

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.2

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 contact 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 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. Is there a set budget or expected fee range for the project? 2) What factors are influencing the proposed schedule?
- A1. This question is answered in addendum No. 1 under question No. 1 and question No. 3
- Q2. What is driving the project timeline? Is there flexibility if the City, advisory committee, and consultant team determine that the public engagement process requires more time?
- A2. Please refer to Addendum No. 1 question No. 3
- Q3. Will public participation entail providing materials and presentations in Spanish as well as English? Will the City provide translation services or do we need to build this into our project budget?
- A3. Preferably the presentation will include materials in Spanish. The City will provide personnel in Community Development Department who are capable of translating to Spanish.
- Q4. Does the City already have a foundation for the public art inventory (a list of works, artists, dates, materials, and location), or will the consultant team first need to build the inventory and then provide an assessment of condition?
- A4. Please refer to Addendum No. 1 question No. 9.

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 _____