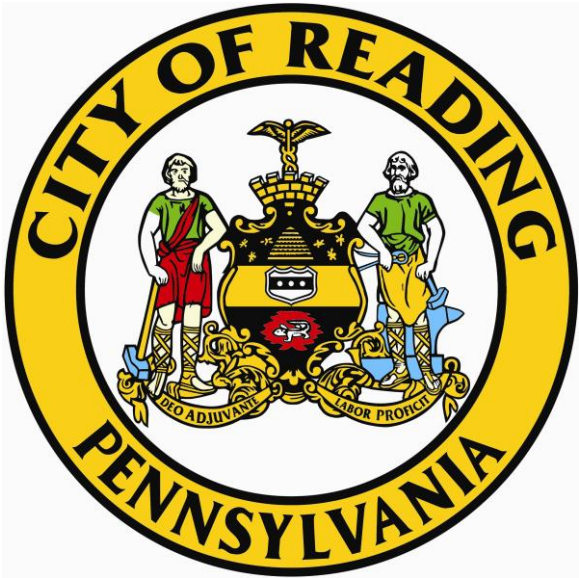


**REQUEST FOR PROPOSALS**

**FOR**

**BUTTONWOOD GATEWAY – CITY OF READING IMPROVEMENT PROJECT  
ENGINEERING SERVICES**

**CITY OF READING**



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ATTACHMENT 1: Proposed Contract

ATTACHMENT 2: "Gateway West - DeVal" Residential Development, Final Plan; and “Habitat for Humanity - The Buttonwood Gateway Project”, Residential Sketch Plan

ATTACHMENT 3: Buttonwood Gateway - City of Reading Project: Project Area Map

ATTACHMENT 4: Complete Streets Initiative - Attached under separate cover

## **I. REQUEST FOR PROPOSAL**

The City of Reading (“City”) is soliciting proposals (each, a “Proposal”) from engineering consulting firms (each, a “Proposer”) for the delivery of engineering Services for the Buttonwood Gateway – City of Reading Improvement Project Engineering Services, hereinafter referred to as the “Services”. The City reserves the right to award all, some or none of the engineering Services set forth in this Request for Proposals (“RFP”) to any one Proposer based on the City’s review and assessment of the Proposals meeting the criteria set forth herein. Proposals are to be uploaded to the Penn Bid website at [www.Pennbid.procureware.com](http://www.Pennbid.procureware.com). no later than April 23, 2021 at 3:00 p.m., prevailing time.

## **II. INTRODUCTION AND TECHNICAL SPECIFICATIONS**

### **A. PURPOSE**

The City of Reading is seeking proposals for engineering Services to assist the City of Reading Public Works Department by providing engineering design phase services, bidding phase services, project management, and construction phase engineering management and inspection Services for the Buttonwood Gateway – City of Reading Improvement Project (the “Project”). The cost proposal shall detail the tasks and deliverables for the work with associated hours and costs by staff.

Proposers are encouraged to review Attachment 2 that describes recent planned residential developments for this neighborhood redevelopment initiative. Attachment 2: Final Land Development Plan for “Gateway West – DelVal”, is for 46 residential rental units that was approved by the City Planning Commission in 2020. The developer expects to begin work in 2021. Also included in Attachment 2 is: “Habitat for Humanity - The Buttonwood Gateway Project”, for 13 residential units, which is currently in preliminary design plan phase.

The overall goal of the Project is to upgrade the City of Reading’s utility and street infrastructure along the 400 blocks of Tulpehocken Street, Gordon Street, and Miltimore Street; the 300 block of Lafayette Street; Speidel Street; the 200 block of West Buttonwood Street and improving the alley between Gordon Street and Miltimore Street. Refer to Attachment 3 that shows the extent of the Project area. One main element is the rehabilitation of existing sanitary sewer piping, laterals and manholes. A second main element is street repaving, adding/replacement of curb along streets where curb is missing or in poor condition and adding/replacement of sidewalk where it is missing or in poor condition so as to provide pedestrian connectivity. ADA handicap ramps will be added. Replacement of traffic signs and pavement markings shall be provided to meet current standards/requirements at street crossings. Other streetscape features to be considered are street trees, greenscaping, street lighting, additional fire hydrants and water, gas, electric and telecom upgrades.

The City’s anticipates the Project can be built within the area of the existing street right-of-way and that acquisition of additional property will not be required to complete the Project. If, however, during the course of the design phase or construction phase it is determined that additional right-of-way is required, then the Consultant shall provide land rights assistance to the City for acquiring the needed property.

The project will be constructed in phases as described below:

Phase 1 will include: rehabilitation/replacement of existing sanitary sewer pipe, laterals and manholes; other underground utility mains and laterals as determined by the Consultant, with City approval, to require rehabilitation or replacement.

Phase 2 will include: street repaving, alley improvements, adding/replacement of deteriorated curb and sidewalk, tree removal and replacement, and green area restoration.

## ***B. SCOPE OF SERVICES***

The selected consulting firm (the Consultant) shall provide design, bidding and construction phase Services that are based on the following guidelines:

### **PHASE 1 – Rehabilitation/Replacement Sanitary Sewer Pipe, Laterals and Manholes**

1. Tulpehocken Street – Use City GIS based location and depth data, City CCTV and PipeLogic, Inc. reports to determine rehabilitation/replacement extents for existing 12-inch vitrified clay pipe. Consultant shall tele-video existing manholes and sewer laterals to determine existing condition and extents of rehabilitation/replacement.
2. Gordon Street – Use City GIS based location and depth data, City CCTV and PipeLogic, Inc. reports to determine rehabilitation/replacement extents for existing 10-inch vitrified clay pipe. Consultant shall tele-video existing manholes and sewer laterals to determine existing condition and extents of rehabilitation/replacement.
3. Speidel Street – Use City GIS based location and depth data, City CCTV and PipeLogic, Inc. reports to determine rehabilitation/replacement extents for existing 8-inch vitrified clay pipe. Consultant shall tele-video existing manhole and sewer laterals to determine existing condition and extents of rehabilitation/replacement.
4. Lafayette Street - Use City GIS based location and depth data for manholes. Consultant shall tele-video existing manholes to determine existing condition and extents of rehabilitation/replacement.

PHASE 2 - Rehabilitation of the streets, curbs and sidewalks will be conducted based on the Consultant's Preliminary Design Report. The report will also address removal of and additions to the street trees, and the upgrading of street lighting.

The new/proposed construction work scope items shall be identified by field reviewing the condition of sanitary sewer piping, manholes, sewer laterals, asphalt pavement, concrete/asphalt/stone curb, and concrete/brick/asphalt sidewalk. The City will provide video inspection reports of existing sanitary sewer collection piping, and the City of Reading's Collection System Rehabilitation Report for this area.

The design shall utilize PennDOT highway design and construction standards to the fullest extent applicable to this project. Technical specifications shall be prepared for all elements of the design including any special conditions that would supplement PennDOT Publication 408 specifications or other PennDOT construction standards. The Consultant's final construction drawings and

design specifications shall require Contractor designed and specified ADA compliant curb ramps at locations based on the most current PennDOT publications and guidance. Contractor designed crosswalk markings at intersecting streets are to be included and satisfy compliant ADA accessibility requirements. The final engineering design drawings and specifications shall be reviewed and approved by the City prior to construction bidding and prior to the contractor's installation.

The Consultant shall communicate and coordinate with the City's project manager throughout all phases and stages of the Project. Include six (6) project meetings with the City design team with one meeting to be a presentation at a public meeting. The Services shall include an engineering evaluation of existing street pavement conditions to determine a basis for repairs of the road base and for overall design of repaving the streets. The construction drawings shall include the locations and alignment for all curb ramps and pedestrian crosswalks with sufficient details and specifications needed to provide these as a design/build item in the construction contract.

As a base bid item within the Services cost proposal, the construction phase Services shall include field inspection, technical coordination with the Contractor and overall project management during the construction of each Project Phase. For the purpose of this RFP, assume the Consultant shall provide 16 hours per 40 hour week of part-time construction activity. The actual inspection time will be determined by the contractor's activity and the need for on-site inspection. The Consultant's inspector shall meet with and agree on field measurements and quantities with the Contractor for payment of bid item quantities. The Contractor shall prepare an AIA form for payment and submit it to the Consultant's inspector for review and approval prior to sending invoices to the City for payment. Technical project management includes review and approval of Contractor's shop drawings/submittals. Anticipated overall duration of construction shall be estimated by Consultant and incorporated with the Cost Proposal.

As an add alternate item within the Services cost proposal, the construction phase Services shall include an additional 24 hours per week of field inspection assistance during the construction of each Project Phase.

The consultant shall assist the City with technical responses to bidder's questions and attendance at two (2) pre-bid meetings – one (1) for each Project Phase.

The City will administrate the Project, and the Consultant shall provide the design and manage the Project. During each construction phase, the Consultant shall assist by scheduling and coordinating a pre-construction conference, provide the City with timely correspondences and field assistance to ensure that the Project is on schedule and completed within the shortest time possible. The Consultant shall assist the City by providing technical reviews of submittals, field change orders, contract change orders, RFI responses, quantity verifications, payment applications and other technical items required to properly complete the construction contract. The Consultant shall prepare design modifications during the construction phase as approved by the City. The Consultant shall have a qualified inspector make routine periodic field inspections as required to ensure the contractor completes the work as specified, and shall attend the final inspection to assist the City with compiling a final punch list.

### ***C. DELIVERABLES***

Each Proposer shall submit an Approach as part of their Proposal which shall include a scope of work for the Project which will be used to define the terms of the Service for the Consultant agreement. At a minimum the Consultant shall prepare preliminary drawing(s) of all proposed/new construction items as part of Phase 1 and Phase 2. The Consultant shall tele-video existing manholes and sewer laterals to establish existing condition. The Consultant shall prepare a Preliminary/Final Design Report (PDR) that includes preliminary design drawings; condition descriptions of all existing sanitary sewer piping, manholes, sewer laterals, asphalt pavement, concrete/asphalt/stone curb, concrete/brick/asphalt sidewalk; utility coordination, and recommendations for replacement/repair of all work scope items with the objective of extending the service life of the various infrastructure items. The report shall also make recommendations for tree removal/replacement, ADA curb ramp locations, crosswalk locations, pavement markings and traffic signage. The City will approve the Consultant's Preliminary Design Report following a presentation by the Consultant to Public Works and City Administration. The reports shall require approval by City Administration prior to proceeding with the Final Report and engineering design. All reports and designs shall be prepared by, and sealed by, a professional engineer registered in Commonwealth of Pennsylvania.

The City is under a "Complete Streets Initiative", refer to Attachment 4, and applicable provisions shall be incorporated into the design. Consultant shall assess project area of disturbance; prepare E&S narrative and plans; prepare permit application documents and submit to Berks County Conservation District for review. If an NPDES permit is required, Consultant's costs shall be listed separately in the Cost Proposal as an add alternate item.

After the Preliminary/Final Design Report has been reviewed by the City and comments addressed, and the City approves the report, a 60% Stage submittal shall be prepared that includes construction drawings setup to bid Phase 1 separate from Phase 2, technical specification outline, and an engineer's probable cost estimate for each phase. After the City reviews the 60% submittal and determines a work scope that meets the Project budget limitations, the Consultant shall prepare a 90% stage submittal that includes construction drawings, complete technical specifications, and engineer's final probable cost estimates in two phases for review and comment and acceptance by the City. The final construction drawings and technical specifications shall be prepared for incorporation into the City's standard Contract Document packages. The Consultant shall provide a construction bid schedule for incorporation into the City's front end Contract Document packages. The City will use the final construction drawings and technical specifications and City's front end contract document packages to manage the advertisement and procurement of the construction contracts as PennBid procurements.

### ***D. AVAILABLE INFORMATION***

Technical documents associated with the Project will be made available by the City to the selected Consultant.

In addition, each Proposer must submit in its Proposal a list detailing the specific information, records and documents it will need from the City to perform the Project.

### ***E. PROJECT SCHEDULE***

The Selected Consultant shall begin work within ten (**10**) days of the City's issuance of a Notice to Proceed. The initial activities of the Selected Consultant shall be to work with the City to review the Project schedule and budget to develop and present a workable approach to the City. Completion of the engineering design and deliverables for Phase 1 Services should be delivered within 120 calendar days from the date of Notice To Proceed and completion of Phase 2 Services should be delivered within 180 calendar days from the date of Notice To Proceed.

The Phase 1 construction contract should be bid and awarded during the 4<sup>th</sup> quarter 2020. The Phase 2 construction contract is expected to be completed by end of 2021. The Consultant shall provide the above design phase, bid phase and construction phase Services in accordance with the actual schedule.

### **III. PROPOSAL CONTENT**

While there is not a specific page limitation, the Proposals shall provide a straightforward, concise description of the Proposer's ability to fulfill the requirements of the Project, as set forth in this RFP. In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Proposals include the information and be organized in the manner specified below.

#### ***A. QUALIFICATIONS AND TECHNICAL PROPOSALS***

As a component of the Proposal, each Proposer shall submit a "Technical Proposal" which shall include, without limitation, the information outlined in this RFP. The response under this section shall include the following:

1. Company Overview: Provide an overview of the prime firm.
2. Project Qualifications and Experience
  - a. The Proposer shall demonstrate its knowledge and understanding of the Project with specific examples of similar efforts. Include a summary of each such relevant project experience by the Proposer.
  - b. The Proposer shall submit at least three (3) of its clients (including names and phone numbers) as references and describe the relevant project (including dam size and type) for such clients.
  - c. The Proposer shall indicate its local knowledge and understanding.
3. Project Approach: The Proposer shall describe its understanding and the approach to completing the Project. Refer to the above instructions for providing a scope of work with the Approach.



4. Schedule: The Proposer shall provide a preliminary Project schedule showing the planned approach, key task activities and milestones necessary to meet the Project schedule starting upon a Notice to Proceed. The Proposer shall identify significant potential risks that may impact the schedule with recommendations for the mitigation and/or elimination of such risks.

#### ***B. COST PROPOSAL***

Payment for Services under this Project shall be on a time and materials (T&M), not-to-exceed fee basis. The Proposal shall include a "Cost Proposal" which shall identify a schedule of the proposed hourly billing rates for all members of the Consulting Team as well as a total not-to-exceed fee for all of the Selected Consultant's Services to complete the Project. The Proposal shall include a detailed spreadsheet showing the hours, labor costs, expenses and total cost for each task in the Project. The Cost Proposal shall include a not-to-exceed budget for reimbursable expenses, including but not limited to mileage, tolls and document reproduction. The Cost Proposal shall also estimate all potential fees associated with obtaining all permits required to complete the Project in accordance with applicable laws. Expenses for telephone, FAX and computer charges will not be allowed.

If the Proposer anticipates additional Services not addressed in the bid form which, in its opinion, will be required for the Selected Consultant to complete the Project, such additional Services shall be noted on the bid form, with a general explanation of the Services, a brief justification as to why such Services may be required, and a corresponding proposal for the cost of such Services.

The Selected Consultant will invoice the City in accordance with the process set forth in the Cost Proposal as it is incorporated in the Contract for its performance of the Project. Unless otherwise approved in writing by the City's Managing Director, the Selected Consultant shall not be entitled to any payment from the City in excess of the not-to-exceed fee provided in the Cost Proposal and incorporated in the Contract.

The format of overall proposal submissions should be two documents or files: (1) Technical Proposal and (2) Cost Proposal. Anything that is not cost related, i.e., assignment of key staff and supplementary documents should be in the Technical Proposal."

The Proposer shall also provide a schedule of hourly billing rates in the event that the City requests, in writing, additional Services be performed outside of the scope of Services specified herein.

#### ***C. ASSIGNMENT OF KEY STAFF***

The key member(s) of the proposed Consulting Team must be identified in the Proposal and assigned to the Project and must remain assigned and available to the Project for its duration unless such person leaves the employment of the Selected Consultant or the City agrees in writing to modify the proposed Consulting Team. If a key member leaves the employment of the Selected Consultant during the course of the Project, the City must be notified immediately, and the Selected Consultant must submit the name and credentials of the person replacing the key member for approval by the City prior to that person starting work on the Project.

#### ***D. SUPPLEMENTARY DOCUMENTS***

The Proposer shall execute a Non-Collusion Affidavit, Non Discrimination Statement, Political Contribution Affidavit, Certification of Non-Indebtedness to the City as such documents are set forth below. Any Subconsultant identified in the Proposal shall also execute a Non Discrimination Statement and Political Contribution Affidavit, as such documents are set forth below. All such executed documents shall be included with the Proposal.

Each Proposer and any Subconsultants identified in the Proposal shall provide a completed Proposer's Statement for Public Disclosure, as such form is set forth below, with the Proposal.

#### **IV. PROPOSAL PROCESS**

By submitting a Proposal, each Proposer certifies that it has read the complete RFP, understands the Proposal process, and has full knowledge of the scope, nature and quality of work to be performed associated with this RFP, and accepts and agrees to all provisions of this RFP.

##### ***A. PRE-PROPOSAL CONFERENCE***

**Non- mandatory pre-proposal meeting on April, 2020 at 10:00 AM via Zoom, 815 Washington Street, Reading, PA 19601. Please contact Tammi Reinhart, Purchasing Coordinator, at [Tammi.Reinhart@readingpa.gov](mailto:Tammi.Reinhart@readingpa.gov) to obtain the Zoom Call Information.**

##### ***B. PROPOSER'S CLARIFICATION AND QUESTIONS***

To ensure fair consideration for all bidders, the City prohibits communication to or with any department or division manager or employee during the bid process with the exception of those questions relative to interpretation of specifications of the bid process. Such questions shall be submitted to Purchasing via [www.pennbid.procuware.com](http://www.pennbid.procuware.com) by 2:00 pm on April 2, 2021. Responses to questions shall be issued to all bidders in the form of a written addendum no later than April 15, 2021.

Additionally, the city prohibits communications initiated by a proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made.

Any communication between proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

##### ***C. CONFIDENTIALITY OF THE PROPOSAL***

Under Pennsylvania's "Right to Know" law, public records are required to be open for reasonable inspection. All Proposal information, including detailed price and cost information, will be held in confidence while the City is evaluating the Proposals. After the City and Selected Consultant have

executed the Contract, all Proposals will become public records. Copies of said public records may be requested through the City's Chief Clerk's office.

Trade secrets and other confidential proprietary data contained in the Proposal may be held confidential if the Proposer requests in writing that the City does so and the City agrees in writing to do so. Material considered trade secrets or confidential proprietary data by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for requesting the confidentiality of each such material. Blanket statements that entire Proposal is confidential shall be unacceptable.

The Proposal will become the exclusive property of the City and will not be returned.

#### ***D. EVALUATION OF PROPOSALS***

The award of the Services associated with this RFP may or may not be made to the Proposer submitting the lowest price Cost Proposal. The award will be made to the Proposer whose Proposal is determined to be the most advantageous to the City, taking into consideration, without limitation the evaluation factors set forth below:

1. Experience, qualifications, and commitment of the Consulting Team
  - a. The degree to which the personnel on the Consulting Team have held responsible project positions for similar street design and construction projects;
  - b. The degree to which the Consulting Team brings experience in the full range of skills (e.g.: familiarity with PennDOT design and construction methods), and expertise needed to accomplish the scope of work in all task areas;
  - c. The specific commitments made in the Proposal for staffing the Consulting Team, including percent of Project Manager's time dedicated to the Project;
  - d. Experience within the local region (City of Reading and Berks county); and
  - e. Any other experience and/or criteria the committee deems relevant.
2. Experience and past performance of the Proposer and Consulting Team members on similar projects within the last five years:
  - a. The experience of the Proposer and Consulting Team members in designing and managing projects of similar nature and complexity;
  - b. The ability of the Proposer to draw on this experience to benefit the Project; and
  - c. Any other experience and/or criteria the City deems relevant.
3. Method of accomplishing the scope of work
  - a. Proposed organization of the work;
  - b. Unique capabilities that may influence the Project;
  - c. Understanding of the appropriate levels of effort required (hours) for various tasks;
  - d. Ability to identify Project risks and implement methods to mitigate or eliminate such risks to complete the Project within the proposed schedule, estimated budget and with the quality and/or performance specifications identified herein;
  - e. Appropriate Project financial and management controls including, but not limited to,
    - i. Clear method and effort level of meeting and tracking progress of schedule milestones, intended outcomes and deliverables for each task

- ii. Quality assurance
  - iii. Project financial controls and invoicing systems
4. Any other experience and/or criteria the City deems relevant.

***E. PROPOSAL SUBMISSION***

An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted via the PennBid Program ([www.pennbid.net](http://www.pennbid.net)). Proposals shall be received until 3:00 P.M., prevailing time on, April 23, 2021. Specifications and Proposal Forms for the above work can be obtained via PennBid at [www.pennbid.net](http://www.pennbid.net).

Proposals received after the hour specified, will not be considered. Proposers are invited to be present at the RFP opening.

***F. WITHDRAWAL OF PROPOSALS***

Proposals may not be modified after submittal. Proposals may be withdrawn after submittal, provided the Proposer makes its request to withdraw in writing and the request is received and acknowledged by the City in writing prior to the time specified for the Proposal Opening.

Negligence by Proposer in preparing its Proposal confers no right of withdrawal or modification of its Proposal after such Proposal has been opened. No claims on account of mistakes or omissions in any Proposal will be considered. Proposals are deemed a firm offer and each Proposer agrees that its Proposal shall not be withdrawn within one hundred twenty (120) days from the Proposal Opening.

***G. PROCEDURE FOR REVIEW OF PROPOSALS***

The City shall conduct a preliminary evaluation of all Proposals based on the information provided. The City will first review each Technical Proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a Proposal.

Upon completing its technical review, the City will evaluate and score each of the Technical Proposals. The City will then open each of the Cost Proposals and complete a similar review, evaluation, and scoring.

The City may arrange for meetings or interviews with one or more of the Proposers to clarify any aspect of its Proposal and to give a Proposer the opportunity to explain its credentials. The City has the responsibility to negotiate the most favorable cost, terms and conditions for the City. The negotiating process may involve one or more Proposers, and may continue until the Contract is executed by the Selected Consultant. The City will contact the Proposers selected for an interview with the date and time for their respective interviews.

## ***H. WINNING PROPOSAL***

The City will select a winning Proposal if the City determines that an appropriate, acceptable and complete Proposal is submitted by a responsible Proposer which the City, at its sole and exclusive discretion, determines will provide the best overall value to the City.

## **V. CONTRACT TERMS REQUIRED TO COMPLETE THE PROJECT**

The City will notify the selected Proposer with a “Notice of Award”. The selected Proposer and the City will execute an Contract, in a form substantially similar to the example Contract attached to this RFP as Attachment 1, for the completion of the Services identified in this RFP (the “Contract”) within seven (7) calendar days after the City’s transmittal of the Notice of Award. If the selected Proposer does not accept the Contract presented by the City within such time, the City may, in its sole discretion, withdraw the Notice of Award. Subject to the City’s reservation of rights below, the City may select another Proposer to award the Contract or withdraw the RFP.

The Contract, when executed, shall be deemed to be the entire Contract between the parties; the Selected Consultant shall not base any claim for modification of the Contract upon any prior representation or promise made by the representatives of the City, or other persons. This RFP with all addendums will be attached as an exhibit to the Contract.

The Contract will include, without limitation, the following terms and conditions:

### ***A. INSURANCE***

The Selected Consultant shall be an independent contractor. The Selected Consultant shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things. The Selected Consultant shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during its performance of the Project.

The Selected Consultant shall maintain such insurance as will protect it from claims under worker’s compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under the Contract, whether such operations be by itself, by any Subconsultant or anyone directly, or indirectly employed by either of them.

The minimum amount of liability insurance to be maintained by the Selected Consultant and its Subconsultants are identified in the Contract.

### ***B. EQUAL EMPLOYMENT OPPORTUNITY***

During the performance of the Contract, the Selected Consultant agrees as follows:

The Selected Consultant will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Selected Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall

include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Selected Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The City may elect to provide the Selected Consultant with the required form notice.

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

In the event of the Selected Consultant's noncompliance with the non-discrimination clauses above or with any applicable laws, the Contract may be canceled, terminated, or suspended in whole, or in part and the Selected Consultant may be declared ineligible for further City contracts.

The Selected Consultant shall include the paragraphs set forth in this section in every subcontract or purchase order unless exempted.

***C. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED***

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

***D. ALTERATIONS OR MODIFICATIONS***

The Contract will be under the direct supervision of the City, its authorized representatives or its agents. Any alterations or modifications of the work performed under the Contract shall be made only by written agreement between the Selected Consultant and the City's authorized representative and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by a written agreement and signed by the City's Managing Director.

***E. SUBCONTRACTS***

The Selected Consultant will not be allowed to subcontract work under the Contract unless prior written approval of each Subconsultant is granted by the City in its sole discretion. The Subconsultants shall be bound by the conditions of the Contract and shall execute and deliver to the City a Political Contribution Affidavit and Non Discrimination Statement prior to performing any Services under the Contract. All required notices, work orders, directives and requests for emergency Services will be directed to the Selected Consultant. All directions given to a Subconsultant in the field shall bind the Selected Consultant as if the notice had been given directly to the Selected Consultant.

***F. RIGHT TO AUDIT RECORDS***

The City shall be entitled to audit the books and records of the Selected Consultant or any of its Subconsultants to the extent that such books and records relate to the Contract or its performance of the Project. Such books and records shall be maintained by the Selected Consultant and its

Subconsultants for a period of three (3) years from the date of final payment under the Contract unless a shorter period is otherwise authorized in writing.

***G. DISSEMINATION OF INFORMATION***

During the term of the Contract, the Selected Consultant may not release any information related to the Services or performance of Services under the Contract, nor publish any report or documents relating to the City, the account or performance of Services under the Contract without prior written consent of the City. The Selected Consultant shall indemnify and hold harmless the City, its officers, agents, and employees from all liability or damages which may be incurred by reason of the Selected Consultant's unapproved dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the Contract by the Selected Consultant or its agents or employees.

***H. BUSINESS PRIVILEGE LICENSE AND TAX***

The City of Reading imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2 ¼ mills upon the gross receipts attributable to business conducted within the City of Reading.

***I. PERMITS / LICENSES***

The Selected Consultant shall pay all fees and procure all licenses and permits necessary to complete the Project after first obtaining the written approval of the City. The Selected Consultant may invoice the City for the actual fees paid to the applicable regulatory agency to procure such licenses and permits. The Selected Consultant shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of the Contract.

***J. OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS***

The Selected Consultant shall comply with all applicable Federal, State, and Local laws, ordinances, decrees, orders, published governmental guidance documents, and industrial statutes, regulations, codes and standards.

**VI. RESERVATION OF RIGHTS**

The City reserves and may, at its sole discretion, exercise the following rights with respect to this RFP and all Proposals submitted pursuant to this RFP:

- a. To reject all Proposals and re-issue the RFP at any time prior to execution of a final Contract; to require, in any RFP for similar products and/or Services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.
- b. To reject any Proposal if, in the City's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Proposer does not meet the qualification requirements set forth herein, or it is otherwise in the best interest of the City to reject the Proposal.

- c. To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the execution of a final contract.
- d. To accept or reject any or all of the items in any Proposal and award a contract for the whole or only a part of any Proposal if the City determines, in its sole discretion, that it is in the City's best interest to do so.
- e. To reject the Proposal of any Proposer that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially or technically incapable, or is otherwise not responsible.
- f. To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the City's sole judgment, material to the Proposal.
- g. To permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to Proposals by one or more of the Proposers following Proposal submission.
- h. To request that one or more of the Proposer modify their Proposals, including, but not limited to, modifying the pricing or provide additional information.
- i. To request additional or clarifying information from any Proposer at any time, including information inadvertently omitted by a Proposer.
- j. To require that the Proposer appear for interviews and/or presentations of their Proposals at City offices.
- k. To inspect projects similar in type and scope to the work sought in this RFP.
- l. To conduct such investigations as the City considers appropriate with respect to the qualifications of any Proposer and with respect to the information contained in any Proposal.



## **NON-COLLUSION AFFIDAVIT**

### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to a proposal. According to the Pennsylvania Antbid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals, such as the Proposal submitted by the Proposer.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the Proposer who is authorized to legally bind the Proposer.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should carefully examine it before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.
4. If the Proposal is submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
5. The term “complementary proposal” as used in the Non-Collusion Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of a proposal higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the Proposal.

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent of Proposer)

of \_\_\_\_\_, the Proposer that  
(Name of the Proposer)  
has submitted the attached Proposal;

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

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

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

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

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

I state that \_\_\_\_\_ understands  
(Name of Proposer)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which the Proposal is submitted. I understand and the Proposer understands that any misstatement in this Non-Collusion Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of proposals for this Contract.

Name: \_\_\_\_\_

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

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

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

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

My Commission Expires: \_\_\_\_\_

**PROPOSER'S STATEMENT FOR PUBLIC DISCLOSURE**

If space on this form is inadequate for any requested information, this should be furnished on an attached page which refers to the appropriate numbered item on this Proposer's Statement for Public Disclosure.

1. a. Name of Proposer:

b. Address and Zip Code of Proposer:

2. If the Proposer is not an individual doing business under his own name, the Proposer has the status indicated below:

\_\_\_\_\_ a corporation organized under the laws of \_\_\_\_\_

\_\_\_\_\_ a partnership organized under the laws of \_\_\_\_\_

\_\_\_\_\_ a limited liability company organized under the laws of \_\_\_\_\_

\_\_\_\_\_ a joint venture organized under the laws of \_\_\_\_\_

\_\_\_\_\_ other (explain) \_\_\_\_\_ organized under the laws of \_\_\_\_\_

3. If the Proposer is not an individual or a government agency or instrumentality, give date of organization: \_\_\_\_\_

4. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, investors other than a government agency or instrumentality, are set forth as follows:

a. If the Proposer is a corporation, the officers, directors, trustees, and each stockholder owning more than 10% of any share of stock.

b. If the Proposer is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.

c. If the Proposer is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.

d. If the Proposer is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

	POSITION TITLE (if any) AND
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NAME, ADDRESS & ZIP CODE	PERCENT OF INTEREST OR DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

5. Name, address and nature and extent of interest of each person or entity (not named in response to Item 4) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Proposer (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Proposer, or more than 50% of the stock in a corporation which holds 20% of the stock of the Proposer).

NAME, ADDRESS & ZIP CODE	DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

6. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 4 or Item 5 above:

7. Is the Proposer a subsidiary of or affiliated with any other corporation or any other firm or firms?

\_\_\_ YES \_\_\_ NO. If yes, list each such corporation or firm by name and address, specify its relationship to the Proposer, and identify the officers and directors or trustees common to the Proposer and such other corporation or firm:

Subsidiary or Affiliated Entity Name	Address	Relationship to Proposer	Common Officers, Directors or Trustees

8. List the federal grant projects under Title I of the Housing and Community Development Act of 1974 (CP.L.93-383), as amended, in which the Proposer or any of the principals of the Proposer is or has been the contractor, or a stock-holder, officer, director or trustee, or partner of such a contractor:

9. If the Proposer or a parent corporation, a subsidiary, an affiliate or a principal of the Proposer is to participate in the Project as a Subconsultant:

a. Name and address of such Subconsultant:

Name of Subconsultant	Address

b. Has such Subconsultant within the last 10 years ever failed to qualify as a responsible bidder or proposer, refused to enter into a contract after an award has been made, or failed to complete a contract?

\_\_\_ YES \_\_\_ NO. If yes, explain:

c. Outstanding contract bids of such Subconsultant:

Awarding Agency	Amount	Date Opened
	\$	
	\$	

10. Brief statement respecting equipment, experience, financial capacity, and other resources available to such Subconsultant for the performance of the work or Services involved in the contract, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the Subconsultant.

11. a. Does any member of the governing body or employee of the Local Public Agency or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Proposer or in the Proposer's performance under the contract? \_\_\_YES \_\_\_NO. If yes, explain:

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b. Does any member of the governing body of the locality in which the Public Improvement Project is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Proposer or in the Proposer's performance under the contract? \_\_\_YES \_\_\_NO. If yes, explain:

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**CERTIFICATION**

I (We) \_\_\_\_\_ certify that this Proposer's Statement for Public Disclosure is true, accurate and complete to the best of my (our) knowledge and belief(s) after reasonable inquiry.

DATED:

DATED:

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(ADDRESS & ZIP CODE)

\_\_\_\_\_  
(ADDRESS & ZIP CODE)

1 - If the Proposer is an individual, this Proposer's Statement for Public Disclosure should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this Statement.

2 - Penalty For False Certification: It is unlawful to knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter to a public servant under Section 1001, Title 18, of the U.S.C. and Section 4904, Title 18 of the Pennsylvania Consolidated Statutes. Penalties may include a fine of not more than \$10,000, imprisonment of not more than five years, or both.



**CERTIFICATION OF NON-INDEBTEDNESS TO THE CITY OF READING**

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

Proposer: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

**NON DISCRIMINATION STATEMENT**

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

Name: \_\_\_\_\_

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

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

# Attachment 1: Proposed Contract

## **EXECUTION OF CONTRACT**

The successful Proposer shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into a contract with the City.

The contract, along with this RFP, its attachments and addendums, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives of the City, or other persons.

## **CONTRACT TERMINATION**

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
- B. The proposer is not complying with the specifications.
- C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment.
- D. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- E. The proposer refuses to proceed with work when and as directed by the City.
- F. The proposer abandons the work or fails to provide timely reports and revenue to the city demonstrating effective and fair collection efforts.
- G. The proposer fails to adhere to the policies and procedures of the Fair Debt Collections Practices Act.

Proposers who have questions concerning various aspects of this Contract should contact the following person:

Tammi Reinhart, Purchasing Coordinator  
City Hall, 815 Washington Street  
Reading, PA 19601-3690  
610/655-6427 (fax)  
[tammi.reinhart@readingpa.org](mailto:tammi.reinhart@readingpa.org)

Attachment 2

Buttonwood Gateway Final Plan  
And  
The Habitat for Humanity Buttonwood Gateway Project





**IMPERVI**  
 EXISTING IMPE  
 PROPOSED IMPE  
 TOTAL IMPERVI

Project Date: 7/18/2018 and Plot Date: 7/18/2018 / 15.55.19

REVISION	DATE	DESCRIPTION

Attachment 3

Buttonwood Gateway – City of Reading Project

Attached under Separate Cover

## Attachment 4

### Complete Streets Initiative (Attached under separate cover)