

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9631

DATE 3-2-23

TITLE

RESOLUTION AWARDING FOURTH ST DESIGN SERVICES TO LARSON DESIGN GROUP

BE IT HEREBY RESOLVED, by the City Council of the City of Williamsport that the **Fourth Street Design Services (Basin Street to Mulberry Street)** be awarded to **Larson Design Group, Inc (LDG)** for an amount of: **\$28,925**. Funding is paid via 2 state grants the City received in 2021 and 2022.

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 **LDG**, via email.

Approved

James M. French
City Clerk

[Signature]
President

8 FORM OF PROPOSAL

FORM OF PROPOSAL

ARTICLE 1 - PROPOSAL RECIPIENT

This proposal is submitted to: City of Williamsport

The undersigned proposes and agrees, if this proposal is accepted, to enter into an "Agreement for Professional Services" with The City of Williamsport to perform all work as specified or indicated in the Request for Proposal for the fees and within the times indicated in this request for proposal and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - PROPOSAL FOR THE RECONSTRUCTION OF FOURTH STREET

Fee for completion of all planning and design services related to The City of Williamsport project as per RFP.

\$28,925.00

TIME OF COMPLETION

Bidder agrees that the design contract will be valid from the award date for a period no more than two (2) years. Design Extensions will be granted, if needed.

ARTICLE 3 - BASIS OF AWARD OF PROPOSAL

The proposal will be awarded to a design firm based upon a combination of qualifications and fees proposed for the project. Selection will not be based on design cost solely.

ARTICLE 4 - REPRESENTATIONS BY FIRM SUBMITTING PROPOSAL

In submitting this proposal, the professional firm represents that it:

- A. Has examined and carefully studied the request for proposal documents.
- B. Has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Will submit written evidence of its authority to do business in the Commonwealth of Pennsylvania not later than the date of its execution of the Agreement.

ARTICLE 5 - FURTHER REPRESENTATIONS

The firm further represents that:

- A. This proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. It has not directly or indirectly induced or solicited any other Firm to submit a false or sham Bid;

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- C. It has not solicited or induced any individual or entity to refrain from submitting a proposal; and
- D. It has not sought by collusion to obtain for itself any advantage over any other Firm or over the Owners.

ARTICLE 6 - ATTACHMENTS TO THIS PROPOSAL

The following documents are attached to and made a condition of this Bid:

- A. Information as required in the RFP.
- B. Nondiscrimination Statement.
- C. Affidavit of Non-Collusion.

ARTICLE 7 - PROPOSAL SUBMITTAL

This proposal is submitted by: Larson Design Group

If Firm is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

SEAL

Doing business as: _____

A Partnership

Partnership Name: _____

SEAL

By: _____
(Signature of general partner)

Name (typed or printed): _____

A Corporation

Corporation Name: Larson Design Group, Inc.

SEAL

State of Incorporation: Pennsylvania

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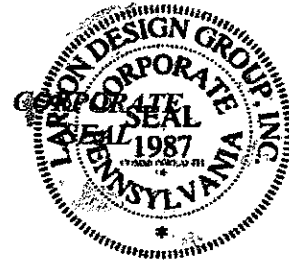
Type (General Business, Professional, Service, Limited Liability): Professional

By: Brad J. Aurand
(Signature)

Name (typed or printed): Bradley Aurand, PE

Title: Director of Site Engineering

Attest: [Signature]



Date of Authorization to do business in *Pennsylvania* is 09 / 08 / 87.

Bidder's Business Address 1000 Commerce Park Drive, Suite 201
Williamsport, PA 17701

Phone No. 570-323-6603

Fax No. 570-323-9902

SUBMITTED on December 15, 2022

City Signatures

Mayor Deuk Plaugher

Controller Margaret J. Downing

City Clerk James M. French

VII. NONDISCRIMINATION STATEMENT

Design Services for the Reconstruction of Fourth Street

Nondiscrimination and equal opportunity are the policy of the Commonwealth and City of Williamsport in all its decisions, programs, and activities. The purpose is to achieve the aims of the United States and Pennsylvania Constitutions. Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955, (P.L. 744), as amended (43 P.S. 951, et. seq.) and (43 P.S. & 153), assure that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex. The Firm agrees to comply with non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are applicable.

During the term of this contract, the Firm agrees as follows:

- (a) Firm shall not discriminate against any employee, applicant for employment, independent firm or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Firm shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not 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. Firm shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this nondiscrimination certification.
- (b) Firm shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
- (c) Firm shall send each labor union or workers' representative with whom it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (d) It shall be no defense to a finding of noncompliance with this nondiscrimination certification that firm has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the firm was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

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- (e) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that firm will be unable to meet its obligation under this nondiscrimination certification, firm shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- (f) Firm shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of firm's noncompliance with the nondiscrimination certification or with any such laws, this contract may be terminated or suspended, in whole or part, and Firm may be declared temporarily ineligible for further City of Williamsport contracts, and other sanctions may be imposed and remedies invoked.
- (g) Firm shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, The City of Williamsport, for purposes of investigation to ascertain compliance with the provisions of this certification. If Firm does not possess documents or records reflecting the necessary information requested, it shall furnish such information forms supplied by the City of Williamsport.
- (h) Firm shall actively recruit minority and DBE subconsultants with substantial minority representation among their employees.
- (i) Firm shall include the provisions of this nondiscrimination certification in every subcontract, so that such provisions will be binding upon each subconsultant.
- (j) Firm's obligations under this clause are limited to the firm's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Larson Design Group
NAME OF FIRM

December 15, 2022
DATE

Bob J. Am... Director of Site Engineering
TITLE

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VIII NON-COLLUSION STATEMENT

CITY OF WILLIAMSPORT, PA

TO: City of Williamsport, Pennsylvania

RE: Design Services for the Fourth Street & Campbell Street Design.

The undersigned, having examined the specifications, standard requirements and other documents and being familiar with the various conditions under which these services, equipment and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment and services to furnish the requirements called for in this request for proposal.

The undersigned hereby certifies that this proposal is genuine and not sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named and that the undersigned has not directly induced or solicited any proposer to submit a sham proposal or any other person, firm or corporation from proposing and that the undersigned has not in any manner sought by collusion to secure for themselves any advantage over any other proposer.

COMPANY NAME Larson Design Group

ADDRESS 1000 Commerce Park Drive, Suite 201

Williamsport, PA 17701

SIGNATURE *Bradley Aurand*

TITLE Bradley Aurand, PE - Director of Site Engineering

TELEPHONE 570-323-6603

TRADING OR DOING BUSINESS AS (check one)

() INDIVIDUAL

() PARTNERSHIP



7 EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

10/1/2023

DATE (MM/DD/YYYY)
9/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED 1482986 Larson Design Group Inc Et al 1000 Commerce Park Dr. Williamsport, PA 17701	INSURER A: National Fire Insurance Co of Hartford		20478
	INSURER B: The Continental Insurance Company		35289
	INSURER C: Valley Forge Insurance Company		20508
	INSURER D: Lexington Insurance Company		19437
	INSURER E: INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 17026657

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	7015596775	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7015596789	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	7015596808	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7015596792	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment	N	N	7015596775	10/1/2022	10/1/2023	Limit: \$25,000
D	Professional Liability			027015042	10/1/2022	10/1/2023	\$1,000,000 Each Claim \$200,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

17026657
Evidence of Coverage -- Proposals Only

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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