIXTEEN (16) MONTH PERIOD

The sum of _____ Dollars
(\$ _____) for the County of Berks _____ Project.

UNIT PRICE (to be used for add/deduct purposes as per Section 3, Paragraph 3.2)

Court Street Canopy (south side) Monthly Fee \$ _____

Washington Street Canopy (north side) Monthly Fee \$ _____

COST BREAKDOWN

Total shall equal Base Bid.

Bonds \$ _____

Court Street Canopy (south side) \$ _____

Washington Street Canopy (north side) \$ _____

Contract \$ _____

**SECTION EIGHT
BID FORM**

** Cost breakdowns are for administrative purposes only, and will not be used to determine the lowest possible bidder.*

ALTERNATES

The following listed alternate prices shall be filled in and submitted with the Bid Form. It is agreed that all Work to be performed under accepted alternate prices shall conform to the applicable Contract Documents, and shall include all Work in connection with or consequent to the alternate price Work to produce a complete installation.

Alternate prices shall be all inclusive of the cost of materials, Work, profit, supervision, administration and any and all other costs in connection therewith for Work in place and accepted or omitted as the case may be, and shall hold for the same period as the Bid.

Bidder's Handwritten Initials _____

BID FORM

The undersigned hereby proposes the following prices for Alternates, the selection of which shall be at the Owner's option:

A. _____
1. _____
Add/(Deduct) \$ _____

B. _____
1. _____
Add/(Deduct) \$ _____

ADDENDA

The Bidder acknowledges receipt of Addenda listed below which have been issued during the bidding period and agrees that said Addenda shall become part of the Contract (Bidder shall list numbers and dates of Addenda received).

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

**SECTION EIGHT
BID FORM**

IDENTIFICATION OF BIDDER

Company _____ Phone _____

Address _____

Please check the appropriate category:

_____ Sole Proprietorship
_____ Pennsylvania Corporation

_____ Partnership
_____ Foreign Corporation Registered in PA

The undersigned hereby certifies that this Bid is genuine and not sham, collusive or fraudulent or made in the interest of or on behalf of any person, firm, or corporation not herein named; and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham Bid, or any other person, firm or corporation from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

Bidder's Handwritten Initials _____

BID FORM

SIGNATURES

Witness or Attest:

An Officer, if Bidder is corporation, if not
corporation, any competent adult

Owner, Partner, or President/Vice President*

* Bidder to circle appropriate term.

Bidder's Handwritten Initials _____

BID FORM

**SECTION NINE
SUBCONTRACTORS LIST**

COUNTY OF BERKS

SUBCONTRACTORS LIST

Herewith is the List of Subcontractors who will perform the Work on the Project referenced in the Bid submitted by:

(Bidder)

_____ to

(Owner)

dated _____ and which is an integral part of the Bid Form.

The following Work will be performed or provided by the named Subcontractors and coordinated by us:

**SECTION OF WORK
(SPEC SECTION)**

SUBCONTRACTOR / TELEPHONE NO.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**SECTION TEN
EQUIPMENT SUPPLIERS LIST**

COUNTY OF BERKS

EQUIPMENT SUPPLIERS LIST

Herewith is the List of the Suppliers of Equipment to be installed in the Project referenced in the Bid submitted by:

(Bidder)

to

(Owner)

dated _____ and which is an integral part of the Bid Form.

**EQUIPMENT
COMPONENTS OR
ITEMS**

SUPPLIER / TELEPHONE NO.

**SECTION ELEVEN
ALTERNATIVES/SUBSTITUTION LIST**

COUNTY OF BERKS

ALTERNATES /SUBSTITUTION LIST

The following is the list of Alternate/Substitute Equipment or material included within the Bid submitted by:

_____ to
(Bidder)

(Owner)

dated _____ and which is an integral part of the Bid Form.

SPECIFICATION SECTION NO.	COMPONENT DESCRIPTION	SPECIFIED MANUFACTURER	ALTERNATE/ SUBSTITUTE MANUFACTURER
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

COUNTY OF BERKS

NON-COLLUSION AFFIDAVIT

CONTRACT NO. _____

Commonwealth of Pennsylvania :
: S.S.
County of _____ :

I state that I am _____ of _____ the Bidder
(Title) (Name of My Company),
that submitted the attached Bid and that I am authorized to make this affidavit on behalf of my
company, its owners, directors, and officers. I am the person responsible in my company for the
price(s) and the amount of this Bid.

I state that:

(1) The price(s) and amount of this Bid have been arrived at independently and
without consultation, communication or agreement by the Bidder, any of its sureties, agents,
representatives, owners, employees, or parties in interest with any other contractors, bidders,
potential bidders or any other sureties, agents, representatives, owners, employees or parties in
interest of any other contractors, bidders or potential bidders. The price(s) 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 sureties, agents, representatives, owners,
employees, or parties in interest, including this affidavit.

(2) Neither the price(s) nor the amount of this Bid, and neither the approximate
price(s) nor approximate amount of this Bid, have been disclosed to any other company or
person who is a bidder, potential bidder or a surety, agent, representative, owner, employee or
party in interest of any other contractor, bidder or potential bidder, and they will not be disclosed
before opening bid.

(3) No attempt has been made or will be made to induce any company or person to
refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any
collusive or intentionally high or non-competitive Bid or other form of complementary Bid.

(4) The Bid of my company is made in good faith and not pursuant to any agreement
or discussion with, or inducement from, any bidder, potential bidder or a surety, agent,
representative, owner, employee or party in interest of any other contractor, bidder or potential
bidder to submit a complementary or other non-competitive Bid.

(5) _____, its affiliates, subsidiaries, officers, directors, and
(Name of My Company)

**SECTION TWELVE
NON-COLLUSION AFFIDAVIT**

employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of My Company)
above representations are material and important, and will be relied on by the County of Berks in awarding the contract(s) for _____ which this Bid is submitted.

I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Berks of true facts relating to the submission of Bids for this contract.

(Name and Position in Company)

**SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF _____, 200__**

Notary Public
My Commission Expires:

**SECTION THIRTEEN
WAIVER OF LIENS**

COUNTY OF BERKS

WAIVER OF LIENS/MECHANICS' LIEN WAIVER

Berks County, Pennsylvania _____, 200__

OWNER: County of Berks ("Owner")

CONTRACTOR: _____ ("Contractor")

CONTRACT: Contract between Owner and Contractor dated _____, 200__.

PROJECT: All labor and material necessary for the County of Berks
_____ project in Berks County,
Pennsylvania ("Project").

1. Contractor hereby stipulates and agrees for payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that Contractor, any Subcontractor, any Sub-subcontractor, any materialman, or any other person furnishing labor or materials to any of them, shall not file a lien, commonly called a mechanics' lien, or claim for any and all amounts that are, from time-to-time, owed by the Owner against the Project or improvements thereon, and any leasehold interests therein, or any part thereof, for any labor or materials furnished. All Subcontractors, Sub-subcontractors, materialmen, or any other person furnishing labor or materials to any of them or to the Contractor for the Project or improvements thereon, any leasehold interests therein, or any part thereof, shall look to and hold the Contractor personally liable for all Subcontracts, labor or materials furnished to the Project or improvements thereon, so that there shall not be any legal or lawful claim of any kind whatsoever against the Owner for and about the erection, construction and completion of the Project or improvements thereon, and any leasehold interests therein, or any part thereof, or with respect to labor and materials furnished under any supplemental contract or arrangement for extra work in connection with alterations and related improvements on the Project and any leasehold interests therein, or any part thereof.

2. This Waiver of Liens/Mechanics' Lien Waiver, waiving the right of lien, shall be an independent covenant and shall also operate and be effective with respect to work done and materials furnished under any supplemental contract or arrangement for extra work in connection with alterations and related improvements at the Project and any leasehold interests therein.

3. In the event Contractor, any Subcontractor, any Sub-subcontractor, any materialman, or any other person furnishing labor and materials to any of them, files any mechanics' lien or claim, each hereby irrevocably waives any right to jury trial in any action to strike or discharge the lien.

SECTION THIRTEEN WAIVER OF LIENS

4. Without limitation of the foregoing, this Waiver of Liens/Mechanics' Lien Waiver is made and intended to be filed with the Office of the Prothonotary of the county or counties in which the Project is located in accordance with the requirements of Section 402 of the Mechanics' Lien Law of 1963 of the Commonwealth of Pennsylvania (49 P.S. § 1402), as amended and supplemented.

5. Each of the terms, provisions, covenants, conditions of this Waiver of Liens/Mechanics' Lien Waiver, as the case may be, shall be binding upon and inure to the benefit of Owner, Contractor, each Subcontractor of Contractor, each Sub-subcontractor of each Subcontractor, and each party acting for, through, or under Contractor, Subcontractor, or Sub-subcontractor, and their respective heirs, executors, administrators, successors and assigns.

6. In order to give the Owner full power and authority to protect itself and the Project against any and all claims filed by the Contractor, any Subcontractor, any Sub-subcontractor, any materialmen, any other person furnishing labor or materials to any of them, or anyone acting under or through them in violation of the foregoing covenant, the said Contractor, for itself and all persons or entities acting through it, hereby irrevocably authorizes and empowers any Attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear for it or any of them, in any of the said Courts of Common Pleas as Attorney for it and in its name, mark any and all claims satisfied of record at the cost and expense of the Contractor, including, without limitation, all legal fees (e.g., fees of attorneys, paralegals, and any other legal professionals) related thereto, any and all claims or claim, lien or liens, filed by or for the Contractor, any Subcontractor, any Sub-subcontractor, any materialmen, any other person furnishing labor or materials to any of them, or anyone acting under or through them in violation of the foregoing covenant, or in its or their name against the Project or any part thereof. For such act or acts this shall be good and sufficient warrant and authority and a reference to the Court, Term, and Number in which and where this Waiver of Liens/Mechanics' Lien Waiver shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor does hereby remise, release and quit-claim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in anyway touching or concerning the same.

7. In the event of a dispute between the Contractor and the Owner, to the extent that the Owner incurs any legal fees, professional fees, or other costs or expenses in defending, removing, marking satisfied any mechanics' liens or any other expenses incurred by Owner in connection with mechanics' lien claims and/or judgments related to the Project, the Contractor will be solely responsible for those amounts incurred by the Owner, which will be deducted to the extent available, from any amounts due the Contractor under the Contract. If the amount due the Contractor is not sufficient to cover such cost, the Contractor shall pay the difference to the Owner within ten (10) days of receipt of the Owner's invoice for such legal fees, professional fees or other costs and expenses.

[signature page follows]

IN WITNESS WHEREOF, Contractor, acting by its duly authorized officers and intending to be legally bound, has hereunto caused this instrument to be duly executed as of the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA :
 :
 : ss.
COUNTY OF _____ :

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: _____

Please index this instrument in the name of the Owner as Plaintiff and Contractor as Defendant and in the name of the Owner as Defendant and Contractor as Plaintiff.

**SECTION FOURTEEN
LIST OF STATUTES**

PENNSYLVANIA STATUTES

I. Purdon's Statutes – Title 3 (Agriculture)

Pennsylvania Fertilizer Act, Act of Dec. 13, 2001 (P.L. 876, No. 97 § 1), 3 Pa.C.S.A. § 6701 et seq.

Pennsylvania Soil and Plant Amendment Act, Act of Dec. 13, 2001 (P.L. 876, No. 97 § 1), 3 Pa.C.S.A. § 6901 et seq.

Pennsylvania Pesticide Control Act of 1973, Act of March 1, 1974 (P.L. 90, No. 24), as amended, 3 P.S. 111.21 et seq.

Agricultural Liming Materials Act, Act of March 17, 1978 (P.L. 15, No. 9), as amended, 3 P.S. 132-1 et seq.

Noxious Weed Control Law, Act of April 7, 1982 (P.L. 228, No. 74), as amended, 3 P.S. 255.1 et seq.

Pennsylvania Plant Pest Act of 1992, Act of December 16, 1992 (P.L. 1228, No. 162, § 1), as amended, 3 P.S. 258.1 et seq.

Soil Conservation Law, Act of May 15, 1945 (P.L. 547, § 1), as amended, 3 P.S. 849 et seq.

(Relating to Weather Modification), Act of January 19, 1968 (P.L. (1967) 1024, § 1), as amended, 3 P.S. 1101 et seq.

II. Purdon's Statutes – Title 16 (Counties)

(Relating to Land Use), Act of January 13, 1966 (P.L. (1965) 1292, § 1), as amended, 16 P.S. 11941 et seq.

III. Purdon's Statutes – Title 18 (Crimes and Offenses)

The Crimes Code, Act of December 6, 1972 (P.L. 1482, No. 334), as amended, 18 Pa.C.S.A. 101 et seq.

IV. Purdon's Statutes – Title 30 (Fish)

The Fish and Boat Code, Act of October 16, 1980 (P.L. 996, No. 175), as amended, 30 Pa.C.S.A. 101 et seq.

SECTION FOURTEEN

LIST OF STATUTES

V. Purdon's Statutes – Title 32 (Forests, Waters and State Parks)

(Relating to Water Power and Water Supply Permits), Act of June 14, 1923 (P.L. 704, § 1), as amended, 32 P.S. 591 et seq.

Water Well Drillers License Act, Act of May 29, 1956 (P.L. (1955) 1840, § 1), as amended, 32 P.S. 645.1 et seq.

(Relating to Flood Control), Act of August 7, 1936 (P.L. 106, 1st Ex. Sess., No. 46), as amended, 32 P.S. 653 et seq.

Flood Plain Management Act, Act of October 4, 1978 (P.L. 851, No. 166), as amended, 32 P.S. 679.101 et seq.

Storm Water Management Act, Act of October 4, 1978 (P.L. 864, No. 167), as amended, 32 P.S. 680.1 et seq.

Dam Safety and Encroachments Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. 693.1 et seq.

(Relating to Stream Clearance), Act of June 5, 1947 (P.L. 422, § 1), as amended, 32 P.S. 701 et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134, § 1), as amended, 32 P.S. 741 et seq. *Repealed in Part.* Section 4 of 1981, May 1, P.L. 22 No. 9, repeals this section to “the extent it required one of the members of the Interstate Commission on the Potomac River Basin to be a member of the Pennsylvania Commission on Interstate Cooperation.”

(Relating to Schuylkill River Pollution), Act of June 4, 1945 (P.L. 1383, § 1), as amended, 32 P.S. 751.1 et seq.

(Relating to Delaware River Pollution), Act of April 19, 1945 (P.L. 272, § 1), as amended, 32 P.S. 815.31 et seq.

Delaware River Basin Compact, Act of July 7, 1961 (P.L. 518, §§ 1 to 3), as amended, 32 P.S. 815.101 et seq.

Ohio River Valley Water Sanitation Compact, Act of April 2, 1945 (P.L. 103, § 1), as amended, 32 P.S. 816.1 et seq.

Great Lakes Protection Fund Act, Act of July 6, 1989 (P.L. 215, No. 34), as amended, 32 P.S. 817.11 et seq.

SECTION FOURTEEN LIST OF STATUTES

Brandywine River Valley Compact, Act of September 9, 1959 (P.L. 848, § 1), as amended, 32 P.S. 818 et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967 (P.L. 189, § 1), as amended, 32 P.S. 819.1 et seq.

Susquehanna River Basin Compact, Act of July 17, 1968 (P.L. 368, No. 181), as amended, 32 P.S. 820.1 et seq.

Scenic Rivers Act, as amended, 32 P.S. 820.21 et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985 (P.L. 64, No. 25), as amended, 32 P.S. 820.11 et seq.

(Relating to Preservation and Acquisition of Land for Open Space Uses), Act of January 19, 1968 (P.L. (1967) 992, § 1), as amended, 32 P.S. 5001 et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968 (P.L. (1967) 996, § 2), as amended, 32 P.S. 5101 et seq.

Bluff Recession and Setback Act, Act of May 13, 1980 (P.L. 122, No. 48), as amended, 32 P.S. 5201 et seq.

Wild Resource Conservation Act, Act of June 23, 1982 (P.L. 597, No. 170), as amended, 32 P.S. 5301 et seq.

Cave Protection Act, Act of November 21, 1990 (P.L. 539, No. 133), as amended, 32 P.S. 5601 et seq.

Rails to Trails Act, Act of December 18, 1990 (P.L. 748, No. 188), as amended, 32 P.S. 5611 et seq.

VI. Purdon's Statutes - Title 34 (Game)

The Game and Wildlife Code, Act of July 8, 1986 (P.L. 442, No. 93), as amended, 34 Pa.C.S.A. 101 et seq.

VII. Purdon's Statutes – Title 35 (Health and Safety)

(Relating to Public Eating and Drinking Places), Act of May 23, 1945 (P.L. 926, § 1), as amended, 35 P.S. 655.1 et seq. *Repealed in Part.* Section 6(b) of Act 1994, Dec. 12, P.L. 903, No. 131, repealed this section in so far as it is inconsistent with said act (3 Pa.C.S.A. § 6501 et seq.).

SECTION FOURTEEN

LIST OF STATUTES

The Public Bathing Law, Act of June 23, 1931 (P.L. 899, § 1), as amended, 35 P.S. 672 et seq.

The Clean Streams Law, Act of June 22, 1937 (P.L. 1987), as amended, 35 P.S. 691.1 et seq.

(Related to Commonwealth Contribution to Cost of Abating Pollution) Act of August 20, 1953 (P.L. 1217), as amended, 35 P.S. 701 et seq.

(Related to the Protection of Public Water Supply), Act of June 22, 1937 (P.L. 1987, Art. I, § 1), as amended, 35 P.S. 691.1 et seq.

Pennsylvania Safe Drinking Water Act, Act of May 1, 1984 (P.L. 206, No. 43), as amended, 35 P.S. 721.1 et seq.

Phosphate Detergent Act, Act of July 5, 1989 (P.L. 166, No. 31), as amended, 35 P.S. 722.1 et seq.

Plumbing System Lead Ban and Notification Act, Act of July 6, 1989 (P.L. 207, No. 33), as amended, 35 P.S. 723.1 et seq.

Pennsylvania Sewage Facilities Act, Act of January 24, 1966 (P.L. (1965) 1535, § 1), as amended, 35 P.S. 750.1 et seq. *Repealed in Part.* Section 15 of Act 1990, July 1, P.L. 277, No. 67, repealed this section in so far as it relates to fee payments.

Publicly Owned Treatment Works Penalty Law, Act of March 26, 1992 (P.L. 23, No. 9), as amended, 35 P.S. 752.1 et seq.

Pennsylvania Solid Waste-Resource Recovery Development Act, Act of July 20, 1974 (P.L. 572, No. 198), as amended, 35 P.S. 755.1 et seq.

(Related to Pollution from Abandoned Mines), Act of December 15, 1965 (P.L. 1075, § 1), as amended, 35 P.S. 760.1 et seq.

Sewage System Cleaner Control Act, Act of May 28, 1992 (P.L. 249, No. 41), as amended, 35 P.S. 770.1 et seq.

(Related to Camp Regulation), Act of November 10, 1959 (P.L. 1400, § 1), as amended, 35 PS. 3001 et seq.

Air Pollution Control Act, Act of January 8, 1960 (P.L. (1959) 2119, § 1), as amended, 35 P.S. 4001 et seq.

SECTION FOURTEEN

LIST OF STATUTES

(Related to Noise Pollution), Act of June 2, 1988 (P.L. 452, No. 74), as amended, 35 P.S. 4501 et seq.

Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. 6018.101 et seq. *Repealed in Part.* Section 905(b) of Act 1988, Feb. 9, P.L. 31, No. 12, § 101, the Low-Level Radioactive Waste Disposal Act (35 P.S. § 7130.101 et seq.), repealed this section insofar as it is inconsistent with said act.

(Related to Infectious and Chemotherapeutic Waste Disposal), Act of July 13, 1988 (P.L. 525, No. 93), as amended, 35 P.S. 6019.1 et seq.

Hazardous Sites Cleanup Act, Act of October 18, 1988 (P.L. 756, No. 108), as amended, 35 P.S. 6020.101 et seq.

Storage Tank and Spill Prevention Act, Act of July 6, 1989 (P.L. 169, No. 32), as amended, 35 P.S. 6021.101 et seq.

Hazardous Material Emergency Planning and Response Act, Act of December 7, 1990 (P.L. 639, No. 1650), as amended, 35 P.S. 6022.101 et seq.

Oil Spill Responder Liability Act, Act of June 11, 1992 (P.L. 303, No. 52), as amended, 35 P.S. 6023.1 et seq.

Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995 (P.L. 4, No. 2), as amended, 35 P.S. 6026.101 et seq.

Radiation Protection Act, Act of July 10, 1984 (P.L. 688, No. 147, § 101), as amended, 35 P.S. 7110.101 et seq. *Repealed in Part.* Section 17(b) of Act 1992, Dec. 18, P.L. 1638, No. 180, provides that this section is repealed insofar as it is inconsistent with said act.

Low-Level Radioactive Waste Disposal Act, Act of February 9, 1988 (P.L. 31, No. 12, § 101), as amended, 35 P.S. 7130.101 et seq.

Pennsylvania Uniform Construction Code, as amended by S.B. 1139, Session of 2004, 35 P.S. 7210.301-7210.304

Pennsylvania Worker and Community Right-to-Know Act, Act of October 5, 1984 (P.L. 734, No. 159), as amended, 35 P.S. 7301 et seq.

VIII. Purdon's Statutes – Title 36 (Highways and Bridges)

SECTION FOURTEEN LIST OF STATUTES

State Highway Law, Act of June 1, 1945 (P.L. 1242, art. I, § 101), as amended, 36 P.S. 670-101 et seq. *Repealed in Part.* Section 4 of Act 1985, July 3, P.L. 159, No. 43 repealed this act insofar as it is inconsistent with said act.

(Related to Junkyards Along Highways), Act of July 28, 1966 (P.L. 91, § 1, Sp. Sess.), as amended, 36 P.S. 2719.1 et seq.

Highway Vegetation Control Act, Act of December 20, 1983 (P.L. 293, No. 79), as amended, 36 P.S. 2720.1 et seq.

IX. Purdon's Statutes – Title 37 (Historical and Museums)

History Code, Act of May 26, 1988 (P.L. 414, No. 72, § 1), as amended, 37 Pa.C.S.A. 101 et seq.

Pennsylvania Historic Preservation Act, as amended, 37 Pa. C.S.A. 501, et seq.

X. Purdon's Statutes – Title 43 (Labor)

(Related to General Safety), Act of May 18, 1937 (P.L. 654, § 1), as amended, 43 P.S. 25-1 et seq.

Apprenticeship and Training Act, Act No. 304, P.L. 604, as amended, 43 P.S. 90.1 et seq.

Pennsylvania Prevailing Wage Act (Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653), as amended, 43 P.S. 165-1 et seq.

Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, as amended, 43 P.S. 951 et seq.

Public Employee Relations Act, as amended, 43 P.S. 1101.201 et seq.

Seasonal Farm Labor Act, Act of June 23, 1978 (P.L. 537, No. 93, § 101), as amended, 43 P.S. 1301.101 et seq.

XI. Purdon's Statutes – Title 52 (Mines and Mining)

The Coal Mine Sealing Act of 1947, Act of June 30, 1947 (P.L. 1177, § 1), as amended, 52 P.S. 28.1 et seq.

Coal Refuse Disposal Control Act, Act of September 24, 1968 (P.L. 1040, No. 318, § 1), as amended, 52 P.S. 30.51 et seq.

SECTION FOURTEEN LIST OF STATUTES

(Related to Coal Land Improvement), Act of July 19, 1965 (P.L. 216, No. 117, § 1), as amended, 52 P.S. 30.101 et seq.

(Related to Mine Fires and Subsidence), Act of April 3, 1968 (P.L. 92, No. 42), as amended, 52 P.S. 30.201 et seq.

Pennsylvania Anthracite Coal Mine Act, Act of November 10, 1965 (P.L. 721, No. 346, art. I, § 101), as amended, 52 P.S. 70-101 et seq.

(Related to Discharge of Coal into Streams), Act of June 27, 1913 (P.L. 640, § 1), as amended, 52 P.S. 631 et seq.

(Related to Caving-In, Collapse, Subsidence), Act of May 27, 1921 (P.L. 1198, § 1), as amended, 52 P.S. 661 et seq.

(Related to Subsidence), Act of September 20, 1961 (P.L. 1538, § 1), as amended, 52 P.S. 672.1 et seq.

Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 (P.L. 1095, § 2), as amended, 52 P.S. 681.1 et seq. *Repealed in Part.* Section 16 of Act 1971, Nov. 30, P.L. 554, No. 147, provided that this section repealed insofar as it is inconsistent with Act No. 147.

(Related to Control and Drainage of Water from Coal Formations), Act of July 7, 1955 (P.L. 258, § 1), as amended, 52 P.S. 682 et seq.

Pennsylvania Bituminous Coal Mine Act, Act of July 17, 1961 (P.L. 659, art. I, § 101), as amended, 52 P.S. 701-101 et seq.

(Related to Abandoned Mines), Act of May 7, 1935 (P.L. 141, § 1), as amended 52 P.S. 809 et seq.

(Related to Maps and Plans of Mines), Act of June 15, 1911 (P.L. 954, § 1), as amended, 52 P.S. 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 (P.L. 1198, § 1), as amended, 52 P.S. 1396.1 et seq. *Repealed in Part.* Section 27 of Act 1984, Dec. 19, P.L. 1093, No. 219, provides that, except as provided in § 3034 of this title, this section “is repealed to the extent that it applies to the surface mining of minerals other than bituminous and anthracite coal.”

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966 (P.L. 31, § 1, 1st Sp. Sess.), as amended, 52 P.S. 1406.1 et seq.

SECTION FOURTEEN

LIST OF STATUTES

(Related to Cave-in or Subsidence of Surface Above Mines), Act of July 2, 1937 (P.L. 2787, § 1), as amended, 52 P.S. 1407 et seq.

(Related to Coal Stripping), Act of June 18, 1941 (P.L. 133, § 1), as amended, 52 P.S. 1471 et seq.

(Related to Coal Under State Lands), Act of June 1, 1933 (P.L. 1409, § 1), as amended, 52 P.S. 1501 et seq.

(Related to Mining Safety Zones), Act of December 22, 1959 (P.L. 1994, § 1), as amended, 52 P.S. 3101 et seq.

(Related to Coal Mine Subsidence Insurance Fund), Act of August 23, 1961 (P.L. 1068, § 1), as amended, 52 P.S. 3201 et seq.

Interstate Mining Compact, Act of May 5, 1966, (P.L. 40, Sp. Sess. No. 1, § 1), as amended, 52 P.S. 3251 et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984 (P.L. 1093, No. 219, § 1), as amended, 52 P.S. 3301 et seq.

XII. Purdon's Statutes – Title 53 (Municipal Corporation)

Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988 (P.L. 556, No. 101), as amended, 53 P.S. 4000.101 et seq.

Pennsylvania Municipalities Planning Code, as amended, 53 P.S. 10101 et seq.

XIII. Purdon's Statutes – Title 58 (Oil and Gas)

Oil and Gas Conservation Law, Act of July 25, 1961 (P.L. 825), as amended, 58 P.S. 401 et seq.

Pennsylvania Used Oil Recycling Act, Act of April 9, 1982 (P.L. 314, No. 89), as amended, 58 P.S. 471 et seq.

Coal and Gas Resource Coordination Act, Act of December 18, 1984 (P.L. 1069, No. 214), as amended, 58 P.S. 501 et seq.

Oil and Gas Act, Act of December 19, 1984 (P.L. 1140, No. 223, § 101), as amended, 58 P.S. 601.101 et seq. *Repealed in Part.* Section 4 of Act 1985, July 11, P.L. 232, No. 57, repealed insofar as it is inconsistent with said act.

XIV. Purdon's Statutes – Title 62 (Procurement)

SECTION FOURTEEN

LIST OF STATUTES

Pennsylvania Prompt Pay Act, 62 Pa. C.S.A. 3931 et seq.

XV. Purdon's Statutes - Title 63 (Professions and Occupations)

Sewage Treatment Plant and Waterworks Operators' Certification Act, Act of November 18, 1968 (P.L. 1052, No. 322), as amended, 63 P.S. 1001 et seq.

XVI. Purdon's Statutes – Title 64 (Public Lands)

Pennsylvania Appalachian Trail Act, Act of April 28, 1978 (P.L. 87, No. 41), as amended, 64 P.S. 801 et seq.

XVII. Purdon's Statutes – Title 65 (Public Officers)

The Right-To-Know Law, as amended, 65 P.S. 67.101 et seq.

XVIII. Purdon's Statutes – Title 71 (State Government)

The Administrative Code of 1929, Act of April 9, 1929 (P.L. 177, No. 175), as amended, 71 P.S. 51 et seq.

Conservation and Natural Resources Act, Act of June 28, 1995 (P.L. 89, No. 18), as amended, 71 P.S. 1340.101 et seq.

XIX. Purdon's Statutes – Title 72 (Taxation and Fiscal Affairs)

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 (P.L. 131, Sp. Sess. No. 8), as amended, 72 P.S. 3946.1 et seq.

(Related to Pollution Control Devices), Act of March 4, 1971 (P.L. 6, No. 2, § 602.1, added 1971, Aug. 31, P.L. 362, No. 93, § 6), as amended, 72 P.S. 7602.1 et seq.

XX. Purdon's Statutes – Title 73 (Trade and Commerce)

(Related to Explosives), Act of July 1, 1937 (P.L. 2681), as amended, 73 P.S. 151 et seq. *Suspended in Part.* This section is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. *See 71 P.S. § 751-35.*

(Related to Explosives), Act of July 10, 1957 (P.L. 685), as amended, 73 P.S. 164 et seq. *Suspended in Part.* This section is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. *See 71 P.S. § 751-35.*

SECTION FOURTEEN LIST OF STATUTES

(Related to Black Powder), Act of May 31, 1974 (P.L. 304, No. 96), as amended, 73 P.S. 169 et seq.

(Related to Excavation and Demolition), Act of December 10, 1974 (P.L. 852, No. 287), as amended, 73 P.S. 176 et seq.

Site Development Act, Act of May 6, 1968 (P.L. 117, No. 61), as amended, 73 P.S. 361 et seq.

Steel Products Procurement Act, Act of March 3, 1978 (P.L. 6, No. 3), as amended, 73 P.S. 1881, et seq.

XXI. Purdon's Statutes – Title 75 (Vehicles)

Vehicle Code, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa.C.S.A. 101 et seq.

Snowmobile Law, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa.C.S.A. 7701 et seq.

(Related to Hazardous Materials Transport), Act of June 30, 1984 (P.L. 473, No. 99), as amended, 75 Pa.C.S.A. 8301 et seq.

XXII. Purdon's Statutes – Title 77 (Workmen's Compensation)

Pennsylvania Workmen's Compensation Act, Act of June 2, 1915 (P.L. 736), as amended, 77 P.S. 1 et seq.

Pennsylvania Occupational Disease Act, Act of June 21, 1939 (P.L. 566, No. 284), as amended, 77 P.S. 1201 et seq.

XXIII. Pennsylvania Constitution – Article 1, Section 27 (Adopted May 18, 1971).

FEDERAL STATUTES

Acid Precipitation Act of 1980 (42 U.S.C. 8901-8912)

Act to Prevent Pollution from Ships (33 U.S.C. 1901-1915)

Americans with Disabilities Act (42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611)

Agricultural Act of 1970 (16 U.S.C. 1501-1510)

SECTION FOURTEEN

LIST OF STATUTES

Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214 (15 U.S.C. 2641-2656))

Atomic Energy Act of 1954 (42 U.S.C. 2014, 2021, 2021a, 2022, 2111, 2113, 2114)

Clean Air Act (42 U.S.C. 7401-7642)

Clean Water Act (see Federal Water Pollution Control Act)

Coastal Wetlands Planning, Protection and Restoration Act (16 U.S.C. 3951-3956)

Coastal Zone Management Act of 1972 (16 U.S.C. 1451-1466)

Community Environmental Response Facilitation Act (42 U.S.C. 9620 note)

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601-9675)

Educate America Act of 1994, as amended from time to time, including, without limitation the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.)

Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11001-11050)

Endangered Species Act of 1973 (16 U.S.C. 1531-1544)

Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 791-798)

Environmental Quality Improvement Act of 1970 (42 U.S.C. 4371-4375)

Federal Facility Compliance Act of 1992 (42 U.S.C. 6901 note)

Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136-136y)

Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701-1784)

Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. 1101-1164)

Global Climate Protection Act of 1987 (15 U.S.C. 2901 note)

Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. 4611, 4612, 4661, 4662)

SECTION FOURTEEN LIST OF STATUTES

Lead-Based Paint Exposure Reduction Act (15 U.S.C. 2681-2692)

Lead Contamination Control Act of 1988 (42 U.S.C. 300j-21 to 300j-25)

Low-Level Radioactive Waste Policy Act (42 U.S.C. 2021b-2021d)

Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1401-1445)

Mining and Mineral Resources Research Institute Act of 1984 (30 U.S.C. 1221-1230)

National Climate Program Act (15 U.S.C. 2901-2908)

National Contaminated Sediment Assessment and Management Act (33 U.S.C. 1271 note)

National Environmental Policy Act of 1969 (42 U.S.C. 4321-4370b)

National Ocean Pollution Planning Act of 1978 (33 U.S.C. 1701-1709)

Noise Control Act of 1972 (42 U.S.C. 4901-4918)

Nuclear Waste Policy Act of 1982 (42 U.S.C. 10101-10270)

Oil Pollution Act of 1990 (33 U.S.C. 2701-2761)

Organotin Anti-Fouling Paint Control Act of 1988 (33 U.S.C. 2401-2410)

Outer Continental Shelf Land Act Amendments of 1978 (43 U.S.C. 1801-1866)

Pollution Prevention Act of 1990 (42 U.S.C. 13101-13109)

Public Health Service Act (42 U.S.C. 300f-300j-11)

Renewable Resources Extension Act of 1978 (16 U.S.C. 1671-1676)

Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901-6991)

Safe Drinking Water Act (see Public Health Service Act Sections 1401-1451 (42 U.S.C. 300f-300j-26))

Soil and Water Resources Conservation Act of 1977 (16 U.S.C. 2001-2009)

Solid Waste Disposal Act (42 U.S.C. 6901-6991i)

Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1201-1328)

SECTION FOURTEEN
LIST OF STATUTES

Toxic Substances Control Act (15 U.S.C. 2601-2692)

Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. 7901-7942)

Water Resources Research Act of 1984 (42 U.S.C. 10301-10309)

Wood Residue Utilization Act of 1980 (16 U.S.C. 1681-1687)

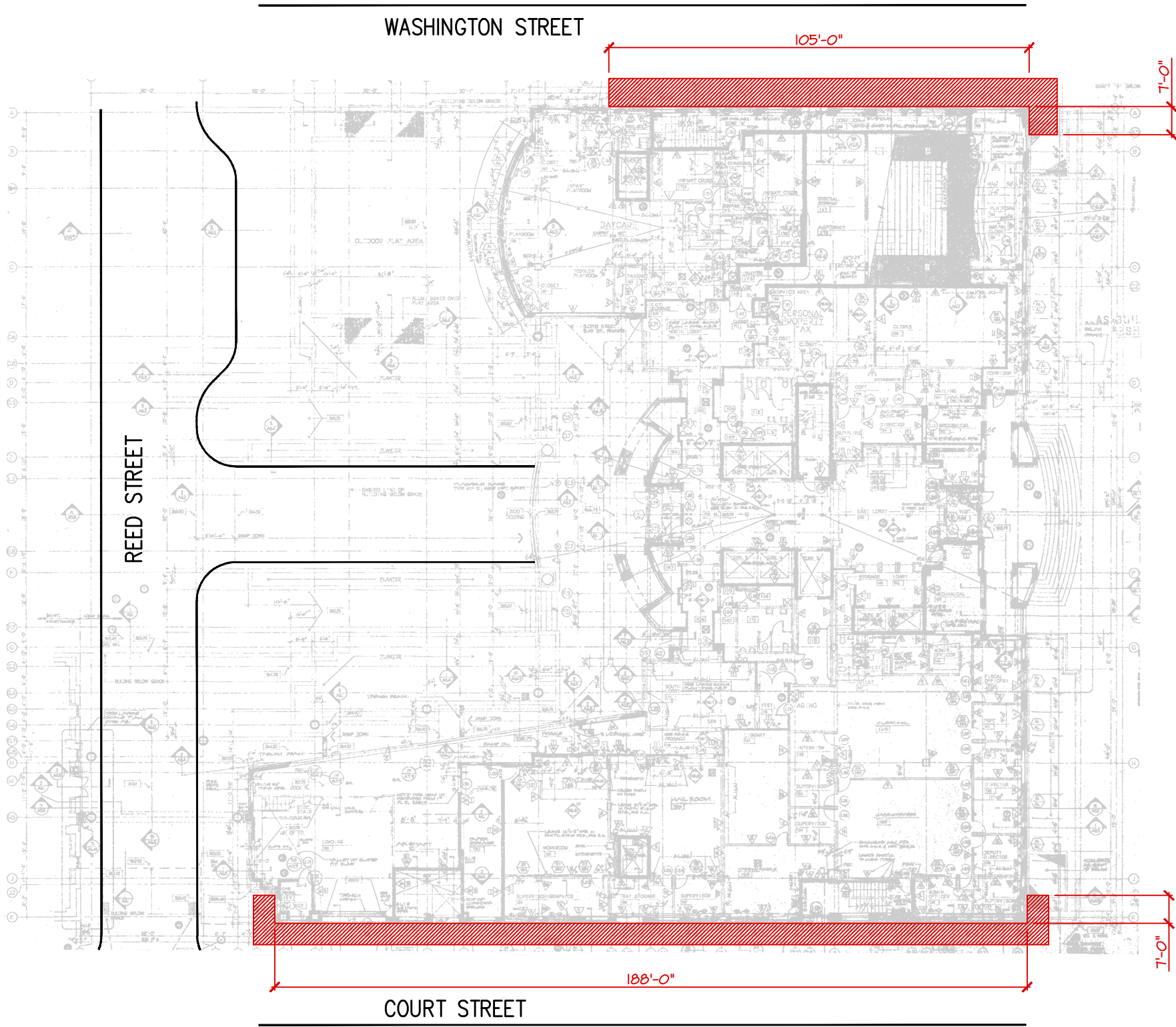
NO BID FORM

To assist the County in obtaining good competition, we ask that each firm who has received Invitation to Bid #12-2-MB, **but does not wish to submit a bid**, state their reason(s) below and return this form to the County of Berks, Attn: Purchasing Manager, 633 Court Street, 13th Floor Services Center, Reading, PA 19601.

Unfortunately, we must offer a “No Bid” at this time because:

_____ 1.	We do not wish to participate in the bid process.
_____ 2.	We do not wish to bid under the terms and conditions of the Invitation to Bid document. Our objections are: _____ _____
_____ 3.	We do not feel we can be competitive.
_____ 4.	We cannot submit a Bid because of the marketing or franchising policies of our company.
_____ 5.	We do not wish to sell to the County of Berks. Our objections are: _____ _____ _____
_____ 6.	We do not provide the items/services for which Bids are requested.
_____ 7.	Other: _____ _____ _____ _____

ATTACHMENT A



SCAFFOLD NOTES:

1. Provide two pedestrian canopies for the project. The canopies must be designed for scaffolding associated with a future facade restoration project. This future project will require that scaffold be erected on top of the canopies up to the fourth floor level, which is approximately 50' above grade.
2. The canopy surface must consist of 3/4" plywood over aluminum beams and have a rated capacity of 150 psf.
3. The walkway beneath the canopy shall be a minimum width of 5'-4" clear on the Court Street (south) side and 7'-0" clear on the Washington Street (north) side. Minimum head height clearance = 7'-8".
4. Openings must be provided in the south side scaffolding at both ends and also at the roll-up door location. The north side scaffolding will have openings just on the ends.
5. The contractor must submit signed and sealed engineered drawings for approval prior to installation.
6. The contractor is to provide lighting at the underside of the canopies. The owner will supply receptacles and controls.
7. Contractor must perform a site inspection to observe existing conditions and access requirements prior to submitting a quote for this work.
8. The base cost should include scaffold design, assembly, dismantling and sixteen (16) month rental. Provide monthly rental costs for each canopy to allow for adds/deducts in the event of construction schedule changes.
9. Owner will provide all required permits.

Revisions		
No.	Date	By

Berks County Services Center Building

READING

PENNSYLVANIA

SIDEWALK BRIDGE

PLAN AND PERFORMANCE REQUIREMENTS

D'HUY Engineering, Inc.

CONSULTING ENGINEERS: Project Management | Facilities Engineering
Structural Design & Analysis | Forensic Engineering

One East Broad Street, Bethlehem, PA. 18018
610-865-5000 • 610-861-0181 FAX • www.dhuy.com

Drawn:
Appd.:
Date: 3/27/12
Scale: NONE
Job No. 12048
Drawing No. SC-1

PREVAILING WAGES PROJECT RATES

Project Name: Pedestrian Canopies, Provide & Install

Awarding Agency: County of Berks

Contract Award Date: 4/12/2012

Serial Number: 12-01937

Project Classification: Building

Determination Date: 3/27/2012

Assigned Field Office: Scranton

Field Office Phone Number: 570-963-4577

Toll Free Phone Number: 877-214-3962

Berks County

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/28/2010		\$30.63	\$20.13	\$50.76
Asbestos & Insulation Workers	6/27/2011		\$31.67	\$21.09	\$52.76
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2010		\$23.59	\$15.15	\$38.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2011		\$24.22	\$16.02	\$40.24
Boilermakers	1/1/2011		\$37.35	\$28.12	\$65.47
Boilermakers	1/1/2012		\$37.62	\$29.85	\$67.47
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/2/2011		\$30.41	\$14.28	\$44.69
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/29/2012		\$30.92	\$14.32	\$45.24
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2013		\$31.55	\$14.39	\$45.94
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2014		\$32.28	\$14.46	\$46.74
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2015		\$33.06	\$14.53	\$47.59
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2016		\$33.88	\$14.61	\$48.49
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2008		\$24.42	\$9.67	\$34.09
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2009		\$25.69	\$10.27	\$35.96

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2010		\$26.71	\$11.02	\$37.73
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2011		\$27.61	\$11.77	\$39.38
Cement Finishers	5/1/2009		\$29.10	\$10.75	\$39.85
Cement Finishers	5/1/2010		\$30.85	\$10.75	\$41.60
Cement Finishers	5/1/2011		\$32.45	\$11.15	\$43.60
Dockbuilder, Pile Drivers	1/1/2010		\$29.95	\$12.25	\$42.20
Dockbuilder, Pile Drivers	1/1/2011		\$30.35	\$13.10	\$43.45
Dockbuilder, Pile Drivers	1/1/2012		\$30.85	\$13.70	\$44.55
Dockbuilder, Pile Drivers	1/1/2013		\$31.45	\$14.20	\$45.65
Drywall Finisher	5/1/2009		\$23.31	\$12.57	\$35.88
Drywall Finisher	5/1/2010		\$23.86	\$13.42	\$37.28
Drywall Finisher	5/1/2011		\$23.86	\$15.42	\$39.28
Electric Lineman	6/1/2008		\$35.28	\$14.90	\$50.18
Electric Lineman	5/31/2009		\$37.27	\$15.43	\$52.70
Electric Lineman	5/31/2010		\$35.73	\$17.12	\$52.85
Electric Lineman	5/30/2011		\$36.57	\$17.34	\$53.91
Electric Lineman	11/28/2011		\$37.42	\$17.57	\$54.99
Electric Lineman	5/28/2012		\$38.30	\$17.81	\$56.11
Electric Lineman	11/26/2012		\$39.18	\$18.04	\$57.22
Electricians	9/1/2010		\$31.87	\$16.76	\$48.63
Electricians	3/1/2011		\$30.87	\$17.72	\$48.59
Electricians	9/1/2011		\$33.12	\$17.80	\$50.92
Elevator Constructor	1/1/2008		\$37.85	\$16.47	\$54.32
Elevator Constructor	1/1/2010		\$40.08	\$20.24	\$60.32
Elevator Constructor	1/1/2011		\$41.33	\$25.30	\$66.63
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
Glazier	6/1/2009		\$29.22	\$11.92	\$41.14
Glazier	1/1/2012		\$28.01	\$14.38	\$42.39

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Glazier	5/1/2012		\$28.01	\$15.38	\$43.39
Glazier	5/1/2013		\$28.01	\$16.88	\$44.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2010		\$28.50	\$22.20	\$50.70
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2011		\$29.50	\$22.70	\$52.20
Laborers (Class 01 - See notes)	5/1/2009		\$19.43	\$9.73	\$29.16
Laborers (Class 01 - See notes)	5/1/2010		\$19.43	\$11.43	\$30.86
Laborers (Class 01 - See notes)	5/1/2011		\$19.42	\$12.14	\$31.56
Laborers (Class 02 - See notes)	5/1/2009		\$21.43	\$9.73	\$31.16
Laborers (Class 02 - See notes)	5/1/2010		\$21.43	\$11.43	\$32.86
Laborers (Class 02 - See notes)	5/1/2011		\$21.42	\$12.14	\$33.56
Laborers (Class 03 - See notes)	5/1/2009		\$23.43	\$9.73	\$33.16
Laborers (Class 03 - See notes)	5/1/2010		\$23.43	\$11.43	\$34.86
Laborers (Class 03 - See notes)	5/1/2011		\$22.72	\$12.14	\$34.86
Laborers (Class 03 - See notes)	5/1/2012		\$23.42	\$12.14	\$35.56
Laborers (Class 03 - See notes)	5/1/2013		\$24.22	\$12.14	\$36.36
Laborers (Class 04 - See notes)	5/1/2009		\$24.93	\$9.73	\$34.66
Laborers (Class 04 - See notes)	5/1/2010		\$24.93	\$11.43	\$36.36
Laborers (Class 04 - See notes)	5/1/2011		\$24.22	\$12.14	\$36.36
Laborers (Class 04 - See notes)	5/1/2012		\$24.92	\$12.14	\$37.06
Laborers (Class 04 - See notes)	5/1/2013		\$25.72	\$12.14	\$37.86
Laborers (Class 05 - See notes)	5/3/2009		\$25.43	\$9.86	\$35.29
Laborers (Class 05 - See notes)	5/1/2010		\$25.43	\$11.43	\$36.86
Laborers (Class 05 - See notes)	5/1/2011		\$24.72	\$12.14	\$36.86
Laborers (Class 05 - See notes)	5/1/2012		\$25.42	\$12.14	\$37.56
Laborers (Class 05 - See notes)	5/1/2013		\$26.22	\$12.14	\$38.36
Laborers (Class 06 - See notes)	5/1/2011		\$20.77	\$12.14	\$32.91
Millwright	5/1/2009		\$27.41	\$13.47	\$40.88
Millwright	5/1/2010		\$28.91	\$13.99	\$42.90
Millwright	5/1/2011		\$30.27	\$14.63	\$44.90
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2009		\$29.42	\$16.89	\$46.31

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2010		\$30.76	\$17.85	\$48.61
Operators (Building/Heavy, Class 01 - See Notes)	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
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2010		\$33.01	\$18.51	\$51.52
Operators (Building/Heavy, Class 01a - See Notes)	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
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2010		\$30.47	\$17.77	\$48.24
Operators (Building/Heavy, Class 02 - See Notes)	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
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2010		\$32.72	\$18.44	\$51.16
Operators (Building/Heavy, Class 02a - See Notes)	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
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2010		\$27.55	\$16.91	\$44.46
Operators (Building/Heavy, Class 03 - See Notes)	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
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2010		\$26.42	\$16.57	\$42.99
Operators (Building/Heavy, Class 04 - See Notes)	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
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2010		\$25.96	\$16.45	\$42.41
Operators (Building/Heavy, Class 05 - See Notes)	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
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2010		\$25.09	\$16.18	\$41.27
Operators (Building/Heavy, Class 06 - See Notes)	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
Operators (Building/Heavy, Class 07/A - See Notes)	5/1/2010		\$36.91	\$20.43	\$57.34
Operators (Building/Heavy, Class 07/A - See Notes)	5/1/2011		\$38.47	\$21.53	\$60.00

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building/Heavy, Class 07/B - See Notes)	5/1/2009		\$34.96	\$19.27	\$54.23
Operators (Building/Heavy, Class 07/B - See Notes)	5/1/2010		\$36.56	\$20.33	\$56.89
Operators (Building/Heavy, Class 07/B - See Notes)	5/1/2011		\$38.12	\$21.43	\$59.55
Painters Class 1 (see notes)	5/1/2009		\$22.75	\$12.57	\$35.32
Painters Class 1 (see notes)	5/1/2010		\$23.30	\$13.42	\$36.72
Painters Class 1 (see notes)	5/1/2011		\$24.05	\$14.52	\$38.57
Painters Class 2 (see notes)	5/1/2009		\$24.75	\$12.57	\$37.32
Painters Class 2 (see notes)	5/1/2010		\$25.30	\$13.42	\$38.72
Painters Class 2 (see notes)	5/1/2011		\$26.05	\$14.52	\$40.57
Painters Class 3 (see notes)	5/1/2009		\$25.60	\$12.57	\$38.17
Painters Class 3 (see notes)	5/1/2010		\$29.60	\$13.42	\$43.02
Painters Class 3 (see notes)	5/1/2011		\$30.35	\$14.52	\$44.87
Pile Driver Divers (Building, Heavy, Highway)	1/1/2009		\$43.28	\$12.00	\$55.28
Pile Driver Divers (Building, Heavy, Highway)	1/1/2010		\$44.39	\$12.25	\$56.64
Pile Driver Divers (Building, Heavy, Highway)	1/1/2010		\$44.39	\$12.25	\$56.64
Pile Driver Divers (Building, Heavy, Highway)	1/1/2011		\$45.53	\$13.00	\$58.53
Pile Driver Divers (Building, Heavy, Highway)	1/1/2012		\$46.28	\$13.60	\$59.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2013		\$47.18	\$14.10	\$61.28
Plasterers	5/1/2009		\$23.70	\$12.96	\$36.66
Plasterers	5/1/2010		\$23.95	\$14.46	\$38.41
Plasterers	5/1/2011		\$22.73	\$17.68	\$40.41
Plumbers	5/1/2010		\$34.50	\$24.04	\$58.54
Plumbers	5/1/2011		\$34.50	\$26.04	\$60.54
Plumbers	5/1/2012		\$34.50	\$28.29	\$62.79
Roofers (Composition)	5/1/2009		\$30.00	\$23.10	\$53.10
Roofers (Composition)	5/1/2010		\$30.75	\$24.95	\$55.70
Roofers (Composition)	5/1/2011		\$30.75	\$25.95	\$56.70
Roofers (Shingle, Slate, Tile)	5/1/2011		\$23.75	\$15.62	\$39.37
Roofers (Shingle, Slate, Tiles)	5/1/2009		\$23.25	\$13.62	\$36.87

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Sheet Metal Workers	6/1/2008		\$28.98	\$27.45	\$56.43
Sheet Metal Workers	6/1/2009		\$29.56	\$29.12	\$58.68
Sheet Metal Workers	6/1/2010		\$29.59	\$29.69	\$59.28
Sheet Metal Workers	6/1/2011		\$29.59	\$30.44	\$60.03
Sheet Metal Workers	6/1/2012		\$29.59	\$31.44	\$61.03
Sign Makers and Hangars	7/1/2009		\$24.17	\$15.99	\$40.16
Sign Makers and Hangars	5/21/2010		\$24.33	\$16.37	\$40.70
Sprinklerfitters	1/1/2010		\$33.85	\$17.60	\$51.45
Sprinklerfitters	1/1/2011		\$33.35	\$18.45	\$51.80
Sprinklerfitters	4/1/2011		\$34.18	\$18.45	\$52.63
Sprinklerfitters	1/1/2012		\$34.18	\$18.60	\$52.78
Sprinklerfitters	4/1/2012		\$35.21	\$18.65	\$53.86
Sprinklerfitters	1/1/2013		\$35.21	\$18.80	\$54.01
Steamfitters	5/1/2009		\$37.76	\$25.00	\$62.76
Steamfitters	5/1/2010		\$39.36	\$26.26	\$65.62
Terrazzo Finisher	5/1/2009		\$26.54	\$14.37	\$40.91
Terrazzo Finisher	5/1/2010		\$27.89	\$14.42	\$42.31
Terrazzo Finisher	5/1/2011		\$28.14	\$14.42	\$42.56
Terrazzo Setter	5/1/2009		\$25.86	\$17.27	\$43.13
Terrazzo Setter	5/1/2010		\$27.21	\$17.32	\$44.53
Terrazzo Setter	5/1/2011		\$27.46	\$17.32	\$44.78
Tile & Marble Finisher	5/1/2009		\$21.48	\$12.39	\$33.87
Tile & Marble Finisher	5/1/2010		\$22.23	\$12.52	\$34.75
Tile & Marble Finisher	5/1/2011		\$23.18	\$12.52	\$35.70
Tile & Marble Layer	5/1/2009		\$24.15	\$13.86	\$38.01
Tile & Marble Layer	5/1/2010		\$24.90	\$13.86	\$38.76
Tile & Marble Layer	5/1/2011		\$25.85	\$13.86	\$39.71
Tilesetters & Marble Masons	1/1/2010		\$29.95	\$12.25	\$42.20
Tilesetters & Marble Masons	1/1/2010		\$29.95	\$12.25	\$42.20
Tilesetters & Marble Masons	5/1/2010		\$24.90	\$13.99	\$38.89
Tilesetters & Marble Masons	5/1/2010		\$24.90	\$13.99	\$38.89

PREVAILING WAGES PROJECT RATES

Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Tilesetters & Marble Masons	1/1/2011		\$30.35	\$13.00	\$43.35
Tilesetters & Marble Masons	1/1/2011		\$30.35	\$13.00	\$43.35
Tilesetters & Marble Masons	5/1/2011		\$25.85	\$13.99	\$39.84
Tilesetters & Marble Masons	5/1/2011		\$25.85	\$13.99	\$39.84
Tilesetters & Marble Masons	1/1/2012		\$30.85	\$13.60	\$44.45
Tilesetters & Marble Masons	1/1/2012		\$30.85	\$13.60	\$44.45
Tilesetters & Marble Masons	1/1/2013		\$31.45	\$14.10	\$45.55
Tilesetters & Marble Masons	1/1/2013		\$31.45	\$14.10	\$45.55
Truckdriver class 1(see notes)	5/1/2009		\$28.58	\$0.00	\$28.58
Truckdriver class 1(see notes)	5/1/2010		\$29.58	\$0.00	\$29.58
Truckdriver class 1(see notes)	5/1/2011		\$30.73	\$0.00	\$30.73
Truckdriver class 2 (see notes)	5/1/2009		\$28.65	\$0.00	\$28.65
Truckdriver class 2 (see notes)	5/1/2010		\$29.65	\$0.00	\$29.65
Truckdriver class 2 (see notes)	5/1/2011		\$30.80	\$0.00	\$30.80
Truckdriver class 3 (see notes)	5/1/2009		\$29.14	\$0.00	\$29.14
Truckdriver class 3 (see notes)	5/1/2010		\$30.14	\$0.00	\$30.14
Truckdriver class 3 (see notes)	5/1/2011		\$31.29	\$0.00	\$31.29

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenters	5/1/2009		\$25.30	\$9.86	\$35.16
Carpenters	5/1/2010		\$25.98	\$10.83	\$36.81
Carpenters	5/1/2011		\$27.03	\$11.43	\$38.46
Laborers (Class 01 - See notes)	5/1/2009		\$16.22	\$11.03	\$27.25
Laborers (Class 01 - See notes)	5/1/2010		\$16.77	\$11.88	\$28.65
Laborers (Class 01 - See notes)	5/1/2011		\$17.32	\$12.78	\$30.10
Laborers (Class 02 - See notes)	5/1/2009		\$22.84	\$11.03	\$33.87
Laborers (Class 02 - See notes)	5/1/2010		\$23.39	\$11.88	\$35.27
Laborers (Class 02 - See notes)	5/1/2011		\$23.94	\$12.78	\$36.72
Laborers (Class 03 - See notes)	5/1/2009		\$19.83	\$11.03	\$30.86
Laborers (Class 03 - See notes)	5/1/2010		\$20.38	\$11.88	\$32.26
Laborers (Class 03 - See notes)	5/1/2011		\$20.93	\$12.78	\$33.71
Laborers (Class 04 - See notes)	5/1/2009		\$20.18	\$11.03	\$31.21
Laborers (Class 04 - See notes)	5/1/2010		\$20.73	\$11.88	\$32.61
Laborers (Class 04 - See notes)	5/1/2011		\$21.28	\$12.78	\$34.06
Laborers (Class 05 - See notes)	5/1/2009		\$20.85	\$11.03	\$31.88
Laborers (Class 05 - See notes)	5/1/2010		\$21.40	\$11.88	\$33.28
Laborers (Class 05 - See notes)	5/1/2011		\$21.95	\$12.78	\$34.73
Laborers (Class 06 - See notes)	5/1/2009		\$20.27	\$11.03	\$31.30
Laborers (Class 06 - See notes)	5/1/2010		\$20.82	\$11.88	\$32.70
Laborers (Class 06 - See notes)	5/1/2011		\$21.37	\$12.78	\$34.15
Laborers (Class 07 - See notes)	5/1/2009		\$20.56	\$11.03	\$31.59
Laborers (Class 07 - See notes)	5/1/2010		\$21.11	\$11.88	\$32.99
Laborers (Class 07 - See notes)	5/1/2011		\$21.66	\$12.78	\$34.44
Laborers (Class 08 - See notes)	5/1/2009		\$21.04	\$11.03	\$32.07
Laborers (Class 08 - See notes)	5/1/2010		\$21.59	\$11.88	\$33.47
Laborers (Class 08 - See notes)	5/1/2011		\$22.14	\$12.78	\$34.92
Operators (Highway, Class 01 - See Notes)	5/1/2010		\$28.79	\$17.26	\$46.05
Operators (Highway, Class 01 - See Notes)	5/1/2011		\$30.09	\$18.26	\$48.35
Operators (Highway, Class 01a - See Notes)	5/1/2010		\$31.04	\$17.94	\$48.98

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 01a - See Notes)	5/1/2011		\$32.34	\$18.94	\$51.28
Operators (Highway, Class 02 - See Notes)	5/1/2010		\$27.61	\$16.92	\$44.53
Operators (Highway, Class 02 - See Notes)	5/1/2011		\$28.91	\$17.92	\$46.83
Operators (Highway, Class 03 - See Notes)	5/1/2010		\$26.91	\$16.72	\$43.63
Operators (Highway, Class 03 - See Notes)	5/1/2011		\$28.21	\$17.72	\$45.93
Operators (Highway, Class 04 - See Notes)	5/1/2010		\$26.46	\$16.59	\$43.05
Operators (Highway, Class 04 - See Notes)	5/1/2011		\$27.76	\$17.59	\$45.35
Operators (Highway, Class 05 - See Notes)	5/1/2010		\$25.95	\$16.44	\$42.39
Operators (Highway, Class 05 - See Notes)	5/1/2011		\$27.25	\$17.44	\$44.69
Operators (Highway, Class 06 - See Notes)	5/1/2010		\$29.03	\$17.32	\$46.35
Operators (Highway, Class 06 - See Notes)	5/1/2011		\$30.33	\$18.32	\$48.65
Operators (Highway, Class 06/A - See Notes)	5/1/2010		\$31.28	\$17.98	\$49.26
Operators (Highway, Class 06/A - See Notes)	5/1/2011		\$32.58	\$18.98	\$51.56
Operators (Highway, Class 07/A - See Notes)	5/1/2010		\$34.55	\$19.72	\$54.27
Operators (Highway, Class 07/A - See Notes)	5/1/2011		\$36.10	\$20.83	\$56.93
Operators (Highway, Class 07/B - See Notes)	5/1/2010		\$33.13	\$19.31	\$52.44
Operators (Highway, Class 07/B - See Notes)	5/1/2011		\$34.69	\$20.41	\$55.10
Piledrivers	5/1/2010		\$25.98	\$10.83	\$36.81
Piledrivers	5/1/2011		\$27.03	\$11.43	\$38.46
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2006		\$27.01	\$22.48	\$49.49
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2010		\$30.27	\$26.09	\$56.36
Truckdriver class 1(see notes)	5/1/2009		\$28.58	\$0.00	\$28.58
Truckdriver class 1(see notes)	5/1/2010		\$29.58	\$0.00	\$29.58
Truckdriver class 1(see notes)	5/1/2011		\$30.73	\$0.00	\$30.73
Truckdriver class 2 (see notes)	5/1/2009		\$28.65	\$0.00	\$28.65
Truckdriver class 2 (see notes)	5/1/2010		\$29.65	\$0.00	\$29.65
Truckdriver class 2 (see notes)	5/1/2011		\$30.80	\$0.00	\$30.80
Truckdriver class 3 (see notes)	5/1/2009		\$29.14	\$0.00	\$29.14

PREVAILING WAGES PROJECT RATES

Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 3 (see notes)	5/1/2010		\$30.14	\$0.00	\$30.14
Truckdriver class 3 (see notes)	5/1/2011		\$31.29	\$0.00	\$31.29

Notes:

If you can not find a classification under Heavy/Highway please refer to the Building classifications.

For further information on construction types review the ["Notes as Referenced in Predeterminations"](#) on the Labor and Industry Website. Go to www.dli.state.pa.us, scroll down to the picture labeled "Labor Law Compliance" and click the picture. Then scroll down on the left menu and click on the "Prevailing Wage" link.