

REQUEST FOR PROPOSALS
CONSULTING SERVICES FOR
LOCAL LIMITS DEVELOPMENT
AND RELATED PRETREATMENT PROGRAM SUPPORT

CITY OF READING

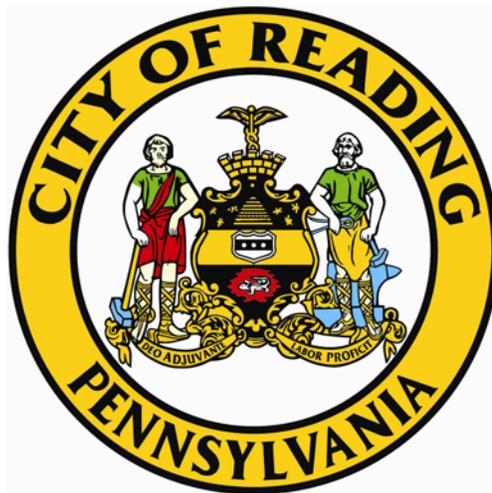


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I. REQUEST FOR PROPOSALS

The City of Reading (“City”) is soliciting proposals (each, a “Proposal”) from selected consulting firms (each, a “Proposer”) for the delivery of consulting services for the evaluation and development of Local Limits and other related Industrial Pretreatment Program support, hereinafter referred to as the “Project”. The City is required to perform certain projects under a Department of Justice (“DoJ”) Consent Decree, as modified, entered with the Federal District Court for the Eastern District of Pennsylvania in Civil Action No. 04-05696 (“Consent Decree”). The Consent Decree requires the City to complete various upgrades to the Fritz Island Wastewater Treatment Plant (“WWTP”) and the City’s sewer collection and conveyance system (“System”) as well as perform certain tasks relative to the US EPA-mandated Pretreatment Program (“Pretreatment”). In the context of the WWTP upgrades, PA DEP issued a renewal to the NPDES permit requiring the re-evaluation of the local limits based upon a headworks analysis.

The submission of a statement of qualifications by each firm as part of their technical and cost proposals is required by the City’s Administrative Code and Purchasing Policy. The City will solicit Technical Proposals and Cost Proposals to be submitted in separate, sealed envelopes which are collectively defined as the “Proposal”. The City intends to award the contract to the most qualified firm that provides a cost effective and technically sound proposal as may be most advantageous to the City.

The City reserves the right to award all, some or none of the consulting services set forth in this Request for Proposals (“RFP”) to any one or more Proposers based on the City’s review and assessment of the Proposals meeting the criteria set forth herein. In the event the City awards consulting services pursuant to this RFP, the Proposer selected by the City (the “Selected Consultant”) may lead one or more subconsultants (“Subconsultants”) to perform the services requested by the City pursuant to this RFP.

II. INTRODUCTION

A. PURPOSE

The intent of this Project is to develop Local Limits based upon site-specific conditions in the City’s wastewater collection and treatment facilities (“System”) and be consistent with US EPA regulation, policy, and guidance. Local Limits will be developed and implemented by ordinance and through industrial waste discharge permits to prevent the introduction of pollutants into the System which will cause interference with the operation of the POTW, pass through the POTW untreated, or interfere with the use and disposal options of biosolids, and/or guard against conditions that may adversely impact City worker health and safety.

B. SCOPE OF SELECTED CONSULTANT’S BASIC SERVICES

Local limits shall be developed based on site-specific conditions at the Publicly-Owned Treatment Works (POTW) and shall be consistent with U.S. EPA’s 2004 Local Limits Development Guidance document and any applicable State regulation. Local limits shall be developed to protect against pass through and interference, protect sludge disposal options, and protect worker health and safety (see 40 CFR Section 403.2).

Proposers shall provide a description of the services and deliverables to be provided as part of this project. Included within these services shall be a project schedule with estimated timelines for completion of key elements of the project.

Local limits shall be based on the Maximum Allowable Headworks Loading (MAHL) and Maximum Allowable Industrial Loading (MAIL) calculated for each Pollutant of Concern (POC). Developing and implementing local limits includes the following steps and should be discussed in the response to the RFP:

1. Establish a firm project schedule and tasks.
2. Review of data and information collected and analyzed by the City to develop complete understanding of existing processes and future process changes as may impact local limits development or limits proper.
3. Review of sampling plan and initial Pollutants of Concern as developed by the City.
4. Receive and analyze the sampling data.
5. Develop a final Pollutants of Concern (POC) list for local limits development.
6. Calculate a MAHL and MAIL for each POC using a spreadsheet and provide spreadsheet to City.
7. Provide training to City staff and management on the local limits development and software and/or spreadsheets used.
8. Make recommendations regarding specific decisions for setting final local limits considering existing major permitted industrial users and their discharge characteristics.
9. Develop legal authority language to reflect updates to local limits.
10. Develop a submittal package for submission to US EPA.
11. Provide City technical support in response to US EPA.
12. Provide Public Notice support for local limits adoption and enforcement.
13. Review existing sewer use ordinances and provide ordinance updates as may be required to support the adoption and implementation of the local limits throughout the service area.

The Consultant shall approach the local limits evaluation by utilizing existing data to the greatest extent possible. The development of defensible and technically-based local limits must be based on data that is sufficient to withstand critical review by the EPA and industrial dischargers. The Consultant shall obtain all relevant available data from the City. This task shall include data reduction into a consistent electronic format and auditing against raw lab data. Consultant shall coordinate with City staff to identify potential additional necessary sampling, analysis, or data.

C. ADDITIONAL SERVICES

This additional support is not included in this RFP, but consultant shall specify its hourly charges for this potential additional support as part of the response to this RFP. For up to five years from the initial contract award, the City may request additional support from Consultant including but not limited to:

- assisting in evaluating the potential impact local limits have on the current and future industries,
- using industrial user impact evaluations to provide recommendations to the City on the type of local limits to be adopted and options for implementing Best Management Practices, where appropriate,
- evaluating streamlining impacts with new local limits,

- developing compliance tracking spreadsheets and documents related to enforcement,
- evaluating pretreatment and laboratory information management software and systems, and
- surveying and evaluating non-residential customer permitting needs.

D. BACKGROUND INFORMATION

1. Introduction

The City owns and operates a regional wastewater System with a WWTP. The City provides wastewater treatment and conveyance services for all or portions of the following municipalities (the “Contributing Municipalities”):

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

The City of Reading, Pennsylvania has a population of approximately 82,000 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) originally designed to treat 28.5 million gallon per day (MGD) 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.

2. History of System and Fritz Island WWTP

The original System and WWTP were constructed in the late 1800s on the opposite side of the Angelica Creek from the current WWTP’s Fritz Island location. In 1908, the City moved some portions of the treatment plant and constructed a larger facility on the current Fritz Island site with additional improvements occurring in 1929. In 1959, the plant was expanded to treat 15 MGD via the construction of primary clarification, two rock media primary trickling filters, one new clarifier for intermediate clarification, a pump station to convey the flow from the intermediate clarifiers to

the two newly constructed secondary rock media trickling filters, three final clarifiers, and a chlorine contact channel prior to discharge of the treated effluent to the Schuylkill River.

As population growth continued within the City limits and in the suburban area surrounding the City, the WWTP was expanded to accommodate the increased flows. Construction was completed in 1988 that increased the WWTP capacity to 28.5MGD with the addition of one primary clarifier and one plastic media trickling filter which could be used as either a primary or secondary trickling filter. Intermediate clarification was increased by converting one of the original final clarifiers to an intermediate clarifier and constructing an additional intermediate clarifier. From the unchanged secondary trickling filters, the flow was then pumped to three new tertiary clarifiers followed by an innovative fixed film contact aeration system designed for ammonia nitrogen removal. In addition, one new final clarifier was constructed and the chlorine contact tank was modified to provide for better disinfection prior to discharge to the Schuylkill River. With regard to the solids handling, the original secondary digester was converted to become a primary digester and two new secondary digesters were constructed.

In 2001, the City completed additional construction improvements to the WWTP. The City expanded solids handling facilities and covered/scrubbed the air from particular treatment units. Additionally, the two existing belt filter presses were increased to four belt filter presses, the prior elutriation tanks were removed from service as gravity thickeners and mechanical gravity belt thickeners were purchased and installed. Improvements to the grit chamber to handle additional flow, as well as, to the headworks facilities at the treatment plant proper were constructed in 2001 and substantially complete by 2003. Attachment XX includes flow schematics for the service area and existing WWTP processes.

3. Existing Treatment Processes

The WWTP process train consists of grit and screenings removal at the 6th & Canal Pump Station and Fritz Island Grit Chamber headworks facilities. From there the remaining treatment occurring at Fritz Island WWTP includes: primary clarifiers, first stage trickling filters, intermediate clarifiers, second stage trickling filters, tertiary clarifiers, ammonia removal utilizing a submerged fixed film/contact aeration system, final clarifiers, disinfection using chlorine and dechlorination with sulfur dioxide.

Solids from the primary clarifiers are pumped to the sludge mix tank (or one of the three primary digesters). Secondary solids are pumped from the intermediate, tertiary, and final clarifiers to the sludge mix tank (or to the head of the WWTP). The sludge mix tank feeds the gravity belt thickeners, and the thickened liquid is introduced into one of the three primary digesters. The blended digested liquid biosolids are pumped from the primary digesters into one of two secondary digesters. From this point, the liquid becomes the feed for dewatering via the belt filter press. All the treatment plant biosolids are dewatered in-house prior to ultimate disposal at a permitted landfill. As previously discussed, the City removes grit and screenings at two locations - the 6th & Canal Pump Station and Fritz Island Grit Chamber.

4. Collection System

The System includes four pumping stations. The 6th and Canal Street Pump Station is the oldest and conveys flow from nine of the twelve Contributing Municipalities, approximately three-quarters of the flow received at the WWTP.

The next largest pump station is the 18th Ward Pump Station, which serves five Contributing Municipalities and the City. The 19th Ward Pump Station services four Contributing Municipalities and parts of the City. The flow from the 19th Ward Pump Station is conveyed via the 6th and Canal Street Pump Station before being received at the WWTP. A very small pump station in the West Reading area conveys flow to the WWTP from several homes near the City limit and is tributary to the 18th Ward PS. The sewer lines from the influent gravity lines, 6th and Canal Pump Station, and Cumru's Flying Hills Pump Station all converge in a primary distribution box where recycled flows are returned to the head of the WWTP.

In a typical sewer system, pipe 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. 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 current or prior infrastructure.

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 will surcharge in an upstream manhole and flow in a different direction but ultimately reach the same destination downstream via a different flow path. This design and layout ultimately impacts the ability to sample certain areas exclusively.

5. Industrial Pretreatment Program

The City is responsible for the US EPA-mandated program throughout the service area in accordance with Intermunicipal Agreements with the Contributing Municipalities. Currently, thirty-six (36) significant industrial users re-permitted, of which ten (10) are categorical. Additionally, the city permits eleven (11) non-significant industrial users. The currently permitted industries are contained within four (4) Contributing Municipalities and the City.

6. Consent Decree

In April 2003, the City was requested to meet with the DoJ, United States Environmental Protection Agency (“USEPA”) and Pennsylvania Department of Environmental Protection (“PADEP”) to discuss repeated permit violations from the WWTP. As a result of the permit violations, DoJ initiated a civil enforcement action against the City in the United States District Court for the Eastern District of Pennsylvania. The civil enforcement action was settled and culminated in a Consent Decree. The Consent Decree detailed numerous interim measures the City was required to undertake to develop, implement, and maintain various WWTP and System management systems to improve operations and maintenance. Additionally, the Consent Decree required that the City perform a comprehensive evaluation of the WWTP facilities; develop a rehabilitation plan and capital improvements plan to upgrade the WWTP as necessary to ensure permit compliance based on the projected treatment needs of its service area. Similarly, the Consent Decree required evaluations of the System to develop a Rehabilitation Plan to address extraneous flows, and it detailed actions, studies, and reporting relative to Pretreatment.

The City evaluated the hydraulics, liquid process and solids process of the WWTP under the assumption that the long term annual average flow at the WWTP would be 28.5 MGD the City’s current WWTP design flow. After consulting with PADEP, the City conducted an Act 537 Special Study planning update to critically evaluate the future treatment needs of the WWTP service area. When all flow allocations were combined for the City and the contributing municipalities, a total flow and WWTP capacity was determined to be 20.5 MGD by the year 2035 which is what the WWTP upgrades are using for a design flow and is incorporated into the most recent NPDES permit.

As recommended by the approved “*Final Act 537 Special Study*”, the following upgrades are to be implemented at the Fritz Island WWTP which is being done in three distinct phases as listed below.

- a. Fritz Island Wastewater Treatment Plant Upgrades Liquids Project
The recommended liquids treatment alternative involves the replacement of the trickling filters with a new activated sludge biological system including new RAS/WAS pumping station. Project includes new final clarifiers and new river outfall and improvements to the primary clarifiers and the chlorine disinfection system.
- b. Fritz Island Wastewater Treatment Plant Upgrades Solids Project
The recommended solids treatment alternative is to co-thicken primary and secondary sludge followed by anaerobic digestion and centrifuge dewatering. The existing primary anaerobic digesters are being rehabilitated and the existing solids handling building is being renovated to accommodate the centrifuges as well as additional sludge thickening and dewatering equipment.
- c. Secondary Digester Rehabilitation Project (Part 2)
The scope of this Specific Project includes the conversion of a secondary digester into a primary anaerobic digester, including the replacement of digester covers various electrical systems.

7. Local Limits Status

The City has reviewed and updated prior local limits sampling plans and conducted sampling throughout the collection system to obtain representative background analysis for areas contributing primarily residential and commercial flows. This considered newer and older residential construction, commercial, and institutional strength as well as the varying potable water suppliers present in the service area. Additionally, the City's POTW sampling examined the influent received into the treatment units for both liquid and solids. The City recognizes that the change in permitted capacity and the impending change in treatment technologies may impact the local limits developed and allocations available for industries.

E. ADDITIONAL INFORMATION

Technical documents associated with the Project may be made available by the City to the Proposers if deemed necessary by the City for the Proposers to prepare a Proposal and evaluate the services required herein. The means of delivering the technical documents associated with this RFP may include e-mail transmittal; upload to a secure ftp site for downloading by the Proposers, or overnight mailing of a CD.

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

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

F. PROJECT SCHEDULE

The Selected Consultant shall begin work within five (5) days of the City's issuance of a Notice to Proceed, which may be issued prior to the Contract being fully executed. The initial activities of the Selected Consultant shall be to work with the City to review the Project schedule and budget and develop and present a work approach to the City.

A proposed schedule for the completion of the Project is set forth in this RFP and is incorporated herein. Each Proposer shall provide a detailed Project schedule including these milestones as part of the Proposal and discuss its ability to meet the proposed schedule.

III. PROPOSAL CONTENT

While there is not a specific 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.

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. Company Overview: Provide an overview of the prime firm.
2. Project Qualifications and Experience
 - a. The Proposer shall demonstrate its knowledge and understanding of the Project with specific examples of similar efforts. Include a summary of each such relevant project experience by the Proposer.
 - b. The Proposer shall submit at least three (3) of its clients (including names and phone numbers) as references and describe the relevant project for such clients.
 - c. The Proposer shall indicate its local knowledge and understanding.
 - d. The Proposer shall identify any and all current municipal and / or quasi-municipal clients within the Contributing Municipalities and the County of Berks.
 - e. The Proposer shall identify any and all current industrial clients within the Contributing Municipalities and the County of Berks.
 - f. The Proposer shall identify and briefly explain any actual or potential conflicts of interest that might result if the Proposer is selected by the City.
3. Consulting Team: Organization charts identifying (a) the Project Manager, (b) a description of staff roles, (c) a description of Subconsultant roles, and (d) the qualifications, experience and office address for each proposed individual that the Proposer will use to perform the Project (the “Consulting Team”). Résumés, limited to two (2) pages each, for each individual on the Consulting Team shall be included in an appendix to the Proposal.
4. Project Approach: The Proposer shall describe its understanding and approach to completing the Project, including the following:
 - a. The Proposer shall detail the scope of work to be provided under each phase of work.
 - b. The level of effort under these tasks shall be based on an assumed number and extent of activities over the full Project time frame.
 - c. All work necessary to complete the work and not specifically identified in Article II, Section B of this RFP, including any impacts on the Schedule shown in this RFP.

5. Schedule: The Proposer shall also provide a preliminary Project schedule showing the planned approach, key task activities and milestones necessary to meet the Project schedule. The Proposer shall identify significant potential risks that may impact the schedule with recommendations for the mitigation and/or elimination of such risks.
6. Financial Soundness of Proposer: The Proposer's most recent certified annual report, including balance sheets and profit and loss statements, must be submitted with the Proposal. All information pertaining to the financial soundness of the Proposer shall be marked by the Proposer as "Confidential". The City of Reading will contract only with a Proposer found to be financially sound. In addition, the City should be notified if there is (are) a major claim(s) against the Proposer that could affect its ability to perform the Project.

B. COST PROPOSAL

Payment for services under this Project shall be on a time and materials (T&M), not-to-exceed fee basis. The Proposal shall include a "Cost Proposal" which shall identify a schedule of the proposed hourly billing rates for all members of the Consulting Team as well as a total not-to-exceed fee for all of the Selected Consultant's services to complete the Project. The Proposal shall include a detailed spreadsheet showing the hours, labor costs, expenses and total cost for each task in the Project. The Cost Proposal shall include a not-to-exceed budget for reimbursable expenses, including but not limited to mileage, tolls and document reproduction. The Cost Proposal shall also estimate all potential fees associated with obtaining all permits required to complete the Project in accordance with applicable laws. Expenses for telephone, FAX and computer charges will not be allowed.

If the Proposer anticipates additional services not addressed in the bid form which, in its opinion, will be required for the Selected Consultant to complete the Project, such additional services shall be noted on the bid form, with a general explanation of the services, a brief justification as to why such services may be required, and a corresponding proposal for the cost of such services.

The Selected Consultant will invoice the City in accordance with the process set forth in the Cost Proposal as it is incorporated in the Contract for its performance of the Project. Unless otherwise approved in writing by the City's Managing Director, the Selected Consultant shall not be entitled to any payment from the City in excess of the not-to-exceed fee provided in the Cost Proposal and incorporated in the Contract.

The Proposer shall also provide a schedule of hourly billing rates in the event that the City requests, in writing, additional services are performed outside of the scope of services specified herein.

C. ASSIGNMENT OF KEY STAFF

The key member(s) of the proposed Consulting Team must be identified and assigned to the Project and must remain assigned and available to the Project for its duration unless such person leaves the employment of the Selected Consultant or the City agrees in writing to modify the proposed Consulting Team. If a key member leaves the employment of the Selected Consultant during the course of the Project, the City must be notified immediately, and the Selected

Consultant must submit the name 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. Any Subconsultant identified in the Proposal shall also execute a Non Discrimination Statement and Political Contribution Affidavit, as such documents are set forth below. All such executed documents shall be included with the Proposal.

Each Proposer and any Subconsultants identified in the Proposal shall provide a completed Proposer's Statement for Public Disclosure, as such form is set forth below, with the Proposal.

IV. PROPOSAL PROCESS

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

A. PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference scheduled in association with this RFP. .

B. PROPOSER'S CLARIFICATION AND QUESTIONS

To ensure fair consideration for all Proposers, the City prohibits communication to or with any City official, department director, division manager, employee, or the Project/Construction Manager 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 **2 p.m. EDT, Tuesday, October 14, 2014**. It is the City's intent to review these questions, and provide a response to all of the Proposers (anonymously) by **3 p.m. EDT, Wednesday, September 22, 2014**. All questions and associated correspondences should be submitted to:

- Tammi Reinhart, Purchasing Coordinator, 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.

C. CONFIDENTIALITY OF THE PROPOSAL

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

Trade secrets and other confidential proprietary data contained in the Proposal may be held confidential if the Proposer requests 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.

D. EVALUATION OF PROPOSALS

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

1. Experience, qualifications, and commitment of the Consulting Team
 - a. The degree to which the personnel on the Consulting Team have held responsible 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 regulatory permitting region; 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.

E. 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 Local Limits Development” and “Cost Proposal for Local Limits Development”, 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 p.m. EDT, October 30, 2014** (the “Proposal Opening”). Proposals received at the Office of the Purchasing Coordinator after the time specified will not be considered by the City.

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

G. PROCEDURE FOR REVIEW OF PROPOSALS

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

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

The City may arrange for meetings or interviews with one or more of the Proposers to clarify any aspect of 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 Selected Consultant. The City will contact the Proposers selected for an interview with the date and time for their respective interviews.

H. WINNING PROPOSAL

The City will select a winning Proposal if the City determines that an appropriate, acceptable and complete Proposal is submitted by a responsible Proposer which the City, at its sole and exclusive discretion, determines will provide the best overall value to the City.

V. CONTRACT TERMS REQUIRED TO COMPLETE THE PROJECT

The City will notify the selected Proposer with a “Notice of Award”. The selected Proposer and the City will execute a contract, in a form substantially similar to the proposed contract attached to this RFP as Attachment 3, for the completion of the services identified in this RFP (the “Contract”) within seven (7) calendar days after the City’s transmittal of the Notice of Award. If the selected Proposer does not accept the Contract presented by the City within such time, the City may, in its sole discretion, withdraw the Notice of Award. Subject to the City’s reservation of rights below, the City may select another Proposer to award the Contract or withdraw the RFP.

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

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

A. INSURANCE

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

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

The minimum amount of liability insurance to be maintained by the Selected Consultant and its Subconsultants are identified in the Contract.

B. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Contract, the Selected Consultant agrees as follows:

The Selected Consultant will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Selected Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Selected Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The City may elect to provide the Selected Consultant with the required form notice.

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

In the event of the Selected Consultant's noncompliance with the non-discrimination clauses above or with any applicable laws, the Contract may be canceled, terminated, or suspended in whole, or in part and the Selected Consultant may be declared ineligible for further City contracts.

The Selected Consultant shall include the paragraphs set forth in this 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 Selected Consultant and the City's authorized representative and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by a written agreement and signed by the City's Managing Director.

E. SUBCONTRACTS

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

F. RIGHT TO AUDIT RECORDS

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

G. DISSEMINATION OF INFORMATION

During the term of the Contract, the Selected Consultant may not release any information related to the 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 Selected Consultant shall indemnify and hold harmless the City, its officers, agents, and employees from all liability or damages which may be incurred by reason of the Selected Consultant's unapproved dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the Contract by the Selected Consultant or its agents or employees.

H. BUSINESS PRIVILEGE LICENSE AND TAX

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

J. OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

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

VI. RESERVATION OF RIGHTS

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

- a. To reject all Proposals and re-issue the RFP at any time prior to execution of a final Contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms

and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.

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

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 Antirigging 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 firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the Proposal.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

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

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

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

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

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

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

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

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

I state that _____ understands
(Name of Proposer)

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

Name: _____

By: _____
Authorized Signatory

Title: _____
President or Vice President

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

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 Subconsultant the Proposer identifies in the Proposal. To the extent a Subconsultant is identified by the Selected Consultant after submission of the Proposal, said Subconsultant shall sign this Political Contribution Affidavit prior to performing any services on behalf of the City.
3. If the Proposal is submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and a Political Contribution Affidavit must be submitted separately on behalf of each party.
4. Failure to file a Political Contribution Affidavit in compliance with these instructions will result in disqualification of the Proposal.

POLITICAL CONTRIBUTION AFFIDAVIT

State of _____

County of _____

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

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

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

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

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

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

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

I state that _____ understands
(Name of Proposer)

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

Name: _____

By: _____
Authorized Signatory

Title: _____
President or Vice President

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

Notary Public

My Commission Expires: _____

PROPOSER'S STATEMENT FOR PUBLIC DISCLOSURE

If space on this form is inadequate for any requested information, 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%.

	POSITION TITLE (if any) AND
--	-----------------------------

NAME, ADDRESS & ZIP CODE	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 firm listed under Item 4 or Item 5 above:

7. Is the Proposer a subsidiary of or affiliated with any other corporation or any other firm or firms?

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

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 Subconsultant:

a. Name and address of such Subconsultant:

Name of Subconsultant	Address

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

___YES ___ NO. If yes, explain:

c. Outstanding contract bids of such Subconsultant:

Awarding Agency	Amount	Date Opened
	\$	
	\$	

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

11. a. Does any member of the governing body or employee of the Local Public Agency or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Proposer or in the Proposer's performance under the contract? ___YES ___NO. If yes, explain:

b. Does any member of the governing body of the locality in which the Public Improvement Project is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Proposer or in the Proposer's performance under the contract? ___YES ___NO. If yes, explain:

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: Proposed Contract

CONSULTING AGREEMENT

This **CONSULTING 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 City of Reading, Pennsylvania, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the “*Owner*”), and [redacted], a [redacted] [redacted] (the “*Consultant*”).

Background

The Owner desires to engage the Consultant for the delivery of consulting and engineering services for the project management, engineering and planning services 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 Consultant’s proposal thereto, attached hereto as Exhibit B and incorporated herein (collectively, the “*Services*”).

Agreement

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

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

2. **Performance of Services.**

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

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

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

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

SharePoint) for all documents or data used or created in connection with the Services (“**Electronic Database**”). The Consultant shall ensure that the 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 Consultant 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 Consultant shall continuously comply with the obligations set forth in this Paragraph 2(d). The Consultant agrees that any failure to do so shall be grounds for the Owner to seek from a court immediate injunctive relief.

3. **Compensation.**

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

(b) In the event of any dispute between the Owner and the Consultant 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 Consultant, shall continue to perform its duties and responsibilities under this Agreement, including, without limitation, the Services, during the pendency of such dispute.

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

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

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

7. **Independent Contractor.** The Consultant is an independent contractor and shall not be deemed an employee of the 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.

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

(a) In connection with the provisions of the Services to the Owner, the Consultant 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 Consultant as confidential and/or proprietary information, regardless of whether such information was or is transmitted orally, in writing, electronically or other form, or whether such information was or is tangible or intangible or observed.

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

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

9. **Copyrights and Licenses.**

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

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

10. **Insurance & Indemnity.**

(a) During and throughout the entire Term of this Agreement, the Consultant and its Subconsultants 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 Selected Consultant 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.

(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 Consultant 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 additional insureds under the Comprehensive General Liability, Products & Completed Operations, Automobile Liability, and Excess Umbrella coverages, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the Owner. Such certificate shall be issued to [REDACTED].

(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 Consultant have been performed to the satisfaction of the Owner, whichever shall occur later.

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

(f) The Consultant 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 Consultant or its Subconsultants, or any of their officials, officers, employees and/or agents or anyone directly or indirectly employed by them or anyone whose acts or omissions they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The Consultant shall further indemnify, defend and hold harmless the 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 Consultant or its Subconsultants in the performance of the Services.

11. **Representations and Warranties.**

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

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

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

(d) The Consultant represents and warrants that any and all statements that it made in its response to the RFP, including, but not limited to, those statement made in documents provided to the 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.

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

13. **Termination.**

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

(b) In the event the Owner terminates this Agreement pursuant to Section 13(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 Consultant. The Consultant shall immediately reimburse the Owner for the same. In the event the Consultant fails to adhere to a contractual provision or other requirement of this Agreement, whether the subject provision is material or not, to the extent the Owner incurs legal fees, professional fees, costs or expenses, of any kind in the Owner's attempt to enforce such provision, the Consultant 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 Consultant pursuant to this Agreement.

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

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

14. **Claims for Consequential Damages and/or Incidental Damages.** The Consultant waives claims against the 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 Consultant and/or the Owner's termination in accordance with Sections 13 or 15(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 Consultant to the extent permitted by law.

15. **Equal Employment Opportunity.**

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

(b) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Owner may elect to provide the Selected Consultant with the required form notice. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

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

17. **Subcontracts.** The Consultant shall not subcontract work under the Agreement unless prior written approval is granted by the Owner. Each person or entity which the Consultant subcontracts with to perform Services, as approved in writing by the Owner (each a "***Subconsultant***"), 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.

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

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

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

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

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

23. **Alterations, Modifications or Additions of the Services.** The Services will be under the supervision of the Owner or its authorized representatives, agents or other consultants. In the event the Consultant determines that any alteration, modification or addition to the Services is warranted (“*Additional Services*”), the Consultant shall submit a proposal to the 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 Consultant shall obtain the prior written approval from the Owner’s Managing Director before performing any Additional Services. The Consultant shall not be entitled to additional compensation for any work or materials associated with Additional Services unless it received such approval. If approved by the Owner’s Managing Director, the Consultant shall perform or cause to be performed such Additional Services in accordance with the terms of this Agreement.

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

The City of Reading:

By: _____

Name: _____

Title: _____

The Consultant:

By: _____

Name: _____

Title: _____

Exhibit A

Request for Proposal

Exhibit B

Consultant's Proposal

Exhibit C

Service Compensation Schedule