CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 10110 DATE 8-13-26

TITLE

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE ARCHITECT D.P.C **FOR LANDSCAPE ARCHITECT SERVICES FOR THE WILLIAMSPORT CITY 4TH STREET BOLLARDS PROJECT**

BE IT HEREBY RESOLVED that the City Council of the City of Williamsport authorizes Hunt Engineers, Architects, Land Surveyors & Landscape Architect D.P.C ("HUNT") to provide professional landscape architect services for the construction of bollard improvements at 12 locations, downtown, along and around West Fourth Street, which will utilize funding though Commonwealth Financing Authority Multimodal Transportation Fund Grant Contract No. C000096411 as follows:

Task I: Design, coordination and bidding for $14,765.00;

Task II: Construction administration, management and inspection for $7,140.00;

For a TOTAL lump sum, not-to-exceed figure of $21,905.00, in accordance with the attached proposal dated June 3, 2026.

BE IT FURTHER RESOLVED that the appropriate members of the administration are authorized to take such action as necessary to carry out the intent of this resolution, including but not limited to entering into a professional services agreement with HUNT.

Approved

City Clerk

President

HUNT ENGINEERS | ARCHITECTS | SURVEYORS

330 Pine Street, STE 101, Williamsport, PA 17701 | PH: 570-265-4868

June 22, 2026

Mr. Bill Scott, P.E.
City of Williamsport
1550 West Third Street
Williamsport, PA 17701

Re: 4th Street Bollard Improvements
Design, Bidding & Construction Coordination

Dear Bill,

Hunt Engineers, Architects, Land Surveyors & Landscape Architect LLC (HUNT) is pleased to submit the following proposal for Engineering services. The City of Williamsport is the recent recipient of funds via the Commonwealth Financing Authority (CFA) Multimodal Transportation Fund (MTF). These funds will allow for the installation of removable bollards at key locations along and around 4th street in the City's Central Business District (CBD). And will allow for street closures to vehicular traffic and encourage pedestrian activity for various City events.

In addition, this project will help reduce the need for costly staffing at these locations. The scope of services below outlines the engineering services HUNT-EAS will provide to assist the City with the design of the proposed bollards at key locations, including spacing and footing design. HUNT will also prepare the plans and contract documents and provide bidding services through project completion.

SCOPE OF SERVICES

1. DESIGN

- HUNT will prepare an existing conditions plan utilizing Lycoming County GIS imagery, site photos and additional aerial imagery where available to create a base plan focusing on the proposed 12 locations that will receive the bollards.

- HUNT will reach out to the PennDOT District 3-0 Office, plans room to request existing Right-of-Way (ROW) plans of locations where the roadway is a State Route and the project located within the ROW.

- HUNT will work with the City of Williamsport and Utility providers to determine the utilities that will potentially be within the roadway corridor and could conflict with the proposed bollard locations.

- HUNT will prepare an individual site plan for the street location and illustrate the proposed spacing of the bollards from curb to curb. Due to the roadway width varying with each location the number of bollards at each location will also vary.

- HUNT will design the proposed concrete footing utilizing the manufacturers' recommendations. We will check the depth of the footing against the location and depth of the known utilities within the corridor.

2. CONTRACT DOCUMENTS & BIDDING:

- HUNT will prepare bidding and contract documents in accordance with the City of Williamsport.

- HUNT will assist with a pre-bid meeting at the project site.

- HUNT will coordinate the placement of the bid advertisement with the (The Williamsport Sun Gazette) or other selected publication.

- HUNT will review the submitted bids for completeness and prepare a bid tabulation to verify the bid prices.

- HUNT will review and respond to any contractor questions and request for information during the bidding process.

3. CONSTRUCTION ADMINISTRATION & INSPECTION: ADD ALTERNATE ONE

- HUNT will coordinate a meeting with the apparent low bidder following the review and approval of the bid tab to obtain signatures and award of contract. At this meeting we will also conduct a preconstruction/kick-off meeting.

- HUNT will review and approve construction submittals for the project as submitted by the contractor.

- HUNT will review and approve pay applications on behalf of the City of Williamsport.

- HUNT will review the construction work at the following intervals to ensure that the construction meets the intent of the design drawings and specifications.

Note: This scope references additional documentation from the Commonwealth Financing Authority Multimodal Transportation Fund Grant Contract No. C000096411.

COMPENSATION SUMMARY

Based on the scope of services outlined above, HUNT proposes completing the project as follows:

Scope for services for the **4th Street Bollard Improvements**, all design, coordination, and bidding for a lump sum of fourteen thousand seven hundred sixty-five dollars and zero cents **($14,765.00).**

Add Alternate One – we will provide construction administration, construction management & construction inspection services for an additional fee of seven thousand one hundred forty dollars and zero cents **($7,140.00).**

PROJECT PARAMETERS

Please note that the above fee proposal is based on the following assumptions:

- Detailed Topographic or Boundary survey is **not** included with the above fee. This can be provided by HUNT if needed as an additional service.
- Detailed PennDOT Right-of-Way delineation is **not** part of this scope.
- Subsurface utility investigation is **not** included in this scope of services. Utilities will be identified with help from the City of Williamsport and other utility providers in the area.
- Application and permit fees are **not** included in this proposal.
- This scope includes one meeting during the design. If additional design meetings are required by the owner or the review agency a design change order will be issued.
- Construction involvement is limited to a pre-construction meeting with the contractor to review the proposed improvements. Services (i.e. stake out, full-time construction management, full-time construction inspection etc.) are **not** included in the above fees.
- This scope does **not** include domestic water or sanitary sewer design.
- This scope assumes that this section of Fourth Street is **not** within PennDOT Right-of-Way and will not need any permits or approval from PennDOT District 3-0.
- If PennDOT permits are required a design change order will be issued to cover.
- This scope does **not** include bid documents or specifications requiring PennDOT approval. If the bidding documents are required to be under PennDOT formatting a design change order will be issued.

If this proposal is acceptable to you, please review, sign, and return the attached engineering agreement. Once an executed agreement is received, HUNT will begin work immediately. If you should have any questions, please do not hesitate to contact me at keiserc@hunt-eas.com or at 570-265-4868

Sincerely,
HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE ARCHITECT, LLC

Christopher E. Keiser, RLA
Team Leader/ Project Manager

Cc; Tim Steed, P.E.

AGREEMENT FOR PROFESSIONAL SERVICES

The Terms and Conditions set out herein and in the referenced cover letter constitute an offer by Hunt Engineers, Architects, Land Surveyors, Landscape Architect, LLC (hereinafter called HUNT), to perform for the CLIENT the services described. HUNT's offer constitutes a Contract on these same Terms and Conditions when receipted or acknowledged by the CLIENT. This Contract supersedes all previous understandings, if any, and constitutes the entire Agreement between HUNT and the CLIENT relating to the services described.

TERMS AND CONDITIONS

CLIENT OBLIGATIONS: At such time as HUNT may request, the CLIENT at his expense, shall provide full, complete, and correct information, including a written program of objectives, constraints, and criteria, with respect to which the services are performed.

HUNT OBLIGATIONS: Professional Services, basic to the Scope of Work, shall be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering, architectural, and land surveying practices. This Warranty is in lieu of all other Warranties expressed or implied. HUNT assures no responsibility for interpretations made by others based upon the work or recommendations made by HUNT. Project cost estimates are to the best of HUNT's knowledge and are not guarantees of actual construction costs.

ADDITIONAL SERVICES: Additional services or changes requested in writing by the CLIENT, beyond the original Scope of Work agreed upon as described by the referenced cover letter, shall be performed by HUNT in the same methods and manner as herein stated. Payment to HUNT for additional services shall be the same as outlined under PAYMENT of these Terms and Conditions, unless superseded by Separate Terms and Conditions as may be proposed and agreed to in writing by both parties.

PAYMENT: Payment for services rendered shall be monthly as billed. No percentage of bills shall be withheld or retained. In the event that any payment is not made within thirty (30) days from the date of billing, interest will be charged at a rate of one and one-half percent (1-1/2%) per month, or the legal rate of interest, whichever is less.

LIMIT OF LIABILITY: HUNT's liability for claims arising from this agreement shall be limited to any negligent acts performed by HUNT.
WAIVER: The CLIENT and HUNT mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this agreement.

If this Agreement is not signed and accepted within sixty (60) days, HUNT reserves the right to review, revise and/or withdraw the Agreement.

This Agreement may be terminated by either party upon thirty (30) days written notice to the other. In the event of termination, HUNT shall be compensated for services performed up to the date of termination, plus reasonable termination costs. Upon receipt of final payment to HUNT, all finished or unfinished documents prepared to the date of termination shall become the property of the CLIENT and shall be surrendered to the CLIENT by HUNT.

ACCEPTANCE:

I have read and understand the Scope of Work as described in the attached letter, entitled "**4th Street Bollard Improvements**," dated June 3, 2026 and the above Terms and Conditions, and accept the terms and costs as stated. I hereby retain Hunt Engineers, Architects, Land Surveyors, & Landscape Architect, LLC to provide services as necessary to accomplish the Scope of Work.

Bill Scott, P.E.	Christopher E. Keiser, RLA
CITY OF WILLIAMSPORT	HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE ARCHITECT, LLC
Date:_____	Date:_____

Grant Compliance and Documentation. HUNT acknowledges that the Project is funded in whole or in part through Commonwealth Financing Authority Multimodal Transportation Fund Grant Contract No. C000096411. HUNT shall reasonably cooperate with the City in complying with the requirements applicable to HUNT's services under the Grant and shall timely provide invoices, records, reports, certifications, and other documentation reasonably required by the City or the Commonwealth Financing Authority for reimbursement, audit, monitoring, or grant closeout purposes. HUNT agrees to be bound by and to incorporate all mandatory grant flow-down provisions into any subcontract or subconsultant agreement relating to the Project, including but not limited to:

Nondiscrimination/Sexual Harassment:

(A) Representations. The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EE0-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

(B) Nondiscrimination/Sexual Harassment Obligations. The Grantee shall not:

(i) in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(ii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

(iii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

(iv) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.

(v) in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

(C) Establishment of Grantee Policy. The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

(D) Notification of Violations. The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

(E) Cancellation or Termination of Agreement. The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

(F) Subgrant Agreements, Contracts, and Subcontracts. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

Grantee Integrity:

(A) Definitions. For purposes of these Grantee Integrity Provisions, the following definitions apply:

(i) "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

(ii) "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.

(iii) "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.

(iv) "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

(v) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.

(vi) "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

(B) Representations and Warranties.

(i) Grantee Representation and Warranties. The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

(ii) Contractor Explanation. If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

(iii) Further Representations. By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.

(iv) Notice. The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently

false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

(C) Grantee Responsibilities. During the term of this agreement, the Grantee shall:

(i) maintain the highest standards of honesty and integrity.

(ii) take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.

(iii) establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.

(iv) not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.

(v) not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

(vi) comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.

(vii) comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.

(viii) immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

(D) Investigations. If a State Inspector General investigation is initiated, the Grantee shall:

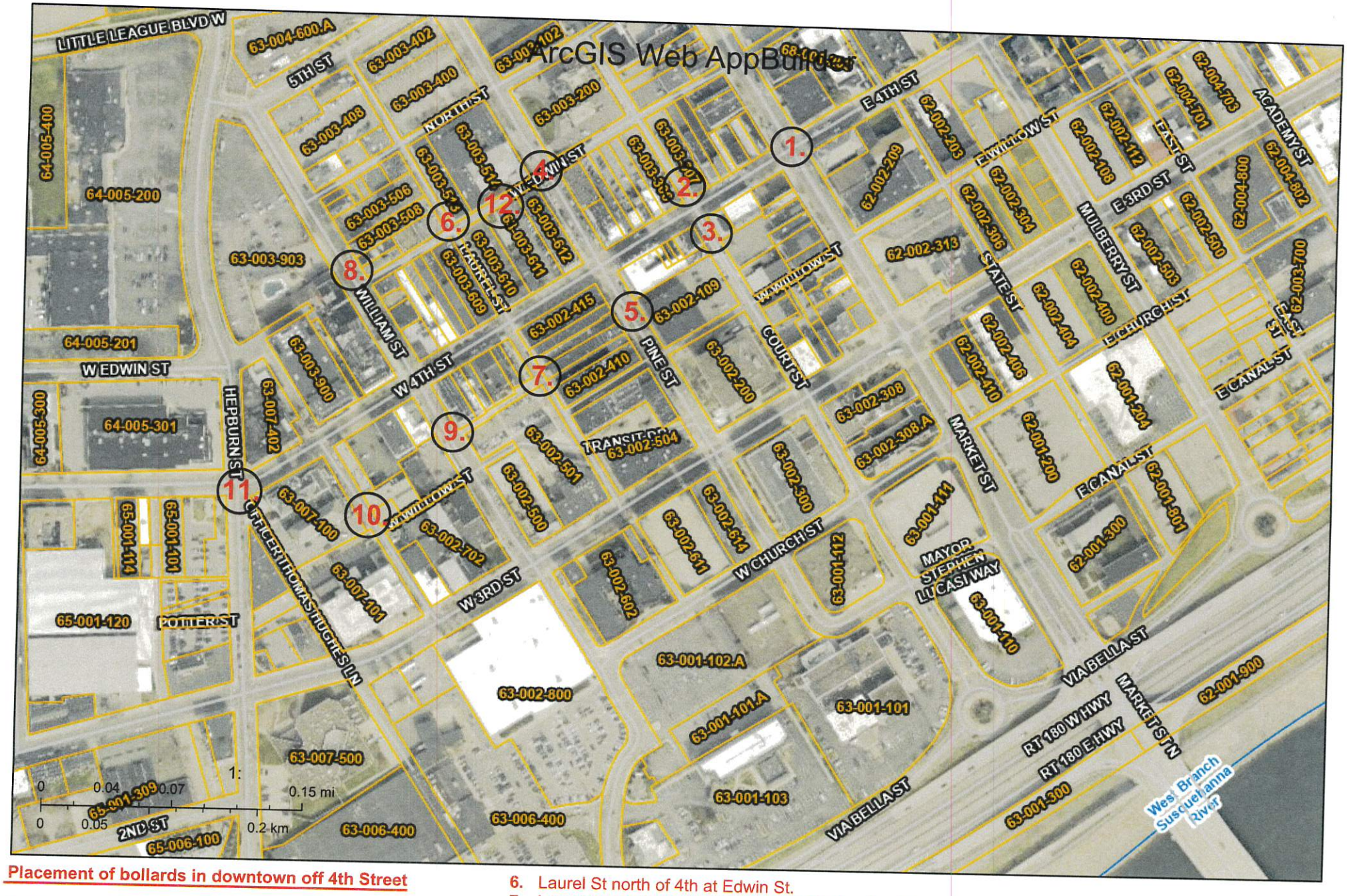
(i) reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

(ii) cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.

(iii) upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

(E) Termination. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

(F) Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.



Placement of bollards in downtown off 4th Street

1. West 4th and Market St.
2. Court St North of 4th St.
3. Court St South of 4th St.
4. Pine St North of 4th St at Edwin St.
5. Pine St South of 4th at Lang's Chocolates
6. Laurel St north of 4th at Edwin St.
7. Laurel St south of 4th at the back of Kinley Jewelers..
8. William St north of 4th at Edwin St.
9. William St south of 4th at the back of the Crooked Goose
10. Government Place at the back of the old City Hall
11. Hepburn St and 4th ST from the Sun Gazette building to old City Hall across at the cross walk.
12. On Edwin St at the back of the Chamber of Commerce building at the opening of their parking lot