REQUEST FOR PROPOSALS

DESIGN ENGINEERING SERVICES

11TH AND PIKE PLAYGROUND IMPROVEMENTS

READING, PENNSYLVANIA

Table of Contents

Introduction .....
Pre-Proposal Conference .....
Proposal Submission.....
Scope of Work .....
Assignment of Key Staff.....
Use and Qualifications of Subcontractors.....
Records Retention and Confidentiality.....
Qualification Criteria .....
Questions Regarding Specifications or Proposal Process .....
Evaluation and Selection Process .....
Authorization of Invitation .....
Preparation of Proposals .....
Modification or Withdrawal of Proposals.....
Right to Reject Proposals .....
Disposition of Proposals .....
Minority and Women Business Enterprises.....
Equal Employment Opportunity.....
Employment of Certain Persons Prohibited.....
Subcontracts.....
Independent Proposal .....
Execution of Contract .....
Contract Alterations or Modifications .....
Manner of Payment.....
Contract Termination.....
Rights upon Termination of Contract .....
Dissemination of Information .....
Ownership and Use .....
Special Conditions .....
Qualifications.....
Indemnification.....
Insurance.....
Insurance Limits Requirements .....
Taxes.....
Observance of Laws, Ordinances, and Regulations.....
Retention of and Right to Audit Records.....
Non-Collusion Affidavit .....
Non-Discrimination Statement .....
Subcontractor's Surety Agreement.....

Introduction

The City of Reading, Pennsylvania is seeking proposals from qualified firms to provide design engineering services for the rehabilitation of the 11th and Pike Playground. The improvements include but are not limited to the upgrade of the water feature and basketball court, the repurpose of the tennis court, interior fencing, site furnishings, landscaping, funding source signage, and meeting ADA accessibility requirements. The City seeks a consultant to provide playground design services in conformance with the federal Community Development Block Grant and Commonwealth of Pennsylvania 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 February 11, 2014 at 10:00 a.m. at the 11th and Pike Playground. Additional questions may be emailed to Tammi Reinhart, Purchasing Coordinator, no later than 10:00 a.m. on February 19, 2014. Responses will be given to all firms as an addendum on February 27, 2014. .

Proposal Submission

Proposals are to be submitted to the Purchasing Coordinator at 815 Washington Street, Room 2-45, as discussed in the following pages by 3:00 p.m., prevailing time, on March 7, 2014. 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.

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, United States Department of Housing and Urban Development Community Development Block Grant, and Pennsylvania Department of

Conservation and Natural Resources 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 ten (10) 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 City has existing plans for the development of the existing water feature. The consultant shall 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 if required by the state funding agency. The survey and topographic information used for the design may be limited to the proposed site improvement 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 site improvement 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. The consultant shall provide an electronic updated site visit report to the designated City representative. 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 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 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 six (6) sealed, bound copies of the firm's technical proposal and six (6) sealed copies of the firm's project cost along with an electronic copy of each with the notation of "City of Reading 11th and Pike Project" as detailed below to:

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 February 19, 2014.

Direct inquiries to:
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 February 27, 2014.

Evaluation and Selection Process

Firms shall submit a response to this RFP by 3:00 p.m., prevailing time, on March 7, 2014. 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 Accounting Division 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 _____

County of _____

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

He/She is_____ 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 _____ 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.

_____
(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20___

_____ My Commission Expires:
Notary Public

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.

_____

_____
BIDDER

_____
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 Mr. David Ruyak, Operations Division Manager
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: