

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.1

RFP: Downtown Plus Strategic Master Plan Project

DUE DATE: October 9, 2020  
3:00 P.M. Prevailing Time

NOTICE

**This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:**

All proposers must be aware that the plan's funding source is CDBG-CV (Cares Act). The selected firm must prepare the entire plan in compliance with the funding source requirements. The entire plan must clearly demonstrate how the City can prepare, prevent, and respond to the health and economic impacts of COVID-19.

The following document Professional Services Contract Appendix is part of the contract documents:

City of Reading  
Community Development Block Grant  
Professional Services Contract Appendix

**1. Environmental Mitigation Measures**

The professional services provider will design the project to comply with mitigation measures as established and identified in the CDBG environmental review completed in accordance with 24 CFR Part 58.

**2. Section 3 of the Housing and Urban Development Act of 1968**

The professional services provider will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG assisted project will be extended to lower income project area residents. Further, the consultant will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.

**3. Clean Air and Water (contracts in excess of \$100,000)**

The professional services provider shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857h-4 transferred to 42 USC 7607), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

**4. Energy Efficiency**

The professional services provider shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163 codified at 42 USCA 6321 et. seq.).

**5. Minority Business Enterprise**

Consistent with the provisions of Executive Order 11246 and OMB Super Circular 2 Part 200, the professional services provider will take affirmative steps to ensure minority businesses are used when possible as sources of supplies, equipment, and construction and services. Additionally, the professional services provider must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority sub-contractors and suppliers to the City of Reading, Pennsylvania upon request.

**6. Ownership of Document**

All drawings, specifications, studies, and other material prepared under this contract shall be the property of the City of Reading, Pennsylvania and at the termination or completion of the professional services provider services shall be promptly delivered to the City of Reading, Pennsylvania. The professional services provider shall have no claim for further employment or additional compensation as a result of exercise by the City of Reading, Pennsylvania of its full rights of ownership. It is understood, however, that the professional services provider does not represent such data to be suitable for re-use on any other project or for any other purpose. If the City of Reading, Pennsylvania re-uses the subject data without the professional services provider written verification, such reuse will be at the sole risk of the City of Reading, Pennsylvania without liability to the professional services provider.

**7. Debarment**

The professional services provider by executing this contract certifies that neither it nor any firm, corporation, partnership or association in which it has a substantial interest is designated as an ineligible firm by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5).

**8. Reports and Information**

The professional services provider will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City of Reading, Pennsylvania to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City of Reading, Pennsylvania or its authorized representative, and will be retained for five (5) years after the expiration of this contract.

**9. Access to Records**

It is expressly understood that the professional services provider records relating to this contract will be available during normal business hours for inspection by representatives of the City of Reading, Pennsylvania and U.S. Department of Housing and Urban Development.

**10. Employee-Employer Relationship**

The contracting parties warrant by their signature that no employer-employee relationship is established between the professional services provider and the City of Reading, Pennsylvania by the terms of this

contract. It is understood by the parties hereto that the is an independent contractor and as such neither it nor its employees, if any, are employees of the City of Reading, Pennsylvania for purposes of tax, retirement system or social security (FICA) withholding.

**11. Conflict of Interest**

The professional services provider warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. The professional services provider further covenants that, in performing this contract, it will employ no person who has any such interest.

**12. Modification and Assignability of Contract**

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement. The professional services provider may not sub-contract or assign its rights (including right to compensation) or duties arising hereunder without the prior written consent of the City of Reading, Pennsylvania. Any sub-contractor or assignee will be bound by all of the terms and conditions of the Agreement.

**13. Section 109 of the Housing and Community Development Act of 1974**

The professional services provider will comply with the following provision: No person in the United States may, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of or be subjected to, discrimination under any program or activity funded in whole or in part, with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

**14. Nondiscrimination**

The professional services provider will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap or national origin.

**15. Procurement of recovered materials**

Pursuant to 2 CFR Part 200.322 the professional services provider shall comply with applicable standards, orders, or requirements issued under section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- Q1. Can you provide an estimated value on this project?
- A1. The City of Reading is attempting to transform the core of our downtown area and also supplement the extended area. Understanding the scope of this project it is expected to cost as much as \$300,000. City will evaluate received and qualified proposals based on best value presented. That is to say, credentials, similar work related experience and timely delivery will be factored, in the selection process. The City budget for the Downton Plus strategic development is based on competitive and substantive proposals received.
- Q2. DBE was indicated as part of the selection criteria, but is there a specific percentage set aside for DBE firms?
- A2. DBE participation should be a minimum of 20% or more.
- Q3. This effort will require a great deal of coordination with numerous stakeholders, both public and private, yet the schedule is only four (4) months from NTP to the draft report. Is there any flexibility in the schedule?
- A3. Yes there will be some flexibility; yet the goal is to be deliberate and aggressive in the completion of the plan. Qualified vendors will provide a schedule of tasks which will be evaluated as an essential component for the delivery of a successful study.
- Q4. What is the funding source for this effort and what is the expected budget allocation?
- A4. City of Reading, utilizing multiple sources.
- Q5. Will this plan be coordinated with the ongoing Berks County Economic Development Plan? What type and level of coordination is anticipated?
- A5. Yes, the City is an essential partner of a Study Berks County is developing for 2030.
- Q6. Does the City have a not to exceed or approximate budget for these services?
- A6. Yes. Please refer to the answer to question No. 1 that details the process through which Best Value selection will be implemented.
- Q7. What is the budget for professional services?
- A7. Please refer to question 1.
- Q8. Is this a grant funded project?
- A8. No

- Q9. Does the City have an existing inventory of public art?
- A9. Yes, the inventory will be shared with selected Vendor
- Q10. Does the plan require any detailed traffic or parking studies, or is the analysis "high level" to discover patterns and context?
- A10. No. The City is in the process of launching an independent Comprehensive parking study. Selected Vendor will be privy to the study. The vendors' participation for traffic and parking will include coordination with Parking Study Vendor.
- Q11. Does the City desire/branding for signage and wayfinding as part of this plan, or is the intent to develop the potential locations for signage and way finding.
- A11. The intent is to propose potential locations for signage and way finding.
- Q12. Does the City have existing GIS mapping data and will it be made available to the selected consultant?
- A12. Yes. GIS mapping will be made available to selected Vendor
- Q13. No other reference to submitting a cost proposal appears to be referenced outside of a price effectiveness period. Do you require a work scope and budget at this stage or are you requesting qualifications alone per section entitled Professional Qualifications and Experience?
- A13. Qualified Vendor will provide description of every task given in the scope of work, allotted hours for each task and cost for specific tasks. The RFP is designed to produce interest from qualified vendors whom are capable of delivering this study within specific time.
- Q14. Do you require a notary for the affidavit given constraints posed by COVID-19?
- A14. This would not be necessary so long an authorized responsible party signs the proposal.
- Q15. Do you have a specific outline, page limit and/or preferred format for the response?
- A15. Vendors will limit their scope of work to ten (10) pages single line. The statement of qualifications as well as resumes can be provided through FTP link. In addition to any other necessary information. Vendor will provide access the link in their scope of work. Please note FTP link will remain valid through the duration of the project and/or until vendor receives a letter from Purchasing Department to inform the vendor otherwise.

Q16. How much emphasis do you anticipate giving a retail strategy that emphasizes local retail attraction, retention and growth?

A16. The Downtown plus encompasses several zoning districts which some are considered historic. Accordingly, the vendor, based on their relevant experience in other cities, will develop strategies to embrace local retailers, attract regional and national and commercial retailers, and develop plans for repurposing on high density areas to support growth in commercial corridors.

Q17. Has a budget for the work been determined?

A17. Please refer to question 1

Q18. What market data is currently available from the Municipality? Or would it be preferable to have no data from CoStars or similar sources utilized?

A18. Qualified Vendor will rely on their current market data and will provide compelling support which will indicate such market data will be successful within the City of Reading.

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

Firm Name (Type or Print)\_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title\_\_\_\_\_

Name (Type or Print)\_\_\_\_\_

Date\_\_\_\_\_

