

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9286

DATE 3-31-22

TITLE

RESOLUTION AWARDING CITY PAVING CONTRACT – CONSTRUCTION INSPECTION
SERVICES TO BASSETT ENGINEERING

BE IT HEREBY RESOLVED, by the City Council of the City of Williamsport that the City Paving Contract – Construction inspection services, for the 2022 Construction year be awarded to Bassett Engineering for a not to exceed amount of: **\$46,318.98**. Anticipated funding is Liquid Fuels.

BE IT FURTHER RESOLVED, that the attached agreement is approved and the appropriate city officials are authorized and directed to execute the agreement, and that a copy of this executed agreement then be forwarded to **Bassett Engineering**, via email.

Approved

Jamie M. Frank
City Clerk

[Signature]
President



March 4, 2022

City of Williamsport
245 West Fourth Street
Williamsport, PA 17701

Re: Proposal for Construction Inspection for City Paving Contract for 2022 Construction

Dear City Council:

Bassett Engineering is pleased to submit our cost proposal to provide Construction Inspection Services to the City of Williamsport for the City Paving Contract for 2022 Construction. Upon reviewing the scope of work and evaluating the numerous locations tabbed for resurfacing, Bassett is confident that the inspection team listed in our proposal is more than capable of delivering a high-quality paving project. The inspection team's knowledge and experience directly fits what the City of Williamsport is looking for and will perform in a manner that will exceed expectations.

Bassett Engineering contacted Ryan King at Big Rock Paving, LLC to obtain their proposed schedule to complete the work at all locations listed in the RFP. After speaking to Mr. King, we understand their intent is to aggressively complete all work at all locations in approximately three months. Bassett's own in house review of the locations and quantities on the tab sheet provided in the RFP confirmed Big Rock's timeframe. Our cost proposal includes twelve weeks of inspection services for project setup, inspect all work activities, documentation, and project closeout. Bassett anticipates that Big Rock's paving crew would work approximately 10 hours per day, which is typical for most paving contractors. We acknowledge that Big Rock's schedule could be accelerated depending on access to City streets (parked cars, etc.) and the price Bassett is providing in this cost proposal is a grand total not to exceed amount.

Bassett's Cost Proposal and Manpower Approach:

As Bassett Engineering's Principal Engineer and Transportation Construction Manager for this project, I will closely oversee the work and performance of our Transportation Construction Inspector Supervisor (TCIS) Eric Kahler and Transportation Construction Inspector (TCI) David Irvin. This oversight will be at no additional cost to the City of Williamsport.

We propose to have Mr. Kahler work a total of 24 hours or 2 hours per week to review project documentation to ensure accuracy prior to submission to the City of Williamsport. This will also allow Mr. Kahler to visit the various locations to ensure QA/QC and to support Mr. Irvin as needed.

We propose to have Mr. Irvin work a total of 600 hours to inspect construction inspection and document for all work activities needed to complete the work outlined in the RFP. This will include daily Project Site Activities (PSA) reports, checking Maintenance and Protection of Traffic (MPT), completing supplemental inspection forms such as TR-478A for density acceptance by visual non-movement, reviewing payment applications, etc.

Field Work Rate: Bassett Engineering will use PennDOT's Consultant Construction Inspection Wage Rates Maximum Classification Wage Rate per Strike-Off Letter (SOL) 482-19-02 Dated July 17, 2019, for our TCI-3 inspector. We propose to bill our TCI-3 inspector at \$28.85 per hour and our TCIS at a rate of \$35.00 per hour in 2022.

Overhead Rate: Bassett Engineering will utilize an overhead rate of 2.10 for this RFP.

Direct Costs Expenses: Bassett Engineering has a unique advantage of having our home office centrally located within Lycoming County. Because of this, our direct costs expenses for mileage following our suggested approach is \$2,804.88.

Price Proposal per Request for Proposals: In summary, we propose 24 TCIS hours and 600 TCI-3 hours for a total of 624 hours. Our **Total Cost Proposal** for completing Construction Inspection Services in full accordance with the Request for Proposals will not exceed **\$46,318.98**.

Bassett Engineering's Cost Proposal identifies the manhours by pay grade required to perform the scope of work listed in the RFP so the City of Williamsport can clearly see that we have included the full level of effort required to complete all of the enumerated tasks. We have absolute confidence in our ability to deliver the full scope of work at our quoted Hourly Rate Not-to-Exceed Cost Proposal. Please refer to the enclosed Cost Tables from Bassett Engineering.

Bassett Engineering is an Equal Opportunity Employer. We thank the City of Williamsport for the opportunity to continue serve our local community.

Sincerely,

Bassett Engineering, Inc.



Britt D. Bassett, PE BCEE
President

**Bassett Engineering Cost Proposal City of Williamsport
Construction Inspection for City Paving for 2022 Construction**

	Overhead Multiplier		2.1000		Weeks	Hours	Total Hours
	* TCI-3 Wage Rate		\$28.85		12	40	480
					12	10	120
							600
Construction Inspection Services							
TCIS-2	Hours		Wage		OH		
ST	24	Hours x	Rate	per hr =		Multi=	
			\$35.00	\$840.00	x 2.1000		\$1,764.00
TCI-3	Hours		Wage		OH		
ST	480	Hours x	Rate	per hr =		Multi=	
			\$28.85	\$13,848.00	x 2.1000		\$29,080.80
OT	120	Hours x	Rate	per hr =		Multi=	
			\$43.28	\$5,193.00	x 2.1000		\$10,905.30
Total Cost for Construction Inspection Services							\$43,514.10

* Inspector Wage Rate follow PennDOT SOL 482-19-02 dated July 17, 2019

Expenses - Mileage

TCIS-2	Days		Miles		Mileage		
OJM	12	Days x	14	Miles x	Rate	per mile x=	
					\$0.58		\$97.44
TCI-3	Days		Miles		Mileage		
* To/From	60	Days x	73	Miles x	Rate	per mile x=	
OJM	60	Days x	2	Miles x	\$0.58	per mile x=	\$2,540.40
					\$0.58	per mile x=	\$69.60
Total Cost for Expenses							\$2,804.88

* To/From mileage is based off of total roundtrip miles minus 30 miles (15 miles each direction) for a local commute.

Grand Total Price Not to Exceed \$46,318.98

Prepared by Eric Kahler
Date 3/2/22

STANDARD CONTRACT TERMS AND CONDITIONS

Duties and Responsibilities, Definitions

Bassett Engineering, Inc. (Bassett) agrees to perform the services outlined in this agreement for the stated cost of services. City of Williamsport will be termed "Owner" and will have various duties and responsibilities as indicated. The "Agreement" between Bassett and Owner consists of the proposal, these Standard Contract Terms and Conditions, and any other exhibits and attachments noted in the proposal. Together these elements will constitute the entire Agreement superseding all other prior negotiations, correspondence, or agreements either written or oral. Any changes to this Agreement must be mutually agreed to in writing.

Owner Responsibilities

In connection with and, if applicable, as a condition of Bassett performing the Services, Owner agrees to (a) provide Bassett with complete and accurate information concerning your requirements and copies of all existing drawings, reports, studies, and other data pertaining to this project, (b) provide Bassett with the access to and make provisions for our entry onto public and/or private property if necessary for the rendering of the services, (c) furnish locations of subterranean structures and utilities, and (d) furnish required information to us as promptly as necessary for the orderly progress of our performance of the services. Bassett is entitled to rely on the accuracy and completeness of all information provided by the Owner.

Fee

The total fee, based upon Scope of Services, shall not be exceeded without approval of the Owner. Services are provided on a lump sum or hourly rate basis. Reimbursable expenses for payment of permit/application fees, mileage, express mailings, equipment rentals, lodging, meals, etc. are in addition to the stated fees and will be invoiced at 1.05 times the cost incurred. Fees exclude any services or costs not specifically stated under the Scope of Services.

Invoices and Payments

Invoices will be submitted monthly for costs incurred for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days of submission and Bassett may, without waiving any claim or right against Owner, and without liability whatsoever to the Owner, terminate the performance of the service. Owner shall not withhold payment of fees to Bassett for any reason upon Bassett's completion of stated services. Bassett will charge a service charge of 0.33% per month to the Owner after the past due date on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the past due date, the Owner shall pay cost of collection.

Indemnifications

The Owner shall indemnify and hold harmless Bassett, its shareholders, directors, officers, employees and agents from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except Bassett) or anyone for whose acts any of them may be liable.

Hazardous Materials

Services under this Agreement expressly exclude any and all services which are directly or indirectly related to the discovery, remediation, transport, disposal, storage or treatment of any oil, hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or conditions at the site.

Hidden Conditions and Investigation of Existing Conditions

A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If Bassett has reason to believe that such a condition may exist, Bassett shall notify the Owner who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Owner fails to authorize such investigation or correction after due notification, or (2) Bassett has no reason to believe that such a condition exists, the Owner is responsible for all risks associated with this condition, and Bassett shall not be responsible for the existing condition nor any resulting damages to persons or property.

Termination of Services, Assignment, and Applicability

This agreement may be terminated upon 10 days written notice by either party should the other fail perform his obligations hereunder. In the event of termination, the Owner shall pay Bassett for all services rendered to the date of termination and all reimbursable expenses. Neither party shall assign, delegate, sublet or transfer their duties or interest in this Agreement to another without the prior written consent of both parties.

Ownership Documents

Bassett will retain copies of Conformed Project Manuals, construction documents, reports, calculations, and originals of documents prepared by Bassett, and these documents shall remain the property of Bassett as instruments of service. Reports and construction documents rendered by Bassett under this Agreement will pertain to the subject project. Use of the Conformed Project Manuals, construction documents and reports for other purposes is at the user's sole risk and responsibility. Owner agrees that all construction documents, reports and other work Bassett furnishes to the Owner or Owner's design professionals are instruments of Bassett's service solely with respect to this Project and, unless otherwise provided, Bassett shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. In the event of nonpayment, the Owner is responsible for the return of all such documents upon demand of Bassett and such documents will not be used by or for the Owner for any purpose whatsoever.

Standard of Care, Extent of Services

Bassett will strive to perform the services under this Agreement in a manner consistent with the level of care and skill ordinarily used by members of the engineering and surveying profession practicing contemporaneously under similar conditions in the same or similar locality. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. Bassett will not guarantee that a project will attain: a certain construction cost; or jurisdictional approval. Services rendered consist of professional opinions and recommendations concerning performance, condition, behavior, strength, feasibility, causes, and solutions made on the basis of professional experience, judgement, and generally accepted engineering practice. Bassett's responsibility does not include revelation or discovery of information held by others, factors or conditions that cannot be observed under the type of review described in the Agreement, future in-service conditions, or quality of materials or services provided by others. The opinions of Bassett concerning existing conditions are valid only for the elements or portions of a structure or site that have been observed in the course of review. The Owner of the project will defend, indemnify, and hold harmless Bassett from any claim or suit arising from or alleged to have arisen from the work during construction except in matters resulting from Bassett's services to the Owner. The presence of Bassett at the site during construction, if specifically included in the terms of the Agreement, is to provide the Owner with continuing professional advice, opinions, and recommendations based on observation of construction work, and does not include control, supervision, or superintending of construction. Bassett is an independent contractor and is neither an agent nor an employee of the Owner.

Schedules and Budgets

Bassett will provide the services with the understanding that, and with Owner accepting that, they will be consistent with the engineering and surveying professions and will be controlled by schedules and budgets as defined by clients, affected parties, regulatory agencies, jurisdictional bodies and governmental bodies.

Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and Bassett agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The parties shall share the mediator's fee equally. The party initiating the mediation shall be liable for any filing fee. In no event shall the demand for mediation be made after the date when institution of legal proceedings would be banned by the applicable statute of limitations.

The Owner and Bassett further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. Should mediation fail to resolve the dispute, any legal actions shall be filed in the Court of Common Pleas of Lycoming County.

Severability and Applicable Law

In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto. Unless otherwise specified, this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

Insurance

Bassett's insurance policy provides coverage for Personal Injury or Property Damage for which the law holds Bassett responsible. This includes, but is not limited to, Medical Payments coverage. Bassett also provides Workmen's Compensation for Bassett's employees if injured. Bassett also maintains Professional Liability coverage. Bassett's coverage does not provide coverage for damages caused by others. Bassett's insurance policy also provides current Automobile Liability, Umbrella Liability and Employers' Liability Insurance that name the Owner as additional insured.

Attachments:

Exhibit D—Duties, Responsibilities, And Limitations Of Authority Of Resident Representative

Exhibit D—Duties, Responsibilities, And Limitations Of Authority Of Resident Representative

Resident Representative Services

Bassett Engineering's Standard Contract Terms and Conditions, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide full-time representation.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

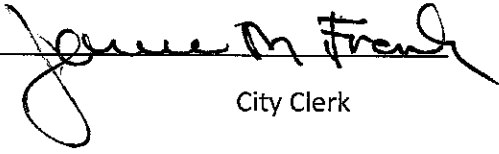
- A. The duties and responsibilities of the RPR are as follows:
 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 5. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

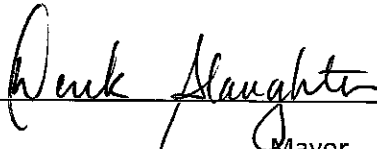
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's On-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
 7. Shop Drawings, Samples, and other Submittals
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
 8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
 9. Review of Work; Defective Work
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
 10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
 - f. Nothing in this Agreement will be construed to require RPR to conduct inspections.
11. Records
- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
 - d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - e. Maintain records for use in preparing Project documentation.
 - f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.
12. Reports
- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
 13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
 14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 15. Completion
 - a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- 1.03 Limitations of Authority
- A. Resident Project Representative shall not:
 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the Work, by Contractor or any other Constructor.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.


City Clerk


Mayor


Controller