(4)
2013

CONTRACT

Between

CITY OF READING

and

STACKHOUSE BENSINGER, INC.

For the Keffer Park Playground Improvements Project, Operations Division, Department of Public Works, and Department of Community Development, City of Reading, Pennsylvania.

RECEIVED: 6/12/2013 REVIEWED: _____

CERTIFICATE OF APPROPRIATION

We, Matthew Bembenick Director of Finance, and David Cituk City Auditor, of the City of Reading, Pennsylvania, do hereby certify:

That item, 32-10-38-04 acc code: 32-10-00-4216 of an appropriation to the Department of Department of Public Works Department of Community Development for the fiscal year 2013 designated I the foregoing contract, involving an appropriation of money, as the item of appropriation upon which said contract is founded, is the item of appropriation upon which said contract is founded.

That the estimated amount of the expenditures to be made under said contract, **SHALL BE:** eleven thousand two hundred dollars and no cents DOLLARS, $11,200.00

AS FOLLOWS: For Keffer Park Improvements Project, Operations Division, Department of Public Works and Department of Community Development

STACKHOUSE BENSINGER, INC CONTRACTOR shall be charged against said item and that a sufficient appropriation has been made for the payment thereof.

Matthew M Bembenick

Director of Finance

David M. Cituk 6-13-13

City Auditor

Reading, PA, 6/12, 20 13

CITY OF READING, PENNSYLVANIA

DEPARTMENT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
ROOM 2-45
815 WASHINGTON STREET
READING, PA 19601-3690
(610) 655-6207

TAMMI REINHART
PURCHASING COORDINATOR

May 14, 2013

Stackhouse Bensinger, Inc.
330 Revere Blvd.
Sinking Spring, PA 19608

Dear Madam or Sir:

The City of Reading has awarded you the contract for the Keffer Park Playground Improvements Project in the amount of $11,200 for the City of Reading.

This award is made in accordance with proposals received in the Office of the Purchasing Coordinator.

The City Solicitor will notify you when the necessary papers are ready for signature.

Sincerely,

Tammi Reinhart
Purchasing Coordinator

DEPARTMENT OF LAW
MAY 14 2013
11:45 Am
RECEIVED
from Purchasing

cc: Charles Jones, Public Works Director
Dave Ruyak, Acting Operations Division Manager
Neil Nemeth, CD Specialist
Cindy DeGroote, Grants Coordinator

This Agreement, Made and concluded this 17th day of June A.D. two thousand and thirteen (2013) by and between the City of Reading, a municipal corporation of the State of Pennsylvania, located in the County of Berks, said State, hereinafter called the "CITY", and STACKHOUSE BENSINGER, INC., a corporation duly organized and existing under the laws of the State of Pennsylvania, with its principal office in Sinking Spring, PA hereinafter called the "VENDOR," pursuant to law and to the provisions and requirements of the ordinances and resolutions of the City of Reading.

WITNESSETH, That the parties to these presents each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the City for itself, its successors and assigns, and the Vendor for itself, himself or themselves, its successors, or his or their executors and administrators, as follows:

The Vendor covenants, promises and agrees to and with the City, for the consideration hereinafter mentioned and contained, to furnish as directed to the City of Reading, Pennsylvania, in accordance with the bid of the Vendor No._____ dated_____ submitted to the City, attached hereto and made a part hereof the following merchandise as per specifications:

For the Keffer Park Playground Improvements Project, Operations Division, Department of Public Works, and Department of Community Development, City of Reading, Pennsylvania, in the amount of $11,200.00.

The Vendor agrees to furnish only such merchandise which shall have fully met the specifications herein contained, or hereto attached and made a part hereof. In the event the Vendor shall fail to comply, in any respect, with said specifications or this contract, the City may terminate this contract by giving the Vendor written notice.

Upon the said merchandise being duly tested and accepted by the proper City employees as meeting with the specifications and conditions, the City shall pay for the quantities thereof currently ordered and delivered, at the end of each calendar month, upon an invoice being presented by the Vendor setting forth the exact quantities thereof delivered during said month.

The Vendor agrees to indemnify and save harmless the City from all suits or actions of every name and description brought against it for or on account of use of patented appliances or for any damages or injuries received or sustained by any person or persons in the performance of the work under the contract. The Vendor further agrees that in case any such suits or actions are brought or threatened all or as much of the monies due it, him or them under this contract as shall or may be considered necessary by the City shall or may be retained without any liability of the City to the Vendor for interest thereon because of such retention until all such suits or claims shall have been settled and satisfactory evidence to that effect furnished.

BASIS OF CONTRACT. This contract is founded on Item 32-10-38-04 acc code: 32-10-00-4216 Division of Operations, Department of Public Works, and Department of Community Development, in the annual appropriations for the fiscal year 2013.

IN WITNESS WHEREOF, the said City of Reading has caused this agreement to be executed by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the Vendor has caused this agreement to be executed by its President and its corporate seal to be hereunto affixed, duly attested by its Secretary, has hereunto set his/their hand(s) and seal(s) the day and year first above written.

Signed and sealed in the presence of

CITY OF READING

By: /s/ Vaughn D. Spencer
Mayor

Attest: /s/ Linda A. Kelleher
City Clerk

Signed and sealed in the presence of

Sylvia A. Connolly, notary

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Sylvia A. Connolly, Notary Public
Spring Twp, Berks County
My commission expires December 21, 2014

STACKHOUSE BENSINGER, INC.

By: _____
President

Attest: _____
Secretary

PROPOSAL FOR
CITY OF READING - KEFFER PARK PROJECT

City Of Reading
Berks County, PA

April 5, 2013

STACKHOUSE BENSINGER INC.

Description Of Work

Firm History
Services Offered
Foundation and Structure
Personnel
Facilities and Equipment
Insurance

STACKHOUSE BENSINGER INC.
330 Revere Boulevard, Sinking Spring, PA 19608

E-mail: ssainc@stseinc.com
Phone: (610) 777-8000
Fax: (610) 796-2983

April 5, 2013

Tammi Reinhart, Purchasing Coordinator
City of Reading
Purchasing Division
815 Washington Street, Rm. 2-45
Reading PA 19601-3690

Re: RFP for Keffer Park Design Engineering Services
Project Cost
Hoffer Avenue

Proposal 13-025

Attn.: Ms. Tammi Reinhart:

In accordance with the request for proposal for Keffer Park Design Engineering Services, Stackhouse Bensinger Inc. (SBI), is pleased to submit this Cost of Services for the separate proposal as follows.

The "Not to Exceed" price for design engineering services is $11,200.00.

If this Proposal and the General Provisions attached or included herein are satisfactory and acceptable and fully set forth the terms of our understanding, please sign the acceptance, retain the copy and return the original to our office. SBI is fully prepared to proceed with work on this project upon receipt of a signed authorization.

We appreciate the opportunity to submit this proposal and look forward to serving you on this project.

Very truly yours,

Robert P. Stackhouse, RLA, ASLA
President

STACKHOUSE BENSINGER INC

2013
SCHEDULE OF FEES

DISCIPLINE	HOULY RATE
Principal	$130.00
Licensed Civil Engineer	$115.00
Professional Certified Planner	$95.00
Licensed Landscape Architect	$115.00
Project Engineer	$95.00
Project Landscape Architect	$92.00
Environmental Specialist	$87.00
Licensed Surveyor	$95.00
Robotic Survey	$130.00*
GPS Survey	$135.00*
CADD Designer	$87.00
CADD Technician	$70.00
Clerical/Administration	$39.00
Travel – Mileage Rate	$0.565 per mile**

These hourly rates are subject to adjustment when overtime wages are paid to hourly employees at the specific request of the client due to client scheduling and any governmental or union requirement for "prevailing" or union wage rates to defined contract employees.

If needed, outside consultants or specialists will be billed at cost plus ten percent (10%).

*includes stakes, materials

**The rate established by the IRS changes periodically, and the actual travel rate will be the rate allowed by the IRS.

Certain large-scale projects are quoted on a fixed fee basis.
PR-2011

STACKHOUSE BENSINGER, INC.
EXPENSE LIST
2013

BLUEPRINT PRICES

Bond Prints

Size C (18 x 24)	$1.50
Size D (24 x 36)	$2.50
Size E (30 x 42)	$4.00
Size F (36 x 48)	$5.00

Color Prints

Size C (18 x 24)	$15.00
Size D (24 x 36)	$25.00
Size E (30 x 42)	$30.00
Size F (36 x 48)	$35.00

Mylar Prints

Size C (18 x 24)	$ 5.00
Size D (24 x 36)	$10.00
Size E (30 x 42)	$15.00
Size F (36 x 48)	$20.00

MILEAGE

Reimbursed at $.565 per mile*

PHOTOCOPIES

Reimbursed at $.15 per photocopy

FAXES

Reimbursed at $.50 per page

POSTAGE AND UPS

Reimbursed at cost

Other charges will be billed at price incurred.
*** Or Applicable Current IRS Rate**

FIRM HISTORY

Stackhouse Bensinger Inc. is a multi-disciplinary design firm located in Sinking Spring, Pennsylvania. The firm's principals, Robert P. Stackhouse, RLA, ASLA, and Stephen H. Bensinger, PLS bring together over 60 years of experience in the areas of land development, land planning, landscape architecture, subdivision design, surveying, municipal planning and engineering services. The firm acquired the practice of Thomas R. Gibbons in 1999 to further complement and strengthen the design team, particularly in the discipline of surveying. Stackhouse Bensinger Inc. currently employs 14 full and part-time professionals. The firm, including the predecessor firm of Thomas R. Gibbons & Associates, now with over 30 years of continuous experience, has excelled in offering high quality, prompt, cost-conscious design and engineering services.

FOUNDATION AND STRUCTURE

The firm's organization is based on the premise that our strength is based on our employees' ability and desire to provide high quality service. Thus, the foundation of our organization is based around the strengths of our employees. Dependent on the scope of services required, we assemble a core team capable of performing the services within budget and time constraints. This core team then draws, as necessary, from the experience of the other professionals within the firm to seek solutions for any eventuality. A typical team is comprised of a project manager, project engineers, design technicians, surveyors and CAD designers/drafters.

All of our project managers are one of our professional, licensed engineers, landscape architects, surveyors or planners. Our project managers have an average of fifteen (15) to twenty (20) years of experience in the land development field. They draw from the expertise of the other professionals within the organization when unique conditions exist on a project.

Our management approach recognizes that every assignment is unique and requires a result-oriented team that can attain objectives within defined budgetary and schedule constraints. Our approach encompasses the total project scope of work, including, as applicable, engineering, surveying, planning, permitting, construction management and inspection.

Our firm has a long record of successful, distinctive design projects in Eastern Pennsylvania. The basis of this success is the firm's philosophy of "doing each project as if it were our own" which is reflected in the commitment of the employees to the project objectives. In particular is our unique approach to working with and taking advantage of the site and environment and not as an adversary to environmental constraints.

- **SERVICES OFFERED**

SBI is a single source consulting firm capable of providing a wide range of professional services including civil engineering, traffic engineering, land surveying, land planning, and landscape architectural services. Our professionals are licensed and certified in a variety of disciplines that facilitate this capability. The resumes of the key personnel who would be involved with your project are included in this document.

- **CIVIL ENGINEERING**
  - Storm Water Management
  - Storm Drainage Facilities
  - Erosion and Sediment Pollution Control
  - NPDES Storm Water Permits
  - Hydraulic/Hydrologic Analysis
  - Floodplain Studies
  - Grading Design
  - Sanitary Sewer Design
  - Water Distribution Design
  - Infrastructure Design
  - Culvert and Bridge Design
  - Retaining Wall Design
  - Earthwork Analysis
  - Construction Quantities and Cost Estimates
  - Construction Management/Inspection
  - Alternative, Innovative Storm Water Management Designs
  - Best Management Practices for Storm Water

- **ENVIRONMENTAL SERVICES**
  - Wetlands Mapping
  - Wetlands Permits
  - Water Obstruction and Encroachment Permits
  - Soil Probe and Percolation Tests
  - PA DEP Planning Modules
  - Public Water Supply Permits
  - Resource Planning and Management

- **SITE DEVELOPMENT SERVICES**
  - Feasibility Studies
  - Site Evaluation/Site Selection
  - Master Planning
  - Campus Planning

Minor/Major Residential Subdivisions
Institutional/Educational Facilities Projects
Recreation Facilities Planning and Design
Commercial and Industrial Land Development
Land Development Plans
Governmental Approval/Permitting
Landscape Design
Site Lighting Design
Construction Plans
Bid Documents/Evaluation
Construction Administration

- **SURVEYING**
  Boundary Line Surveys
  Topographical Surveys
  ALTA/ASCM Surveys
  Route Surveys
  Wetlands Surveys
  Construction Stakeout
  Lot Surveys
  House/Building Stakeout
  Property Corner Placement
  Monumentation
  As-built Plans
  Percolation Test Locations
  Mortgage/Spot Surveys
  Legal Descriptions
  Title Research
  Deed Plotting
  GPS – Global Positioning Survey
  Aerial Photometric Surveys

- **MUNICIPAL ENGINEERING AND PLANNING**
  Land Planning/Technical Assistance
  Comprehensive/Joint Municipal Planning
  Municipal Ordinance Preparation
  Municipal Administration/Managerial Services
  Subdivision/Land Development Plan Review Service
  Grant Application/Administration
  Emergency Management Plans
  Street Numbering/Mapping
  Urban Streetscape Studies and Designs

Main Street Rehabilitation/Renovation
Highway Beatification Studies
Open Space and Recreation Plans
Fiscal Impact Analysis/Official Plans
Transportation Impact Fee Ordinance Preparation
Transportation Analysis/Capital Improvement Plans
Roadway Analysis/Upgrade Designs
Inspection Services

- **MUNICIPAL SANITARY SEWER AND WATER SERVICES**
  Act 537 Planning
  Feasibility Analysis
  Sanitary Sewer Collection Design
  Water Distribution Design
  Construction/Bidding Documents
  Bidding Administration
  Construction Phase Services
  PA DEP/EPA Permitting
  Meeting Representation
  Subdivision/Land Development Utility Plan Reviews

- **ADDITIONAL SERVICES**
  Expert Testimony
  Computer Aided Design and Drafting
  Presentation Renderings/Modeling
  Digital Terrain Modeling
  GIS Mapping & Surveying Services

PERSONNEL

With our multi-disciplined staff, Stackhouse Bensinger Inc. can offer its clients a full-time professional staff fully equipped to meet all their surveying, planning and engineering needs. Our current staff consists of the following:

2 Registered Landscape Architects
1 Landscape Designer
1 Registered Surveyor
2 Field Personnel
2 Registered Engineers
2 Engineers-in-Training

1 AutoCADD Designers
2 Administrative Assistants

Our key personnel have excellent reputations in their disciplines and experience that has included hundreds of successful projects. Resumes of the key personnel who would be assigned to your project can be provided.

PROFESSIONAL REGISTRATIONS, CERTIFICATIONS, AFFILIATIONS

SBI has assembled a team of professionals with registrations, certifications and affiliations fundamental to the provision of high-quality, cost-effective service. The registrations, certifications and affiliations held by SBI personnel are as follows:

Stephen H. Bensinger, P.L.S.
Licensed Professional Land Surveyor in PA, Registration # SU-031389-E

Scott T. Miller, R.L.A., A.S.L.A.
Registered Landscape Architect in PA, Registration # 1181-E
Member, American Society of Landscape Architects, #649392

Craig Momose, P.E.
Registered Professional Engineer in PA, 1989, Registration # 039211-E

Robert P. Stackhouse, R.L.A., A.S.L.A.
Registered Landscape Architect in PA, Registration # LA-001018
Member, American Society of Landscape Architects, # 54779-4
Allied Member, American Institute of Architects, # 228633186

Robert Stewartz, P.E.
Licensed Professional Engineer in PA, 2012, License # PE079515

QUALITY CONTROL / EVIDENCE OF SUCCESS

SBI strives to provide the highest level of quality control in our industry. This is accomplished through a rigorous vetting of all personnel hired at SBI. In addition, our personnel are kept abreast of all on-going changes in technology, regulatory requirements, etc. through our on-going continuing education policy and our excellent relationship with all regulatory agencies.

Individual project quality control is provided by rigorous review and checking of each technical disciplines work as the project proceeds with an overall in-house review and coordination by the project management staff. In addition, our project managers are diligent in coordinating our work with the work of other consultants involved with the project.

SBI has proven to consistently provide high quality surveying, design and engineering services. This has been evidenced by our previous awards from regulatory agencies. SBI has also been recognized by PA DEP and the local Berks County Conservation District for several years with the annual designer of the year award. The PA Society of Land Surveyors has also recognized SBI with the Surveyor of the Year Award and the winner of their annual plat preparation award. SBI has been successful in providing design services on numerous signature projects within the greater Berks County Region.

- ## FACILITIES AND EQUIPMENT

Stackhouse Bensinger Inc. utilizes in-house state-of-the-art electronic data collection surveying equipment and in-house AutoCAD drafting and design techniques to prepare plans for project assignments. In-house computer hardware and software is available for performance of any tasks which require computer-assisted analytical techniques. Our capabilities in this area include Geographic Information Systems Project Planning and completely integrated data collection and design network capabilities. Our ability to produce full-size color electronic drawings and 3-D rendering capabilities are of particular value for presentations/conceptual planning.

- ## INSURANCE

Stackhouse Bensinger Inc. carries complete insurance on its operations, including general commercial liability and professional liability coverage at $2,000,000. Our current coverage is provided by C N A, rated A+ Superior by A.M. Best insurance rating firm. Certificates of Insurance are available upon request.

TEAM QUALIFICATIONS

Related Projects
Project Sheets
City of Reading Projects
References
Key Project Personnel

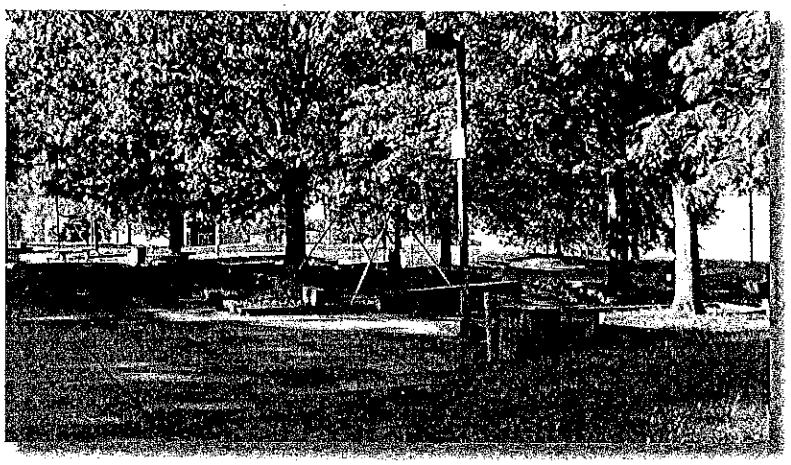
STACKHOUSE BENSINGER INC.
330 Revere Boulevard, Sinking Spring, PA 19608

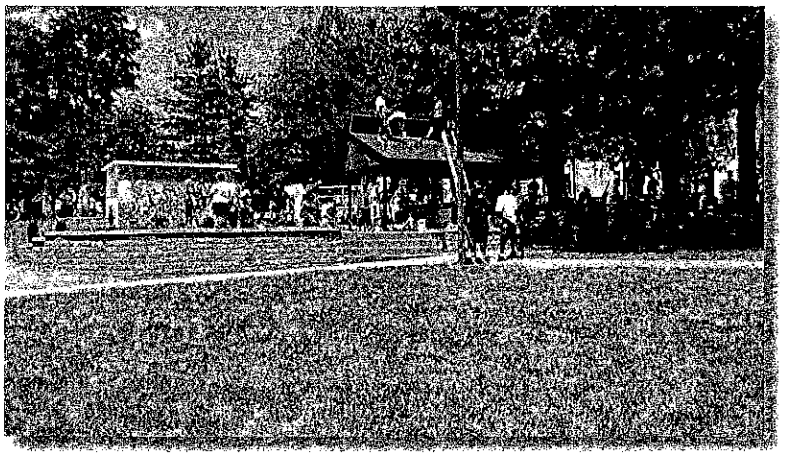
PARK AND RECREATIONAL PROJECTS

SBI's qualified staff brings to your project a breadth of experience unsurpassed by other firms. In particular, our team has experience with a variety of park and recreational related projects. A partial list of recent projects with which our staff has been involved is listed here.

• **Denver Borough Park** Park Master Plan	Denver Borough Lancaster County, PA
• **South Hills Park** Park Master Plan	South Lebanon Township Lebanon County, PA
• **Birdsboro Borough Hall** Borough Hall Landscaping Plan	Birdsboro Borough Berks County, PA
• **Mohnton Borough** Landscaping for the Park	Mohnton Borough Berks County, PA
• **Goggleworks Apartments** Apartment Building	City of Reading Berks County, PA
• **RC Theater** Entertainment Complex	City of Reading Berks County, PA
• **Sovereign Plaza** Office Building and Pocket Park	City of Reading Berks County, PA
• **Alvernia College** Student Center and Open Green Dormitories	City of Reading Berks County, PA
• **Wilson School District** High School Campus Master Planning Athletic Facilities	Spring Township Berks County, PA
• **Twin Valley School District** High School and Middle School Athletic Facilities	Caernarvon Township Berks County, PA
• **Jesuit Center** Cemetery Layout and Design	Lower Heidelberg Township Berks County, PA

STACKHOUSE BENSINGER INC.
330 Revere Boulevard, Sinking Spring, PA 19608





The Gilmore Henne Community Fund of Berks County approached Stackhouse Bensinger, Inc. (SBI) with a request to help revitalize the Barybey's Playground in the City of Reading. SBI worked closely with Gilmore Henne to develop an overall site plan that met the needs of the neighborhood, and maintained a low cost to complete. With an abbreviated schedule, SBI was able to deliver a full set of plans for the revitalization effort, assist the client in finding products and Contractor's to assist in this pro-bono project and also helped the neighborhood volunteers with the demolition and installation of the proposed improvements.

The project scope included:

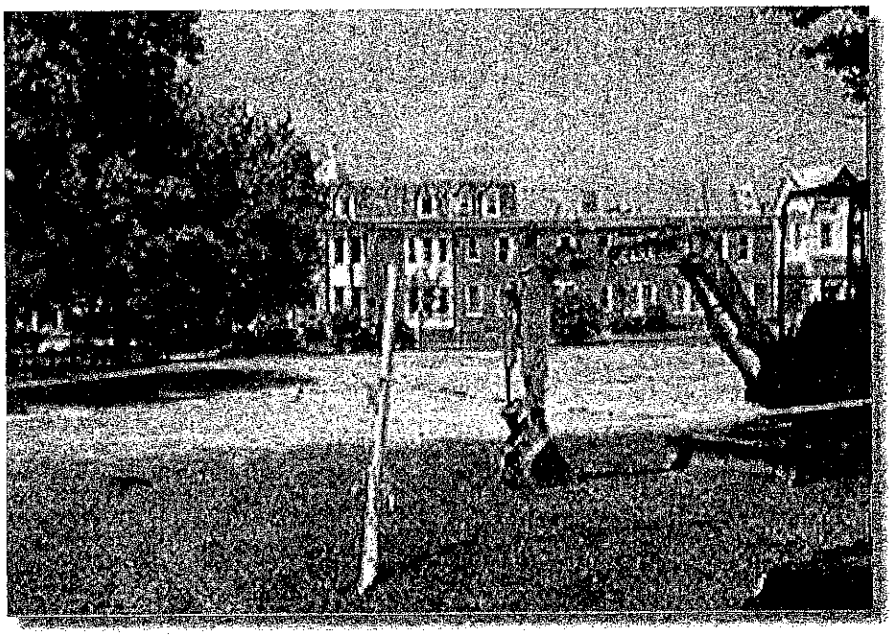
- Site Inventory and Analysis
- Pedestrian Circulation Development
- Increasing safety and visibility
- Grading and Landscaping
- Active and Passive Recreational Amenities

Project Cost: N/A
Duration: 2-3 Months
Contact: Mr. John Gilmore
Gilmore|Henne Community Fund
Tel: (610) 685-2223

Barbey's Playground
City of Reading, Berks County, PA

STACKHOUSE BENSINGER INC.

330 Revere Boulevard, Sinking Spring, PA 19608



This project for The Children's Home of Reading was spearheaded by a group of residents interested in helping to spruce up the basketball court and ball field on the CHOR main campus. Stackhouse Bensinger Inc. was honored to volunteer the engineering and landscape architecture support for the design of the renovations. SBI helped design the re-graded ball field and the layout design of the bases and pitching areas. The field was seeded using hydro seeding equipment. The project also included improvements to the basketball court. In the future the project would be expanded to eventually include a building and pavilion.

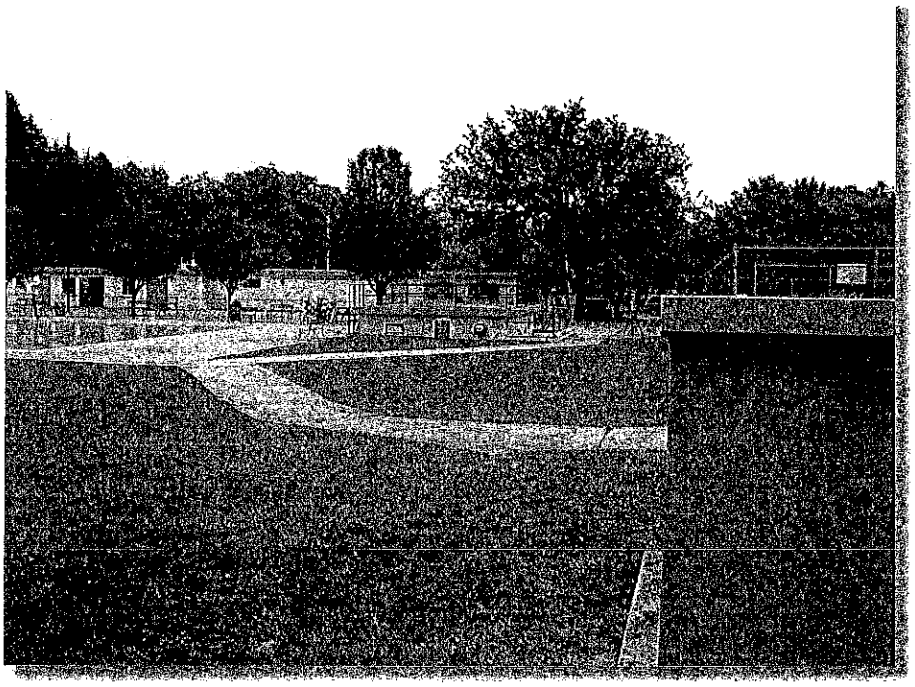
SBI was recognized at a "Field of Dreams" dedication along with numerous other organizations, companies and individuals who were part of making this dream a reality.

Project Cost: N/A
Duration: 1 Month
Contact: Mr. Eric Burkey
Burkey Construction
Tel: (610) 375-8593

The Children's Home of Reading

Field of Dreams Project - City of Reading, Berks County, PA

STACKHOUSE BENSINGER INC.
330 Revere Boulevard, Sinking Spring, PA 19608



The City of Reading retained the services of SBI and Olsen Design Group Architects to rehabilitate portions of the Pool Building, Pool Deck and tiling and bring the Park and facilities into compliance with ADA Guidelines for Accessibility.

Working within a fixed budget, the design team was able to extend improvements and accessibility to the main entrance and parking at the front of the Building.

New site furnishings were selected to match existing furnishings.

When completed, the main entrance, locker rooms and Toddler pool will be ADA Accessible.

The project scope included:

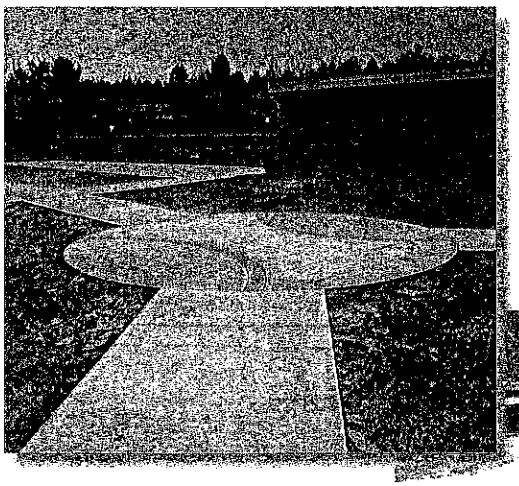
- Layout and Grading
- Preparation of Construction Documents
- Construction Administration

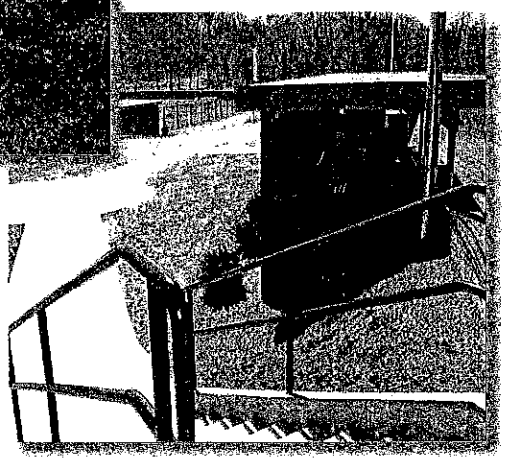
Project Cost: $186,000.00
Duration: 1 Year
Contact: Mr. Neil Nemeth
City of Reading
Tel: (610) 655-6423

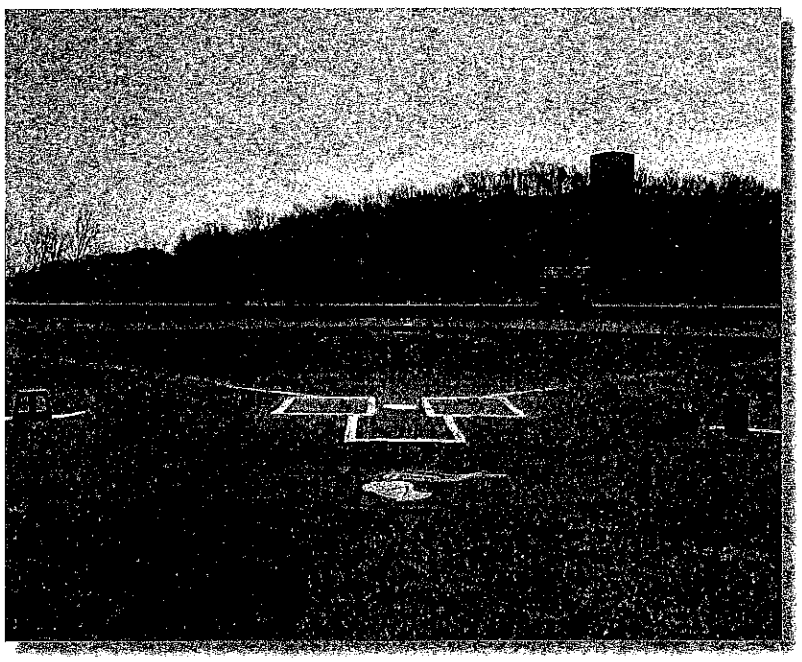
Schlegel Park Pool

City of Reading, Berks County, PA

STACKHOUSE BENSINGER INC.
330 Revere Boulevard, Sinking Spring, PA 19608







Alvernia University engaged SBI to develop construction drawings that maximized the overall campus potential. SBI provided a design with two competition level baseball fields, including all new dugouts and backdrops with sports lighting. The planning effort allows the campus ample room for future development and expansion while providing Alvernia with top notch athletic facilities.

The project scope included:

- Athletic Facility Planning and Design
- Preliminary and Final Land Development Plans
- Vehicular and Pedestrian Circulation Patterns
- Storm Drainage and Erosion & Sediment Control
- Grading and Landscaping
- Utility Design and Site Lighting
- Preparation of Construction Documents
- Municipal Approvals

This project allowed Alvernia University to meet their short and long range plans to increase their on-campus services to their student body.

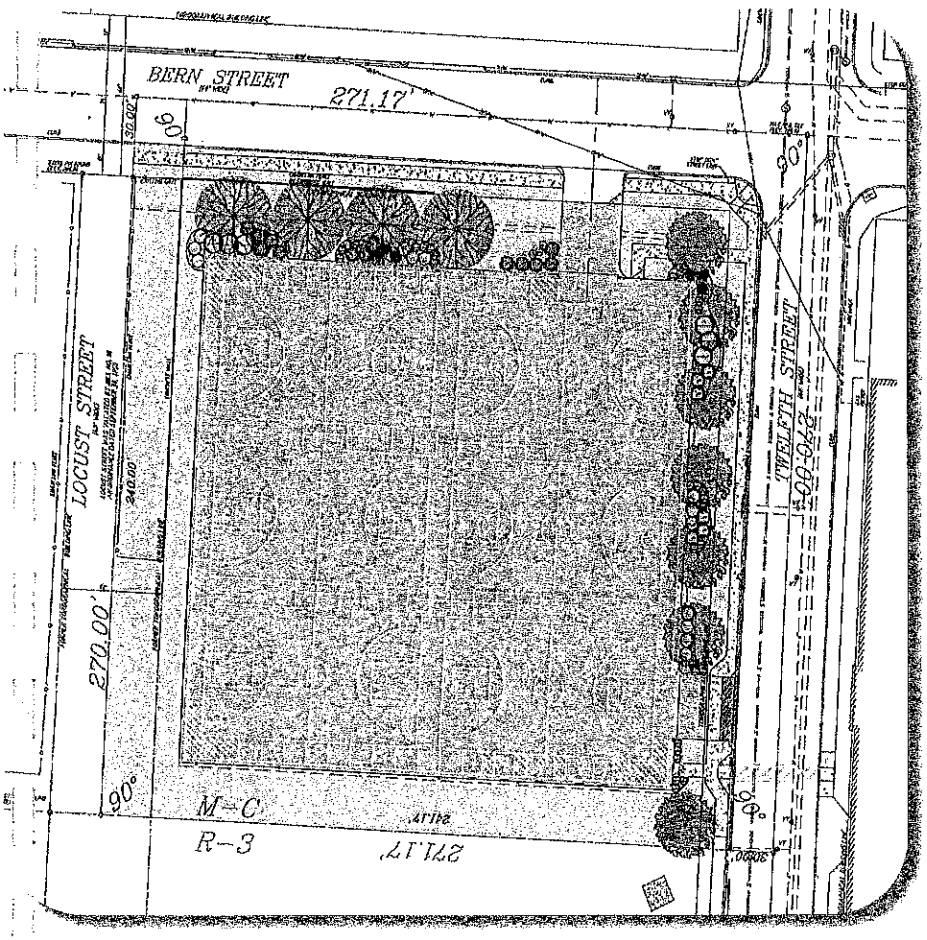
Project Cost: $2 Million
Duration: 1 Year
Contact: Mr. David Reppert
Alvernia University
Tel: (610) 796-8463

Alvernia University Athletic Fields

City of Reading, Berks County, PA

STACKHOUSE BENSINGER INC.

330 Revere Boulevard, Sinking Spring, PA 19608



Albright College engaged SBI to develop land development and construction documents to develop a 1 acre brownfield site with an aged U.S. Armory building existing on the site. The site required remediation by PA DEP as a contaminated site. SBI worked closely with the environmental consultants, PA DEP, the City of Reading, and the Berks County Conservation District to develop a plan to demolish the existing structures, cap the contaminated areas, regrade and develop the site into a multi-use basketball facility/parking area.

The project scope included:

- Layout and design of improvements
- Preparation of Land Development Plans
- Provide for vehicular and pedestrian circulation
- Parking layout
- Landscape Design
- Stormwater and Sediment & Erosion Control Design
- Site Grading Plan
- Site Utility Design – water and electric
- Sight Lighting Design – both for athletic facility use and parking/security
- Preparation of Construction Documents
- Construction Administration
- Obtain all necessary approvals/permits

The key element of this project was to provide for a multi-use new athletic facility/parking facility on a contaminated site while complying with all necessary requirements of all governmental agencies. Complete landscaping was designed in accordance with municipal requirements to provide aggregate screening from adjacent properties.

Project Cost: $300,000.00
Duration: 6 months
Contact: Mr. Edward Kappenstein
Albright College
Tel: 610-921-7523 (office)
484-256-5902 (cell)
Mr. William Wood
Tel: 610-921-7749 (office)

Albright College Basketball/Parking Facility

City of Reading, Berks County, PA

STACKHOUSE BENSINGER INC.
330 Revere Boulevard, Sinking Spring, PA 19608

CITY OF READING PROJECTS

The SBI team has extensive experience working within the City of Reading and the following is a list of recent projects with which our staff has been involved.

• **Goggleworks** Art Center	City of Reading Berks County, PA
• **Goggleworks Apartments** Apartment Building	City of Reading Berks County, PA
• **RC Theater** Entertainment Complex	City of Reading Berks County, PA
• **Sovereign Center** Entertainment Center	City of Reading Berks County, PA
• **Brentwood Industries** Manufacturing Facility	City of Reading Berks County, PA
• **Berkshire Bottling Works** Manufacturing Facility	City of Reading Berks County, PA
• **Sweet Street Desserts** Bakery Facility	City of Reading Berks County, PA
• **Penske** Office and Service Center	City of Reading Berks County, PA
• **Alvernia University** Student Center Dormitories Administration / Classroom Building	City of Reading Berks County, PA
• **Albright College** Athletic Facilities Dining Hall Renovations Founder's Walk Improvements	City of Reading Berks County, PA
• **Reading Area Community College** Campus Improvements	City of Reading Berks County, PA
• **Reading School District** 13th & Union Elementary School Lauer Park Elementary School 16th & Haak Elementary School	City of Reading Berks County, PA
• **Holy Name High School** School Expansion	City of Reading Berks County, PA

• **Southwest Fire Station** City Fire Station	City of Reading Berks County, PA
• **Reading Hospital Facility** Co-Generation Facility	City of Reading Berks County, PA

SBI has had the opportunity over the years to be involved in some of the City of Reading's exciting projects. These range from reinforcing the manufacturing base with new building or building expansions to contributing to the City's revitalization efforts with some key high profile projects as well as providing for higher education.

STACKHOUSE BENSINGER INC.
330 Revere Boulevard, Sinking Spring, PA 19608

REFERENCES

This is a partial list of current and previous clients for whom SBI's professionals have performed services. We encourage our prospective clients to contact any of the clients on the list to gain additional insight regarding the abilities and commitment of SBI.

- **David Reppert**
  Alvernia University
  610-796-8463

- **Douglas Smith**
  Alvernia University
  610-796-5600

- **Larry Bortz,** Director of Plan Management
  Wilson School District
  610-670-0857 or 484-256-1947

- **Phil Leinbach**
  AEM Architects
  610-779-3220

- **Michael Mountz**
  Cloister Development, Inc.
  717-629-0822

- **Alan Kreider**
  Reedy Estates
  484-333-2292

- **David Rick**
  Tulpehocken Ltd.
  610-678-2426

- **Troy Tranquillo**
  Caron Foundation
  610-568-4772

- **William Wood,** Director of Finance & Operations
  Albright College
  610-921-7749

- **Lee Olsen, AIA**
  Olsen Design Group Architects
  610-371-9606

- **Richard McDougal**
  McDougal/Burkey Construction & Development Corp.
  610-375-8593 ext. 105

- **Terry Groff**
  Reading Bakery Systems, Inc.
  610-693-5816

- **Glenn Brooks**
  Leon N. Weiner & Associates
  302-764-9430

- **Tom Kimmel**
  Green Hills Homes
  610-603-9104

- **Frank Schnee**
  Robesonia Borough
  610-693-5457

- **Bob Hanna**
  Maidencreek Plaza Company, LLC
  610-926-2139

STACKHOUSE BENSINGER INC.

ROBERT P. STACKHOUSE, R.L.A., ASLA

EDUCATION

The Pennsylvania State University, B.S., Landscape Architecture, 1976

PROFESSIONAL REGISTRATIONS, CERTIFICATIONS AND ACCREDITATIONS

Registered Landscape Architect in PA, Registration #1018
Member, American Society of Landscape Architects, #54779-4
Allied Member, American Institute of Architects #228633186

PROFESSIONAL AFFILIATIONS

American Planning Association
Pennsylvania Planning Association – Past Council Member of Lehigh Valley Chapter
National Association of Home Builders
Pennsylvania Home Builders Association
Berks County Home Builders Association
Urban Land Institute

EMPLOYMENT HISTORY

Stackhouse Bensinger Inc. – Sinking Spring, PA

April 1998 to Present

President – Responsible for managing multi-disciplined consulting firm offering services in engineering, planning, landscape architecture, surveying and general consulting. Duties include administration of corporate financial, personnel, marketing, and quality control policies as well as providing project management and consulting services to private and public sector clientele.

STACKHOUSE BENSINGER INC.

Great Valley Consultants – Wyomissing, PA

1991 to 1998

President – Responsible for managing multi-disciplined consulting firm offering services in engineering, planning, landscape architecture, surveying and general consulting. Duties include administration of corporate financial, personnel, marketing, and quality control policies as well as providing project management and consulting services to private and public sector clientele

Spotts, Stevens and McCoy, Inc. – Wyomissing, PA

1988 to 1991

Manager, Land Development and Planning Services – Responsible for managing activities of the land development and planning department including personnel, budgets, workloads, marketing and interactions with other disciplines. Responsible for client contacts, project management of individual development projects; supervision and scheduling of various surveying, engineering, landscape architectural and planning personnel, and representation of clients at local, state, and federal agencies and public meetings.

1982 to 1988

Project Manager – Responsible for management and design of private land development projects as well as client contacts and representation of private clients at local planning boards, zoning boards, and government bodies. Duties also included planning consultant work and plan review services for local municipal planning boards. Additional responsibilities included management of Frankhouser Associates Branch Office of Spotts, Stevens and McCoy, Inc., Reading, PA.

1980 to 1982

Staff Landscape Architect – Responsible for design and management of land development projects including design of sanitary sewers, water distribution system, storm water management design, sediment and erosion control design, landscape and recreation design.

STACKHOUSE BENSINGER INC.

1979 to 1980

Site Planner – Responsible for site analysis and design of land development projects. Supervised and coordinated the work of field technical personnel in preparing topical studies for site planning. Developed site plans and construction specifications.

Berks County Planning Commission – Reading, PA

1977 to 1979

Planner II – Responsible for County Comprehensive Plan updating and maintenance, completion of topical studies dealing with zoning, recreation, and citizens questionnaires, supervision of technical personnel, site planning and construction specifications for County facilities, review of proposed municipal subdivision and zoning ordinances under Pennsylvania Act 247.

1976 to 1977

Planner I – Responsible for administration of County Subdivision Regulations and Land Development Controls involving analysis of land development plans and coordination of same with municipalities, state, and federal agencies.

STACKHOUSE BENSINGER INC.

SCOTT T. MILLER, RLA, ASLA

EDUCATION

The Pennsylvania State University, B.S. Landscape Architecture, 1985
Reading Area Community College, Continuing Education, Reading, PA, AutoCAD Class – Release 12, 1993

PROFESSIONAL REGISTRATIONS, CERTIFICATIONS AND ACCREDITATIONS

Registered Landscape Architect in PA, Registration #1181-E
Member, American Society of Landscape Architects, #649392

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects
National Trust for Historic Preservation

EMPLOYMENT HISTORY

Stackhouse Bensinger Inc. – Sinking Spring, PA

2006 to Present

Director of Land Development Services - Responsible for coordination and management of the Land Development Services, including subdivision and land development projects for the company. Coordination of the multiple disciplines, including survey, civil engineering, environmental and traffic services. Also, project manager for large-scale development project including retirement communities, campus designs and mixed housing and commercial developments.

2003 to 2006

Senior Project Manager – Responsible for project coordination and management of major and large scale subdivision and land development projects; including coordination of multiple disciplines including survey, civil, architecture and construction services relating to the projects. Also, landscape design, scheduling, preparation of construction documents and specifications and construction coordination, public presentation and company marketing coordination.

STACKHOUSE BENSINGER INC.

1999 to 2003

Project Manager – Responsible for project coordination and management of multiple subdivision and land development projects, including cost management, layout and design, scheduling, staff coordination, construction documents and specifications, public presentation and marketing coordination.

Derck & Edson Associates, LLP – Lititz, PA

1997 to 1999

Studio Manager/Landscape Architect – Responsible for a 5 member multi-disciplined landscape architect studio including landscape architects, engineers, CADD draftsmen, including project administration, cost estimating, scheduling, site design, construction documents and specifications, and project approvals and construction observation.

Great Valley Consultants – Wyomissing, PA

1992 to 1997

Project Manager/Landscape Architect – Responsible for cost management and design of subdivision and land development projects including client contact, estimating, scheduling, design, layout and representation of private clients for required approvals. Duties also include planning consulting services for local municipalities and the preparation of community impact and recreation studies. Marketing Coordinator for recreation and development projects.

Spotts, Stevens and McCoy, Inc. – Wyomissing, PA

1986 to 1992

Project Manager/Landscape Architect (1990-1992) – Responsible for management and design of private subdivision and land development projects, with duties including client contact, cost estimating, scheduling, design and layout of multi-type residential and commercial developments.
Prepare community impact and recreation studies. Serve as zoning officer for several municipalities. Maintain portfolio.

STACKHOUSE BENSINGER INC.

1987 to 1990

Assistant Project Manager/Planner – Responsible for design of subdivision and land development projects including layout design, grading plan, storm water management, landscaping and recreation designs. Duties included RIRA Grant Applications, preparation of regional and local recreation studies, layouts and designs.

1986 to 1987

Associate Planner – Responsible for review of multi-municipal subdivision and land development plans for compliance with local regulations. Functioned as municipal representative at local municipalities as engineer and planner.
Prepared draft ordinances.

M. D. Guerrisi Landscape Co. – Lebanon, PA

1986

Landscape Designer responsible for developing residential planting schemes, including cost estimating, design, layout and supervision of field crews.

STACKHOUSE BENSINGER INC.

CRAIG MOMOSE, P.E.

EDUCATION

The Pennsylvania State University, B.S., Mining Engineering, 1981

PROFESSIONAL REGISTRATIONS and AFFILIATIONS

Professional Engineer in Pennsylvania, 1989 (Reg. No. PE039211E)
Member American Society of Civil Engineers, since 2000
Certified Professional in Erosion and Sediment Control, CPESC No. 5564, 2009

CONTINUING EDUCATION

- Fall 2012 Designer's Workshop, Berks County Conservation District (presenter and attendee)
- Webinar – Proposed Construction General Permit, US EPA, 2011
- Revised Chapter 102 and PCSM Regulations, Berks County Conservation District, 2010
- HEC-HMS Bootcamp, Watearth, Inc., 2009
- PCSM Design Seminar, DEP/Lancaster, Lebanon, Berks, Schuylkill County Conservation Districts, 2008
- PA Handbook of BMP's for Developing Areas, DEP/NRCS, 1998
- HEC-RAS Short Course on the River Analysis System, Penn State, 1995
- Urban Storm Water Quality Management, ASCE, 1990
- Advanced HEC-2, Penn State, 1989
- HEC-2 Floodplain Hydraulics, Penn State, 1987

EMPLOYMENT HISTORY

Stackhouse Bensinger Inc. – Sinking Spring, PA

May 1999 to Present

Director of Civil Engineering – Responsible for daily supervision of engineering staff of up to 6 project engineers and checking of design work and drawings prepared by engineering and CAD staff, client coordination and project management, in addition to the design work noted below for Project Engineer.

April 1998 to May 1999

Project Engineer – Responsible for design of all types of private and public land development projects and review of subdivision and land development plans for local municipalities. Specific design responsibilities included storm water management, site grading and earthwork, erosion and sediment control, floodplain and floodway determinations, FEMA Letter of Map Amendment and Letter of Map Revision applications, DEP Joint Permit, General Permit and NPDES Permit applications, construction specifications and construction cost estimates.

Great Valley Consultants – Wyomissing, PA

1992 to 1998

Project Engineer – Responsible for design of all types of storm water management and erosion and sediment pollution control facilities, floodplain/floodway analyses, preparation of DEP Permits, and preparation of FEMA Letter of Map Revision applications. Projects included residential, industrial and commercial land developments, quarrying operations, municipal infrastructure improvements and highway design for PennDOT projects. Responsible for review of subdivision and land development plan storm water management designs and floodplain studies for numerous municipalities.

Spotts, Stevens and McCoy, Inc. – Wyomissing, PA

1984 to 1992

Civil Engineer – Performed storm water management, erosion and sediment control, and floodplain/floodway (HEC-2 modeling) analyses and designs associated with residential, industrial and commercial land development, roadway design, and mining permits for private and government clients. Reviewed subdivision and land development plans for local governments and municipalities, including floodplain studies.

STACKHOUSE BENSINGER INC.

ARISTIDES IVAN OTERO

EDUCATION

The Pennsylvania State University, Bachelor of Landscape Architecture, May 1998

EMPLOYMENT HISTORY

Stackhouse Bensinger Inc. – Sinking Spring, PA

April 2008 to Present

Project Designer – Responsibilities include design of subdivision and land development projects including site and master plan level layout design, grading plans, storm water management, landscaping and recreation designs, erosion and sedimentation control design, construction documents and specification preparation and coordination during construction phase. Duties include preparation of cost estimates, detailed planting plans, ADA design and layout in compliance with federal and state regulations. Duties also include review for local municipalities for compliance with local regulations.

Derck & Edson Associates, LLP – Lititz, PA

April 1999 to March 2008

Landscape Designer/Project Manager – Responsibilities included working on and managing a wide variety of land development and planning projects from conceptual development through construction document preparation and construction observation. Completed site layout, grading, drainage, landscaping and detailing of projects from small plazas to large planned communities. Developed landscape and athletic facility master plans for collegiate campuses.

Additional work included the development of a range of printed and digital graphic pieces for public presentations and marketing efforts.

Types of Projects: Retirement facilities, collegiate site design and master planning, public and private land development and urban plazas.

STACKHOUSE BENSINGER INC.

Spotts, Stevens and McCoy, Inc. – Wyomissing, PA

September 1998 to April 1999

Graduate Landscape Designer – Responsibilities included design of subdivision and land development projects, storm water management design and calculations.

Types of projects: College campuses, commercial and urban revitalization.

PROPOSAL

Scope of Work
Supporting Documents

April 5, 2013

Tammi Reinhart, Purchasing Coordinator
City of Reading
Purchasing Division
815 Washington Street, Rm. 2-45
Reading, PA 19601-3690

Re: RFP for Keffer Park Design Engineering Services
City of Reading
301 Exeter Street
Reading PA. 19601

Proposal 13-025

Attn: Ms. Tammi Reinhart:

In accordance with the request for proposal for Keffer Park Design Engineering Services, Stackhouse Bensinger Inc. (SBI), is pleased to submit this proposal for your review and consideration. This proposal is for the preparation of construction drawings and specifications for the property located at 301 Exeter Street in the city of Reading, PA.

The Scope of work is to include improvements to baseball field backstop, player's benches and fencing, the layout and design of a new playground equipment and safety surfacing, site lighting as required, ADA access (this would include the design of ADA parking and ramps, if needed), site furnishings, for the site outlined in the RFP issued by the City of Reading Department of Works.

SCOPE OF WORK

Stackhouse Bensinger Inc. hereby proposes to perform the following professional services for the above referenced project:

A. DESIGN PHASE

1. Plans, Specifications, and Bidding Documents
SBI will prepare complete plan, specification, and bid documents necessary for contractor to construct the proposed improvements. SBI shall prepare

preliminary and final engineering reports, applications and cost estimates for the project. All plans shall be submitted in hard copy and electronically. SBI to prepare all plans and specifications in accordance with current Pennsylvania Department of Environmental Protection and United States Department of Housing and Urban Development Community Development Block Grant requirements and any applicable requirements of other agencies having jurisdiction over the project. SBI will prepare detailed construction drawings and Erosion and Sediment Control Plans. The City will provide input during the design phase and will review the construction plans, specifications and contract documents. SBI shall furnish capital and operating costs estimates at 30%, 80% and 100% complete stages of the design effort.

SBI to submit four (4) copies of the preliminary reports, plans and specifications and twenty (20) copies of the final reports, plans and specifications.

2. Design Services (Base information)
   SBI shall supplement all plans as provided by the City's staff to provide sufficient information for the design of the entire project. This would include but is not limited to alignments, control traverse, topography levels and other necessary data. SBI will perform field surveys necessary to provide information for the preparation of the plans and specifications, research and a property line map which indicates bearings and distance of the site area as required by the State funding agency. Survey and topographic information used for the design will be limited to the areas of the proposed playground area(s) and ADA access ramp and route areas. A complete boundary and topographical survey of the City's property will not be provided.

3. Soils and Subsurface Investigations
   Investigations of subsurface soil conditions for the design of the project, including geotechnical studies, soil borings or other tests are not anticipated to be required. City of Reading will provide any available information concerning known or previously documented subsurface or environmental conditions within the Project Site. (See Additional Work).

4. Agency Coordination
   SBI will prepare for all necessary permits, and obtain necessary agency approvals including Erosion and Sediment Control Plan submission to the Berks County Conservation District for the playground review and approval. Plans will be submitted to the Berks County Planning Commission for their review and approval. It is understood that the City is exempt from County review fees for these plans. The City of Reading will present the plans to the City's Planning Commission for review. SBI will attend the meeting if required and will provide necessary plan and design revisions based on Agency review comments.

5. Public Involvement
   SBI will prepare exhibit plans, documentation and handout material and attend one (1) informational meeting for the neighborhood group.

6. Meetings
   SBI shall attend three (3) meetings with City representatives concerning the Project.

7. Bidding Process
   With the assistance of the City's Purchasing Department, SBI will provide Contract Documents, Plans and Technical Specifications and send out for bid.

8. Award
   SBI shall prepare bid clarifications and addenda to the bidding document as may be required. The Project Manager will schedule and conduct pre-bid conferences with the prospective bidders, shall attend the bid opening and shall evaluate all bids and prepare recommendations for the City of Reading concerning the contract award.

B. CONSTRUCTION PHASE

1. Site Visits
   SBI shall make periodic site visits inspections of the project as may be necessary to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the contract documents. SBI to perform site visits no less than once every 2 weeks during the course of the work for a total of six (6) meetings.

2. Change Orders
   SBI to review, sign and verify the validity of all change orders and payment applications.

3. Shop Drawings
   SBI shall review for consistency with the Contract Documents shop drawings, samples, and other submissions of the contractors, as well as work performed by the contractors in conformance with the design concept of the project and for compliance with contract documents.

4. Clarifications
   SBI shall make all interpretations of requirements in the contract document and shall prepare any necessary amendments of supplementary instructions.

5. Record Drawings
   SBI shall prepare mylar as-built drawings based on the marked up contract drawings supplied by the City and correct the mylar drawings to as-built conditions made during the course of construction.

6. Compensation
   Reimbursable expenses will include cost of prints, photocopies, travel, direct expenses, municipal review or recording fees, permit, license or application fees.

GENERAL PROVISIONS

ACCEPTANCE PERIOD

This proposal and the Terms and Conditions herein are valid if this contract is executed and returned within sixty (60) days of the date of this proposal.

SCHEDULE OF WORK

We are prepared to schedule work for this project upon receipt of the executed contract. It is our policy to complete all surveying and engineering services as promptly as possible; however, there is no guarantee expressed or implied as to when the work will be completed or when the plan will be approved by the applicable governing agencies. Final Plan approval by the municipality is not guaranteed.

In addition, in order for SBI to accurately complete the design in a timely manner, architectural drawings (floor plans and elevation views) of the building, including utility service line and rainwater conductor locations and elevations will need to be submitted to SBI by the client. This information should be provided at least four (4) weeks prior to the Planning Commission submission deadline date.

DUTIES AND RESPONSIBILITIES

Our professional services will be performed in accordance with generally accepted principles of surveying and engineering practice. No other warranty is expressed or implied.

FEES AND PAYMENTS

The fee quoted herein includes all supervision of surveying, engineering, drafting and office operations, attendance at meetings with municipalities and secretarial services necessary for the performance of the Work.

The fee quoted herein is an estimated cost to perform the services described in the Scope of Work.

Invoices will be submitted on a monthly basis as the work proceeds. Invoices will be provided in a standard SBI format indicating an outline of the services and with a certain level of detail. (A sample is available). If a specific format and/or additional level of detail is necessary this must be indicated and/or provided with this proposal or an administrative fee would be incurred if this information were requested at a later date. Invoices are payable upon receipt and payment is not contingent upon receipt of funds from third parties or approval of plans.

Fees not paid within thirty (30) days are subject to a service charge of 1 percent per month (12 percent per annum). **If any outstanding invoices are not paid in full within 45 days, we reserve the right to stop work, withdraw certifications, and pursue any other appropriate remedies.**

EXCLUSIONS

Specifically excluded from this proposal are:

- Any revisions or redesign of plans, reports, or other documents requested by the Client or his duly authorized representative, or requested by the municipality or governing agency, not specifically required by municipal, state or federal codes, ordinances, regulations, policies, etc. in effect as of the date of execution of this Proposal or not covered in the above scope of work.
- Cost of prints, photocopies, direct expenses, municipal review or recording fees, or permit, license or application fees.
- Design, sizing or coordination of utility services or connections including gas service, sanitary sewer, water service or electric/telephone/cable service. Including any testing, analysis or permitting associated with any new connection or services.
- Design of any off-site improvements, including existing utility services, roadway improvements or traffic signals, other than as may be indicated above.
- Fiscal or historical impact studies, or any environmental studies, or other additional studies not covered within the RFP's Scope of Work.
- Design of any required retaining walls, other than as may be indicated above.
- Any site models or graphic representations of the building(s) in relationship to the adjoining properties.
- Any plans, applications, testimony, etc. associated with any relief necessary from the municipal Zoning Ordinance.
- Preparation of construction cost estimates, except for the municipal improvements cost estimate outlined above.

This proposal specifically assumes that we will not be the Client's representative on the construction site with any power of approval or control over the Contractor, nor will we be responsible for construction safety.

This proposal does not warrant or guarantee any municipal or agency approval of the design, or that the actual cost of construction will not vary significantly from the preliminary estimate furnished.

Maintenance, compliance and/or renewal of any permits secured as part of this project effort by SBI, shall be the responsibility of the Client unless continued involvement of SBI has been specifically authorized via a Change Order to this contract.

ADDITIONAL WORK

Experience indicates that certain additional services may be required or necessary which cannot presently be determined or estimated. For the Client's reference, following is a list of professional services that may be required during or after Final Plan approval. These services, if necessary, would be performed only upon Client authorization:

1. Architectural Services - If Architectural Services are required, we would retain Olsen Design Group Architect to provide these services. A quote for the anticipated scope of services would be provided when a scope has been defined.

2. Construction Stakeout – Includes rough line and grade, final line and grade, sanitary sewer stakeout, storm sewer stakeout, building stakeout and other utility stakeout.

3. Soil and Subsurface Investigations – If any additional soil and subsurface investigation is required, a consultant shall be hired for the investigation of the subsurface soil conditions for the design of the project, or to address any undocumented environmental issues or conditions discovered during construction.

4. Construction Stakeout – Includes rough line and grade, final line and grade, sanitary sewer stakeout, storm sewer stakeout, building stakeout and other utility stakeout.

5. PennDOT Permits – Engineering and drafting services required to secure Highway Occupancy Permit(s) from the Pennsylvania Department of Transportation.

If this Proposal and the General Provisions attached or included herein are satisfactory and acceptable, and fully set forth the terms of our understanding, please sign the acceptance, retain the copy and return the original to our office. SBI is fully prepared to proceed with work on this project upon receipt of a signed authorization.
We appreciate the opportunity to submit this proposal and look forward to serving you on this project.

Very truly yours,

Robert P. Stackhouse, RLA, ASLA
President

ACCEPTANCE – Proposal No. 13-025

In consideration of the terms and conditions set forth herein, I do hereby accept this Proposal and General Provisions as our complete agreement for the performance of the work described herein.

ACCEPTED this ____ day of _____, 2013.

BY: _____

_____

Print Name and Title

STANDARD TERMS AND CONDITIONS

SCOPE AND SERVICES – Stackhouse Bensinger Inc.. (SBI) agrees to perform and the Client (Owner) agrees to pay for those Services described in the Agreement, Proposal, or Scope of Work to which these Standard Terms and Conditions are attached. Adjustments in the Scope of Work may be necessary as the work progresses, and changes which require additional services by SBI shall be paid for as additional services.

PAYMENT SCHEDULE – The Client (Owner) agrees to pay for the services and expenses as provided in the Agreement, Proposal, or Scope of Work. Payment is due upon presentation of the invoice. SBI will invoice Client (Owner) each month or periodically as the work progresses. Interest at the rate of 1% per month shall be charged and payable for late payment beginning 30 days after the date of invoice. SBI reserves the right to discontinue all work, without notice, when any portion of an account becomes 45 days overdue. Fees and reimbursable expenses do not include use tax or sales tax which may be imposed by law. Taxes which may be imposed on professional services shall be additional to the invoiced amount. Client agrees to pay all reasonable court costs and attorney fees incurred by SBI in association with collection of any delinquent accounts.

CLIENT RESPONSIBILITIES – To assist SBI in performance of assigned tasks, the Client (Owner) shall cooperate with SBI by providing all data, documents, materials, and other information known to the Client (Owner) or in the possession of the Client (Owner).

COPYRIGHTS, PATENTS, TRADE SERVICES – Each party shall hold as confidential any processes, methods, procedures, ideas, inventions, or computer program information which is designated in writing by either party as confidential. These confidential item(s) shall not be disclosed to a third party without prior written consent of the Client (Owner) where disclosure is required to complete the services required. SBI will not conduct patent searches or claims as to proprietary processes or information, and makes no representations that processes, materials, information, or equipment are free of such claims.

PROJECT DELAYS – SBI shall not be responsible for delays at any time in the progress of the work or activity when the delay is by any cause beyond the reasonable control of SBI, including but not limited to acts of God. The parties agree the time for completion of the work shall be extended for a period of time equal to the delay hereunder.

USE OF DOCUMENTS – All documents prepared by SBI as part of this agreement are intended for use only on the subject project and are not authorized or released for any other use whatsoever. Reuse of documents for extensions of the project or for different projects will be at the Client's (Owner's) sole risk and without any liability by SBI. The Client (Owner) shall have the right to retain copies including reproducible copies, of documents for information and reference with regard to use and occupancy of the work or project. All electronic files remain the sole property of SBI and will be released at the sole discretion of SBI. Client understands that any reuse of SBI documents by client or others without the expressed written consent of SBI will be subject to criminal penalties.

INDEMNIFICATION – The Client (Owner) shall indemnify and hold harmless SBI, its successors and assigns from any and all claims, losses, damages, liability, and costs, including legal fees provided the claim is attributable to bodily injury, sickness, disease or death, or to destruction or damage to tangible property, including loss of use, and/or liability caused by Client's (Owner's) wrongful and negligent acts.

CONSEQUENTIAL DAMAGES – SBI shall not be liable for any damages, compensation or claim of any kind whatsoever for inconvenience, loss of business or profits, or annoyance, or any other claim direct, indirect or consequential arising from SBI's performance of service under this contract whether caused by SBI's errors, omissions, negligence, strict liability, breach of warranty or contract, or performance of services.

LIMITATION OF LIABILITY – The Client's (Owner's) exclusive remedy for any cause of action shall be limited to the compensation received by SBI from Client (owner) for SBI services. All claims, including negligence or any other use shall be deemed waived unless made in writing within one (1) year after completion of services on the specific project. The issuance of the final SBI invoice for the project shall be representative of the one (1) year period. If services are furnished in connection with construction of an installation, the period of repose shall be two (2) years after the issuance of the final SBI invoice for the installation project. SBI, nor its principals, agents, subcontractors, or employees, makes any express or implied warranties with regard to any of the services to be provided. Any breach or claim against SBI, its principals or employees, agents or subcontractors, shall be judged by the reasonable standard of care as rendered by others in equivalent circumstances, at the place and time services were provided.

INSURANCE – SBI will maintain such insurance as will protect it from claims under Workmen's Compensation, automobile, bodily injury, property damage, and general liability. SBI will also maintain professional liability insurance. The Client (Owner) shall maintain its own insurance in amounts sufficient to equal the SBI coverage.

COST ESTIMATES – In the course of certain projects, construction cost and project cost estimates are required or requested. Neither SBI nor its clients has control over many of the costs associated with projects due to varying regulatory matters, costs of labor, materials and equipment, the competitive environment of bidding, or unique market conditions which affect a particular bid or project cost. SBI does not represent that bids, price quotations, or total project costs will not vary from any opinion or statement of probable costs prepared by SBI.

CONSTRUCTION SERVICES – Should the Client (Owner) not authorize SBI to perform full-time site construction observation or review of the contractor's work and performance, client agrees to indemnify and hold harmless SBI from any and all claims and suits, including reimbursement of attorney's fees and related costs of defense, arising from the contractor's performance or the failure of the contractor's work to comply with the design and contract documents

TERMINATION – Bither party upon written notice may terminate this Agreement. SBI shall be compensated for all services and expenses authorized by the contract.

STACKHOUSE BENSINGER INC.
330 Revere Boulevard, Sinking Spring, PA 19608

E-mail: ssainc@stseinc.com
Phone: (610) 777-8000
Fax: (610) 796-2983

KEFFER PARK
TIME SCHEDULE

Accepted on or Before	May 1, 2013 (Anticipated)
Programming	1 week
Schematic	1 week
Design Development	1 – 2 weeks
Interim Construction Documents	1 – 2 weeks
Construction Documents (Bidding)	2 weeks
Anticipated Bid Opening Date *3-4 weeks for Bidding and City selection	6 - 8 weeks after Notice to Proceed
Anticipated Final Inspection *4-5 weeks for Construction	4 – 5 weeks

This schedule, including the Bid Opening Date and the Final Inspection Date are tentative dates, subject to adjustment by the City of Reading.

REQUEST FOR PROPOSALS

DESIGN ENGINEERING SERVICES

KEFFER PARK IMPROVEMENTS

READING, PENNSYLVANIA

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Introduction

The City of Reading, Pennsylvania is seeking proposals from qualified firms to provide design engineering services for the rehabilitation of Keffer Park. The improvements include but are not limited to baseball and benches upgrade; installation of playground equipment with required safety surfacing; sight lighting; ADA access; landscaping and related sight improvements. The City seeks a consultant to provide design services in conformance with the federal Community Development Block Grant requirements.

All costs incurred by proposing firms are considered by the City to be marketing costs required in order to select a firm to perform this work, and the City will not be reimbursing for any costs incurred.

Mandatory Pre-Proposal Conference

A mandatory pre-proposal meeting will be conducted on Wednesday, March 12, 2013 at 1:00 p.m. in the Penn Room, 1st floor, City Hall, Reading, PA. Additional questions may be emailed to Tammi Reinhart, Purchasing Coordinator, at tammi.reinhart@readingpa.org by Thursday, March 21, 2013 with responses given to all firms as an addendum on Thursday, March 28, 2012.

Proposal Submission

Proposals are to be submitted no later than 3:00 p.m., prevailing time, on Friday, April 5, 2013. Proposals received at the Office of the Purchasing Coordinator after the hour specified will not be considered.

Scope of Work

The City seeks a consultant to provide design services in conformance with federal and state requirements.

After the consultant receives written authorization to proceed, they shall provide professional services as noted below.

GENERAL SCOPE OF SERVICES

The improvements include but are not limited to baseball and benches upgrade; installation of playground equipment with required safety surfacing; sight lighting; ADA access; landscaping and related sight improvements. The City seeks a consultant to provide playground design services in conformance with state and federal requirements.

After the consultant receives written authorization to proceed, they shall provide professional services as noted below.

Scope of Work

A. Design Phase

1. Plans, Specifications, and Bidding Documents

Prepare complete plans, specification, and bid documents necessary for contractor to construct the proposed improvements. The consultant shall prepare preliminary and final engineering reports, applications and cost estimates for the project. All plans shall be submitted in hard copy and electronically. Prepare all plans and specifications in accordance with current Pennsylvania Department of Environmental Protection and United States Department of Housing and Urban Development Community Development Block Grant requirements and any applicable requirements of other agencies having jurisdiction over the project. Include preparation of detailed construction drawings and Erosion and Sediment Control Plans. City will provide input during the design phase and will review the construction plans, specifications and contract documents. Consultants shall furnish capital and operating cost estimates at the 30%, 80% and 100% complete stages of the design effort.

Submit four (4) copies of preliminary reports, plans and specifications and twenty (20) copies of final reports, plans and specifications.

2. Design Services

Consultant shall prepare all plans as provided to provide sufficient information for the design of the entire project. This includes but is not limited to alignments, control traverse, topography levels and other necessary data. The consultant shall also perform all surveys necessary to provide information for the preparation of plans and specifications. The consultant shall research and provide a survey that provides a property line map which indicates bearings and distance of the site area as required by the state funding agency. The survey and topographic information used for the design may be limited to the proposed playground area and access ramp areas. A full survey of the City's property is not necessary.

3. Soils and Subsurface Investigations

Provide all necessary investigations of subsurface soil conditions for the design of the project. This includes all geotechnical studies, soil borings or other tests. This information gathered may be limited to the proposed playground area.

4. Agency Coordination

Prepare for all necessary permits and obtain all necessary agency approvals. Furnish all agencies with four complete sets of plans and specifications for review and approval. An Erosion and Sediment Control Plan shall be submitted to the Berks County Conservation District for the playground for review and approval. Present plans to the Berks County Planning Commission for the playground for review and approval. The City is exempt for a review fee for County review of these plans. The City staff will present the plans to the City's Planning Commission for review. Include staff time to make any necessary revisions based on Agency review comments.

5. Public Involvement

Prepare all exhibits, documentation, and handout material and attend one informational meeting for the neighborhood group.

6. Meetings

Consultants shall attend three (3) meetings with City representatives.

7. Bidding Process

The City's Purchasing Department will assist in preparation of the Contract Documents and putting the plan/specifications (as supplied by the consultant) out for bid.

8. Award

Consultant shall prepare bid clarifications and addenda to the bidding document as may be required. The project manager will schedule and conduct pre-bid conferences with the perspective bidders, shall attend the bid opening and shall evaluate all bids and prepare recommendations for the City of Reading concerning the contract award.

B. Construction Phase

1. Site Visits

The consultant shall make periodic site visits as may be necessary to become generally familiar with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the contract documents. On the basis of such on-site observations, the consultant shall take the appropriate steps to guard the City of Reading against defects and deficiencies in the work of the contractor. The consultant shall not be required to make exhaustive or full-time observation to check the quality or quantity of the work, but shall make as many observations as may be reasonably required to fulfill its obligation to the City. Periodic visits shall be made not less than once per month. Each engineering discipline (including, but not limited to, structural, mechanical, civil and electrical) shall make periodic visits no less than once every two weeks during the course of the work applicable to its discipline.

2. Change Orders

The consultant shall review, sign, and verify the validity of all change orders and payment applications

3. Shop Drawings

The consultant shall review and approve shop drawings, samples, and other submissions of the contractors, as well as work performed by the contractors in conformance with the design concept of the project and for compliance with contract documents.

4. Clarification

The consultant shall make all interpretations of requirements in the contract document and shall prepare any necessary amendments of supplementary instructions.

5. Record Drawings

The consultant shall prepare mylar as-built drawings based on the marked up contract drawings and any supplementary post design drawings. The City will supply the consultant with a marked up set of prints of the contract drawings indicating adjustments and/or changes made during construction. The consultant shall correct the mylar drawings to as-built conditions based on the marked up prints and revisions made during the course of construction. Prepare contract documentation for engineering, landscape, and site design so the project may be bid to qualified site contractors. The design team shall be responsible for site surveying, design of all improvements including erosion and sediment control, preparation of contract documents, and obtaining approvals from the City of Reading, Berks County Conservation District, DEP, and any other regulatory agency having jurisdiction over the project.

Assignment of Key Staff

The key member(s) of the consultant's staff must be identified and assigned to the project for the duration of the contract, unless the City of Reading agrees in writing to modify the assignment. If a key member leaves during the course of the contract, the City must be notified immediately, and the contractor must submit the replacement's name and credentials for approval by the City prior to that person starting work on the contract.

Use and Qualifications of Subcontractors

The City recognizes that subcontractors may be required or desired to design engineering components of the project. For each selected subcontractor proposed to be used by the firm, please provide details of the expertise and scope being provided by the firm as well as the firm's relevant experience and depth of qualified personnel as it relates to the project. This shall be no more than one page per subconsultant or firm. In the event that a firm is being selected based upon an individual who will be performing the majority of the work for the firm, please state this and provide this page of information related to this individual's experience as a key project team member, not the firm's experience.

In the event subcontractors are proposed to be used, they will be required to complete the attached Subcontractor Surety Agreement within ten days of the award of the contract.

Records Retention and Confidentiality

The successful firm shall maintain all records for ten (10) years after final payment on the contract and any and all other pending matters are closed. After the ten (10) year retention period, the City shall have the option to take possession of the work papers, reports, plans,

permits and documents, electronic and / or hard copy, whenever the successful firm decides to dispose of them. The successful firm shall notify the City in writing prior to any disposal of documents related to this contract.

All reports, information, data, etc., furnished by the City to the proposing firm shall remain confidential and shall not be released to any individual or organization without the prior written approval of the City.

Qualification Criteria

The response to this RFP shall incorporate adequate information as detailed below for the City's selection committee to evaluate the firm's ability to meet the design needs specified in this proposal. To expedite the review process, please organize the technical information in the order listed below with the submission being concise. This technical evaluation for professional services is strictly for firm and personnel qualifications so DO NOT include a rate sheet with this part of the submission.

Please provide the time and material not-to-exceed* project cost as well as the applicable rate sheets in a separate sealed package simultaneous to the technical proposal. The technical proposal will be evaluated by the committee first with the project cost being opened later and included in to the rating criteria.

Please submit seven (7) sealed, bound copies of the firm's technical proposal and seven (7) sealed copies of the firm's project cost each with the notation of "City of Reading Keffer Park Project" as detailed below to:

Tammi Reinhart, Purchasing Coordinator
City of Reading
Purchasing Division
815 Washington Street, Room 2-45
Reading, PA 19601-3690

<u>*Specify the "Not To Exceed Price" for design engineering services for the activity:</u>

$_____

The response shall address firm specific information followed by personnel, reference projects, and local presence as detailed below:

- Provide general firm information including location of headquarters, number of offices, total number of employees, number of technical staff geographic location of project's primary client contact, and numbers of years firm has been performing similar site design projects.

- Provide a comprehensive list of similar recent projects Provide at least five project

references in the past ten years. Details shall include: client name, client contact information, project location, key personnel, duration of project or portion of project if project involves other work beyond this scope, and projected and actual cost.

- Indicate number of projects currently under contract.

- Identify selected key team personnel with relevant qualifications and certifications as well as firm tenure.

- In the event of any proposed subcontractors, please provide details of the expertise and scope being provided by the firm as well as the firm's relevant experience and depth of qualified personnel as it relates to the project.

- Indicate the firm's experience with the City of Reading as well as clients in Berks County, Pennsylvania in the past ten years by client and contact information, type of project, and project and firm scope. Indicate the firm's relevant utility engineering in adjoining counties in the past ten years by client and contact information, type of project, and project and firm scope.

- Provide a sample contract and terms for review by the City and its legal counsel.

TIME SCHEDULE

The time schedule established at the Orientation meeting for the completion of the several submission is:

Accepted on or Before

Programming _____

Schematic _____

Design Development _____

Interim Construction Documents _____

Construction Documents _____

Anticipated Bid Opening Date _____

Anticipated Final Inspection _____

The Bid Opening Date and the Final Inspection Date are tentative dates, subject to adjustment by the City of Reading.

ADHERENCE TO TIME SCHEDULE.

Time shall be of the essence of this Agreement and it is the responsibility of the Consultant to maintain and strictly adhere to the submission schedule set forth. If it appears any submission or stage of the Project will be delayed, the Consultant shall immediately notify the City of Reading, in writing, prior to the due date of that submission or stage, unless the dates cannot be met due to conditions imposed by the City of Reading.

The Consultant shall include in the written notice the reason(s) for the Consultant's inability to meet the deadline and a request that the City of Reading amend the time schedule.

The City of Reading will review the Consultant's notice and determine whether or not to amend the time schedule. If the City of Reading determines that the delay is due to the fault of the Consultant, the City of Reading may:

Amend the schedule and direct the Consultant to expeditiously proceed with the design of the Project, in which case the City of Reading may hold the Consultant responsible for any costs attributable to the delay; or

Terminate the Agreement for default of the Consultant

Questions Regarding Specifications or Proposal Process

To ensure fair consideration for all firms, the City prohibits communication to or with any City department director, division manager, employee, or agent during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award of the proposal and/or any future proposal.

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office, and to be given consideration must be received in writing prior to Thursday, March 21, 2013.

Direct inquiries to:

Tammi Reinhart, Purchasing Coordinator
City Hall, Rm. 2-45
815 Washington Street
Reading, PA 19601
FAX - (610) 655-6427
Email – tammi.reinhart@readingpa.org

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be submitted electronically or faxed to all prospective firms at the number furnished by them on Thursday, March 28, 2013.

Evaluation and Selection Process

Firms shall submit a response to this RFP no later 3:00 p.m., prevailing time, on Friday, April 5, 2013. The City will employ a selection committee that includes technical and non-technical personnel. The goal of this RFP is to select the best suited firm(s) using a quantitative ranking system followed by the interview of selected firm(s), if determined by the committee to be necessary. This process and the number of firms interviewed may be adjusted based upon the responses received, their evaluation, and the City's desires.

Until the final firm selection, negotiation, award, and contract execution all contact with the City of Reading regarding this topic is to be directed to the Finance Department – Purchasing Division or the designated legal counsel finalizing contractual details. Failure to comply with this request will result in the disqualification of the firm for further consideration.

The City and its designated committee will evaluate all proposals, determine whether oral discussions with individuals, firms, or organizations are necessary, and select the firm best qualified to perform the scope of work. A qualification based selection process will be used. Qualifications will outweigh all other considerations.

The evaluation will be based upon the following areas in no particular order:

- Firm Qualifications and Experience
- Staff Qualifications and Experience
- Relevant Project References
- Project Team
- Responsiveness to RFP
- Price

The City may choose to conduct interviews with finalists after the initial review of proposals are complete. If interviews are conducted, finalists will be contacted individually by the Purchasing Coordinator's office.

During the entire selection process, the firms shall only contact the Purchasing Coordinator regarding details of the work to be performed unless otherwise authorized. This will minimize missed information and duplication of effort.

The City has the responsibility to negotiate the most favorable cost terms and conditions to the City. The City will begin negotiations with the highest ranked firm and develop a final work scope and refine compensation. The negotiating process may involve one (1) or more RFP responses and may continue until the award of the contract. All proposals will become part of the official file on this matter without obligation to the City of Reading.

The City of Reading Purchasing Policy allows the City to base its selection on professional qualifications, experience, and familiarity with the nature of the service to be provided.

Authorization of Invitation

Article VIII, Section 801 (b), of the City of Reading City Charter, gives the City the ability to engage independent consultation to represent or advise on specific individual matters. This section further states that representation must be secured by the Request for Proposal (RFP) process. The City of Reading Purchasing Policy recognizes and states that the awarding of a contract for professional services cannot be based solely upon the selection of the lowest bidder. Emphasis is placed on factors such as professional qualifications, experience, and familiarity with the nature of the services to be performed.

This RFP is issued by the City of Reading. Any questions or clarifications concerning the RFP shall be directed to the Purchasing Coordinator.

All requests for additional information concerning the RFP process, acceptance and approval of a contract must be issued in written form by the same time as technical questions. Responses to all questions will be issued to all prospective proposers in the form of an addendum as discussed above.

Preparation of Proposals

Firms are expected to examine any specifications, schedules or instructions included in the RFP package. Failure to do so will be at the firm's risk.

The applicant shall submit the requested information in a complete and concise manner within the page limitations discussed.

Proposals are to be prepared simply, providing a straightforward and concise description of the successful firm's, person's, or subcontractor's capabilities to satisfy the requirements of this proposal. Emphasis should be on completeness and clarity of content.

Each copy of the proposal and all documentation shall be bound in a single volume.

If erasures or other changes appear in the proposal, each erasure or change must be initialed by the person signing the submittal.

Receipt of amendments or addenda by a firm must be acknowledged on the appropriate City form and included in the proposal.

Ownership of all data, material, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Freedom of Information Act and Pennsylvania Right to Know Act. Trade secrets or proprietary information submitted shall not be subject to the public disclosure; however, the firm must invoke this protection in writing. The proprietary or trade secret material submitted must be identified. The classification of an entire proposal, line item prices and/or total proposal prices as proprietary or trade secret is not acceptable and will result in rejection and return of proposal.

Modification or Withdrawal of RFPs

An RFP that is in the possession of the Purchasing Manager may be amended by telegram, letter, or fax transmission bearing the signature or name of the person authorized for bidding, provided said request is in writing and properly signed or by telegram and is received at least two (2) hours prior to the time and date of opening. The communication shall not reveal the RFP price but should indicate the addition, subtraction or other change in the RFP.

An RFP that is in the possession of the Purchasing Manager may be withdrawn by the firm in person, by fax, or by written request provided said request is in writing and properly signed or by telegram and is received at least two (2) hours prior to the time and date set for the opening. Request by telegram must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No proposals may be withdrawn for a period of one hundred twenty (120) days following the formal opening and receipt of proposals by the City of Reading.

Right to Reject Proposals

Submission of a proposal indicates the acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Reading and the firm.

During the advertising process through the final firm selection and contract execution by both parties, any contact by proposing firms with any City representative, other than the Purchasing Manager, concerning the RFP is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this procurement action.

The City of Reading reserves the right without prejudice to reject any or all proposals in whole or in part. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

The City will not pay for any information required in the RFP, nor is liable for any cost incurred by a firm in responding to an RFP.

Disposition of Proposals

All proposals submitted in response to the RFP become the property of the City and will not be returned to unsuccessful firms.

Minority and Women Business Enterprises

The City notifies all firms that minority and women business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the basis of race, color, national origin or ancestry. Firms hereby agrees that upon the award of

the contract, the firm will not discriminate against any person who performs work because of race, religion, color, sex, national origin or ancestry.

If the individual, firm or organization qualifies under any of these categories, the individual, firm or organization shall set forth the basis so that the City of Reading can determine which categories (s) are applicable.

- Minority owned business firm
- Woman owned business firm
- Labor surplus area business firm
- Section 3 business firm

The Offeror must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or familial status and those requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, are met.

Equal Employment Opportunity

During the performance of this Contract, the firm agrees as follows:

- The firm will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The firm 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 firm agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City of Reading setting forth the provisions of this nondiscrimination clause.

- The firm will, in all solicitations or advertisements for employees placed by or on behalf of the firm, 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 firm's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City of Reading contracts.

- The firm will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

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 this Contract.

Subcontracts

Joint proposals by multiple firms are allowed, and even encouraged if deemed necessary to balance new ideas and directions with the realities of the enabling statutes. However, the firm will not be allowed to subcontract work under this contract unless the subcontractor and its scope of work is clearly defined and outlined within the proposal or written approval is granted by the City of Reading. The subcontractor, as approved, shall be bound by the conditions of the contract between the City and the selected firm. The authorization of a subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the selected firm. All directions given to the subcontractor in the field shall bind the selected firm as if the notice had been given directly to the selected firm. Should the firm elect to use any subcontractors, they are to provide a payment bond as included in the following forms.

Independent Proposal

The parties hereto expressly agree and understand that the successful firm may not be an employee or agent of the City of Reading in any sense. Furthermore, the successful firm may not be affiliated with any chemical, technology, process, vendor, or manufacturer related to wastewater treatment. Any and all potential conflicts of interest should be brought to the City's attention immediately. Contracts may be terminated should the situation warrant such action.

Execution of Contract

The contract will be drafted by the City and executed by both the City and the successful firm. Incorporated into that contract will be this Request for Proposal for Professional Services and the Proposal accepted by the City.

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

The contract, when executed, shall be deemed to include the entire agreement between the parties; the firm shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered as part of this document.

Contract Alterations or Modifications

This contract will be under the direct supervision of the City and/or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the firm and the City's authorized representatives 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 written agreement.

Manner of Payment

The successful firm will submit monthly invoices to the City of Reading before the payment of services. Those invoices shall be submitted to the Parks Department of Public Works Department of the City of Reading. Upon receiving the requisite authorizations, the City of Reading will process the successful firm's invoices less retainage and forward payment by check. The City requires the firm to provide detailed monthly status reports by the 15th of each month that discuss the firm's activities throughout the prior calendar month. This should also include any problems encountered as well as areas where a regulatory response is required or modifications are required due to a regulatory response and all areas impacted. Invoices received for payment prior to the receipt of the monthly status report will not be processed until receipt of the report.

Contract Termination

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

- Previous unknown circumstances arise which make it desirable, in the best interest of the City, to void the contract.
- The firm does not adequately comply with the specifications of the RFP or of the contract.
- The firm refuses, neglects, or fails to supply properly trained or skilled supervisory personnel, personnel, and/or subcontractors, or proper equipment.
- The firm neglects to carryout the directions of the City.
- The firm in the judgment of the City is unnecessarily or willfully delaying the performance and the completion of the work.
- The firm refuses to proceed with work when and as directed by the City.
- The firm abandons the work.

Rights upon Termination of Contract

Upon termination of the contract, the successful firm shall transfer, assign and make available to the City all property and materials in the firm's possession or subject to the firm's control that are the property of the City, subject to payment in full of amounts due to this contract.

Upon termination, the successful firm agrees to provide reasonable cooperation in arranging the transfer or approval of third party's interest in all contracts, agreements and other arrangements, and all rights and claims thereto and therein following appropriate release from the obligations therein.

TERMINATION FOR CONVENIENCE OF THE CITY OF READING.

The City of Reading shall have the right at any time for any reason, to terminate the Consultant Agreement by written notice, which termination shall be effective as provided in said notice. The Consultant shall comply with all reasonable instructions of the City of Reading then or subsequently given, relating to such termination, including but not limited to: instructions concerning delivery of drawings, sketches, and other architectural/engineering data to the City of Reading; discontinuance of the Services on outstanding contracts; and furnishing to the City of Reading information concerning all action to be taken respecting outstanding agreements with consultants, contracts, awards, orders or other matters. The City of Reading may inform the Selection Committee regarding an explanation of the termination of a Consultant who has been terminated by reason of convenience.

TERMINATION UPON DISABILITY OF CONSULTANT.

In the event of death or mental or physical disability of Consultant, or the Consultant's inability to complete the Consultant Agreement for any other reason over which Consultant has no control including military mobilization, or dissolution of the Consultant firm, the City of Reading may terminate the Consultant Agreement by written notice, which termination shall be effective as provided in said notice, and select and employ a new Consultant to complete the Services. The Consultant or its personal representative shall comply with all reasonable instructions of the City of Reading then or subsequently given, relating to such termination, including but not limited to: instructions concerning delivery of drawings, sketches, and other architectural/engineering data to the City of Reading; discontinuance of the Services on outstanding contracts; and furnishing to the City of Reading information concerning all action to be taken respecting outstanding agreements with Consultant's Consultants, contracts, awards, orders or other matters.

TERMINATION FOR DEFAULT OF CONSULTANT.

The City of Reading may terminate this Consultant Agreement for any material default of the Consultant, including default in making submissions or failing to take action within the time limits specified in the Consultant Agreement, by providing written notice to the Consultant. The notice shall apprise the Consultant that it shall cure the default within a period of not less than ten (10) days from the date of the letter of default and that failure to do so will result in termination by default of the Consultant. The Consultant shall comply with all reasonable instructions of the City of Reading then or subsequently given, relating to such termination, including but not limited to: instructions concerning delivery of drawings, sketches, and other architectural/engineering data to the City of Reading; discontinuance of the Services on outstanding contracts; and furnishing to the City of Reading information concerning all action to be taken respecting outstanding agreements with Consultant's Consultants, contracts, awards, orders or other matters. The City of Reading may refer a Consultant who has been terminated by reason of default to the Contractor Responsibility Program relating to suspension and debarment. A copy of such notice of default shall be sent to the Consultant Selections Committee.

ADJUSTMENT OF COMPENSATION UPON TERMINATION.

Upon termination of the Consultant Agreement, as herein provided, the compensation of the Consultant shall be adjusted in accordance with the following:

If the Consultant Agreement is terminated for any reason except the material default by the Consultant, at any time during the course of any Design Submission or the Construction Procurement Services Stage, all obligations of the City of Reading to the Consultant shall be discharged by the payment to the Consultant of all sums due and unpaid in respect of all completed design phases, plus any applicable reimbursable costs and an appropriate portion of the payment due for the phase in which the Consultant Agreement is terminated.

If the Consultant Agreement is terminated at any time during the Construction Contract Administration Stage, for any reason except the material default by the Consultant, the obligation of the City of Reading to the Consultant shall be discharged by the payment of the monthly payment due for the month in which such termination occurs, plus any other unpaid items due and owing for work performed prior to the termination date.

If the Consultant Agreement is terminated by reason of death or incapacity of the Consultant, all payments due and owing shall be made to the Consultant's personal representative for a sole proprietorship or to the company/partnership which employed the deceased or incapacitated Consultant. If the Consultant Agreement is terminated by reason of the liquidation of a partnership, the dissolution of a corporation or the dissolution of a joint venture, payment shall be made in accordance with the articles of dissolution.

If the Consultant Agreement is terminated by reason of a material default of the Consultant, continuing for the period specified in the written notice of such default and demand for cure, the only payments which may be made shall be for Services deemed completed and acceptable at the time of termination, otherwise no further payments will be made until the City of Reading has engaged another Consultant to complete the Project. If another Consultant is engaged, the cost to the City of Reading of the compensation and expenses of such other Consultant will be deducted from the remainder of the compensation otherwise payable to the Consultant for completion of the Services under the Consultant Agreement. If the costs of furnishing the Services which the City of Reading has incurred in accordance with the Consultant Agreement exceeds the Contract Sum for the completion of the Services, the Consultant shall pay the difference to the City of Reading. .

Failure to give the required notification of delay or failure to meet the submission schedule constitutes failure to perform in accordance with the terms of this Agreement and may result in the following:

Termination of this Agreement;

A negative performance evaluation which could result in the loss of future projects with the City of Reading; or

An assessment of the Consultant's fee.

If the City of Reading determines that the delay is not due to the fault of the Consultant, the City of Reading may amend the time schedule. The Consultant agrees that such an amendment of the time schedule is the exclusive remedy for a delay and that a claim may not be made against the City of Reading for increased costs due to the delay. The period between the approval of the Construction Documents and authorization to prepare for the Construction Procurement Stage shall be considered a suspension, if the time has not been extended due to a fault of the Consultant. The length of the construction period shall, prior to the Bid Opening Date, be set by the City of Reading commensurate with the Project design and conditions. There shall be no adjustment in compensation due solely to the adjustment of the construction period from the time schedule.

Dissemination of Information

During the term of the resulting contract, the successful firm may not release any information related to the services or performance of services under the contract, nor publish any reports, studies, or documents relating to the City of Reading, the account, or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of 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 firm or its agents or employees.

Ownership and Use

Firm shall ensure, to the fullest extent possible under law, that the City shall own any and all title and interest in and to, including copyrights, trade secret, patent and other intellectual property rights, with respect to any copy, photograph, advertisement, music, lyrics, or other work or thing created by firm or at the firm's direction for the City pursuant to this contract and utilized by the City.

Special Conditions

It is the objective of this RFP to solicit proposals for a firm to perform professional services as described above.

It is the City's intent that this RFP will encourage competition. It shall be the proposer's responsibility to advise the City in writing of any language, requirements, specifications, etc., or any combination thereof that inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Manager no later than one week prior to due date.

The City of Reading Purchasing Policy gives the ability to award a contract for professional services to be based solely on professional qualifications, experience, and familiarity with the conditions.

Qualifications

Each firm is requested to designate and name a qualified representative who shall be the contact with the designated City representative. This representative shall oversee all activities regarding the subject matter of this RFP if he/she or his/her firm is selected.

The desired experience and technical requirements for the submission are detailed above in the Scope of Work. The successful firm shall be responsible for personnel, supplies, equipment, and local travel cost. The successful firm may bill the City for actual costs for additional tasks requested and authorized in writing by the City.

Indemnification

Successful firm hereby undertakes to indemnify and hold the City harmless from all losses, costs, damages and fees arising out of or in any manner connected with the successful firm's performance of this agreement. Indemnification as herein provided for will be incorporated into the contract with the successful firm.

Insurance

The successful firm shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the firm shall indemnify and hold harmless the City of Reading from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. The selected firm shall protect the City, its agents, and employees, from any litigation involved in this contracted work. The firm's Liability Insurance Certificate shall include the hold harmless clause and shall be filed with the City of Reading. All subcontractors must also furnish copies of their liability insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

Insurance Limits Requirements

The City requires the following insurances and limits as a minimum for a firm being considered for this project. The detailed listing of current insurance coverage in place by type as well as a listing of places where additional insurance or coverage modification is required based upon this project's insurance requirements is to be included in the proposal. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Due to the nature and the scope of the project, the City of Reading also requests a copy of the Professional Liability policy to review. Requisite insurances and limits are as follows:

- Professional Liability – in minimum amounts of $1,000,000 per occurrence and $2,000,000 aggregate.

- Umbrella/Excess Liability – with limits of not less than $2,000,000 per occurrence and $2,000,000 aggregate following from underlying liability coverage.

- Worker's Compensation – Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the City.

- Comprehensive General Liability – 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.

- Business Automobile Liability – For owned, non-owned, leased and hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage.

- Employer's Liability – with limits of not less than $100,000 Accident – Each Accident, $100,000 Disease – Each Employee; and $500,000 Disease – Policy Limit.

Prior to commencement of performance under this proposal and any future executed contract, the selected firm shall furnish to the City of Reading a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City of Reading. Such certificate shall be issued to: City of Reading, 815 Washington Street, Reading, PA 19601. Please forward a certificate of insurance verifying these insurance requirements.

Taxes

The City of Reading is tax exempt. Tax exemption certificates will be issued to the successful firm upon request.

The successful firm will be responsible for remitting all Federal, State and Local taxes or contributions imposed or required under Unemployment Insurance, Social Security and income tax laws under the Workers' Compensation Law with respect to this contract.

Observance of Laws, Ordinances, and Regulations

The successful firm shall keep fully informed on all federal, state and local laws, regulations, and all orders and decrees of bodies having any jurisdiction or authority which in any matter affect those engaged or employed on the work or which in any way affect the conduct of the work. The successful firm shall at all times during the terms of this contract observe and comply with all such laws, ordinances, regulations, orders and decrees in force at the time of the award. The successful firm shall protect and indemnify the City of Reading and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance,

regulations, orders or decrees whether by the firm or the firm's employee. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the successful firm for any of the above reasons.

Retention of and Right to Audit Records

The City of Reading shall be entitled to audit the books and records of a firm or any subcontractor(s) to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the successful firm for a period of ten (10) years from the date of final payment under the prime contract and by the subcontractors(s) for a period of ten (10) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City.

ALL SUCCESSFUL BIDDERS MUST MEET THE TERMS AND CONDITIONS OF:

- 24 CFR Part 85
- OMB Circular A-87
- Section 3 of the Intergovernmental Cooperation Act of 1968
- Section 109 of the Housing Act of 1974
- Title VI of the Civil Rights Act
- Executive Order 11246, Equal Employment Opportunity, if the Contract exceeds $10,000.
- The Fair Housing Act, as amended.
- Any program regulations about Conflict of Interest.
- Federal Access to Records.
- Executive Order 11625 and section 504 of the Rehabilitation Act of 1973.
- The American Disabilities Act of 1990.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

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

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully 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 bid.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals 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 an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT

State of Pennsylvania

County of Berks

Robert P. Stackhouse being first duly sworn, deposes and says that:

He/She is The President of the Proposer that has
(~~Owner~~, ~~Partner~~, Officer, ~~Representative~~ or ~~Agent~~)

submitted the attached Proposal;

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

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, 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 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 overheld, profit or cost element of the Proposal price or the Proposal 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;

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 affidavit; and,

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 STACKHOUSE BENSINGER INC understands
(Name of Firm)

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 this Bid is 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 of the true facts relating to the submission of bids for this Contract.

PRESIDENT
(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 5 DAY
OF April, 2013

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Sylivia A. Connolly, Notary Public
Spring Twp, Berks County
My commission expires December 21, 2014

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.

ROBERT P. SMACKHOUSE
BIDDER

PRESIDENT, SMACKHOUSE BEUSINGER INC.
TITLE

SUBCONTRACTORS' SURETY AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20___ by and between the CITY OF READING, a Pennsylvania municipal corporation, organized and existing under the Pennsylvania Home Rule Charter Act (hereinafter the "City").

and

_____, a corporation [partnership], organized and existing under the laws of the Commonwealth of Pennsylvania, with its primary business office located at _____, Pennsylvania 19_____ (hereinafter the "Primary Contractor")

and

_____, a corporation [partnership], organized and existing under the laws of the Commonwealth of Pennsylvania, with its primary business office located at _____, Pennsylvania 19_____ (hereinafter the "Subcontractor")

BACKGROUND

A. Whereas, the City and the Primary Contractor have entered into a contract for professional services related to the renovation of _____(the "Contract"); and

B. Whereas, it is contemplated that the Primary Contractor will utilize subcontractors in its completion of the work under the Contract; and

C. Whereas, the City desires to ensure payment to subcontractors utilized by the Primary Contractor in a prompt and expeditious fashion; and

D. Whereas, it is the desire of the Subcontractor to receive prompt payment for any work completed by it in furtherance of the Contract.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby agree as follows:The recitals contained hereinabove are hereby incorporated by reference.

The Primary Contractor hereby agrees to make payment to the Subcontractor within fifteen (15) days of its receipt of payment from the City which includes payment for services provided by the Subcontractor.

In the event that the Primary Contractor does not furnish payment to the Subcontractor, pursuant to paragraph 2 above, the Subcontractor shall notify the City of the Primary Contractor's failure to make payment in writing. Upon receipt of such notice from the Subcontractor, the City shall notify the Contractor in writing of its failure to promptly pay the Subcontractor. Upon receipt of said written notice from the City, the Primary Contractor shall have seven (7) days to make payment to the Subcontractor for work completed in connection with the Contract.

In the event that the Primary Contractor fails to make payment to the Subcontractor within seven (7) days of the City's notification to the Primary Contractor, the City shall have the ability and authority to make payment to the Subcontractor.

In the event that the City exercises its ability to make direct payment to the Subcontractor pursuant to paragraph 4 above, the City shall deduct the amount of the payment to the Subcontractor from future invoices submitted by the Primary Contractor.

The Primary Contractor shall have the duty and responsibility for providing executed Subcontractor Security Agreements to the City for any and all subcontractors to be utilized by it in furtherance of its duties under the Contract. In the event that the Primary Contractor enters into an agreement with a new subcontractor after the execution of the Contract and its having supplied the City with executed Subcontractor Security Agreements, the Primary Contractor shall furnish the City with an executed Subcontractor Security Agreement within fifteen (15) days of contracting with the new subcontractor.

In the event that the Primary Contractor fails to execute a Subcontractor Security Agreement with a new subcontractor it shall be liable to the City for payment of the entire amount of the Contract between the Primary Contractor and the new subcontractor. Said amount shall be deductible from future invoices submitted by the Primary Contractor and shall be remitted to the Primary Contractor less ten percent (10%) (the City's liquidated damages), upon presentation of an executed Subcontractor Security Agreement.

All notices and other communications required or permitted to be given to any party under this Agreement shall be in writing and shall be deemed effectively given in all respects when delivered if manually delivered, or when delivered as reflected on the return receipt if mailed postage prepaid, registered or certified mail, return receipt requested, to the address set forth below, or to such changed address which either party shall have notified the other party in accordance with this section.

If to City of Reading: City of Reading
c/o _____
815 Washington Street
Reading, PA 19601

If to Primary Contractor: _____
_____
_____

If to Subcontractor: _____
_____
_____

The provisions of this Agreement are severable. If any provision of this Agreement shall be found to be invalid or unenforceable in any respect, such provision shall be carried out and enforced to the fullest extent permitted at law, and any such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be fully carried out and enforced as if such invalid or unenforceable provision had not been set forth herein.

This Agreement shall be construed and enforced in accordance with the laws and decisions of the Commonwealth of Pennsylvania, as applied to contracts which are to be wholly performed and entered into within the boundaries of such state.

This Agreement represents the entire agreement and understanding of the parties with regard to the subject matter contained herein, and supersedes any and all prior written and oral agreements of the parties relating to such subject matter.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first day written above.

CITY OF READING

By: _____

Name:

Title:

Attest: _____

Name:

Title:

PRIMARY CONTRACTOR

By: _____

Name:

Title:

Attest: _____

Name:

Title:

SUBCONTRACTOR

By: _____

Name:

Title:

Attest: _____

Name:

Title: