

REQUEST FOR PROPOSALS

SEWER FUNDS FINANCIAL ANALYSES

Bulk User Rate Calculation and Reconciliation

Retail User Rate and Affordability Analysis

Capital Capacity Purchase Update

High Strength Surcharge Update

CITY OF READING

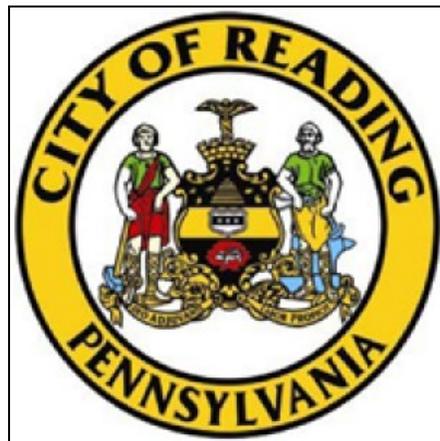


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I. REQUEST FOR PROPOSALS

The City of Reading, Pennsylvania (the “City”) is seeking proposals from qualified professional consultants to conduct a comprehensive financial study of its capital, retail, bulk, and surcharge rate structures for the provision of services associated with wastewater collection and treatment (the “Sewer Funds Financial Analyses,” or “Study”).

II. INTRODUCTION

A. Purpose

The intent of the Study is to assess and evaluate the existing wastewater rates, fees, and charges and to provide a fair and reasonable rate structure that will ensure the financial viability of the City’s wastewater system. The City has recently undertaken several capital improvements which include an extensive upgrade of their wastewater treatment plant and improvements to their pump stations in the sewer system. The City has issued bonds and procured several loans for the capital improvements. The Study must consider a rate methodology that is (1) fair and equitable for the existing and future City wastewater customers; (2) affordable for residential, commercial, industrial, and municipal bulk users; (3) complies with existing Intermunicipal Agreements; and (4) ensures that current and future debt obligations will be met.

B. Background

The City was incorporated in 1847 and is located in Berks County, Pennsylvania. The City encompasses roughly nine (9) square miles and has a population of approximately 96,000 diverse people. The City of Reading provides wastewater services to approximately 25,000 residential, commercial, institutional, and industrial customers.

The City owns and operates a sewage collection system consisting of approximately 175 miles of pipe and also owns and operates a regional 20.5 MGD wastewater treatment plant (“WWTP”) known as Fritz Island. The City, receives, conveys, and treats wastewater from fourteen (14) surrounding municipalities (collectively, the “Contributing Municipalities” and each, a “Contributing Municipality”) to the Fritz Island WWTP in addition to its own sewage flow, serving a total population of approximately 125,000 individuals. The City is a party to an Intermunicipal Agreement (“IMA”) with each Contributing Municipality. These IMAs follow one of two primary forms for defining the rate calculation methodology. The “Old IMAs” feature a rate calculation methodology using audited financials and the actual flows self-reported by the Contributing Municipalities, while the “New IMAs” use budgeted, projected flows, and capital capacity purchase with an annual reconciliation as the rate calculation method.

The City of Reading’s wastewater utility is considered a self-supporting enterprise, and the City uses fund accounting. Revenues derived from wastewater service charges must be adequate to fund the City’s operating costs, debt service, and capital improvements. The last sewer financial study was conducted in 2018 as capital improvements at the WWTP were in the initial phases of construction.

The annual operating and maintenance budget of the regional wastewater treatment system is approximately \$33 million, including transfers from the retail sewer fund, which has revenues of approximately \$25 million. Approximately one-half of the annual operation and maintenance

budget is funded through revenues collected from the Contributing Municipalities under the IMAs. The quarterly bulk customer rates for the Contributing Municipalities must be calculated and communicated by September 30th of the preceding calendar year in order to adopt an amended rate ordinance for the Contributing Municipality's end users for the following year.

The City has also adopted an ordinance which establishes a surcharge for certain industrial and commercial users with high strength wastewater streams.

C. Proposal Submission

Interested proposers shall their proposal – separate technical proposal and a separate fee proposal via the Penn Bid website at PennBid.Procurement.com.

Proposals shall be received up to 3:00 P.M., prevailing time on Thursday, July 29, 2022.

Proposals received after the proposal submission deadline will not be considered. Proposers are invited to be present at the RFP opening.

D. Proposer's Certification

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed.

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.

E. Study Objectives

1. Provide a comparison of current wastewater costs against appropriate industry benchmarks (Cost of Service Analysis).
2. Recommend baseline retail rate structure required to fund the wastewater system that considers debt service, operational costs, inflation, and indexed adjustments to adequately ensure financial viability.
3. Recommend ways to communicate rate changes to the retail community served by the City.
4. Examine the existing tapping fee structure in accordance with the provisions of Act 57 of 2003. Recommend proposed updates to the tapping fees to capture completed/anticipated capital improvements and liabilities incurred as well as retiring or removing from service assets that no longer exist due to recent upgrades.

5. Examination of the rate structure assessed to the Contributing Municipalities as well as revenue received from these contributors to produce an annual reconciliation report.
6. Evaluate the operational costs of treating high strength wastes received from industrial users, review the current high strength waste surcharge formula and charges, and recommend updates to the formula and charges based upon the wastewater design.

F. Study Requirements

The Study will require the selected consultant to perform all necessary analyses and documentation for the Sewer Funds Financial Analyses. In general, the scope of work shall involve a comprehensive review of the City of Reading’s wastewater finances. The scope of work will include the following Tasks, which have been delineated such that certain tasks may be completed independently. The City reserves the right to prioritize tasks and issue notices to proceed with the Tasks as it determines in its sole discretion.

1. Task No. 1 – Cost of Service Analysis

The recommended rate structure shall be based on the cost of service and shall be sufficient to meet the revenue requirements of the City of Reading. The Consultant shall examine the following aspects of the City’s wastewater operations to develop a model that identifies current and projected costs for operation of the system based on the noted criteria:

- a. Current and future cost of providing sewer service should consider established and anticipated standards and regulations.
- b. Projected demands for sewer service.
- c. Age and condition of wastewater system.
- d. Funding requirements for all current long-term liabilities and debt obligations (bond and loans).
- e. Existing Capital Improvements Program (“CIP”) implementation.
- f. Pennvest debt service obligations and other loan commitments.
- g. Additional financing and debt service costs to fund future capital projects.
- h. Comparison of the City’s Cost of Service to other municipal entities of similar customer size/economic placement.
- i. Prepare “Benchmark” data for the following categories for the most recent available audit year:
 - i. Debt Ratio
 - ii. Return on Assets
 - iii. Operation and Maintenance Cost per customer account

- iv. Operation and Maintenance Cost per Million Gallons Treated
- j. Provide a Cost of Service prediction based on all contributing factors for the current year, plus the following forward intervals: 5 Year, 10 Year, 15 Year and 20 Year

2. Task No. 2 – Revenue Analysis

Following the assessment of the current and predicted Cost of Service for the required interval years (current, 5, 10, 15, and 20 Year), the Consultant shall complete an analysis of the City’s revenue stream for the interval years, predicated on the existing rates charged to City residents, non-residential customers, and revenue from the Contributing Municipalities.

- a. Analyze rates/revenues from each of the Contributing Municipalities as described in each corresponding inter-municipal agreement.
- b. Analyze rates under the old and new inter-municipal agreements for each of the Contributing Municipalities (some municipalities may not have completed inter-municipal agreements).
- c. Analyze rates/revenues from the City’s direct retail wastewater customers.

3. Task No. 3 – Cost of Service/Revenue Comparison and Rate Recommendations

Following the completion of Task 2, the Consultant shall prepare a unified comparison of the Cost of Service in each of the interval years to the projected revenue based on the City’s existing rate structure for wastewater service. The comparison shall further identify the magnitude of any revenue surplus or deficit in the study year. If a deficit year is identified, the Consultant shall “regress” the analysis (if necessary) to identify the specific year in which the deficit would occur and identify the percentage of increase in the rate structure that will be required to eliminate the revenue deficit for that year and the ensuing years of the analysis period.

The Consultant shall design a rate structure (for the City’s direct retail customers) to address the revenue requirements needed to fully fund the City’s wastewater operation. (Task No. 6 will address the rates of the Contributing Municipalities.) Furthermore, the Consultant shall, based on the Cost of Service prediction for each year, identify the year in which future rate increases should be implemented. The Consultant shall consider the following criteria in the design of the rate structure:

- a. Historical, current and projected revenues, usage, expenses, reserve policies, billing and collection procedures, rates and charges.
- b. Current operational and capital improvement needs.
- c. The effects of the City’s estimates of growth.

- d. Effects that water conservation could have on future revenue projections. Include inflow and infiltration measures taken by the City of Reading or surrounding municipalities that could affect the amount of wastewater discharged and ultimately collected and treated by the City of Reading's WWTP.
- e. The recommended rate structure shall be consistent with industry practice for utility rate making in Pennsylvania
- f. Sufficient revenue for the funding of a reserve account
- g. Target a Return on Investment ("ROI") that does not exceed \$3,000,000 annually.

4. Task No. 4 – Calculation of Return on Investment

The City has two different rate structures, with one based on budget, projected flows, and capital capacity purchase with an annual reconciliation (the New IMAs), and the other one based upon audited financials and the actual flows self-reported by the Contributing Municipalities (the Old IMAs). The City desires to have one IMA rate structure based upon budgets and reconciliations. Utilizing the framework from Task No. 3, the Consultant shall identify when the City needs to calculate an increase in the rates for the Contributing Municipalities and the magnitude of the rate increase required to meet the City's needs. Any projected rate increases for the Contributing Municipalities should follow the same calendar format for the City's retail customers.

5. Task 5 – Annual Reconciliation of Contributing Municipalities' Sewer Rates

The City is required by the IMAs to calculate annually the City's cost of service for wastewater treatment and each Contributing Municipality's share of that cost based on each Contributing Municipality's metered flow. Some of the Contributing Municipalities pay based on rates developed using budgeted financials, not audited financials. The goal of Task 5 is to develop a reconciliation to compensate for the difference between budgeted financials and audited financials from 2018-2020, and then 2021, as data from 2021 becomes available. The Consultant shall provide a cost to reconcile the City's annual cost of service and the appropriate share of that cost that should be allocated to each Contributing Municipality based on the terms of the IMA(s). The Consultant shall also prepare a spreadsheet of calculations for the City to use to prepare such a reconciliation on an annual basis. The Cost Proposal shall include the cost to perform this reconciliation for 2018-2020 and 2021. The City may renew the term of the Agreement annually for up to five (5) additional audit years, and Proposers must include in their Cost Proposal the maximum annual escalator in fees and costs to provide the services associated with performing the reconciliation during the renewal terms.

6. **Task 6 – Calculation of Contributing Municipalities’ Annual Sewer Rates**

The City has been provided with various constraints regarding limits on its ROI from the operation of the wastewater system. Per the terms of the Consent Decree¹, which required certain capital improvements to be made, and the IMAs, the City’s ROI has been limited to \$3,000,000 annually. For each of the budget analysis years identified in Task No. 3, the Consultant shall calculate a “just” ROI, with “just” meaning the amount that the City should earn to adequately fund a reserve account and anticipated CIP projects. The Consultant should explain the need for an ROI that exceeds the current limit and indicate the years (and accompanying rates) in which an ROI exceeding the \$3,000,000 amount would be required. This Task is similar to Task 3 but requires a more focused analysis of the ROI to justify the need to exceed the \$3,000,000 limit imposed by the legal agreement referenced above.

7. **Task 7 – Tapping Fee Calculation Update.**

The study shall include a recalculation of the City’s tapping fees per the provisions of Act 57 of 2003. This calculation should review the assets included in the most recent tapping fee update, include the addition of assets from the most recent construction upgrades and debt service obligations, and remove the expired and removed-from-service wastewater assets to accurately reflect the City’s current wastewater assets. Additionally, this task should include the determination and recommendation regarding the use of a different tapping fee by region and point of entry for flows based upon the section of the City’s collection system.

8. **Task 8 – High Strength Waste Surcharge**

The Study shall provide an update to the high strength waste surcharge calculations and formulas to coincide with the design criteria for the newly-renovated WWTP so that the current design criteria and annual operating costs are used for assessing the increased costs to treat the higher than domestic strength waste received from non-residential contributors. The Study will also include the projections of any additional revenues based upon the strength and volume received from permitted industrial users in the regional City wastewater system. This task includes the development of a spreadsheet that may be modified for use in subsequent years by the City to perform this update on a routine, annual basis upon receipt of the audited financial reports.

¹ In April, 2003, the City was requested to meet with the United States Department of Justice (USDoJ) as well as United States Environmental Protection Agency (USEPA), and PADEP to discuss Clean Water Act issues. This suit was settled and culminated in a Consent Decree which was executed in December 2004 and signed by the judge on November 7, 2005 as the Entry Date. This Consent Decree details studies to be performed leading to a capital improvements plan and rehabilitation plan for the treatment plant and collection system respectively and the industrial pretreatment program.

G. *Services to be Provided by Consultant*

1. The Consultant shall conduct a review of the existing wastewater rates and the status of the wastewater funds.
2. The Consultant shall present to the City of Reading a schedule for developing and completing the Study by Task number and all other deliverables under this RFP prior to the start of the project.
3. The Consultant shall plan to attend meetings with the City of Reading in accordance with the requirements identified herein.
4. The Consultant shall conduct all necessary analyses as required to address the scope of this Request for Proposal.
5. The Consultant shall prepare a draft report to be provided to the City of Reading for review. The draft copy should be in PDF format and emailed to the City of Reading.
6. The Consultant shall prepare and provide Excel spreadsheets to the City for all calculations for detailed review and use in future years.
7. The Consultant shall incorporate the changes to the Study as requested by the City of Reading.
8. The Consultant shall submit the final Study to the City of Reading as discussed herein.

H. *Services to be Provided by the City of Reading*

1. The City shall furnish all reasonably available records and information, including financial reports, IMA(s), other relevant agreements, budgets, and wastewater data.
2. The City shall provide staff and engineering support and assistance as required and agreed to in advance of the Study.

I. *Form of Proposal*

Proposers shall be aware that the RFP and responses thereto are in the public domain; therefore, proposers shall identify specifically any information contained in the proposal which is to be considered confidential or proprietary and exempt from disclosure. Blanket statements that entire submittals are confidential shall be unacceptable.

All proposals will become the exclusive property of the City and will not be returned.

Proposals shall be prepared simply and economically, providing a concise description of the proposer's ability to fulfill the requirement of the Request for Proposal. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner as specified. The proposal shall be presented with the following headings:

1. Transmittal Letter: include a cover letter signed by an authorized representative of the firm. The cover letter must include name, address, telephone number and email address of the person(s) who are authorized to represent the proposer and to whom correspondence should be directed.
2. Table of Contents: Include a clear identification of the submitted material by section and by page number.
3. Project understanding and approach: Describe the approach to this Study, special ideas, techniques or suggestions.
4. Relevant work Experience: Describe your firm's unique qualifications and training for this type of work. Cite specific accounting certifications or accreditations. Experience should include experience working with a rate model.
5. Proposed project team, organizational chart, and resumes: Resumes should be limited to one page and include the most relevant experience.
6. Schedules and deadlines – Describe the plan/schedule for completing the work.
7. Cost proposal/schedule of costs – Shall include the breakdown by discipline, rate and expected hours with expected expenses. This shall be submitted as a separate attachment.
8. Certificate of Insurance

J. AVAILABLE BACKGROUND INFORMATION

Technical documents associated with the Project may be made available by the City to the Selected Consultant if deemed necessary by the City for the Selected Consultant to prepare the Study.

The Proposers shall treat all information disclosed by the City or its agents to the Proposers pursuant to this RFP as confidential information and shall not disclose such confidential information except to the extent required by applicable laws. However, the Proposer shall not be obligated to treat any information as confidential if it (a) is available to the public as of the date hereof, (b) becomes available to the Proposer on a non-confidential basis from a source other than the City or its agents; or (c) is developed independently by the Proposer.

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 in the event that the Proposer is selected.

K. PROJECT SCHEDULE

The Selected Consultant shall begin work within ten (10) calendar days of the City's issuance of a Notice to Proceed, which will be issued after the Contract has been fully executed. The initial activities of the Selected Consultant shall be to work with the City to review the Project schedule and budget and develop and present a work approach to the City.

A proposed schedule for the completion of the Project is set forth in Attachment 1 to this RFP (the "Schedule") and is incorporated herein. Each Proposer shall provide a detailed Project schedule including the milestones set forth in the Schedule as part of the Proposal and shall discuss the Proposer's ability to adhere to the Schedule.

III. PROPOSAL CONTENT

The Proposal shall provide a straightforward, concise description of the Proposer's ability to fulfill the requirements of the Project, as set forth in this RFP, including résumés of the persons to be assigned to the Project. In order to ensure a uniform review process and to obtain the maximum degree of comparability, the Proposals shall include the information, and shall be organized in the manner, specified below. Other material may be attached as deemed appropriate by the Proposer and may include copies of rate studies performed by the Proposer that most closely match the scope of work outlined about in this RFP.

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 Article III, Section B 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 the Proposer's experience with projects of a nature similar to the Project. The Proposer shall identify at least five (5) Projects (including names and phone numbers) as references and shall describe the relevant project conducted for each such client. A summary of each such relevant project experience shall be included.
3. Consulting Team: Organization charts identifying (a) the Project Manager, (b) a description of staff roles, (c) a description of Subconsultant roles, and (d) the qualifications, experience and office address for each proposed individual that the Proposer will use to perform the Project (the "Consulting Team"). Résumés for each individual on the Consulting Team shall be included in an appendix to the Proposal.
4. Project Approach: The Proposer shall describe its understanding and approach to completing the Project, including the following:

- a. The Proposer shall detail the scope of work to be provided under each phase of work.
 - b. The level of effort to complete the Project shall be based on an assumed number and extent of activities over the Schedule.
 - c. All work necessary to complete the work and not specifically identified in Article II of this RFP.
 - d. The Proposer will specify the anticipated level of participation from the City and its finance team in order to complete the project.
5. Schedule: The Proposer shall also provide a preliminary Project schedule showing the Proposer's planned approach, key task activities and milestones necessary to adhere to the Schedule. The Proposer shall identify significant potential risks that may impact the Schedule with recommendations for the mitigation and/or elimination of such risks.
6. Financial Soundness of Proposer: The Proposer's most recent certified annual report, including balance sheets and profit and loss statements, must be submitted with the Proposal. All information pertaining to the financial soundness of the Proposer shall be marked by the Proposer as "Confidential." The City of Reading will contract only with a Proposer found to be financially sound. In addition, the Proposer shall notify the City if there is (are) a major claim(s) against the Proposer that could affect its ability to perform the Project.
7. Contract Exceptions: Identify exceptions to this RFP (including the terms of the Proposed Contract), including a section and/or paragraph reference to the particular exception. Any exceptions listed in the Proposal must be accompanied by the specific changes requested. Generalized exceptions will be deemed non-responsive and shall have no effect on the Contract. The City will consider each exception noted in the Proposal during the scoring of the Technical Proposals. If the City elects to interview the Proposer, the Proposer will have an opportunity to discuss the exceptions identified in its Proposal to determine what, if any changes, the City will consider making to the Contract. Submission of a Proposal to the City shall be deemed the Proposer's acceptance of the terms of the proposed Contract, except for the specific exceptions identified in that Proposer's Proposal.

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 separately sealed and labeled "Cost Proposal" using the Cost Proposal Form, attached hereto as Attachment 2, 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 summary description and 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 regulatory permits

(if any are applicable) 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 this RFP which, in its opinion, will be required for the Selected Consultant to complete the Project, such additional services shall be noted in the Proposal, 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 Contract. Unless otherwise approved in writing signed 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 Proposer shall also provide a schedule of hourly billing rates in the event that the City requests, in writing, for additional services to be performed outside of the scope of services specified herein.

The City may include the Rate Study Report in offering documents for financing in connection with the Project. The Selected Consultant will have to specify any additional cost to the City to include the Rate Study Report in offering documents with respect to financing for the Project.

C. ASSIGNMENT OF KEY STAFF

The key member(s) of the proposed Consulting Team must be identified 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, credentials and hourly billing rate of the person replacing the departing 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 and Certification of Non-Indebtedness to the City, as such documents are set forth herein. 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

There will be no pre-proposal conference for this project.

B. PROPOSER'S CLARIFICATION AND QUESTIONS

To ensure fair consideration for all Proposers, the City prohibits communication related to this RFP to or with any City official, department director, division manager, employee, or the Project/Construction Manager prior to the submission of the Proposal with the exception of those questions relative to interpretation of specifications or the Proposal process.

Interpretations of the meaning of the RFP documents made to any Proposer orally shall not be binding on the City or any other Proposer.

The City is requesting that any questions or clarification requests be submitted in writing via the Penn Bid website at PennBid.procurement.com by 2:00 p.m., ET, on Friday, July 15, 2022. It is the City's intent to review these questions and provide a response to all of the Proposers via the Penn Bid website at PennBid.procurement.com by 4 p.m. EDT, on Thursday, July 21, 2022.

After the Proposal has been submitted to the City, communications related to this RFP, the Proposal or the Project initiated by a Proposer to the City shall be prohibited until a Contract has been executed by the City. Any communication between a Proposer and the City may only be initiated by the appropriate City employee or agent in order to obtain information or clarification needed to develop a proper, accurate evaluation of the Proposal.

Any prohibited 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 the 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 to the City to do so in writing and if 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 positions for similar projects;
 - b. The degree to which the Consulting Team brings experience in the full range of skills and expertise needed to accomplish the scope of work on the Project in all task areas;
 - c. The specific commitments made in the Proposal for staffing the Consulting Team, including the percentage of the Project Manager's time dedicated to the Project;
 - d. Experience within the local permitting region; and
 - e. Any other experience and/or criteria the City deems relevant.
2. Experience and past performance of the Proposer and Consulting Team members on similar projects within the last seven (7) years:
 - a. The experience of the Proposer and Consulting Team members in conducting 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. Identification of Project risks and methods to mitigate or eliminate such risks to complete the Project in accordance with the 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; and
 - iii. Project financial controls and invoicing systems.
4. Any other experience and/or criteria the City deems relevant.

E. PROPOSAL SUBMISSION

Interested proposers shall submit their Technical Proposal and Fee proposal to the Penn Bid website at PennBid.Procurement.com.

Proposals shall be received up to 3:00 P.M., prevailing time on Friday, July 29, 2022.

Proposals received after the proposal submission deadline will not be considered.

F. WITHDRAWAL OF PROPOSALS

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.

Proposals shall remain valid and binding for one hundred twenty (120) days from 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.

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 a 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 a contract, in a form substantially similar to the proposed contract attached to this RFP as, 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 agreement 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 and the winning Proposal will be attached as exhibits to the Contract.

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

A. LIABILITY AND 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 at its own expense during the term of the Contract shall be as follows:

Comprehensive General Liability/Including Products Completed Operations (Per Project) – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Contractor’s policy must name the City of Reading, its elected officials, agents and employees as an Additional Insured on a primary and noncontributory basis, as well as provide a Waiver of Subrogation Clause be added to the General Liability Policy.

Professional Liability – in minimum amounts of \$5,000,000 per occurrence and \$5,000,000 aggregate.

Products & Completed Operations – Aggregate (Per Project) with a limit of not less than \$2,000,000. **The Products & Completed Operations Insurance policy shall be maintained for a minimum of two (2) years after final payment and the Selected Consultant shall continue to provide evidence of such coverage to the City on an annual basis during the aforementioned period.**

Business Automobile Liability – with a combined single limit of not less than \$1,000,000. Contractor’s policy must name the City of Reading, its elected officials, agents and employees as an Additional Insured on a primary and noncontributory basis, as well as provide a Waiver of Subrogation Clause be added to the Automobile policy.

Excess Umbrella Liability – (To overlay General Liability, Auto Liability and Employer’s Liability Coverages) with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. Contractor’s policy must name City of Reading, its elected officials, agents and employees as an Additional Insured on a primary and noncontributory basis, as well as provide a Waiver of Subrogation Clause be added to the Umbrella Policy.

Worker's Compensation – with coverage in compliance with the statutory requirements, including a Waiver of Subrogation endorsement in favor of the City.

Employer's Liability – with limits of not less than \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.

Within five (5) calendar days of the City’s transmittal of the Notice of Award, the Selected Consultant shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability, Products & Completed Operations, Business Automobile Liability, and Excess Umbrella coverages, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: City of Reading Attn: Purchasing Coordinator, 815 Washington Street, Reading, PA 19601. All insurance policies shall be in effect with companies holding an A.M. Best rating of “A-” or better or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide - Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City. Except as set forth above with respect to the Products & Completed Operations Insurance policy, each insurance policy shall remain in full force and effect until the expiration or termination of the Contract or until all duties to be performed hereunder by the Selected Consultant have been performed to the satisfaction of the City, whichever shall occur later.

All Subconsultants performing work under the Contract must also carry, at its own expense, the same insurance products in the same coverage amounts that the Selected Consultant is required to carry, as identified above, during the term of the Contract. No Subconsultant shall perform any work associated with the Project unless and until the City reviews and approves the certificates of insurance provided by such Subconsultant.

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 of 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 Article V, Section B 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 Project 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 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. The Consultant shall remain current with the city Business Privilege License and Business Privilege Tax for the duration of the Agreement.

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 regulations, codes or standards applicable to the Selected Consultant's industry.

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 Proposers modify their Proposals including, but not limited to, to modify the pricing or to 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 a Proposer appear for interviews and/or presentations of their Proposal 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

This Non-Collusion Affidavit is material to any contract pursuant to a proposal. According to the Pennsylvania Antitid-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.

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

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.

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.

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.

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__

My Commission Expires: _____

Notary Public

POLITICAL CONTRIBUTION AFFIDAVIT

INSTRUCTIONS FOR POLITICAL CONTRIBUTION AFFIDAVIT

1. This Political Contribution Affidavit is material to any contract pursuant to all proposals. Chapter 1, Section H, Exhibit A, Section 8 of the City of Reading's Codified Ordinance places limitations and restrictions on the City's purchase of services from a professional business entity, as defined therein, under certain circumstances related to political contributions.
2. This Political Contribution Affidavit must be executed by the member officer, or employee of the Proposer who is authorized to legally bind the Proposer. In addition, this Political Contribution Affidavit must be signed by any Subconsultant the Proposer identifies in the Proposal. To the extent a Subconsultant is identified by the Selected Consultant after submission of the Proposal, said Subconsultant shall sign this Political Contribution Affidavit prior to performing any services on behalf of the City.
3. If the Proposal is submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and a Political Contribution Affidavit must be submitted separately on behalf of each party.
4. Failure to file a Political Contribution Affidavit in compliance with these instructions will result in disqualification of the Proposal.

POLITICAL CONTRIBUTION AFFIDAVIT

State of _____

County of _____

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

(1) He/She is _____
(Owner, Partner, Officer, Representative or Agent)

of _____ (the "Proposer"),
(Name of the Proposer)

the Proposer that proposes to perform services to the City of Reading;

(2) The Proposer hereby certifies, swears and represents to the City of Reading under penalty of perjury that it has not made a contribution in violation of Chapter 1, Section H, Exhibit A, Section 8.2 of the City of Reading's Codified Ordinance.

(3) The Proposer certifies, swears and represents that it has not knowingly made a contribution in violation of Chapter 1, Section H, Exhibit A, Section 8 of the City of Reading's Codified Ordinance and has not made or solicited contributions through intermediaries, third parties, immediate relatives, or PACs for the purpose of concealing the source of the contribution.

(4) Without limiting the generality of the foregoing, the Proposer certifies, swears and represents that neither the said Proposer, nor any of its principals who own 10% or more of the equity in the Proposer, officers of the Proposer in the aggregate or subsidiaries directly controlled by the Proposer made any contribution of money or pledge of a contribution, including in-kind contributions to (i) any campaign committee of any candidate for elective City office or to the current holders of any elective City office, or (ii) to any City of Reading party committee, or (iii) to any municipal party committee within the City of Reading, or (iv) to any candidate committee, state, or county political party or any Political Action Committee ("PAC") that is engaged in the financial or in kind support of candidates for elective City of Reading offices, City elections and/or City of Reading political parties in excess of the maximum thresholds specified below within one calendar year immediately preceding the date of the Proposal. Proposer, its principals, officers or subsidiaries may annually contribute a maximum of \$300 each or up to the amount of reportable contributions as may from time to time be established by State or Federal Law for any purpose to any candidate for elective City office or current office holder, or \$500 to any City of Reading party committee, or municipal party committee within the City of Reading, or to a single or joint campaign account of a candidate committee, state or county political party or PAC. Any group of individuals, including principals, partners, and officers of the Proposer in the aggregate, may annually contribute a maximum of \$2,500 to all candidates for elective City offices and to officeholders with ultimate responsibility for the award of the contract, and all City and state political parties, municipal party committees within the City of Reading and PACs.

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 was submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading and subject to penalty of perjury.

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, furnish the requested information 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 her/his own name, the Proposer has the status indicated below and is organized or operating under the laws of : _____ :

_____ a corporation known as: _____

_____ a partnership known as: _____

_____ a business association or a joint venture known as: _____

_____ a Federal, State or Local government or instrumentality thereof

_____ other (explain)

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 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%.

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

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).

<u>NAME, ADDRESS & ZIP CODE</u>	<u>DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST</u>

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:

<u>Subsidiary or Affiliated Entity Name</u>	<u>Address</u>	<u>Relationship to Proposer</u>	<u>Common Officers, Directors or Trustees</u>

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:

<u>Name of Subconsultant</u>	<u>Address</u>

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:

<u>Awarding Agency</u>	<u>Amount</u>	<u>Date Opened</u>
	\$	
	\$	

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:

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:

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

On behalf of the Proposer, 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)

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

CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** (this “*Agreement*”) is entered into and effective as of this [redacted]th day of [redacted], 20__, (the “*Effective Date*”) by and between the CITY OF READING, Berks County, Pennsylvania, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the “*City*”), and [redacted], a [redacted] [redacted] (the “*Consultant*”).

Background

The City desires to engage the Consultant for the delivery of consulting and engineering services for the project management, engineering and planning services associated with the preparation of Sewer Funds Financial Analyses in accordance with the requirements set forth in a Request for Proposals – Sewer Funds Financial Analyses dated [redacted], 20__ (“*RFP*”), attached hereto as Exhibit A and incorporated herein and Consultant’s proposal thereto, attached hereto as Exhibit B and incorporated herein (collectively, the “*Services*”).

Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Engagement; Scope of Services.** Subject to the terms and conditions set forth in this Agreement, the City hereby engages the Consultant to perform the Services for the City consistent with the terms of this Agreement.

2. **Performance of Services.**

(a) The Consultant shall perform the Services in accordance with the terms of this Agreement and in coordination and/or conjunction with those services rendered by the City and its authorized representatives, agents or other consultants. The Consultant shall fully cooperate with the City’s authorized representatives, agents or other consultants in relation to the performance of their respective contractual obligations to the City. The City’s retention of other consultants shall not relieve the Consultant of its responsibilities under this Agreement or entitle the Consultant to an adjustment in the schedule, the Services, or the Consultant’s compensation.

(b) Consistent with the schedule set forth in Exhibit C, attached hereto and incorporated herein, the Consultant shall initially submit the deliverables associated with the Services to the City for comments no later than [redacted] days after the Effective Date. Time is of the essence in connection with each and every performance obligation of the Consultant under this Agreement.

(c) The Consultant shall follow the highest standards of the profession in performing the Services. The Consultant shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Services.

(d) Upon the City's request, the Consultant shall develop, organize and maintain throughout the term of this Agreement and at least 180 days thereafter (“*Time Period*”), a secure and private electronic data, information and document storage database (e.g., Microsoft

SharePoint) for all documents or data used or created in connection with the Services (“**Electronic Database**”). The Consultant shall ensure that the City and its employees and agents have remote internet access to the Electronic Database at all times during the Time Period. Notwithstanding the foregoing, the City or its agents may develop an Electronic Database. Upon the City’s request, the Consultant shall, consistent with the City’s directions, upload all documents or data used or created in connection with the Services to such Electronic Database. Notwithstanding any dispute, claimed breach or other disagreement between the parties, the Consultant shall continuously comply with the obligations set forth in this Paragraph 2(d). The Consultant agrees that any failure to do so shall be grounds for the City to seek from a court immediate injunctive relief.

3. **Compensation.**

(a) The City shall pay the Consultant for the Services performed in compliance with the terms hereof in accordance with the schedule set forth on Exhibit D, attached hereto and incorporated herein. Each month, the Consultant shall submit a detailed invoice to City, which identifies the specific tasks of the Services performed by the Consultant and/or its Subconsultants (as defined in Paragraph 17) in the preceding month. Each invoice shall clearly set forth the detail of how each task was completed, describing the portion of the task completed, the value associated therewith, the percentage of each task completed and the computations for determining the fee due, any supporting documentation and the overall percentage of the Services completed as of the date of such invoice. The invoice shall also identify the portion of each task yet to be completed, the value associated therewith, and the percentage completed. No payments made under this Agreement shall be evidence of the proper performance of this Agreement, either wholly or in part, and no payment, including the final payment, shall be construed to be an acceptance of defective or improper Services or relieve the Consultant of its responsibility to perform the Services in a professional manner and in accordance with the terms of this Agreement.

(b) In the event of any dispute between the City and the Consultant as to the percentage or quality of work completed or the absence of supporting documentation, the City shall not be obligated to pay the amount in dispute until a final resolution of the dispute. Unless the parties expressly agree otherwise in writing, in the event a dispute arises under this Agreement in connection with payments to be made on any invoice, or otherwise, the Consultant, shall continue to perform its duties and responsibilities under this Agreement, including, without limitation, the Services, during the pendency of such dispute.

4. **Equipment and Supplies.** The Consultant shall supply any equipment and supplies required to render the Services, except as otherwise provided herein.

5. **Permits and Licenses.** The Consultant shall, at its expense, pay all fees and procure all necessary licenses and permits needed to conduct the Services, except as specifically set forth in the RFP. The Consultant shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.

6. **Term.** This Agreement shall commence as of the Effective Date, and it shall continue in effect until (i) such time when the Services have been completed in their entirety, or (ii) this Agreement is terminated in accordance with the provisions of Sections 13 or 15(c) hereof, whichever is earlier (the “**Term**”).

7. **Independent Contractor.** The Consultant is an independent contractor and shall not be deemed an employee of the City. Neither party shall be responsible for the acts or omissions of the other party hereto nor the acts or omissions of the employees or agents of the other party hereto. Neither party shall have the authority to speak for, represent or obligate the other party hereto in any way without either the express prior written consent of or written ratification by the other party.

8. **Confidentiality and Non-Disclosure.**

(a) In connection with the provisions of the Services to the City, the Consultant will have access to certain “Confidential Information” (as defined herein). For purposes of this Agreement, “***Confidential Information***” means all information of the City (or information of another party which the City has in its possession) that the City identifies to the Consultant as confidential and/or proprietary information, regardless of whether such information was or is transmitted orally, in writing, electronically or other form, or whether such information was or is tangible or intangible or observed.

(b) The Consultant may not release any Confidential Information, nor publish any report or documents relating to the City or the performance of the Services without prior written consent of the City. The Consultant shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of the Consultant’s unapproved dissemination, publication and distribution, or circulation, in any manner whatsoever, of any Confidential Information by the Consultant or its agents or employees.

(c) Notwithstanding Sections 8(a) and 8(b), the Consultant shall not have any obligations under this Agreement with respect to information which (i) is already known to the Consultant (as evidenced by the Consultant’s prior written records) or is publicly available at the time of disclosure; (ii) is disclosed to the Consultant by a third party, unless the Consultant is aware that the third party is subject to an obligation of confidentiality with respect to such information; (iii) becomes publicly available after disclosure through no act of the Consultant; or (iv) is independently developed by the Consultant without breach of this Agreement. Notwithstanding Sections 8(a) and 8(b), the Consultant may use and disclose any information (i) to the extent required by an order of any court or other governmental authority, or (ii) as necessary for the Consultant to protect its interest in this Agreement, but in each case only after the City has been so notified and had the opportunity to obtain reasonable protection for such information in connection with such disclosure.

9. **Copyrights and Licenses.**

(a) If the City and the Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

(b) Drawings, specifications, reports, data and other documents, including, without limitation, those in electronic form, prepared by the Consultant and/or its Subconsultants in connection with the Services are the property of the City who shall be vested with all common law, statutory and other reserved rights. At the City’s request, the Consultant and/or its

Subconsultants shall provide the City and any third party designated by the City, a full and complete release, in a form and substance acceptable to the City, of any and all rights the Consultant and/or its Subconsultants may have to the drawings, specifications, reports, data and other documents prepared by the Consultant and/or its Subconsultants in connection with the Services.

10. **Insurance & Indemnity.**

(a) During and throughout the entire Term of this Agreement and any time there after as required by the RFP, the Consultant and its Subconsultants shall maintain the following insurance coverages:

(i) **Comprehensive General Liability (Per Project)** – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

(ii) **Professional Liability** – in minimum amounts of \$5,000,000 per occurrence and \$5,000,000 aggregate.

(iii) **Products & Completed Operations** – Aggregate (Per Project) with a limit of not less than \$2,000,000. The Products & Completed Operations Insurance policy shall be maintained for a minimum of two (2) years after final payment and the Selected Consultant shall continue to provide evidence of such coverage to the City on an annual basis during the aforementioned period.

(iv) **Business Automobile Liability** – with a combined single limit of not less than \$1,000,000.

(v) **Excess Umbrella Liability** – with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate.

(vi) **Worker's Compensation** – with coverage in compliance with the statutory requirements.

(vii) **Employer's Liability** – with limits of not less than \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.

(b) Consultant's insurance policies shall (i) be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide - Latest Edition, (ii) be licensed or authorized to do business in the Commonwealth of Pennsylvania and (iii) not be modified or cancelled without thirty (30) days advance written notice to the City.

(c) The Consultant and its Subconsultants shall furnish the City with insurance certificates providing evidence of all such insurance products with the required limits on the Effective Date. Services shall not be performed by Consultant or any of its Subconsultants until the respective entity's insurance certificates are submitted to and approved by the City.

(d) The Consultant shall indemnify, defend and hold harmless City, its officials, officers, employees and/or agents, from and against any and all third party claims, losses, damages, expenses, costs or other liabilities, including reasonable attorney's fees, arising out of, or resulting from any breach of this Agreement and/or any act or omission of the Consultant or its Subconsultants, or any of their officials, officers, employees and/or agents or anyone directly or indirectly employed by them or anyone whose acts or omissions they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The Consultant shall further indemnify, defend and hold harmless the City, its officials, officers, employees and/or agents from and against any and all claims made for infringement of any copyright, trademark or patent arising out of the use of any plans, designs, drawings, reports, data or specifications furnished by the Consultant or its Subconsultants in the performance of the Services.

11. **Representations and Warranties.**

(a) The Consultant represents that the Consultant possesses the training, skills and expertise necessary to perform the Services with the highest standards of the profession.

(b) The Consultant represents that it may lawfully conduct its business in the Commonwealth of Pennsylvania.

(c) The Consultant represents and warrants that it possesses the necessary license or licenses to perform the Services in the Commonwealth of Pennsylvania, and if any part of such Services are to be subcontracted, the Subconsultants have the necessary license or licenses to perform such Services.

(d) The Consultant represents and warrants that any and all statements that it made in its response to the RFP, including, but not limited to, those statement made in documents provided to the City, are true and correct and may be relied upon by the City.

(e) Each party represents to the other party that such party has the power and authority to enter into this Agreement and that such party is not a party to any restrictions, agreements or understandings whatsoever which would prevent or make unlawful such party's acceptance of the terms set forth in this Agreement or such party's performance hereunder. Each party further represents that such party's acceptance of the terms of this Agreement and the performance of such party's obligations hereunder do not and will not (with the passage of time) conflict with or constitute a breach or default of any contract, agreement or understanding, oral or written, to which such party is a party or by which such party is bound.

12. **Correction of Services.** The Consultant shall promptly correct any Services rejected by the City or failing to conform with the requirements of this Agreement, whether discovered before or after the Term. Costs of correcting such rejected or nonconforming Services, including, but not limited, any additional labor or materials of the Consultant, its Subconsultants, the City or the City's agents, made necessary thereby, shall be at the Consultant's cost and expense. If the Consultant fails to correct such rejected or nonconforming Services within a reasonable time after receiving notice from the City, the City or its agents may correct such Services and the

Consultant shall pay the City all costs, expenses, losses and damages incurred by the City to make such correction.

13. **Termination.**

(a) The City may immediately terminate this Agreement if the Consultant (i) refuses or fails to supply enough properly skilled workers to perform the Services, (ii) fails to make payment to its Subconsultants or suppliers for labor in accordance with the respective agreements between the Consultant and its Subconsultants or suppliers, (iii) violates any laws, ordinances, rules, regulations or orders of a public authority having jurisdiction, (v) becomes insolvent, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, or (vi) otherwise materially breaches a provision of this Agreement.

(b) In the event the City terminates this Agreement pursuant to Section 13(a), the City may assess any legal fees, professional fees, costs and expenses, including, but not limited to, employee time attributable to said event, to the Consultant. The Consultant shall immediately reimburse the City for the same. In the event the Consultant fails to adhere to a contractual provision or other requirement of this Agreement, whether the subject provision is material or not, to the extent the City incurs legal fees, professional fees, costs or expenses, of any kind in the City's attempt to enforce such provision, the Consultant shall be liable to the City for the same. In such event, the City may deduct such amounts from any fees required to be paid to the Consultant pursuant to this Agreement.

(c) The City may terminate this Agreement upon not less than seven (7) days written notice to the Consultant for the City's convenience and without cause. In the event of termination not the fault of the Consultant, the Consultant shall be compensated only for Services performed prior to termination. After the City has made such payment, the City shall have no further obligation or liability to the Consultant with respect to this Agreement.

(d) Immediately upon expiration or termination of this Agreement, the Consultant shall return to the City, in both written and electronic format, all information and other property used or created in connection with the Services by the Consultant or its agents, along with such information and assistance as is reasonable and customary to enable the City to successfully transfer the Services to another service provider or other third-party. The Consultant shall maintain a copy of such information in electronic format for at least twelve (12) months after termination of the Services for the purpose of carrying out the intent of this provision.

14. **Claims for Consequential Damages and/or Incidental Damages.** The Consultant waives claims against the City for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages and/or incidental damages, due to either the Consultant and/or the City's termination in accordance with Sections 13 or 15(c). Notwithstanding anything else to the contrary in this Agreement, the City shall have the right to recover consequential damages and/or incidental damages from the Consultant to the extent permitted by law.

15. **Equal Employment Opportunity.**

(a) During the performance of the Agreement, the Consultant shall not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The 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.

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

(c) In the event of the Consultant's noncompliance with Section 15(a), Section (b) or with any applicable laws, the Agreement may be canceled, terminated, or suspended in whole, or in part, by the City. In such event, the Consultant may be declared ineligible for further City contracts. The Consultant shall include the paragraphs set forth in this Section 15 in every subcontract or purchase order.

16. **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 Agreement.

17. **Subcontracts.** The Consultant shall not subcontract work under the Agreement unless prior written approval is granted by the City. Each person or entity which the Consultant subcontracts with to perform Services, as approved in writing by the City (each a "***Subconsultant***"), shall be bound by the conditions of the Agreement and shall execute and deliver to the City a Political Contribution Affidavit and Non Discrimination Statement, as set forth in the RFP, prior to performing any Services.

18. **Right to Audit Records.** The City shall be entitled to audit the books and records of the Consultant or any of its Subconsultants to the extent that such books and records relate to the Agreement or the performance of Services. Such books and records shall be maintained by the Consultant and its Subconsultants for a period of three (3) years from the date of final payment under the Agreement unless a shorter period is otherwise authorized by the City in writing.

19. **Compliance with Applicable Laws and Standards.** The Consultant shall strictly comply with all applicable Federal, State, and local laws, ordinances, decrees, orders, published governmental guidance documents, and industrial statutes, regulations, codes and standards in its performance of Services.

20. **Communicating with Governmental Agencies.** Notwithstanding anything to the contrary in this Agreement, the Consultant shall provide the City with notice before

communicating with any governmental agencies about any information related to the Services. The City shall be provided with the opportunity to direct all communications with governmental agencies.

21. **Governing Law; Jurisdiction.** This Agreement shall be governed and construed by the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS LOCATED IN THE COUNTY OF BERKS, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

22. **Entire Agreement.** This Agreement (including its exhibits) constitutes the entire agreement of the parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled. In the event of any conflict between this Agreement and any of the exhibits attached hereto, the more stringent terms shall govern.

23. **Alterations, Modifications or Additions of the Services.** The Services will be under the supervision of the City or its authorized representatives, agents or other consultants. In the event the Consultant determines that any alteration, modification or addition to the Services is warranted (“*Additional Services*”), the Consultant shall submit a proposal to the City’s Managing Director setting forth in reasonable detail the scope of such Additional Services, the estimated time and price of performing the Additional Services and any potential impact on the then-existing Services and any fees related thereto. The Consultant shall obtain the prior written approval from the City’s Managing Director before performing any Additional Services. The Consultant shall not be entitled to additional compensation for any work or materials associated with Additional Services unless it received such approved. If approved by the City’s Managing Director, the Consultant shall perform or cause to be performed such Additional Services in accordance with the terms of this Agreement.

24. **Waiver.** No provisions hereof may be waived except by an agreement in writing signed by the parties. A waiver of any term or provision hereof shall not be construed as a waiver of any other term or provision hereof.

25. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

26. **Assignment.** This Agreement is a personal service contract and may not be assigned by the Consultant without the prior written consent of the City.

27. **Third Party Beneficiaries.** The parties acknowledge and agree that the City shall be named as a third party beneficiary of any and all agreements by and between the Consultant and any of its Subconsultants and the City shall have the rights of enforcement and remedies against the Consultant’s Subconsultants as are available to the City hereunder. Furthermore, the

parties acknowledge and agree that none of the City's obligations and duties under this Agreement shall in any way or manner be deemed or construed to create any obligation of the City to any person or entity other than the Consultant.

28. **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions (including any remaining provisions within the same numbered paragraph), unless the absence of such invalid or unenforceable provision materially and adversely affects the right or obligations of either party hereto.

29. **Survival**. In the event of any termination of this Agreement, Sections 8, 9, 10, 12, 13, 29 hereof shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns.

30. **Background**. The Background Section of this Agreement is expressly incorporated into the substantive provisions of this Agreement and shall be binding upon the parties as if expressly contained in the body of the Agreement.

31. **Drafting of Agreement**. The parties hereto acknowledge that each has participated in the drafting of this Agreement and the parties hereto expressly waive the defense of contra proferentum, i.e., that this Agreement or any portion of this Agreement may be construed against any party as the drafter thereof.

32. **Exhibits**. The Exhibits listed below are incorporated into and made a part of this Agreement. Unless otherwise indicated, references to this Agreement shall be interpreted to include the main body of this Agreement and the Exhibits. In interpreting this Agreement and resolving any conflicts, inconsistencies, discrepancies or ambiguities between and/or within this Agreement and the Exhibits attached hereto, the main body of this Agreement takes precedence over the Exhibits. Any conflict, inconsistency, discrepancy or ambiguity between or among the Exhibits shall be governed by the provisions of the Exhibits in the following listed order

- (a) **Exhibit D**: Service Compensation Schedule
- (b) **Exhibit C**: Project Schedule
- (c) **Exhibit A**: Request for Proposals
- (d) **Exhibit B**: Consultant's Proposal

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

The City of Reading:

By: _____

Name: _____

Title: _____

The Consultant:

By: _____

Name: _____

Title: _____

Exhibit A

Request for Proposal

Exhibit B

Consultant's Proposal

Exhibit C

Project Schedule

Exhibit D

Service Compensation Schedule

Compensation for Services

Task Descriptions	Task Compensation Amount
Three (3) Pre-Draft Meetings	\$
Pre-Draft Research	\$
First Draft Rate Study Report (including meeting with the City)	\$
Second Draft Report	\$
Final Draft Report (including meeting with City Council)	\$
Preparation of Rate Structure Model	\$

Reimbursable Expense Schedule (subject to the Not to Exceed Budget)

Auto Mileage: \$0.555 per mile

Copies of 8½” x 11” documents at \$0.10 per copy

Copies of 11” x 17” documents at \$0.20 per copy

Reimbursable Expenses include meals, tolls, parking, overnight accommodations, special transportation and outsource printing. All such Reimbursable Expenses will be billed at cost without mark-up.

Attachment 2: Cost Proposal Form

Project: Consulting Services for Sewer Rate Study

Proposer Identification:

Proposer's Name: _____

Proposer's Address: _____

Proposer's Representative for all communications related to its Proposal:

Proposer's Representative: _____

Phone Number: _____

Email Address: _____

The Proposer hereby submits this Cost Proposal for the Project identified above. The total Not to Exceed Fee for the services (excluding Reimbursable Expenses) required for the Project shall be:

The total Not to Exceed Budget for Reimbursable Expenses required for the Project shall be:

Hourly Rates for each Consulting Team Member (add more lines, if necessary)	
Name	Hourly Rate

Hourly Rates by Job Classification for Additional Services (add more lines, if necessary)	
Job Classification*	Hourly Rate

*****Attach summary description of cost of work by Task, including detailed cost breakdown for elements of Task*****