

REQUEST FOR PROPOSALS

Services For

**CLOSED CIRCUIT TELEVISION (CCTV) AND MANHOLE (MH)
INSPECTION ON-CALL SERVICE CONTRACTS**

City of Reading



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I. Request for Proposal

The City of Reading, Pennsylvania (“City”) with the assistance of Hazen and Sawyer, PC (“Hazen and Sawyer”) is soliciting proposals (each, a “Proposal”) from Contractors (each, a “Proposer”) to provide on-call sewer cleaning and Closed Circuit Television (“CCTV”) inspection and Manhole (“MH”) inspection services of sewers within the City’s right-of-way and on public property. The City reserves the right to award all, some or none of the contracting services set forth in this Request for Proposals (“RFP”) to any one or more contractors based on the City’s review and assessment of the Proposals meeting the criteria set forth herein. In the event the City awards contracting services pursuant to this RFP, the Proposer selected by the City (the “Contractor”) may lead one or more Subcontractors (“Subcontractors”) to perform the services requested by the City pursuant to this RFP.

II. Introduction

A. Purpose

1. Background

The City has a population of approximately 80,000 with a regional wastewater service area of approximately 10 square miles and regional service area population of approximately 130,000 including the Contributing Municipalities. The City owns, operates, and maintains its own Sanitary Sewer System which has approximately 40 inter-municipal Connection Points. The Sanitary Sewer System leads to a wastewater treatment plant (WWTP) which is owned, operated, and maintained by the City. Each Contributing Municipality, or its Authority, owns, operates, and maintains its own sanitary sewer collection system with additional intra-municipal connection points.

The City’s Sanitary Sewer System was planned and installed beginning in the 1890’s and has had upgrades and additions since then. There is uncertainty as to the consistency of updating the information over the past decades. In a typical modern sanitary sewer system, sewer segments connected to a manhole are tributary, flowing by gravity to that manhole. A sewer system is usually dendritic in form and layout, branching out from the main interceptors and extending upstream to provide service to the furthest reach, often terminating service at a manhole at the last segment. The City’s gravity sewers were developed as a “grid” network mirroring the traditional grid of the City’s street network. This interesting sewer layout may have resulted from the City’s dense urban footprint. City sewer mains extend along the face of each urban block in order to more readily connect the row houses which comprise a significant portion of the City’s urban core housing. Some blocks have dual collector sewers that are separated by a large diameter storm sewer or previously by a train or trolley line.

In the City’s grid sewer network, there are few terminal or summit manholes. Each sewer segment connects to a manhole with access to all other sewers within the City, but each segment does not necessarily flow into that manhole. In a manhole with four pipe connections, at least one pipe will carry flow to a downstream manhole; however the other three are not always incoming pipes.

Some are set at higher elevations and are sloped to flow away from that manhole to another manhole downstream. The same manhole may serve as a junction manhole for several of the pipes and as a terminal manhole for one or more pipes. Understanding the City's complex networked pipe layout is necessary to comprehend the behavior and performance of the sewer network.

In this grid network, where every sewer segment is interconnected through a manhole junction, a surcharging manhole can spill over to another portion of the system or into another subarea through the existing pipe network. Some lines were also constructed to function as relief sewers under high flow conditions. Topographical boundaries are not absolutes within this system. Each sewer segment can serve as a relief sewer within the network. If there is a blockage or a capacity constraint, the flow may surcharge in an upstream manhole and flow in a different direction but ultimately reach the same destination downstream via a different flow path.

The City's Sanitary Sewer System is also unique in that the minimum diameter sewer in the majority of the Sanitary Sewer System is 10 inches. Again, this reflects the age and urban nature of this sewer infrastructure where higher population and commercial densities in the urban core required a larger diameter for most streets with sewers. Only in recent replacement and sewer extensions have 8 inch diameter sewers been installed.

B. Scope of Basic Services

1. Technical Scope

Task 1: Condition Assessment and System Investigation or Sanitary Sewer System Evaluation Survey

The Contractor shall perform cleaning and CCTV inspection of the components of the Sanitary Sewer System. CCTV inspections shall consist of digital video recordings, digital photos and a NASSCO PACP compliant database. Inspection logs shall also be provided.

Task 2: Manhole Inspection and Evaluation.

Manhole inspections shall be performed to verify the accuracy of the available mapping and to provide updates to the mapping to reflect actual field conditions. These manhole inspections shall also evaluate the general condition of the manhole and identify specific defects or problems in order to determine manhole rehabilitation recommendations. The condition of the manholes shall be assessed and an inspection report shall be completed in accordance to NASSCO MACP standards utilizing the City's evaluation and rating tools. The Contractor shall attend a day training class along with City Sewers staff in the use of the City's manhole evaluation and rating tool.

2. Services Required

The services described herein shall be performed at the request of the City. **It is anticipated that a majority of the CCTV work will be performed prior to July, 1 2014.** Additional assignments under this contract may take place over the course of three (3) years.

a. Equipment & Operation Requirements

- i. Contractor shall provide CCTV equipment capable of operating in pipes that are at least 8-inches in diameter.
- ii. CCTV equipment, data collection device, and power for operation must be self-contained.

- iii. Equipment shall be capable of moving through the pipeline in either direction at a uniform rate to ensure proper documentation of the sewer pipeline condition but in no case shall the television camera traverse at a speed greater than thirty feet per minute (30 fpm).
- iv. Equipment shall be capable of viewing lateral connections to main pipe, and defects to thoroughly evaluate the pipes condition.
- v. Equipment shall be capable of operating in fully submerged conditions.
- vi. Equipment shall be capable of measuring survey distances.
- vii. Equipment shall be capable of producing a continuously monitored picture with the resolution capability to discern small cracks and other minor/major defects in the sewer pipeline.
- viii. Equipment shall be capable of operating in a closed manhole.
- ix. Equipment shall be equipped with a non-powered high strength tether for equipment retrieval.
- x. Operation of CCTV equipment shall be capable of being operated by no more than one (1) operator.

b. Training & Support Requirements

- i. Contractor shall provide personnel properly trained in the operation of CCTV equipment.
- ii. Contractor shall replace or repair failed equipment within a 48-hour period from the moment of failure.
- iii. Video viewing software shall be equipped with the ability to virtually pan, zoom, and tilt for closer evaluation of pipe defects.
- iv. Contractors shall attend a day training class with City Sewers staff in the use of the City's manhole evaluation and rating tool.

c. Documentation & Reporting Requirements

- i. The Contractor shall perform general administrative duties associated with the Project, including monitoring progress, preparation of progress reports, scheduling of crews, general correspondence with the City and Hazen and Sawyer and/or their sub-consultants, office administration, and invoicing.
- ii. Data reporting with certified coding must be conducted by authorized party utilizing a NASSCO PACP certified individual using NASSCO certified software compatible with PipeLogix software. The Contractor shall supply and use the most recent version of NASSCO's Pipeline Assessment and Certification Program (PACP) and NASSCO's Manhole Assessment and Certification Program (MACP) wherever references to NASSCO are made. NASSCO PACP / MACP compliant field inspection forms and records, PACP / MACP observation nomenclature, and PACP / MACP defect rating guidelines shall be used in the field in documenting the observations.
- iii. The picture of the television inspection shall be clear for the City to assess the condition. The record and the documentation of the CCTV inspection submitted to the City should be correct and complete (visual video documentation shall begin at the upstream (US) manhole and end at the downstream (DS) manhole or vice versa).
- iv. All CCTV PACP and MACP coded data shall be delivered in:

1. Two (2) hard copies with details of defects associated with each pipeline segment. A spreadsheet summary shall be included with details of each pipe segment ID from US to DS manholes, survey length, survey date, pipe material, pipe size, highest structural and O&M condition score captured, and its frequency of occurrence.
2. Digital format on one (1) appropriately sized hard drive with digital content to include but not limited to CCTV videos, pictures, PACP coded defect database and condition rating, and an electronic copy of printed reports. Electronic database shall be compatible with the City's existing computer software (ArcGIS 10.1, Windows Microsoft Office Suite (Access, Excel, etc.)) and computer hardware.

C. Additional Requirements

1. Pipeline lengths shall be measured from centerline to centerline of access structures (e.g. Manhole, flushing branch, etc.)
2. A Contractor written schedule encompassing each calendar week's program shall be submitted to the City by the Contractor for CCTV inspection a minimum of three (3) days prior to commencement of hydro-flushing and inspection. If minor modifications in schedule are necessary, the City shall be notified a minimum of 24 hours prior to the change. The City will prioritize the Contractor's work and determine sequence of work.
3. The Contractor shall be responsible for pre-cleaning the pipeline segment prior to the CCTV inspection. Pre-cleaning shall include two passes of a high pressure hydro-flusher to remove sludge, dirt, sand, rocks, grease, and other solid or semi-solid material from the pipe such that defects are not obscured and structural defects can be adequately viewed and properly graded. Contractor shall use appropriate nozzles and water pressure needed to achieve removal of such materials.
4. The Contractor shall be responsible for securing a disposal site for the waste materials removed from the sewer as a result of the Contractor's cleaning operation and for all disposal.
5. All open access structures or manholes shall be attended at all times by the Contractor. All access structures or manholes that were sealed to control odors or entry of extraneous water shall be resealed after entry by the Contractor. Contractor shall coordinate resealing of manhole covers with City staff.
6. All equipment shall be removed from the area at the end of the work day.
7. During performance of the inspections, the Contractor shall be responsible for all public and Contractor safety precautions to minimize hazards to persons and public and private properties. This project includes entry and inspection operations within confined spaces, including permit-required confined spaces. The Contractor shall comply with all federal, state and local safety regulations, including, but not limited to, Federal Occupational Safety and Health Act (OSHA) requirements for entering confined spaces.
8. Contractor is responsible for providing all traffic safety. Contractor's Traffic Safety Procedures shall conform to all applicable federal, state, City, and other local regulations and ordinances.
9. Contractor shall be responsible for seeking and securing permission for access to private property or setting up a staging area(s) on private property.

10. Contractor shall be responsible for damage to easements or adjacent properties where such damage is a result of the Contractor's actions.
11. Televising shall generally be conducted in pipes flowing a maximum of 1/3 full, unless authorized by the City to do otherwise. Contractor shall adjust time of the work to correspond to low flow conditions to meet this depth requirement.
12. All footage measurements (real-time and recorded) shall be accurate within 2 percent throughout the operating range of the equipment.
13. Contractor's field crews shall be alerted to and shall promptly notify the City whenever they encounter any one of the following conditions:
 - a. Potentially illicit connections draining into the sanitary sewer system or cross connections between the sanitary and storm drain systems.
 - b. Potentially hazardous materials (liquid or solid).
 - c. Pipe collapse or blockage requiring immediate attention.
 - d. Potential network faults where drainage capability and/or safety is significantly affected and timely corrective measures are warranted.
 - e. Locations where the network is at variance to the maps as issued for the work, the Contractor shall redline maps and submit them to the City.
 - f. Locations of system surcharging.
 - g. Locations of sulfide odor or other hazardous atmospheric conditions.
14. Contractor shall legibly note any observed field conditions including access structures, pipelines, manhole IDs, location of system as encountered in the field that differ from information shown on maps provided by the City. The Contractor shall return these marked up maps with the video data and report submittals.
15. Payment shall be for televised footage. If a regular set-up and reverse set-up were both used, payment shall only be for the televised footage for one full length of the manhole-to-manhole inspection and cannot exceed actual length of the pipe.
16. Contractor must be equipped to provide recorded CCTV inspections on portable hard drives, and must be able to provide CDs or DVDs for specific inspections upon request.
17. Video data and reports of urgent work requests shall be submitted within 1 week after the City directs an assignment.
18. Video data and reports of emergency work requests shall be submitted within 4 days after the City directs an assignment or within 2 days of completion of the work.
19. All CCTV inspection submittals shall be identified beginning with the upstream structure ID followed by the downstream structure ID following the City's numbering system.

D. Available Background Information

Technical documents associated with the Project may be made available by the City to the Proposer if deemed necessary by the City for the Proposer 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, or overnight mailing of a CD.

The Proposer shall treat all information disclosed by the City or its agents to the Proposer pursuant to this RFP as confidential information and shall not disclose such confidential information except to the extent required by applicable laws.

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

III. Proposal Content

While there is not a specific overall page limitation, the Proposals 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 with details on experience presented in the order of the tasks as listed.

A. Qualifications and Technical Proposals

As a component of the Proposal, each Proposer shall submit a "Technical Proposal" which shall include, without limitation, the information outlined in this RFP. The response under this section shall include the following:

1. Cover Letter (maximum of 2 pages)

2. Table of Contents (maximum of 1 page)

3. Section 1: Applicant Profile (maximum of 2 pages)

Provide the following information:

- a. Name, business address of headquarters, telephone number, and website address.
- b. A primary contact for the Proposer, including name, job title, address, telephone and email address if different than above.
- c. Type of business organization (corporation, partnership, LLC, for profit or not for profit, etc.), federal taxpayer identification number or federal employer identification number; whether registered to do business in Pennsylvania, country and state of business formation, and number of years in business.
- d. Provide a narrative overview of the Proposer's primary business experience.
- e. The Proposer shall identify if any of the Contributing Municipalities (including any Authorities thereof) or Berks County municipalities are current clients or clients from the past five (5) years of the Proposer or any Subcontractors.

4. Section 2: Relevant Experience & References (maximum total of 10 pages)

Provide the following information:

- a. The Proposer shall have at least ten (10) years' experience with CCTV Inspections. Provide a summary of qualifications, capabilities and equipment to perform the services for the Project. The Proposer shall demonstrate that they have provided similar services to other clients. Proposers should concisely highlight their breadth and depth

of experience. Provide a summary table that provides an overview of the firm's experience.

- b. The Proposer shall submit at least ten (10) project descriptions including client references (including names and phone numbers) and describe the relevant project(s) for such clients. For each project reference include a summary by listing the Principal in Charge and Project Manager as well as any key individuals as identified below. Summary of experience with projects that are similar in nature, size and scope to the Project. At least five (5) of these projects should be in a similar urban environment with three (3) references each of the projects using the inspection software being recommended.

5. Section 3: Key Personnel

As described below, this section should consist of an organization chart, summary table and requested resumes.

The Proposer shall provide an organization chart that identifies how the Proposer plans to staff the Project and the structure of the team. The organization chart should identify all personnel being proposed for the Project.

For all proposed staff identified in the organization chart, the Proposer shall compile a table that identifies: employee name, title, area of expertise, State and type of License, Certifications, years of experience and hourly billing rate.

The Proposer shall detail their familiarity with NASSCO standards and provide current certifications of proposed staff members.

Each Proposer shall provide a résumé for the following individuals only (maximum of 2 pages per person):

- a. Project Director – Officer of the firm responsible for delivery of contract terms;
- b. Project Manager – Day-to-day contact that will be managing the overall effort;
- c. Five (5) additional resumes of team members critical to the success of the Project.

6. Section 4: Project Approach:

The Proposer shall address the following:

- a. Each Proposer shall review the overall system configuration and identify in its Technical Proposal the most appropriate inspection software options given the information known about the Sanitary Sewer System. Each Proposer shall also present in its Proposal the pros, cons, potential limitations, and reasons for its recommendation based upon the knowledge about the City's Sanitary Sewer System.
- b. The Proposer shall detail the scope of work to be provided under each phase of work.
- c. The level of effort under these tasks shall be based on an assumed number and extent of activities over the full Project time frame.
- d. **Production Rate:** The Proposer shall provide a summary report on the number of crews and CCTV units that will be available for the project duration as mentioned under the Scope of Basic Services. The report shall also include productivity values for the proposed crews in terms liner feet of pipe and number of manholes inspected in a

working day. The Proposer shall provide historical project data to corroborate the stated productivity values.

7. Appendix A: Financial Capacity (no page limit)

Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought for this Project for the Proposer. Provide one or more of the following:

- General statement of the Proposer's financial condition; and
- Proposer's most recent audited or unaudited financial statements.

Furthermore, the Proposer shall disclosure of any bankruptcy filings over the past five years.

8. Appendix B: Defaults (no page limit)

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.

9. Appendix C: Disclosure of Litigation or Administrative Proceedings (no page limit)

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 or to the subject matter of the RFP, or that 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 subcontractor the Proposer plans to use to perform the services for the Project.

10. Proposal Exceptions: In its Proposal, the Proposer shall specify any exceptions or objections taken to the RFP or the proposed Contract (Attachment 1 to the RFP) 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 suggested modifications. Provisions not specifically identified as exceptions or objections are identified in this section of the Proposal, it will be understood that the Proposer takes no exception to the RFP or the proposed Contract.

B. Cost Proposal

Due to the unknown quantity of work covered under Basic Services for this Project, all payment shall be on a scaled linear foot basis for the pipelines and a scaled per unit basis for the manholes. The Proposer shall submit a separate "Cost Proposal" which shall identify a schedule of the proposed billing rates per linear foot of the pipeline and per unit of manhole inspected for all of the

Contractor's Basic Services to complete the work on the Cost Proposal Form attached hereto as Attachment A.

The proposed unit costs shall include all costs associated with doing the work including but not limited to obtaining all permits required to complete the work in accordance with applicable laws, and all costs associated with equipment to execute the work. Expenses for telephone, FAX and computer charges will not be allowed.

If the Proposer anticipates services not specifically identified in the RFP which, in its opinion, will be required for the Proposer to complete the work, such additional services shall be noted in the Cost Proposal, with an explanation of the services, a brief justification as to why such services may be required, and a corresponding proposal for the cost of such services.

The Contractor will invoice the City in accordance with the process set forth in the executed Contract for its performance of the Project.

The Proposer shall also provide a schedule of hourly billing rates for each crew member and other personnel (as identified by title) in the Cost Proposal Form in the event that the City requests, in writing, additional services be performed outside of the scope of Basic Services specified herein. Such hourly rates shall not be increased during the term of the Contract.

C. Assignment of Key Staff

The key member(s) of the proposed crews must be identified and assigned to the Project and must remain assigned and available to the Project for its duration unless such person leaves the employment of the Contractor or the City agrees in writing to modify the proposed crew. If a key member leaves the employment of the Contractor during the course of the Project, the City must be notified immediately, and the Contractor must submit the name and credentials of the person replacing the key member for approval by the City prior to that person starting work on the Project.

D. Supplementary Documents

The Proposer shall execute a Non-Collusion Affidavit, Non Discrimination Statement, Political Contribution Affidavit, Certification of Non-Indebtedness to the City as such documents are set forth below. All such executed documents shall be included with the Proposal. Each Proposer shall provide a completed Proposer's Statement for Public Disclosure, as such form is set forth below, with the Proposal.

IV. Proposal Process

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

E. 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 relative to interpretation of specifications or the Proposal process. Interpretations of the meaning of the RFP documents made to any Proposer orally shall not be binding on the City or any other Proposer.

The City is requesting that any questions or clarification requests be submitted in writing via e-mail, fax, or hand delivery by April 11, 2014. It is the City's intent to review these questions, and provide a response to all of the Proposers (anonymously) by 4:00 p.m. EDT, April 14, 2014. All questions and associated correspondences should be submitted to:

- **Tammi Reinhart, City of Reading (tammi.reinhart@readingpa.org)**

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

F. Confidentiality of the Proposal

Under Pennsylvania's "Right to Know" law, public records are required to be open for reasonable inspection. All Proposal information, including detailed price and cost information, will be held in confidence while the City is evaluating the Proposals. After the City and Contractor have executed the Contract, all Proposals will become public records. Copies of said public records may be requested through the City's Chief Clerk's office.

Trade secrets and other confidential proprietary data contained in the Proposal may be held confidential if the Proposer requests 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 entire Proposal is confidential shall be unacceptable. The Proposal will become the exclusive property of the City and will not be returned.

G. Evaluation of Proposals

The award of the services associated with this RFP may or may not be made to the Proposer submitting the lowest price Cost Proposal. The award will be made to the Proposer whose Proposal is determined to be the most advantageous to the City, taking into consideration, without limitation the evaluation factors set forth below:

1. Experience, qualifications, and commitment of the Consulting Team:

- a. The degree to which the personnel on the Consulting Team have held responsible project positions for similar projects;
 - b. The degree to which the Consulting Team brings experience in the full range of skills and expertise needed to accomplish the scope of work in all task areas;
 - c. The specific commitments made in the Proposal for staffing the Consulting Team, including percent of Project Manager's time dedicated to the Project;
 - d. Experience within the local permitting region (EPA Region III, South Central PADEP, etc.); and
 - e. Any other experience and/or criteria the committee deems relevant.
2. Experience and past performance of the Proposer and Consulting Team members on similar projects within the last seven years:
 - a. The experience of the Proposer and Consulting Team members in conducting projects of similar nature and complexity;
 - b. The ability of the Proposer to draw on this experience to benefit the Project; and
 - c. Any other experience and/or criteria the City deems relevant.
 3. Method of accomplishing the scope of work
 - a. Proposed organization of the work;
 - b. Unique capabilities that may influence the Project;
 - c. Understanding of the appropriate levels of effort required (hours) for various tasks;
 - d. Identification of Project risks and methods to mitigate or eliminate such risks to complete the Project within the proposed schedule, estimated budget and with the quality and/or performance specifications identified herein;
 - e. Appropriate Project financial and management controls including, but not limited to,
 - i. Clear method and effort level of meeting and tracking progress of schedule milestones, intended outcomes and deliverables for each task
 - ii. Quality assurance
 - iii. Project financial controls and invoicing systems
 4. Any other experience and/or criteria the City deems relevant.

H. Proposal Submission

Submit seven (7) copies of the Technical Proposal in a sealed envelope and seven (7) copies of the Cost Proposal in a separate sealed envelope. The Proposal envelopes shall be clearly labeled as "TECHNICAL PROPOSAL FOR CCTV INSPECTION SERVICES" and "COST PROPOSAL FOR CCTV INSPECTION SERVICES", respectively.

The Proposal shall be delivered to the City Purchasing Coordinator, Room 2-45, City Hall, 815 Washington Street, Reading, PA, no later than 3:00 PM EDT, April 15, 2014 (the "Proposal Opening"). Proposals received at the Office of the Purchasing Coordinator after the time specified will not be considered by the City.

I. Withdrawal of Proposals

Proposals may not be modified after submittal. Proposals may be withdrawn after submittal, provided the Proposer makes its request to withdraw in writing and the request is received and acknowledged by the City in writing prior to the time specified for the Proposal Opening.

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 Contractor offer and each Proposer agrees that its Proposal shall not be withdrawn within one hundred twenty (120) days from the Proposal Opening.

J. Procedure for Review of Proposals

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

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

The City may arrange for meetings or interviews with one or more of the Proposers to clarify any aspect of its Proposal and to give a Proposer the opportunity to explain its credentials. The City has the responsibility to negotiate the most favorable cost, terms and conditions for the City. The negotiating process may involve one or more Proposers, and may continue until the Contract is executed by the Contractor. The City will contact the Proposers selected for an interview with the date and time for their respective interviews.

K. Winning Proposal

The City will select winning Proposals if the City determines that appropriate, acceptable and complete Proposals are submitted by responsible Proposers which the City, at its sole and exclusive discretion, determines will provide the best overall value to the City.

V. Contract Terms Required To Complete the Project

The City will notify the selected Proposer with a "Notice of Award". The Proposer selected by the City will execute a contract, in a form substantially similar to the proposed contract attached to this RFP as Attachment 1, for the completion of the services identified in this RFP (the "Contract") within seven (7) calendar days after the City's transmittal of the Notice of Award. If the selected Proposer does not accept the Contract presented by the City within such time, the City may, in its sole discretion, withdraw the Notice of Award. Subject to the City's reservation of rights below, the City may select another Proposer to award the Contract or withdraw the RFP.

The Contract, when executed, shall be deemed to be the entire agreement between the parties; the Contractor shall not base any claim for modification of the Contract upon any prior representation or promise made by the representatives of the City, or other persons. This RFP will be attached as an exhibit to the Contract.

The following terms and conditions shall apply to the Contract:

A. Independent Contractor and Insurance

The Contractor shall be an independent contractor. The Contractor shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things. The Contractor shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during its performance of the Project.

The Contractor shall maintain such insurance as will protect it from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under the Contract, whether such operations be by itself, by any Subcontractor or anyone directly, or indirectly employed by either of them.

The minimum amount of liability insurance to be maintained by the Contractor and its Subcontractors are identified in the Contract.

B. Equal Employment Opportunity

During the performance of the Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The City may elect to provide the Contractor with the required form notice.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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 Contractor's noncompliance with the non-discrimination clauses above or with any applicable laws, the Contract may be canceled, terminated, or suspended in whole, or in part and the Contractor may be declared ineligible for further City contracts.

The Contractor shall include the paragraphs set forth in this section in every subcontract or purchase order unless exempted.

C. Employment of Certain Persons Prohibited

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by the Contract.

D. Alterations or Modifications

The Contract will be under the direct supervision of the City, its authorized representatives or its agents. Any alterations or modifications of the work performed under the Contract shall be made only by written agreement between the Contractor and the City's authorized representative and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by a written agreement and signed by the City's Managing Director.

E. Subcontracts

The Contractor will not be allowed to subcontract work under the Contract unless prior written approval of each Subcontractor is granted by the City in its sole discretion. The Subcontractors shall be bound by the conditions of the Contract and shall execute and deliver to the City a Political Contribution Affidavit and Non Discrimination Statement prior to performing any services under the Contract. All required notices, work orders, directives and requests for emergency services will be directed to the Contractor. All directions given to a Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

F. Right To Audit Records

The City shall be entitled to audit the books and records of the Contractor or any of its Subcontractors to the extent that such books and records relate to the Contract or its performance of the Project. Such books and records shall be maintained by the Contractor and its Subcontractors for a period of three (3) years from the date of final payment under the Contract unless a shorter period is otherwise authorized in writing.

G. Dissemination of Information

During the term of the Contract, the Contractor may not release any information related to the services or performance of services under the Contract, nor publish any report or documents relating to the City, the account or performance of services under the Contract without prior written consent of the City. The Contractor shall indemnify and hold harmless the City, its officers, agents, and employees from all liability or damages which may be incurred by reason of the Contractor's unapproved dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the Contract by the Contractor or its agents or employees.

H. Business Privilege License and Tax

The City imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2 ¼ mills upon the gross receipts attributable to business conducted within the City of Reading.

I. Permits / Licenses

The Contractor shall pay all fees and procure all licenses and permits necessary to complete the Project after first obtaining the written approval of the City. The Contractor may invoice the City for the actual fees paid to the applicable regulatory agency to procure such licenses and permits. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of the Contract.

J. Observance of Laws, Ordinances and Regulations

The Contractor shall comply with all applicable Federal, State, and Local laws, ordinances, decrees, orders, published governmental guidance documents, and industrial statutes, regulations, codes and standards.

VI. 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 Owner rejects a Proposer's Proposal, the Proposer agrees that it will not seek to recover profits on Work not performed nor will it seek to recover its Proposal preparation costs or claims 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:

1. 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.
2. To reject any Proposal if, in the City's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Proposer does not meet the qualification requirements set forth herein, or it is otherwise in the best interest of the City to reject the Proposal.
3. To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the execution of a final contract.
4. 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.
5. 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.
6. 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.
7. 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.

8. To request that one or more of the Proposer modify their Proposals, including, but not limited to, modifying the pricing or provide additional information.
9. To request additional or clarifying information from any Proposer at any time, including information inadvertently omitted by a Proposer.
10. To require that the Proposer appear for interviews and/or presentations of their Proposals at City offices.
11. To inspect projects similar in type and scope to the work sought in this RFP.
12. To conduct such investigations as the City considers appropriate with respect to the qualifications of any Proposer and with respect to the information contained in any Proposal.

NON-COLLUSION AFFIDAVIT

Instructions For Non-Collusion Affidavit

1. This Non-Collusion Affidavit is material to any contract pursuant to a proposal. According to the Pennsylvania Antbid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals, such as the Proposal submitted by the Proposer.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the Proposer who is authorized to legally bind the Proposer.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should carefully examine it before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.
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 Contractor, 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 will result in disqualification of the Proposal.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

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

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

of _____, the Proposer that
(Name of the Proposer)
has submitted the attached Proposal;

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

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

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, Contractor 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, Contractor or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the prices in the Proposal or the price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

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

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

I state that _____ understands
(Name of Proposer)

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

Name: _____

By: _____
Authorized Signatory

Title: _____
President or Vice President

Sworn to and subscribed

Before me this _____ day
of _____, 20__

Notary Public

My Commission Expires: _____

POLITICAL CONTRIBUTION AFFIDAVIT

Instructions for Political Contribution Affidavit

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

POLITICAL CONTRIBUTION AFFIDAVIT

State of _____

County of _____

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

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

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

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

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

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

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

I state that _____ understands
(Name of Proposer)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which the Proposal was submitted. I understand and my Contractor understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading and subject to penalty of perjury.

Name: _____

By: _____
Authorized Signatory

Title: _____
President or Vice President

Sworn to and subscribed

Before me this _____ day

of _____, 20__

Notary Public

My Commission Expires: _____

PROPOSER'S STATEMENT FOR PUBLIC DISCLOSURE

If space on this form is inadequate for any requested information, this should be furnished on an attached page which refers to the appropriate numbered item on this Proposer's Statement for Public Disclosure.

1. a. Name of Proposer:

b. Address and Zip Code of Proposer:

2. If the Proposer is not an individual doing business under his own name, the Proposer has the status indicated below:

_____ a corporation organized under the laws of _____

_____ a partnership organized under the laws of _____

_____ a limited liability company organized under the laws of _____

_____ a joint venture organized under the laws of _____

_____ other (explain) _____ organized under the laws of _____

3. If the Proposer is not an individual or a government agency or instrumentality, give date of organization: _____

4. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, investors other than a government agency or instrumentality, are set forth as follows:

a. If the Proposer is a corporation, the officers, directors, trustees, and each stockholder owning more than 10% of any share of stock.

b. If the Proposer is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.

c. If the Proposer is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.

d. If the Proposer is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

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

5. Name, address and nature and extent of interest of each person or entity (not named in response to Item 4) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Proposer (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Proposer, or more than 50% of the stock in a corporation which holds 20% of the stock of the Proposer).

NAME, ADDRESS & ZIP CODE	DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

6. Names (if not given above) of officers and directors or trustees of any corporation or Contractor listed under Item 4 or Item 5 above:

7. Is the Proposer a subsidiary of or affiliated with any other corporation or any other Contractor or Contractors?

___ YES ___ NO. If yes, list each such corporation or Contractor by name and address, specify its relationship to the Proposer, and identify the officers and directors or trustees common to the Proposer and such other corporation or Contractor:

Subsidiary or Affiliated Entity Name	Address	Relationship to Proposer	Common Officers, Directors or Trustees

8. List the federal grant projects under Title I of the Housing and Community Development Act of 1974 (CP.L.93-383), as amended, in which the Proposer or any of the principals of the Proposer is or has been the contractor, or a stock-holder, officer, director or trustee, or partner of such a contractor:

9. If the Proposer or a parent corporation, a subsidiary, an affiliate or a principal of the Proposer is to participate in the Project as a Subcontractor:

a. Name and address of such Subcontractor:

Name of Subcontractor	Address

b. Has such Subcontractor within the last 10 years ever failed to qualify as a responsible bidder or proposer, refused to enter into a contract after an award has been made, or failed to complete a contract?

___ Yes ___ No. If yes, explain:

c. Outstanding contract bids of such Subcontractor:

Awarding Agency	Amount	Date Opened
	\$	
	\$	

10. Brief statement respecting equipment, experience, financial capacity, and other resources available to such Subcontractor for the performance of the work or services involved in the contract, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the Subcontractor.

11. a. Does any member of the governing body or employee of the Local Public Agency or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Proposer or in the Proposer's performance under the contract? ___ YES ___ NO. If yes, explain:

b. Does any member of the governing body of the locality in which the Public Improvement Project is situated or any other public official of the locality, who exercises any

functions or responsibilities in the review or approval of the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Proposer or in the Proposer's performance under the contract? ___YES ___NO. If yes, explain:

CERTIFICATION

I (We) _____ certify that this Proposer's Statement for Public Disclosure is true, accurate and complete to the best of my (our) knowledge and belief(s) after reasonable inquiry.

DATED:

DATED:

(SIGNATURE)

(SIGNATURE)

(TITLE)

(TITLE)

(ADDRESS & ZIP CODE)

(ADDRESS & ZIP CODE)

1 - If the Proposer is an individual, this Proposer's Statement for Public Disclosure should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this Statement.

2 - Penalty for False Certification: It is unlawful to knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter to a public servant under Section 1001, Title 18, of the U.S.C. and Section 4904, Title 18 of the Pennsylvania Consolidated Statutes. Penalties may include a fine of not more than \$10,000, imprisonment of not more than five years, or both.

CERTIFICATION OF NON-INDEBTEDNESS TO THE CITY OF READING

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

Proposer: _____

Name: _____

By: _____
Authorized Signatory

Title: _____
President or Vice President

Attest: _____

NON DISCRIMINATION STATEMENT

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

Name: _____

By: _____

Title: _____

Attachment 1: Cost Proposal Form

Task	Item	Scale (1)	Unit Cost (\$)/LF Or (\$)/ MH
Task 1: CCTV Inspections	Provide light cleaning and CCTV inspection of 6"-12" Sanitary Collection Sewers	0 – 25,000 feet	
	Provide light cleaning and CCTV inspection of 6"-12" Sanitary Collection Sewers	25,000 – 50,000 feet	
	Provide light cleaning and CCTV inspection of 6"-12" Sanitary Collection Sewers	50,000 – 100,000 feet	
	Provide light cleaning and CCTV inspection of 6"-12" Sanitary Collection Sewers	Above 100,000 feet	
	Provide light cleaning and CCTV inspection of 15"-30" Sanitary Trunk Sewers	0 – 25,000 feet	
	Provide light cleaning and CCTV inspection of 15"-30" Sanitary Trunk Sewers	25,000 – 50,000 feet	
	Provide light cleaning and CCTV inspection of 36" and greater Sanitary Sewer Interceptors	0 – 25,000 feet	
	Provide light cleaning and CCTV inspection of oval and Horseshoe shaped Sanitary Sewer Interceptors	0 – 25,000 feet	
Task 2: Manhole Inspections		0 – 100 Units	
		100 – 250 Units	
		250 – 500 Units	
		Above 500 Units	

¹Once a Contractor is awarded a contract, they will subsequently be issued a Notice-to-Proceed with specific pipes to be cleaned and inspected and/or specific manholes to be inspected.

The Contractor will be paid based on the unit cost proposed for the total length to be inspected times the actual total length inspected for pipes and total number of manholes inspected during that task assignment. All costs associated with the execution of the work shall be included in the unit costs.

Should the Contractor be awarded a subsequent assignment, that new assignment will be paid based on the same criteria as stated above.

Attachment 2: Proposed Contract

CONSULTING AGREEMENT

This **CONTRACTING AGREEMENT** (this “*Agreement*”) is entered into and effective as of this [REDACTED]th day of [REDACTED], 20[REDACTED], (the “*Effective Date*”) by and between the County of Berks, Pennsylvania, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the “*Owner*”), and [REDACTED], a [REDACTED] (the “*Contractor*”).

Background

The Owner desires to engage the Contractor for the delivery of contracting services to conduct CCTV inspection and condition assessment on sewer pipelines and manholes associated with the [REDACTED] in accordance with the requirements set forth in a Request for Proposals – [REDACTED], dated [REDACTED], 20[REDACTED] (“*RFP*”), attached hereto as Exhibit A and incorporated herein and Contractor’s proposal thereto, attached hereto as Exhibit B and incorporated herein (collectively, the “*Services*”).

Agreement

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

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

2. **Performance of Services.**

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

(b) The Contractor shall submit the deliverables and reports required by this Agreement to the Owner and otherwise complete each Task in strict accordance with the Project Schedule attached hereto and incorporated herein as Exhibit D. Time is of the essence in connection with each and every performance obligation of the Contractor under this Agreement. The Contractor understands that the deliverables and reports required herein are being prepared on behalf of the Owner for submission in accordance with deadlines established by a Consent Decree with the United States Department of Justice and others. The Contractor’s failure to perform Services in strict accordance with the Project Schedule or submission of work product not satisfactory to the United States Department of Justice or other authorities with jurisdiction may directly result in the Owner’s incurrence of penalties, fines or other damages.

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

(d) Upon the Owner's request, the Contractor shall develop, organize and maintain throughout the term of this Agreement and at least 180 days thereafter ("**Time Period**"), a secure and private electronic data, information and document storage database (e.g., Microsoft SharePoint) for all documents or data used or created in connection with the Services ("**Electronic Database**"). The Contractor shall ensure that the Owner and its employees and agents have remote internet access to the Electronic Database at all times during the Time Period. Notwithstanding the foregoing, the Owner or its agents may develop an Electronic Database. Upon the Owner's request, the Contractor shall, consistent with the Owner's directions, upload all documents or data used or created in connection with the Services to such Electronic Database. Notwithstanding any dispute, claimed breach or other disagreement between the parties, the Contractor shall continuously comply with the obligations set forth in this Paragraph 2(d). The Contractor agrees that any failure to do so shall be grounds for the Owner to seek from a court immediate injunctive relief.

3. **Compensation.**

(a) The Owner shall pay the Contractor for the Services performed by the Contractor or its Subcontractors in compliance with the terms hereof in accordance with the schedule set forth on Exhibit C, attached hereto and incorporated herein.

(b) Any services to be performed that are outside the scope of this Agreement shall be memorialized in a change order executed by the Owner and Contractor with a detailed description of the scope of work and identification of the change to the Contractor's compensation resulting therefrom. Contractor shall not be entitled to any compensation for preparing proposals, amendments or change orders associated with this Agreement.

(c) "Reimbursable Expenses" are set forth in Exhibit C and are in addition to compensation for Services. Reimbursable Expenses incurred by the Contractor or its Subcontractors shall be submitted to the Owner without markup and shall be directly related to the performance of Services for the Project. The Reimbursable Expenses shall not exceed [REDACTED] dollars (\$ [REDACTED]) without the prior written authorization of the Owner.

(d) Engineer shall itemize and provide Owner with a list of all fees required for securing the required approvals, permits, or licenses from authorities having jurisdiction over the Project ("Permit Fees") at least five (5) business days prior to submitting any permit application. Owner will review such list and provide Engineer with a written approval, disapproval or request for clarification of such itemized Permit Fees within three (3) business days of Owner's receipt of such list. Upon Owner's approval of the Permit Fees, Engineer shall pay all approved Permit Fees as required by applicable laws. Engineer shall prepare an invoice detailing all Permit Fees paid by Engineer. In addition to the compensation for Services and Reimbursable Expense, Owner shall pay Engineer the actual cost of all Permit Fees.

4. **Payments to the Contractor.**

(a) Payments are due and payable upon the Owner's receipt of an invoice detailed as provided below from the Contractor. Undisputed amounts unpaid sixty (60) days after the receipt of such invoice shall bear interest at the rate of three percent (3%) per annum.

(b) By the 15th of each month, the Contractor shall submit a detailed invoice to Owner by electronic mail, which identifies the specific tasks of the Services performed by the Contractor and/or its Subcontractors (as defined in Paragraph 17) in the preceding month. Each invoice shall clearly set forth in single line items: a detailed description of each action performed by each person (with their corresponding billing rate) and the time required to perform such action to the nearest tenth of an hour. The invoice shall also generally describe the relative percentage of completion for each Task (as identified in the RFP), the total cumulative amount invoiced for each Task, the total remaining compensation for completing each Task, any supporting documentation and the overall percentage of the Project's Services completed as of the date of such invoice. Progress reports shall accompany each invoice in MS Word format.

(c) If the Owner determines that the Contractor's invoice lacks sufficient detail or inappropriately block bills, the Owner will notify the Contractor promptly. Contractor shall revise the invoice in accordance with the requirements of this Agreement and resubmit to the Owner.

(d) No payments made under this Agreement shall be evidence of the proper performance of this Agreement, either in whole or in part, and no payment, including the final payment, shall be construed to be an acceptance of defective or improper services or relieve the Contractor of its responsibility to perform its services in a professional manner and in accordance with the terms of this Agreement.

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

5. **Equipment and Supplies.** The Contractor shall supply any equipment and supplies required to render the Services, except as otherwise provided herein, at no additional cost to Owner.

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

7. **Term.** This Agreement shall commence as of the Effective Date, and it shall continue in effect until (i) such time when the Services have been completed in their entirety, or

(ii) this Agreement is terminated in accordance with the provisions of Sections 14 or 16(c) hereof, whichever is earlier (the “*Term*”).

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

9. **Confidentiality and Non-Disclosure.**

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

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

(c) Notwithstanding Sections 9(a) and 9(b), the Contractor shall not have any obligations under this Agreement with respect to information which (i) is already known to the Contractor (as evidenced by the Contractor’s prior written records) or is publicly available at the time of disclosure; (ii) is disclosed to the Contractor by a third party, unless the Contractor is aware that the third party is subject to an obligation of confidentiality with respect to such information; (iii) becomes publicly available after disclosure through no act of the Contractor; or (iv) is independently developed by the Contractor without breach of this Agreement. Notwithstanding Sections 9(a) and 9(b), the Contractor may use and disclose any information (i) to the extent required by an order of any court or other governmental authority, or (ii) as necessary for the Contractor to protect its interest in this Agreement, but in each case only after the Owner has been so notified and had the opportunity to obtain reasonable protection for such information in connection with such disclosure.

10. **Copyrights and Licenses.**

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

(b) Drawings, specifications, reports, data and other documents, including, without limitation, those in electronic form, prepared by the Contractor and/or its Subcontractors in connection with the Services are the property of the Owner who shall be vested with all common law, statutory and other reserved rights. At the Owner's request, the Contractor and/or its Subcontractors shall provide the Owner and any third party designated by the Owner, a full and complete release, in a form and substance acceptable to the Owner, of any and all rights the Contractor and/or its Subcontractors may have to the drawings, specifications, reports, data and other documents prepared by the Contractor and/or its Subcontractors in connection with the Services.

11. **Insurance & Indemnity.**

(a) During and throughout the entire Term of this Agreement, the Contractor and its Subcontractors shall maintain all such insurance products with the limits set forth below:

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

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

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

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

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

(vi) Worker's Compensation – with coverage in compliance with the statutory requirements including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the City.

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

(b) Within five (5) calendar days of the Owner's transmittal of the Notice of Award, the Contractor shall furnish to the Owner 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 additionally insured under the Comprehensive General Liability, Products & Completed Operations, Automobile Liability, and Excess Umbrella coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the Owner. Such certificate shall be issued to City of Reading, Attn:

Risk and Safety Coordinator, 815 Washington Street, Reading, PA 19601. Contractor's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause. Coverage should be provided by ISO Endorsements CG20 10 07 04 and CG2037 07 04 or their equivalent.

(c) All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide – Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the Owner.

(d) Except as set forth above with respect to the Products & Completed Operations Insurance policy, each insurance policy shall remain in full force and effect until the expiration or termination of the Agreement or until all duties to be performed hereunder by the Contractor have been performed to the satisfaction of the Owner, whichever shall occur later.

(e) All Subcontractors performing work under the Agreement must also carry, at its own expense, the same insurance products in the same coverage amounts that the Contractor is required to carry, as identified above, during the term of the Agreement. No Subcontractor shall perform any work associated with the Project unless and until the Owner reviews and approves the certificates of insurance provided by such Subcontractor.

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

12. **Representations and Warranties.**

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

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

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

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

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

13. **Correction of Services.** The Contractor shall promptly correct any Services rejected by the Owner or failing to conform to the requirements of this Agreement, whether discovered before or after the Term. Costs of correcting such rejected or nonconforming Services, including, but not limited, any additional labor or materials of the Contractor, its Subcontractors, the Owner or the Owner's agents, made necessary thereby, shall be at the Contractor's cost and expense. If the Contractor fails to correct such rejected or nonconforming Services within a reasonable time after receiving notice from the Owner, the Owner or its agents may correct such Services and the Contractor shall pay the Owner all costs, expenses, losses and damages incurred by the Owner to make such correction.

14. **Termination.**

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

(b) In the event the Owner terminates this Agreement pursuant to Section 14(a), the Owner may assess any legal fees, professional fees, costs and expenses, including, but not limited to, employee time attributable to said event, to the Contractor. The Contractor shall immediately reimburse the Owner for the same. In the event the Contractor fails to adhere to a contractual provision or other requirement of this Agreement, whether the subject provision is material or not, to the extent the Owner incurs legal fees, professional fees, costs or expenses, of any kind in the Owner's attempt to enforce such provision, the Contractor shall be liable to the Owner for the same. In such event, the Owner may deduct such amounts from any fees required to be paid to the Contractor pursuant to this Agreement.

(c) The Owner may terminate this Agreement upon not less than seven (7) days written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated only for

Services performed prior to termination. After the Owner has made such payment, the Owner shall have no further obligation or liability to the Contractor with respect to this Agreement.

(d) If the Owner fails to make payments to the Contractor of any undisputed amounts due in accordance with this Agreement without just cause relating to Contractor's failure to perform in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of services under this Agreement. In the event of a suspension of services, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Contractor shall be paid all sums due prior to suspension. Prior to any suspension of services or termination of this Agreement, the Contractor shall give sixty (60) calendar days' written notice to the Owner during which period Owner may cure its nonperformance by making payment of all sums due to Contractor and not in dispute.

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

15. **Claims for Consequential Damages and/or Incidental Damages.** The Contractor waives claims against the Owner for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages and/or incidental damages, due to either the Contractor and/or the Owner's termination in accordance with Sections 14 or 16(c). Notwithstanding anything else to the contrary in this Agreement, the Owner shall have the right to recover consequential damages and/or incidental damages from the Contractor to the extent permitted by law.

16. **Equal Employment Opportunity.**

(a) During the performance of the Agreement, the Contractor shall not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Owner may elect to provide the Contractor with the required

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

(c) In the event of the Contractor's noncompliance with Section 16(a), Section 16(b) or with any applicable laws, the Agreement may be canceled, terminated, or suspended in whole, or in part, by the Owner. In such event, the Contractor may be declared ineligible for further Owner contracts. The Contractor shall include the paragraphs set forth in this Section 16 in every subcontract or purchase order.

17. **Employment of Certain Persons Prohibited.** No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by the Agreement.

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

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

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

21. **Communicating with Governmental Agencies.** Notwithstanding anything to the contrary in this Agreement, the Contractor shall provide the Owner with notice before communicating with any governmental agencies about any information related to the Services. The Owner shall be provided with the opportunity to direct all communications with governmental agencies.

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

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

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

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

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

27. **Assignment.** This Agreement is a personal service contract and may not be assigned by the Contractor without the prior written consent of the Owner.

28. **Third Party Beneficiaries.** The parties acknowledge and agree that the Owner shall be named as a third party beneficiary of any and all agreements by and between the Contractor and any of its Subcontractors and the Owner shall have the rights of enforcement and remedies against the Contractor’s Subcontractors as are available to the Owner hereunder. Furthermore, the parties acknowledge and agree that none of the Owner’s obligations and duties under this Agreement shall in any way or manner be deemed or construed to create any obligation of the Owner to any person or entity other than the Contractor.

29. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by certified or registered mail, return receipt requested, or by facsimile transmission with confirmation, to such party at its address set forth below:

If to the Owner:	Managing Director City of Reading 815 Washington Street Reading, PA 19601
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Fax No.: (610) 655-0223

With a copy to:

City Solicitor
City of Reading
815 Washington Street
Reading, PA 19601
Fax No: (610) 655-6427
solicitor@readingpa.org

If to the Contractor:

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

31. **Survival.** In the event of any termination of this Agreement, Sections 9, 10, 11, 13, 14, 31 hereof shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns.

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

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

34. **Exhibits.** Unless otherwise indicated, references to this Agreement shall be interpreted to include the main body of this Agreement and the Exhibits. In interpreting this Agreement and resolving any conflicts, inconsistencies, discrepancies or ambiguities between and/or within this Agreement and the Exhibits attached hereto, the main body of this Agreement takes precedence over the Exhibits. Any conflict, inconsistency, discrepancy or ambiguity of the scope of services shall be resolved in favor of the performance of the greater degree, quantity or quality of services (as determined by the Owner). All other conflicts, inconsistencies, discrepancies or ambiguities between or among the Exhibits shall be governed by the provisions of the Exhibits in the following listed order:

- (a) Exhibit C: Service Compensation Schedule
- (b) Exhibit D: Project Schedule

- (c) Exhibit A: Request for Proposals
- (d) Exhibit B: Contractor's Proposal

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

The City of Reading:

By: _____

Name: _____

Title: _____

The Contractor:

By: _____

Name: _____

Title: _____