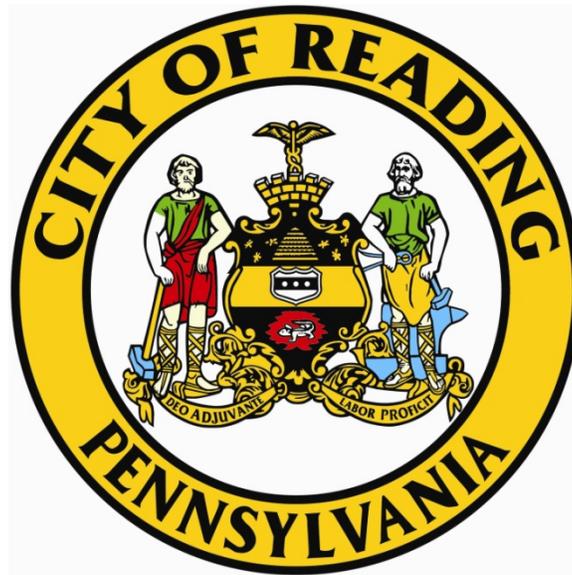


**REQUEST FOR PROPOSALS**

**ENGINEERING SERVICES  
FOR THE  
19<sup>th</sup> WARD PUMP STATION  
RENOVATION PROJECT**

**RFP-2015-03**



**CITY OF READING, PA  
815 Washington Street  
Reading, PA 19601**

**TABLE OF CONTENTS**

I. REQUEST FOR PROPOSALS ..... 1

II. INTRODUCTION ..... 1

    A. GENERAL BACKGROUND..... 1

    B. CONSENT DECREE..... 2

    C. SCOPE OF SELECTED ENGINEER’S BASIC SERVICES ..... 2

    D. SCOPE OF POTENTIAL ADDITIONAL SERVICES ..... 9

    E. AVAILABLE BACKGROUND INFORMATION ..... 10

    F. PROJECT SCHEDULE..... 11

III. PROPOSAL CONTENT ..... 11

    A. QUALIFICATIONS AND TECHNICAL PROPOSALS ..... 11

    B. COST PROPOSAL..... 16

IV. PROPOSAL PROCESS..... 17

    A. PRE-PROPOSAL CONFERENCE ..... 17

    B. PROPOSER’S CLARIFICATION AND QUESTIONS ..... 18

    C. SUBMISSION OF TECHNICAL PROPOSAL AND COST PROPOSAL..... 18

    D. CONFIDENTIALITY OF THE PROPOSAL ..... 19

    E. WITHDRAWAL OF PROPOSALS..... 19

    F. EVALUATION OF PROPOSALS..... 19

    G. PROCEDURE FOR REVIEW OF PROPOSALS..... 21

    H. AWARDING THE CONTRACT..... 21

V. RESERVATION OF RIGHTS ..... 22

ATTACHMENT 1 PROPOSED PROJECT SCHEDULE

ATTACHMENT 2 COST PROPOSAL FORM

ATTACHMENT 3 PROPOSAL FORMS

ATTACHMENT 4 PROPOSED CONTRACT

ATTACHMENT 5 CAPITAL IMPROVEMENTS PLAN

ATTACHMENT 6 CONSENT DECREE

ATTACHMENT 7 APPROXIMATE ROUTE OF EXISTING FORCE MAIN

## **I. REQUEST FOR PROPOSALS**

Through this Request for Proposals (“RFP”), the City of Reading (“City”) is soliciting proposals from engineering firms (each, a “Proposer”) for the delivery of engineering services including, without limitation, for the planning, design, permitting, preparation of Bidding Documents, Specifications, and Drawings, bid phase services, and design services during construction associated with the 19<sup>th</sup> Ward Pump Station Renovation Project, hereinafter referred to as the “Project”.

This process is a one-step process in which the City will evaluate technical and cost proposals submitted by interested engineering firms. The responses by Proposers to this RFP shall be collectively defined as the “Proposal”. The City intends to award the contract for the engineering services that for the Project to the most qualified engineering firm that provides a cost effective and technically sound proposal as may be most advantageous to the City.

As used in this RFP, the term “Selected Engineer” shall mean the engineering firm with which the City enters into a contract for the engineering services required for the Project. Capitalized terms not defined herein shall be ascribed the meaning set forth in the EJCDC E-500, Agreement Between Owner and Engineer for Professional Services, as modified for this Project and attached hereto as Attachment 4 (“Proposed Contract”).

## **II. INTRODUCTION**

### **A. GENERAL BACKGROUND**

The City provides wastewater treatment and conveyance services for all or portions of the following municipalities (collectively, the “Contributing Municipalities”):

- Alsace Township (through Muhlenberg Township Authority)
- Bern Township
- Cumru Township
- Kenhorst Borough
- Laureldale Borough
- Lower Alsace Township (through Antietam Valley Municipal Authority)
- Lower Heidelberg (through Spring Township)
- Mohnton Borough
- Mount Penn Borough (through Antietam Valley Municipal Authority)
- Muhlenberg Township (through Muhlenberg Township Authority)
- Robeson Township
- Shillington Borough
- Spring Township
- Wyomissing Borough

Within the City’s sewer collection and conveyance system are four pumping stations. The 19<sup>th</sup> Ward Pump Station (“19<sup>th</sup> Ward P.S.”) is located in the western extents of the City, along the

Tulpehocken Creek in Stonecliffe Park. The 19<sup>th</sup> Ward P.S. collects flow from Bern Township, the northern end of Spring Township and a section of the City that is situated on the western side of the Schuylkill River and discharges it into the City's sewer interceptor system, a few miles upstream of the 6<sup>th</sup> and Canal Pump Station. The 19<sup>th</sup> Ward P.S. station was originally constructed in 1966 and upgraded in the 1990's.

The City submitted on June 28, 2013, capital improvements plan ("CIP"), attached hereto as Attachment 5, to the United States Department of Justice in connection with the City's obligations pursuant to a Consent Decree lodged with the Eastern District of Pennsylvania in Civil Action No. 04-5696 ("Consent Decree"), attached hereto as Attachment 6. This Project is one component required for the City's completion of the improvements entitled in the CIP and required under the Consent Decree.

Because the Selected Engineer will be designing capital improvements necessary for the City's compliance with the Consent Decree, time is of the essence for the Selected Engineer's performance.

## ***B. CONSENT DECREE***

As a result of the repented wastewater discharge permit violations, the United States Department of Justice initiated a civil enforcement action against the City in the United States District Court for the Eastern District of Pennsylvania in 2003. The civil enforcement action was settled and culminated in a Consent Decree that was entered by the Court on November 2005, and modified in February 2014. The modified Consent Decree detailed numerous measures the City is required to undertake, including this Project. The Consent Decree requires that this Project achieve "construction completion" (as the term is defined in the Consent Decree) by January 31, 2018.

## ***C. SCOPE OF SELECTED ENGINEER'S BASIC SERVICES***

1. Below is a general description of the physical improvements required to be evaluated and/or designed by the Selected Engineer for this Project:
  - a. Replace the existing sewage pumps – Replace the three existing pumping units (each rated for 2.20 million gallons per day ("MGD") at 126' total dynamic head) with new pumps (the quantity to be determined by the Selected Engineer) that are controlled by new variable frequency drives ("VFDs"). The firm capacity of the 19<sup>th</sup> Ward P.S. (largest pump out of service) should be able to convey a minimum of the 2035 peak hour flow.
  - b. The existing 19<sup>th</sup> Ward P.S. must remain in full operation throughout the construction phase and be able to convey all flows up to peak hour. Hence, the Selected Engineer will be responsible for designing provisions to accommodate temporary bypass pumping during the construction phase for the permanent improvements.

- c. Install all new interior piping, valves and appurtenances to support proposed improvements.
- d. Replace approximately 3,100 linear feet of existing 10 inch diameter force main system with a larger diameter force main and air release valves, including a crossing under the Schuylkill River and excavation in close proximity to existing railroad infrastructure.
- e. Force main geotechnical investigations: The Selected Engineer shall conduct geoprobes to obtain continuous soil cores for the subsurface investigation along the force main route to allow for accurate estimating of construction earthwork. The geoprobe shall be advanced to a reasonable depth for designing the force main. If ground water is encountered, the levels shall be measured upon completion of each geoprobe, prior to backfilling. If rock is encountered, the Selected Engineer shall include an appropriate amount of rock cores to determine the extent and quality of the rock. The Selected Engineer shall include both testing and a thorough visual observation of the soil samples retained during the field study for determination of soil corrosivity. The Selected Engineer shall compile data to project the subsurface conditions along the proposed force main route. The projected subsurface conditions shall be used in engineering analyses to estimate the extent of any shallow rock and/or potential corrosive soil conditions for design and construction of the force main.
- f. The Selected Engineer shall also perform a geotechnical investigation that will clearly identify the subsurface conditions that must be taken into account for the design and construction of the force main and the Schuylkill River crossing. The Selected Engineer will be responsible for indicating the appropriate subsurface information necessary to properly design the Schuylkill River crossing, and permit the contractor to develop the means and methods for the construction of the force main for its bid.
- g. Abandon or rehabilitate the existing 10 inch force when the new force main is fully operational.
- h. Upgrade of existing electrical system to facilitate the new sewage pumps and replacement of all existing lighting, electrical equipment and power distribution systems in the wet and dry well areas.
- i. Evaluate if an expansion to the wet well is necessary to adequately accommodate the existing and future flow scenarios and the installation of recommended improvements.
- j. Evaluate the existing building footprint to accommodate new equipment.
- k. Remove the existing sewer overflow piping into the Tulpehocken Creek.
- l. Evaluate existing influent channels and grinder units and installation of recommended improvements.

- m. Provide new level measuring system and recorders, etc. into the new programmable logic controls (“PLC”), pumps, and new VFDs.
- n. Provide new PLC for control of the pumps and develop new control logic, set points and programming for control of the pumps.
- o. Coordinate the new sewage pumps with existing supervisory control and data acquisition (“SCADA”) system. The construction Specifications shall require the applicable prime Contractor to retain Optimum Controls Corporation (“OCC”) as a subcontractor to perform the integration of the SCADA system. Contact information for OCC is as follows:

Optimum Controls Corporation  
1301 Rosemont Blvd.  
P.O. Box 14174  
Reading, PA 19612  
Phone: (610) 375-0990

- p. Apply new paint/coating systems within the interior of the 19<sup>th</sup> Ward P.S. building.
  - q. Upgrade of building architectural components, including replacement of the roof and all interior/exterior doors & access hatches, repointing of exterior building facade, repair of cracks, and re-caulking of joints.
  - r. Conduct an Asbestos Baseline Survey on the 19<sup>th</sup> Ward P.S. in conformance with all applicable laws and industry standards, including, without limitation, ASTM E2356, and include design specifications for the abatement of asbestos that will be encountered during the construction of the Project on a unit price basis based on the quantities of asbestos containing materials estimated by the Asbestos Baseline Survey.
  - s. Conduct a lead based paint baseline survey and include specifications for the abatement that may be encountered during the construction of the Project on a unit price basis based on the quantities estimated during the baseline survey.
  - t. Replace the existing 19<sup>th</sup> Ward P.S. HVAC equipment and installation of air condition system for proposed pump VFDs.
  - u. Evaluate and upgrade safety measures and exterior lighting for the protection of the 19<sup>th</sup> Ward P.S. and public safety.
2. Study and Report Phase. The Study and Report Phase shall include, without limitation, any necessary evaluations of the existing and proposed infrastructure, code review, and meetings to ensure that the new design elements are in compliance with all applicable federal, state and local laws, codes and ordinances. Without limiting the generality of the foregoing, the Selected Engineer shall:

- a. Perform all required pump station investigations of the existing pumping, piping, electrical, lighting, HVAC, instrumentation, etc. systems at the 19<sup>th</sup> Ward P.S.
- b. Perform an investigation of the existing 19<sup>th</sup> Ward P.S. for replacement of the existing (1) roof, (2) doors & hatches, (3) coating systems; and (4) repair/repointing of the caulking, cracks, and exterior facade.
- c. Acquire the last 5 years of flow data from all sources contributing flow to the 19<sup>th</sup> Ward P.S. to establish updated flow criteria for the 19<sup>th</sup> Ward P.S. The existing flow criteria are shown below.

Flow Criteria	2011 Flow (MGD)
Minimum Day	0.339
Average Annual	0.660
Maximum Month	0.778
Maximum 30-Day	0.780
Maximum 7-Day	1.030
Maximum Day	1.504
Peak Hour	3.00+

- d. The Selected Engineer shall gather current flow data (year 2010 to 2015) from the City of Reading and Bern Township and Spring Township. In addition, the Selected Engineer shall gather land use and flow projections for the sewersheds in the respective towns that contribute to the 19th Ward Pump Station. The Selected Engineer shall use sound engineering judgment to determine future flows (up to year 2035) for the 19th Ward P.S. The CIP estimated the 2035 peak hour flow to be 5.00+ MGD.
- e. Evaluate different pumping styles, capacities, systems, arrangements and manufacturers to determine the optimal sewage pumps for conveyance of existing and future flows. Develop representative system head curves for various scenarios including but not limited to existing force main, new force main, new and existing force main in service together, and new and the existing force main upgraded in service together. The Selected Engineer shall develop a pump curve/system head curve analysis for various combinations of pump capacities. Refer to Hydraulic Institute standards for design of the new sewage pumps and piping.
- f. Determine the optimal size and route of new force main based upon recommended pump capacity and impacts to Stonecliffe Park.
- g. Evaluate whether the existing 10 inch force main should be abandoned in place or kept as a redundant back-up. If the existing 10 inch force main is to remain for emergency

purposes, evaluate whether any improvements are necessary and prepare a maintenance and inspection protocol to maximize the useful life and avoid unexpected failures.

- h. Evaluate the need to expand the existing wet well to provide adequate storage under existing & future flow (2035) scenarios and the impacts to Stonecliffe Park.
- i. Perform all survey work and develop a site plan/plan & profiles drawings as necessary to adequately complete the Project design, file permit applications and provide reference points for use by the Contractor to layout the work. The survey work shall include, without limitation, property lines, all physical features, topographic information, and locations of existing structures within approximately 100 feet of the property line. Drawings for the force main should show location and depth of proposed force main. Benchmarks shall be established through the use of an accepted USGS datum and property corners are to be set. Survey activities must generate adequate information to prepare plans as required for all permits. Elevation data shall not be arbitrary and shall be based on PA State Plane South NAD83 datum and tie into relevant FEMA flood plain elevations. Surveyor shall be licensed in the Commonwealth of Pennsylvania.
- j. Conduct a force main routing plan which determines both the existing force main route and the optimal route(s) for the proposed force main. The routing plan shall include, without limitation, an identification of the size and location of all existing and proposed easements/properties for the existing and proposed force mains, the nature, size and location of existing utilities, potential conflicts/project challenges, anticipated construction difficulties, recommended location and method for the pipeline crossing under the Schuylkill River, a method of connection to tie-in point, and all necessary permits.
- k. Coordinate the Drawings and Specifications with any conditions or requirements established by entities operating railroads identified in Attachment 7.
- l. Evaluate the need to expand the existing pump station building to accommodate the proposed improvements and the impacts to Stonecliffe Park.
- m. Identify all additional real property necessary to be acquired by the City (for example, a temporary construction and/or access agreement, and easement for the new force main route) to accommodate construction activities at the 19<sup>th</sup> Ward P.S. and/or for the new force main route and prepare a survey and legal description of any such real property.
- n. Determine the most economical design to disconnect and remove the existing sewer overflow into Tulpehocken Creek.
- o. Evaluate condition of existing dry and wet well areas to determine what improvements should be made.
- p. Perform an engineering evaluation of the existing electrical service, electrical infrastructure, and emergency generation system to determine improvements that should

be made based on existing condition and capacity, the anticipated useful life and the ability to adequately accommodate the demands of the new sewage pumps.

- q. Evaluate constructability issues and collaborate with the City to determine the optimal sequence of construction to ensure the 19<sup>th</sup> Ward P.S. remains in service throughout the construction of the Project. The Selected Engineer should compare the cost of alternatives and the capability of the pumping capacity of each alternative as it relates to various design flow rates.
  - r. Consult with all authorities having jurisdiction regarding the Project to determine the applicable laws and regulations that will apply to facilitate the design of the Project in accordance therewith.
3. Permitting. The Selected Engineer shall complete the necessary permitting procedures so that the Project design meets the requirements of the Pennsylvania Department of Environmental Protection (PADEP), United States Army Corps of Engineers (USACE), Berks County Soil Conservation District, United States Environmental Protection Agency, local and regional municipal boards and authorities, and any and all other applicable regulatory authorities or applicable laws. The Selected Engineer shall identify if the proposed improvements or force main piping will involve construction within the 100 year flood plain and, if so, secure all necessary permits, including those from PADEP and the USACE. The existing force main crosses beneath an aerial railroad bridge and ties into a manhole in close proximity to another set of railroad tracks. The Selected Engineer is responsible to coordinate its design with the applicable railroad entities and obtain any approvals of the design that may be required by such railroads for the completion of the Project. See attached image in Attachment 7.
4. Preliminary Design Phase (30 Percent). In accordance with the requirements set forth in the Proposed Contract, the Selected Engineer shall prepare Preliminary Design Documents (30% Design), which incorporates all improvements required by the CIP in accordance with all applicable laws and permit conditions based on the information derived during the Study Phase and approved by the City. Any deviations to the Project Schedule and an update of the opinion of probable Construction Cost shall be provided by the Selected Engineer.
5. 60 Percent Design Phase. In accordance with the requirements set forth in the Proposed Contract, the Selected Engineer shall prepare Design Documents at the 60% Design milestone, which incorporates all improvements required by the CIP in accordance with all applicable laws and permit conditions based on the information derived during the Study and the 30% Preliminary Design Phases and approved by the City. Any deviations to the Project Schedule and an update of the opinion of probable Construction Cost shall be provided by the Selected Engineer. The design shall be prepared to accommodate separate Specifications sections and Drawings for at least four prime Contractors.
6. 90 Percent Design Phase. In accordance with the requirements set forth in the Proposed Contract, the Selected Engineer shall prepare Design Documents at the 90% Design milestone, which incorporates all improvements required by the CIP in accordance with all applicable laws and permit conditions based on the information derived during the previous

Design Phases and approved by the City. Any deviations to the Project Schedule and an update of the opinion of probable Construction Cost shall be provided by the Selected Engineer. In addition, the Selected Engineer shall provide an anticipated construction schedule for the Owner's review. The design shall be prepared to accommodate separate Specifications sections and Drawings for at least four prime Contractors.

7. Final Design Phase (100 Percent). Based on the City's approval of the 90 Percent Design Documents, the Selected Engineer shall prepare Final Design Documents in support of the City's solicitation of at least four prime Contractors for the construction of the Project. The Final Design Documents shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Project, including, but not limited to, the work required for the structural, general, mechanical, electrical and instrumentation, and Division 00 and Division 01 of the Bidding Documents. Any deviations to the Project Schedule and an update to the opinion of probable Construction Cost and anticipated construction scheduled shall be provided by the Selected Engineer. The Selected Engineer shall revise the Final Design Documents in accordance with comments from the City or its representatives in order to develop a final, complete set of bidding documents.
8. Bidding Phase. The Selected Engineer will assist the City in (1) soliciting qualified contractors and obtaining competitive bids for construction of the Project based on the Final Design Documents by advertising the Bidding Documents with at least the following services: McGraw Hill Construction – Dodge Report, CMD Group (Reed Construction Data), Construction Blue Book (BB-Bid), Mid-Atlantic BX, and Pennbid; (2) responding to all bidder questions and preparing necessary addenda to address such questions or provide clarifications or revisions to the Final Design Documents; (3) confirming responsiveness of the bids; (4) evaluating the qualifications of the bidders to determine if the bidders are responsible bidders; (5) determining the successful bidder; and, (6) awarding and preparing contracts for construction.
9. Construction Phase. The Selected Engineer shall advise and consult with the City throughout the course of the construction activities for the Project. Throughout the course of the Construction Phase, unless specified otherwise by the City, the Selected Engineer shall visit the site not less than once per month while work is in progress, and as often as necessary and appropriate to observe the site and Work for purposes of certifying payment applications from the prime Contractors and attending progress meetings; to familiarize itself with the progress and quality of the Work; to review and respond to submittals from the prime Contractors in a timely manner; to promptly respond to Requests for Information; and to determine for the City's benefit and protection if the Work is proceeding in accordance with the terms and intent of the Contract Documents and Progress Schedule. Note that a Construction Manager will provide day to day observation of the progress of construction as the representative of the City, not the Selected Engineer.

#### ***D. SCOPE OF POTENTIAL ADDITIONAL SERVICES***

1. There are three design contingencies that the City is requesting the Selected Engineer to account for in its Cost Proposal as potential additive alternatives in the event the City elects to proceed with such design contingencies (“Adders”). The City, in its sole discretion, may elect in writing to award or not award the Adders (in any combination) for the Selected Engineer to commence design at any point prior to the beginning of the 30% Design Phase and the Selected Engineer shall perform the Adders as Additional Services at the agreed to hourly rates, but not to exceed the amount set forth in the Cost Proposal.
  - a. Adder No. 1 – Replace/upgrade existing grinder units and make modifications to influent channels and all Basic Services as applicable to the designed improvements.
  - b. Adder No. 2 – Adder No. 2 includes the investigation, design, permitting, bidding and construction services for the construction of an underground reinforced concrete wet well structure to a size/capacity as recommended in the Selected Engineer’s study. The wet well would be located adjacent to the existing wet well. In addition to the application of the Basic Services as applicable to the designed improvements required by Adder #2, the Selected Engineer will be required to:
    - i. Identify all additional real property necessary to be acquired by the City (by easement or fee simple) to accommodate the new wet well and prepare a survey and legal description of any such real property.
    - ii. Perform all geotechnical investigations and analyses, including, without limitation soil borings and rock cores, as necessary to adequately allow for accurate estimating of construction earthwork and provide an understanding of the subsurface conditions to complete the design of the expansion for the wet well.
    - iii. Identify all necessary zoning and land use approvals necessary for the completion of Adder No. 2 as well as any relief or variances from the zoning or land development ordinances that may be required for the new wet well. The Selected Engineer shall prepare exhibits and testify before the zoning hearing board and planning commission as may be necessary to obtain any necessary zoning and land development approvals, relief, and waivers for the completion of the Project.
  - c. Adder No. 3 – Adder No. 3 includes the investigation, design, permitting, bidding and construction services for the construction of an at-grade expansion to the existing pump station building to facilitate new equipment. The expansion would be interconnected to the existing pump station building and be of a similar architecture to the existing building. In addition to the application of the Basic

Services as applicable to the designed improvements required by Adder #3, the Selected Engineer will be required to:

- i. Identify all additional real property necessary to be acquired by the City (by easement or fee simple) to accommodate the expanded pump building and prepare a survey and legal description of any such real property.
  - ii. Perform all geotechnical investigations and analyses, including, without limitation soil borings and rock cores, as necessary to adequately allow for accurate estimating of construction earthwork and provide an understanding of the subsurface conditions to complete the design of the expanded pump building.
  - iii. Identify all necessary zoning and land use approvals necessary for the completion of Adder No. 3 as well as any relief or variances from the zoning or land development ordinances that may be required for the expansion of the pump building. The Selected Engineer shall prepare exhibits and testify before the zoning hearing board and planning commission as may be necessary to obtain any necessary zoning and land development approvals, relief, and waivers for the completion of the Project.
- d. Adder No. 4 – Adder No. 4 includes the performance of all Services associated with both Adder No. 2 and Adder No. 3 to address the efficiencies in the design if both Adders are awarded by the City.

#### ***E. AVAILABLE BACKGROUND INFORMATION***

Technical documents associated with the Project may be made available by the City to the Proposers if deemed necessary by the City for the Proposers to prepare a Proposal and evaluate the Services required herein. The means of delivering the technical documents associated with this RFP may include e-mail transmittal, upload to a secure ftp site for downloading by the Proposers, mail, or allowing Proposers to review documents at the City's facilities.

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

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

## ***F. PROJECT SCHEDULE***

The Selected Engineer shall begin work upon the City's issuance of a Notice to Proceed, which will be issued after a contract for the Services has been fully executed. The initial activities of the Selected Engineer shall be to work with the City to review the Project Schedule, budget, and anticipated approach to the Project.

A proposed schedule for the completion of the various phases of the Project is set forth in Attachment 1 to this RFP and is incorporated herein ("Proposed Project Schedule"). Each Proposer shall provide a detailed schedule for completion of the various subtasks including these milestones as part of the Proposal and discuss its ability to meet the Proposed Project Schedule. Ultimately, the Selected Engineer's detailed schedule, as it may be modified by mutual agreement with the City prior to the execution of the contract for Services, will be incorporated in the final contract as an attachment to Exhibit A.

## **III. PROPOSAL CONTENT**

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

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

As a component of the Proposal, each Proposer shall submit a "Technical Proposal" which shall include, without limitation, the information outlined below:

1. **Cover Letter**
2. **Table of Contents**
3. **Section 1: Proposer Profile**

Provide the following information:

- a. Name, business address of headquarters, telephone number, and website address;
- b. Primary contact person for the Proposer, including the contact person's name, job title, physical address, telephone number, and email address;
- c. Identify the office(s) where the majority of the work will be performed;

- d. Type of business organization (corporation, partnership, LLC, for profit or not for profit, etc.) and state of organizations;
- e. Federal taxpayer identification number or federal employer identification number; whether registered to do business in Pennsylvania, country and state of business formation,
- f. Number of years in business; and
- g. Narrative overview of the Proposer's primary business experience.

#### 4. **Section 2: Project Team**

As described below, this section should consist of an organization chart, summary table and information on proposed Subconsultants, if any.

##### Organization Chart

The Proposer shall provide an organization chart that identifies how the Proposer plans to staff the project and the structure of the team (the "Engineering Team"). The organization chart should identify all personnel being proposed for the Project. The organization chart should also identify the member(s) of the proposed Engineering Team that will have a substantial role for the performance of the Services as "Key Personnel" in the Proposal. The Key Personnel must remain assigned to the Project until the Selected Engineer submits its recommendation for final payment in accordance with the Contract Documents for the Project. It is the City's desire to have the Key Personnel designated within the Engineer Team to focus the size of the Engineering Team, minimize unnecessary redundancy in the performance of Services, and enable the City to build a level of trust with each Key Personnel.

##### Summary Table

For all proposed staff members identified in the organization chart, the Proposer shall compile a table that identifies: employee name, title, firm, office location, highest education level, area of expertise, State or Commonwealth and type of License, and years of experience.

##### Subconsultants

Clearly and concisely identify all Subconsultants the Proposer intends to utilize for this Project. For each such Subconsultant, provide:

- a. Name, business address of headquarters, telephone number, and website address;
- b. A statement of the work the Proposer intends the named Subconsultant to provide;

- c. The office(s) where the Subconsultant work will be performed;
- d. Type of business organization (corporation, partnership, LLC, for profit or not for profit, etc.) and state of organization;
- e. Federal taxpayer identification number or federal employer identification number; whether registered to do business in Pennsylvania, country and state or Commonwealth of business formation;
- f. Number of years in business; and
- g. An overview of the Subconsultant's primary business experience.

5. **Section 3: Relevant Experience & References**

- a. Provide a summary of qualifications and capabilities of each member of the Engineering Team to perform the Services for the Project. The Proposer shall demonstrate that the Engineering Team has provided similar services to other clients with similar sized pumping stations. These qualifications should focus on the Engineering Team and identify the scope of involvement each member of the Engineering Team had in the projects identified in the Proposal. Institutional experience of the Proposer may be identified in the Proposal, but the Proposer shall clearly state that it is institutional experience and not the experience of any individual member of the Engineering Team. If a Subconsultant's experience is referenced in the Technical Proposal, it must be clearly identified as the experience of the particular Subconsultant.

The Proposer shall include a summary of the Engineering Team's experience for projects that are similar in nature, size and scope to this Project (e.g., pump stations with capacity between 1 to 5 MGD). The Proposer should concisely highlight its breadth and depth of experience. It is suggested that project descriptions and a summary table be provided to present an overview of the Proposer's experience with each of the following:

- i. Design of new wastewater pumping stations
- ii. Design of significant upgrades to existing wastewater pumping stations
- iii. Projects that required significant upgrades while the existing pumping station remained in service
- iv. Force main or pipe replacement projects with crossings under water bodies.

- v. Projects subject to PENNVEST funding
- b. The Proposer shall submit at least five client references (including names and phone numbers) and describe the relevant project(s) for such clients.
- c. The Proposer shall indicate its local knowledge and understanding.
- d. The Proposer shall identify if the County of Berks or any of the Contributing Municipalities (including any Authorities thereof) are current clients of the Proposer or any Subconsultants.
- e. The Proposer shall identify and briefly explain any actual or potential conflicts of interest that might result if the Proposer is selected by the City.

**6. Section 4: Project Understanding and Approach**

The Proposer shall describe its understanding and proposed approach to complete the Project, including the following:

- a. The Proposer shall detail their project approach/scope of work to be provided under each phase of work.
- b. The Proposer shall identify any challenges that may impact the design and/or construction and demonstrate how these challenges will be adequately addressed by the Proposer. For example, the Proposer may wish to discuss how the pump station will remain operational during different stages of construction, what procedures must be established or obstacles overcome to complete the Schuylkill River pipeline crossing, how the new force main can be routed to minimize disturbance to Stonecliffe Park during the active/recreational season, and/or how PennVEST funding requirements could affect the project.
- c. The level of effort to complete the Project shall be based on an assumed number and extent of activities over the full Project time frame.
- d. All additional scope items not specifically identified in this RFP, which, in the Proposer's opinion, will be required for the Selected Engineer to complete the Project ("Additional Scope Items") with a general explanation of each Additional Scope Item and a brief justification as to why each Additional Scope Item may be required. The Proposal shall also identify the potential impact the Additional Scope Items may have on the Project Schedule.

7. **Section 5: Schedule**

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

The Project Schedule shall include sufficient time for the City to review each deliverable provided by the Selected Engineer and time for the Selected Engineer to address comments from the City and/or its representative.

8. **Appendix A: Resumes**

The Proposer shall provide resumes for all personnel proposed in the organization chart.

9. **Appendix B: Specification and Drawing List**

The Proposer shall provide a comprehensive list of the anticipated drawings and specification sections for the Project (to demonstrate the Proposer's understanding of the Project).

10. **Appendix C: Defaults**

For the five year period preceding the date of this RFP, provide a detailed description of any situation in which the Proposer or Subconsultant (either under a prime contract, partnership or joint venture) defaulted or was alleged to be in noncompliance of any contractual obligations, explaining the issues involved in the default, the outcome, and the actions taken by Proposer to resolve the matter. Provide the name, title and telephone number of the other party to the contract who asserted the event of default or noncompliance or the individual who managed the contract.

11. **Appendix D: Disclosure of Litigation or Administrative Proceedings**

For the five year period preceding the date of this RFP, provide a detailed description of any judicial or administrative proceeding that is material to Proposer's business or financial capability, the subject matter of the RFP, or could interfere with Proposer's performance of the work for the Project, including, but not limited to, any civil, criminal or bankruptcy litigation; any debarment or suspension proceeding; any criminal conviction or indictment; and any order or agreement with or issued by a court or local, state or federal agency. For each such proceeding, state the name of the case or proceeding, the parties involved, the nature of the claims involved, its current status and the final disposition, if any. Provide the same information for any officer, director, principal, or partner

of Proposer's organization, and for any Subconsultant the Proposer plans to use to perform Services for the Project.

#### 12. **Appendix E: Exceptions to the Proposed Contract**

The Proposer shall explain in detail any exceptions, objections, qualifications, or limiting assumptions taken to the Proposed Contract for the City to appropriately score the Technical Proposal. The provision or language the Proposer takes exception to shall be specifically identified (including a citation to the paragraph such provision or language is found) with the Proposer's requested modifications. It will be understood by the City that the Proposer agrees that it takes no exception to provisions of the Proposed Contract not specifically identified in Appendix E of the Technical Proposal. Exceptions, objections, qualifications, or limiting assumptions made without a corresponding proposed modification to the Proposed Contract shall be deemed only a statement to demonstrate the Proposer's understanding of the Project and shall not be a basis for subsequent requests to change terms of the Proposed Contract.

By submitting its Proposal, each Proposer agrees that exceptions, objections, qualifications, or limiting assumptions in any other portion of the Proposal shall not be a basis for modifying the Proposed Contract or be a basis to limit Proposer's responsibilities, obligations, or liability if a contract is awarded.

#### 14. **Appendix F: Supplementary Documents**

The Proposer shall execute a Non-Collusion Affidavit, Non-Discrimination Statement, and Certification of Non-Indebtedness to the City, as such documents are attached hereto as Attachment 3. Any Subconsultant identified in the Proposal shall also execute a Non-Collusion Affidavit and Non-Discrimination Statement, as such documents are set forth in Attachment 3. All such executed documents shall be included with the Proposal in Appendix F.

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

All Basic Services will be compensated on a time (hours worked multiplied by the applicable billing rate) and expense basis subject to a Not to Exceed Fee. The Proposal shall include a separately sealed "Cost Proposal" which identifies the Proposer's best and final Not to Exceed Fee for the performance of all Basic Services (as defined in this RFP and the Proposed Contract). The Not to Exceed Fee for all Basic Services shall include, without limitation, all of Proposer's costs, overhead, and profit for the complete performance of Basic Services. The Proposer's Cost Proposal shall be presented on the attached Cost Proposal Form attached hereto as Attachment 2. Any deviations, if required, shall be noted on the Cost Proposal Form.

The Cost Proposal shall also include a not to exceed limit for Reimbursable Expenses as set forth in the Proposed Contract.

The Cost Proposal shall also identify the hourly billing rates for each member of the Engineering Team as well as for specialized personnel, by title, which may be subsequently used by the Proposer to perform Basic Services. The hourly billing rates shall remain the same for the entire duration of the Project.

In addition, the Cost Proposal shall include a Schedule of Values of Engineering Services allocating the total Not-to-Exceed Fee among the major improvements and contract tasks. A non-exhaustive list of such major improvements and contract tasks is included in the Cost Proposal Form. Proposers may supplement the list of major improvements and contract tasks in its discretion.

The Cost Proposal shall also estimate all potential fees associated with obtaining all permits required to complete the Project in accordance with applicable laws. The Selected Engineer will pay for all permit application fees with reimbursement from the City as a separate expense not subject to the not to exceed limit for reimbursable expenses.

The Proposer shall attach to the Cost Proposal Form a spreadsheet detailing the personnel, their hours to perform Basic Services, labor costs by Engineering Team member and cumulatively for the Project, itemized Reimbursable Expenses, and total cost for each phase and task of the Project.

If the Proposer anticipates Additional Scope Items will be required for the Selected Engineer to complete the Project, the Proposer shall include a corresponding line item for such additional scope items in the Cost Proposal that identifies the modification to its Not to Exceed Fee if such Additional Scope Items are included within the scope of Basic Services. The Proposer agrees that it shall be proposing to perform an Additional Scope Item with no modification to its Not to Exceed Fee if it does not include a corresponding line item in the Cost Proposal for such Additional Scope Item.

The Selected Engineer will invoice the City in accordance with the process set forth in the Proposed Contract for its performance of the Project. Unless otherwise approved in writing by the City's Managing Director, the Selected Engineer shall not be entitled to any payment from the City in excess of the Not to Exceed Fee.

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

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

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

A **mandatory pre-proposal conference** will be held at the City of Reading Council Chambers at 815 Washington Street, Reading, Pennsylvania, at 10:00 a.m. (local time) on May 18, 2015. The purpose of the pre-proposal conference will be to discuss the Project, answer any questions

and facilitate a site visit to the 19<sup>th</sup> Ward P.S. No statements made during the pre-proposal conference shall be binding on the City unless issued through an addendum.

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

To ensure fair consideration for all Proposers, the City prohibits communication to or with any City official, department director, division manager, or employee related to this RFP prior to the submission of the Proposal with the exception of those questions and requests for clarification of the RFP or Proposed Contract. All questions and requests for clarification shall be sent only to:

Tammi Reinhart, Purchasing Coordinator, City of Reading  
Phone: (610) 655-6207  
Email: [tammi.reinhart@readingpa.org](mailto:tammi.reinhart@readingpa.org)

The City is requesting that any questions and requests for clarification be submitted in writing via e-mail by **2 p.m. (local time), May 27, 2015.**

Interpretations of the meaning of the RFP or Proposed Contract made to any Proposer orally shall not be binding on the City or any other Proposer. Any modifications, clarifications, or interpretations to this RFP as a result of questions from Proposers will be set forth in an addendum posted on the SharePoint website and circulated to all Proposers that request access to the SharePoint.

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

Any prohibited communications initiated by a Proposer may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future proposal.

***C. SUBMISSION OF TECHNICAL PROPOSAL AND COST PROPOSAL***

Each Proposer shall submit one original, six paper copies, and one electronic copy on a USB flash drive of its Technical Proposal in a sealed envelope. Such envelope shall be clearly labeled as "Technical Proposal for RFP-2015-03 19<sup>th</sup> Ward Pump Station Renovation Project." Each Proposer shall also submit one original, six paper copies, and one electronic copy on a USB flash drive of its Cost Proposal to this RFP in a separately sealed envelope. Such envelope shall be clearly labeled as "Cost Proposal for RFP-2015-03 19<sup>th</sup> Ward Pump Station Renovation Project."

The Proposal shall be received by the City Purchasing Coordinator, Room 2-45, City Hall, 815 Washington Street, Reading, PA, no later than 3:00 p.m. (local time), June 12, 2015 (the "Proposal Deadline"). Any Proposals received after the Proposed Deadline may not be considered by the City. Proposals will not be opened or read in public.

***D. CONFIDENTIALITY OF THE PROPOSAL***

Under Pennsylvania’s “Right to Know” law, public records are required to be open to the public for reasonable inspection. All Proposals, including detailed price and cost information, will be held in confidence while the City is evaluating the Proposals. After the City and the Selected Engineer have executed a contract, all Proposals will become public records.

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

When submitted to the City, the Proposal shall become the exclusive property of the City and will not be returned to the Proposer.

***E. WITHDRAWAL OF PROPOSALS***

Proposals may be withdrawn (and, if desired, modified and resubmitted prior to the Proposal Deadline) after submittal, provided the Proposer makes its request to withdraw in writing and the request is received and acknowledged by the City in writing prior to the Proposal Deadline. After the Proposal Deadline, the Proposal may not be withdrawn or modified.

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

***F. EVALUATION OF PROPOSALS***

The award of the Services associated with this RFP may or may not be made to the Proposer submitting the lowest Not to Exceed Fee. The award will be made to the Proposer whose Proposal is determined by the City, in its sole and absolute discretion, to be the most advantageous to the City, taking into consideration, without limitation, the evaluation factors set forth below:

1. Experience and qualifications of the Engineering Team:
  - a. The degree to which the personnel on the Engineering Team have held responsible positions for similar projects;
  - b. The degree to which the Engineering Team brings experience in the full range of skills and expertise needed to accomplish the scope of work on the Project in all task areas;

- c. The specific commitments made in the Proposal for staffing the Engineering Team, including the percentage of the Project Manager's time dedicated to the Project;
  - d. Experience within the local permitting region; and
  - e. Any other experience and/or criteria the City deems relevant.
- 2. Experience and past performance of the Engineering Team members on similar projects within the last ten (10) years:
  - a. The experience of the Engineering Team members in conducting projects of similar nature and complexity; and,
  - b. The ability of the Proposer to draw on this experience to benefit the Project.
  - c. Any other experience and/or criteria the City deems relevant.
- 3. Method of accomplishing the scope of work
  - a. Proposed organization of the work;
  - b. Unique capabilities that may influence the Project;
  - c. Understanding of the appropriate levels of effort required (hours) for various tasks;
  - d. Identification of Project risks and methods to mitigate or eliminate such risks to complete the Project within the proposed schedule, estimated budget and with the quality and/or performance specifications identified herein; and
  - e. Appropriate Project financial and management controls including, but not limited to:
    - i. Clear method and effort level of meeting and tracking progress of schedule milestones, intended outcomes and deliverables for each task;
    - ii. Quality assurance; and
    - iii. Project financial controls and invoicing systems.

4. Any other experience and/or criteria the City deems relevant.
5. Conflicts of Scope: The City views the performance of the engineering services required for the Project as a role separate and apart from the performance of professional program or construction management for the Project and that acting in both roles would result in a conflict within the scope of performance. Therefore, an entity performing program or construction management for this Project shall not be qualified to act as the Selected Engineer.

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

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

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

The City will notify the Proposers that it selects to interview to further discuss the Proposer's understanding of the Project and proposed approach to perform the Services. The Proposer shall ensure that all Key Personnel attend the interview and actively participate in the interview. The City reserves the right to privately interview individual members of the Engineering Team following the interview with the Proposer.

The City has the responsibility to negotiate the most favorable cost, terms, and conditions for the City. The negotiation process may involve one or more Proposers, and may continue until a contract for the Services is executed by the Selected Engineer and the City. By submitting its Proposal, the Proposer agrees that any efforts by the City or its legal counsel to negotiate more favorable costs, terms, or conditions shall not constitute a rejection of the Proposal and that the Proposal will remain a firm offer at least one hundred twenty (120) days from the date of the Proposal Deadline.

#### ***H. AWARDING THE CONTRACT***

The Proposer with a Proposal that the City determines to be in the best interests of the City (the "Selected Proposer") will be presented to the Council for the City of Reading for approval. The Selected Proposer shall print three (3) color counterparts of the contract for execution, in a form substantially similar to the Proposed Contract with mutually agreed upon modifications, and execute and submit the same within seven (7) calendar days of the City's request. If awarding of a contract for the Services to the Selected Proposer is approved by the Council for the City of Reading, the City will present the approved contract to the City's administration for its consideration. The City shall not be bound to award a contract for the Services to the Selected

Proposer unless and until the complete contract has been approved by the Council for the City of Reading and executed by the City's Mayor (or his designee) and the City's solicitor.

If the Selected Proposer does not submit the three (3) executed counterparts of the contract memorializing the parties' agreement within seven (7) days of the City's request, the City may, in its sole discretion, select another Proposer to award a contract for the Services or withdraw the RFP altogether.

As the submission of a Proposal shall be a firm offer by the Selected Proposer, in the event the Selected Proposer is unable or unwilling to submit the three (3) executed counterparts of the contract memorializing such firm offer within seven (7) days of the City's request, the City shall be entitled to recover all damages resulting therefrom, including, without limitation, the difference between the not-to-exceed fee identified in the Selected Proposer's Cost Proposal and the Selected Engineer's not-to-exceed fee.

The final, negotiated contract, when executed by both the City and Selected Engineer, shall be deemed to be the entire, integrated agreement between the parties notwithstanding any exceptions, objections, limitations or qualifications to the Proposed Contract set forth in the Proposal. Neither this RFP nor the Proposal will be attached to or incorporated in the final contract for Services. The Selected Engineer shall not base any claim, including, without limitation, a request for additional compensation, upon any representation in this RFP, its Proposal, or any prior representation or promise of the City.

## **V. RESERVATION OF RIGHTS**

All Proposals, and any subsequent submissions required to supplement the Proposal, shall be prepared by the Proposer at the Proposer's sole cost and expense. If, for any reason whatsoever, the City rejects a Proposer's Proposal, the Proposer agrees that it will not seek to recover profits on Services not performed, to seek to recover the costs for preparing the Proposal, or assert a claim for unjust enrichment.

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

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

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

# ATTACHMENT 1

## PROPOSED PROJECT SCHEDULE

Task	Calendar Days from Issuance of NTP
Notice to Proceed Issued by the City	1
Completion of the Study Phase	75
Completion of the 30% Design Phase	150
Completion of the 60% Design Phase	225
Completion of the 90% Design Phase	300
Completion of the 100% Design Phase	365
Completion of the Bidding Phase	440
Completion of the Construction Phase	870

## ATTACHMENT 2 COST PROPOSAL FORM

Task	Not to Exceed Fee
Study and Report Phase	
Preliminary Design Phase	
Permitting	
60 Percent Design Phase	
90 Percent Design Phase	
Final Design Phase	
Bidding Phase	
Construction Phase	
Overall Project Not-to-Exceed Fee	

Adders	Amount Added to the Not to Exceed Fee if Awarded
Adder 1: Replace/upgrade grinder units and modify influent channels	
Adder 2: Expansion of wet well	
Adder 3: Modify/expand footprint of pump station	
Adder 4: Award of both Adder 2 and Adder 3	



## Schedule of Values of Engineering Services

The Cost Proposal shall include a Schedule of Values of Engineering Services allocating the total Not-to-Exceed Fee among the major improvements and contract tasks. Below is a non-exhaustive list of such major improvements and contract tasks. Proposers may supplement the list of major improvements and contract tasks in its discretion.

Major Improvements and Contract Tasks	Allocated Value
Sewage pumps	
Interior piping, valves and appurtenances	
New force main	
Existing force main	
Electrical system	
Wet well	
Building expansion	
Sewer overflow	
Influent channels and grinder units	
Level measuring system	
SCADA	
Interior painting	
Roof replacement	
Interior and exterior doors & access hatches	
Repointing exterior façade	
Repair of cracks and caulking joints	
HVAC equipment	
Air conditioning unit for pump VFDs	
Exterior lighting	
Solicitation of Bidders	
Evaluation of Bidder Qualifications	
Progress meetings	
Responding to Contractor information, substitution and or-equal requests	
Change order management	
On-site visits and observation	
Evaluation of payment applications	
Contractor's submittals	
Inspections and tests	
Determination of Substantial and Final Completion	

# ATTACHMENT 3 PROPOSAL FORMS

## NON-COLLUSION AFFIDAVIT

### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to a proposal. According to the Pennsylvania Antbid-Rigging Act, 62 Pa. C.S.A § 4501, et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals, such as the Proposal submitted by the Proposer.
2. This Non-Collusion Affidavit must be executed by a member officer or employee of the Proposer who is authorized to legally bind the Proposer. In addition, a separate Non-Collusion Affidavit must be executed by a member, officer, or employee authorized to bind each Subconsultant listed in the Proposal.
3. 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 Non-Collusion Affidavit should carefully examine it before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.
4. If the Proposal is submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
5. The term “complementary proposal” as used in the Non-Collusion Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of a proposal higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file a Non-Collusion Affidavit in compliance with these instructions may result in disqualification of the Proposal, as determined by the City of Reading in its sole discretion.

NON-COLLUSION AFFIDAVIT

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

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

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

(1) He/She \_\_\_\_\_ is

of \_\_\_\_\_ (“Proposer”), the Proposer has submitted the attached Proposal;

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

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

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

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

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

I state that \_\_\_\_\_ understands

(Name of Proposer)

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

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

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

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

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

\_\_\_\_\_

Notary Public

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

CERTIFICATION OF NON-INDEBTEDNESS TO THE CITY OF READING

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

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

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

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

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

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

NON DISCRIMINATION STATEMENT

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

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

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

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

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

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

# ATTACHMENT 4 PROPOSED CONTRACT

# ATTACHMENT 5 CAPITAL IMPROVEMENTS PLAN

# ATTACHMENT 6 CONSENT DECREE

# ATTACHMENT 7 APPROXIMATE ROUTE OF EXISTING FORCE MAIN

