CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9099 **DATE** 1-21-21

TITLE

RESOLUTION AWARDING THE PROFESSIONAL ENGINEERING SERVICES DESIGN PROPOSAL FOR THE WILLOW STREET RECONSTRUCTION PROJECT TO DEWBERRY ENGINEERS INC

BE IT HEREBY RESOLVED, by the City Council of the City of Williamsport that the Willow Street Design is awarded to **Dewberry Engineers Inc** for professional engineering design of the Willow Street Reconstruction Project. Their professional services are hereby approved, and the Mayor and City Controller are hereby authorized and directed to execute said agreement.

BE IT FURTHER RESOLVED, that the total fees for the contract period are in a not-to-exceed amount of **$169,702**.

Approved

Mayor

Controller

Approved

City Clerk

President

Jon Sander

From: Jon Sander
Sent: Wednesday, December 2, 2020 8:52 AM
To: Jon Sander
Subject: Willow St - design selection

Council,

For the Willow St project, I am recommending **Dewberry Engineers Inc**, for the design phase.

Of the seven proposals received, theirs was better than the others, in content and experience, particularly in regards to PennDOT driven projects, of which they have extensive experience. LDG and Wood were close behind. All 7 proposals received, with their design fees are as follows:

Bassett -	$118,940
Dewberry -	$169,702
LDG -	$120,784.40
LIVIC -	$191,040
Peters -	$43,875
SSE-	$189,476.94
Wood-	$167,643

Thanks,

Jon F Sander, PE
Williamsport City Engineer
245 W 4th Street
Williamsport, PA 17701
cell: 570-220-1872

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/01/2020

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 MARSH USA, INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN102736896-7/1-1.1a-19-20	**CONTACT NAME:** Molly Koch **PHONE (A/C, No, Ext):** 202-263-6732 **FAX (A/C, No):** **E-MAIL ADDRESS:** molly.koch@marsh.com
INSURED DEWBERRY ENGINEERS INC. 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Charter Oak Fire Insurance Company — 25615 **INSURER B :** Travelers Indemnity Co — 25658 **INSURER C :** Travelers Property Casualty Co. Of America — 25674 **INSURER D :** Beazley Insurance Company, Inc. — 37540 **INSURER E :** Travelers Casualty And Surety Company — 19038 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-005441386-23 **REVISION NUMBER:** 14

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X CONTRACTUAL INS. COV. (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			*630-7792B312-COF-20	07/01/2020	07/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			*810-1N788974-20-43-G	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP / COLL DED:	$ 2,000,000 $ $ $ $ 1,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			*CUP-4J580377-20-43	07/01/2020	07/01/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		*UB-6P972264-20-43-G	07/01/2020	07/01/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL LIABILITY			* V11B5E201101 RETRO. DATE: FULL PRIOR ACTS	07/01/2020	07/01/2021	PER CLAIM/AGGREGATE SIR	5,000,000 1,000,000

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

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

DEWBERRY ENGINEERS INC.
8401 ARLINGTON BLVD.
FAIRFAX, VA 22031

CANCELLATION

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
of Marsh USA Inc.

Manashi Mukherjee

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FORM OF PROPOSAL

ARTICLE 1 - PROPOSAL RECIPIENT

This proposal is submitted to:

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 WILLOW STREET

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

$ 169,702.00

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.

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 the low bid.

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;
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: Dewberry Engineers Inc.

If Firm is:

A Corporation

Corporation Name: Dewberry Engineers Inc.

State of Incorporation: New York
Type (General Business, Professional, Service, Limited Liability): Professional Services

By: Curtis D Sanno
(Signature)

Name (typed or printed): Curtis D. Sanno, PE, CBSI

Title: Associate Vice President

CORPORATE SEAL

Attest Jessica L Dant

Date of Authorization to do business in *Pennsylvania* is 08/29/2002

Bidder's Business Address 100 Sterling Parkway, Suite 201
Mechanicsburg, PA 17050

Phone No. 717.240.0344

Fax No. 717.240.0466

SUBMITTED on October 2, 2020

I. NONDISCRIMINATION STATEMENT

Design Services for the Reconstruction of Willow 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 alms 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.

(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.

Dewberry Engineers Inc.
NAME OF FIRM

October 2, 2020
DATE

Associate Vice President
TITLE

VIII NON-COLLUSION STATEMENT

CITY OF WILLIAMSPORT, PA

TO: City of Williamsport, Pennsylvania

RE: Design Services for the Reconstruction of Willow Street

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 the bid for the prices stated.

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 bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not in any manner sought by collusion to secure for themselves any advantage over any other bidder.

COMPANY NAME Dewberry Engineers Inc.

ADDRESS 100 Sterling Parkway, Suite 201

Mechanicsburg, PA 17050

SIGNATURE Curtis D Damo

TITLE Associate Vice President

TELEPHONE 717.961.5075

TRADING OR DOING BUSINESS AS (check one)

( ) INDIVIDUAL ( ) PARTNERSHIP (X) CORPORATION

SEAL