

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8893

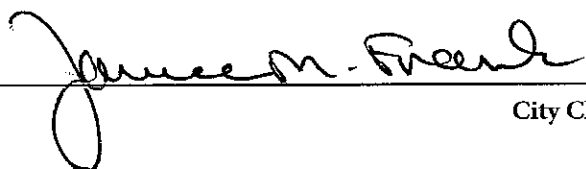
DATE 5-9-19

TITLE

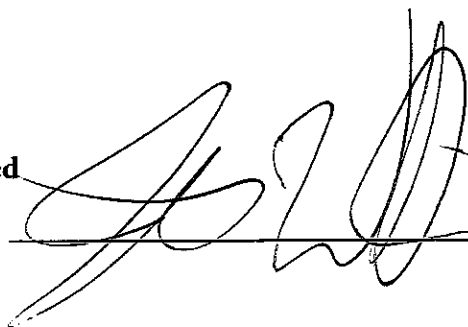
**RESOLUTION TO APPROVE A TRANSPORTATION ALTERNATIVES PROGRAM  
FEDERAL-AID LETTER OF AMENDMENT FOR THE "PATHWAY TO HEALTH"  
PHASE IV PROJECT**

**BE IT HEREBY RESOLVED** by the City Council of the City of Williamsport, Lycoming County, Pennsylvania, that the Mayor and City Controller be authorized and directed to sign, electronically, the Letter of Amendment Letter for the "Pathway to Health" Phase IV Project and the City Clerk be authorized and directed to attest and seal the same.

**BE IT FURTHER RESOLVED**, that the Mayor or his designee are authorized to execute the necessary electronic documents under the Pennsylvania Department of Transportation Engineering and Construction Management System ("ECMS") and Reimbursement Agreement System ("RAS"), including awarding the contract to the lowest responsible bidder, Wolyniec Construction, Inc.

  
\_\_\_\_\_  
City Clerk

Approved

  
\_\_\_\_\_  
President



# CITY OF WILLIAMSPORT

## OFFICE OF FINANCE & BUDGET

### MEMORANDUM

**TO:** Members, Williamsport City Council  
**FROM:** Joseph Pawlak, Budget & Fiscal Officer  
**RE:** Pathway to Health Phase IV Resolution  
**DATE:** May 2, 2019

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Attached for your review and consideration is a resolution that authorizes the Mayor and City Controller to electronically sign a Letter of Amendment and awarding a contract for the "Pathway to Health" Phase IV Project.

By Resolution #8811, on October 11, 2018, City Council approved a Transportation Alternatives Program ("TAP") federal-aid reimbursement grant agreement in the amount of \$798,500 for the Pathway to Health Phase IV Project. After preparing the bid package, PennDOT estimated the project costs would be almost \$900,000 and requested to secure an additional amount to cover the expected over run and eliminate the need for the City to cover the estimated over run. Additional funds were granted, resulting in the need to execute the attached Letter of Amendment.

After the bid package was let, PennDOT received three bids with Wolyniec Construction being the low bidder. The bid was reviewed and verified by PennDOT and now PennDOT is requesting that the City agree with their recommendation to award the contract.

Please feel free to contact myself at (570) 419-6556 or Adam Winder at (570) 220-9522 with questions regarding the attached resolution.

LETTER OF AMENDMENT

January 11, 2019  
City of Williamsport  
Mr. Joseph Pawlak, Budget & Fiscal Officer  
245 West 4th Street  
Williamsport PA 17701

Re: Amendment 1  
Agreement # R18030007

Dear Local Project Sponsor(s) :

Per the terms of the subject agreement, the Department is willing to amend the terms by increasing the total project costs from \$ 798,500.00 to \$ 897,327.00 , as shown in the attached Exhibit 'A01 .” This amendment will become effective once all required signatures are affixed to this document.

We are requesting your concurrence as to the amendment of the above-referenced agreement. If you agree to the amendment, please indicate below by signing and noting your title where indicated. Please attach a resolution verifying your authorization to sign this letter of amendment.

*IF APPLICABLE: Since the date of the Original Agreement, some standard provisions and accompanying exhibits have been updated; copies of these updated Exhibits are attached hereto and hereby supersede and replace the corresponding exhibit attached to the Original Agreement.*

Your response is required no later than 02/15/2019 .

On behalf of the above-named Local Project Sponsor, I agree to the amendment of the above-referenced agreement . I agree to all terms and conditions included in the subject agreement and all previous amendments thereto, if any.

Signature:

Date:

Title:

All terms and conditions of the agreement and its amendments (if any) not affected by this letter of amendment remain in full force and effect.

This letter of amendment is not effective until the Office of Comptroller Operations signs and dates this letter of amendment. The Department will forward a copy of the fully executed letter of amendment for your files.

Sincerely,

Aaron B Crist

Project Manager

**Approved for Form and Legality:**

_____	_____
(Asst.) District Executive	Date
_____	_____
for Chief Counsel	Date
_____	_____
Comptroller Signature	Date

Reimbursement Amendment No. R18030007-1 is split 100.00% , expenditure amount of \$ 897,327.00 for federal funds and 0.00% , expenditure amount of \$ 0.00 for state funds. The related federal assistance program name and number is Highway Planning and Construction ; 20.205  
The state assistance program name and number is N/A  
; N/A .

**PROJECT ESTIMATED COSTS**

Reimbursement Agreement No: R18030007

County: Lycoming

Municipality: WILLIAMSPORT

Project Name: Pathways to Health Phase IV

MPMS No: 108113

Engineering Agreement No:

	Municipality Incurred Costs	Commonwealth Incurred Costs	Phase Totals
Preliminary Engineering			\$ 0.00
Final Design			\$ 0.00
Utilities			\$ 0.00
Right of Way			\$ 0.00
Construction	\$ 847,327.00	\$ 50,000.00	\$ 897,327.00
<b>SUBTOTALS</b>	<b>\$ 847,327.00</b>	<b>\$ 50,000.00</b>	<b>\$ 897,327.00</b>

**COST SHARING (Municipality Incurred Costs)**

	Federal	%	State	%	Municipality	%	Phase Totals
Preliminary Engineering	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00
Final Design	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00
Utilities	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00
Right of Way	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00
Construction	\$ 847,327.00	( 100.00% )	\$ 0.00	( 0.00% )	\$ 0.00	( 0.00% )	\$ 847,327.00
<b>TOTALS</b>	<b>\$ 847,327.00</b>		<b>\$ 0.00</b>		<b>\$ 0.00</b>		<b>\$ 847,327.00</b>

**COST SHARING (Commonwealth Incurred Costs)**

	Federal	%	State	%	Municipality	%	Phase Totals
Preliminary Engineering	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00
Final Design	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00
Utilities	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00
Right of Way	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00	( )	\$ 0.00
Construction	\$ 50,000.00	( 100.00% )	\$ 0.00	( 0.00% )	\$ 0.00	( 0.00% )	\$ 50,000.00
<b>TOTALS</b>	<b>\$ 50,000.00</b>		<b>\$ 0.00</b>		<b>\$ 0.00</b>		<b>\$ 50,000.00</b>

**TOTAL COST**

Federal	%	State	%	Municipality	%	Total
\$ 897,327.00	( 100.00% )	\$ 0.00	( 0.00% )	\$ 0.00	( 0.00% )	\$ 897,327.00

Amount Eligible to be Reimbursed to Municipality

\$ 847,327.00

**BID RESULTS**

EBS Bid Submission  
Records 1 to 3 of 3

Let Date	Project	Award Date	Rank	Bidders	Bid Total	Contract Amount	Bid Status	Project Type	Dist County	Group/SR/Section
02/28/2019	108113	04/15/2019	1	Wolyneec Construction, Inc.	\$756,207.70	\$756,207.70	Verified	Municipal	03 Lycoming	Street Lights/Curb Ramps/0000/PTH
			2	HR, Inc.	\$766,803.95	\$766,803.95				
			3	Wyoming Electric & Signal Inc.	\$880,949.21	\$880,949.21				

Records 1 to 3 of 3

ECMS Bid Submission

Records 0 to 0 of 0

Let Date	Project	Award Date	Rank	Bidders	Bid Total	Contract Amount	Bid Status	Project Type	Dist County	Group/SR/Section
<i>No records found.</i>										

Records 0 to 0 of 0

You are currently logged in as Joseph P. Pawlik.

Release: 67.1  
Session size: 0.1k

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Mon Apr 22 12:04:56 EDT 2019  
Official ECMS DealerTime

**CONTRACT**

Project: 108113	Municipal / PENNDOT Oversight Non-NHS	Award
Short Description: Pathways to Health Phase IV	SR: 0000	Org Code: 0300
County: Lycoming	Group ID: Street Lights/Curb Ramps	Section: PTH
District: 03		Municipality: WILLIAMSPORT

Contract: 108113

**Wolyniec Construction, Inc. 24-0859373**  
 Williamsport  
 570-326-4428 (phone)  
 570-326-4012 (fax)  
 estimating@wolyniecinc.com  
 Prime Business Partner

Lycoming County  
 SR 0000, Section PTH  
 Pathways to Health Phase IV  
 Location

T032-471-Z302  
 Federal Project

P-0342021PTH-0320-375-1  
 P-0342021PTH-0320-375-2  
 WBS Element

February 28, 2019  
 Bid Opening

[Plans](#) | [Bid Items](#) | [Special Provisions](#) | [Attachments](#) | [Surety](#) | [Insurance](#) | [DBE Participation](#)

Addendum issued subsequent to the printed proposal have been incorporated into the text of this contract and the modified portions are annotated in the contract - e.g., A1, A2 etc.

Incorporated Addendum is As follows:

Addendum No. 1, A1, dated 02/22/2019

THIS AGREEMENT, Made this **{CURRENT\_DAY}** day of **{CURRENT\_MONTH}** A.D. **{CURRENT\_YEAR}**, between the City of Williamsport of the Commonwealth of Pennsylvania Lycoming County, hereinafter called the Sponsor, and **Wolyniec Construction, Inc.** its executors, administrators, successors, or assigns, hereinafter called the Contractor.

**W I T N E S S E T H :**

- The Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Sponsor, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor in the improvement of a certain section of highway at the unit prices bid by said Contractor for the respective estimated quantities aggregating approximately the sum of **\$756,207.70** and such other items as are mentioned in the Contractor's original proposal, which proposal and prices named, together with **Publication 468/2016-5 - Specifications** (as specified in the proposal) (except that the Sponsor shall be substituted for "Engineer", "Secretary", "Department" and "State Treasurer" name therein), are made a part of this contract and accepted as such, also the drawings of the project, prepared and/or approved by the Sponsor and/or the Pennsylvania Department of Transportation, which drawings are also agreed by each party as being a part hereof.
- The description and location of the project is as follows:  
 The description and location of the project are as follows: Pathways to Health in Williamsport - Phase 4 of 5. Sidewalks, ADA curb ramps, selective tree removal, street lighting, and pavement markings. Campbell Street from West Fourth Street to Little League Boulevard and Little League Boulevard from Campbell Street to Hepburn Street in the CITY OF WILLIAMSPORT, LYCOMING COUNTY.
- The Contractor further covenants and agrees that all work shall be performed in the best and most workmanlike manner. The Contractor also agrees that all materials furnished and labor performed shall be in strict and complete conformity, in every respect, with all parts of this contract and shall be subject to the inspection and acceptance of authorized representatives of the Sponsor and/or the Pennsylvania Department of Transportation. In the event that any portion of work (including materials supplied pursuant thereto) performed by the Contractor is rejected by the authorized representatives as defective, unsuitable, or unacceptable, the Contractor agrees to remove and replace all such rejected portions of work in conformance with this contract and to the satisfaction of and at no expense to the Sponsor and/or the Pennsylvania Department of Transportation. The Contractor further covenants that prompt payment will be made in full for all labor and materials used in the performance of work on this project.
- The Contractor covenants and agrees that all work (including, but not limited to, all labor performed and all materials supplied) on this project shall be performed and completed to the satisfaction of the Sponsor and/or the Pennsylvania Department of Transportation on or before the expiration date of **09/13/2019**. If, for any reason, except as provided in the contract, the Contractor fails to complete all work on this project to the satisfaction of the Engineer of the Sponsor within the aforementioned time allowed, the Sponsor shall deduct from any sums due or which may become due the Contractor the amount indicated in the Specifications for each calendar day used in excess of the aforementioned number of days allowed, or, in case a completion date is fixed, for each calendar day elapsing between that completion date and the actual date of completion. If no sums are due the Contractor, the Contractor agrees to remit to the Sponsor the aforementioned sum for each day used in excess of the time allowed for completion of the contract. The amounts deducted or remitted under this paragraph are liquidated damages and not penalties.
- The Contractor further covenants and warrants that the Contractor has had sufficient time to examine and has examined the site of the contract work to ascertain for itself those conditions such as may be determined by inspection, investigation, and inquiry, including the location, accessibility, and general character of the site.
- The Contractor further covenants that the Contractor has not relied upon any information provided by the Sponsor and/or the Pennsylvania Department of Transportation, including information contained in the Special Provisions, concerning the time within which publicly or privately-owned facilities below, at or above the ground are expected to be installed, removed, repaired, replaced, and/or relocated; that the Contractor has not relied upon any information provided by the Department concerning the location or existence of all such facilities that might be below, at or above the ground; that the Contractor has contacted or will contact all owner of such facilities to verify the location and position of all such facilities and the time within which work on such facilities will be performed; and that the Contractor is aware delays might be incurred in the performance of work on this project as a result of work being performed or that will be performed on such facilities by their owners. It is understood further that, notwithstanding assistance of any kind and extent that might be provided by the Sponsor and/or the Pennsylvania Department of Transportation, the Contractor, in every instance, bears the ultimate responsibility of resolving all disputes of every kind with the owners of such facilities. The Contractor agrees to save and hold the Sponsor and/or the Pennsylvania Department of Transportation harmless from liability for all delays, interference and interruptions that might arise during the performance of work on this project as a result of work being or that will be performed on such publicly or privately-owned facilities.
- The Contractor further covenants and warrants that it has read, is completely familiar with and understands thoroughly the Publication 408 Specifications (as specified in the proposal), the Special Provisions and/or Conditions, the Plans, and any other addenda or requirements, contained in the proposal governing the performance of work under this contract, whether attached hereto and made a part hereof, or incorporated herein by reference.
- It is distinctly understood and agreed that the Contractor shall not do any work (including, but not limited to, the supply of labor and/or materials) not covered by the specifications and the contract, unless such work has been authorized in writing as provided in the Specifications. In no event shall the Contractor incur any liability by reason of refusing to obey any verbal directions or instructions that he might be given to perform additional or extra work. Likewise, the Sponsor will not be liable for any work performed as additional or extra work, unless such work is required of the Contractor in writing as provided in the Specifications. All such work which might have been performed by the Contractor without such written order first being given shall be at the Contractor's risk, cost, and expense, and the Contractor hereby covenants and agrees that, without such written order, he shall make no claim for compensation for such unauthorized work.
- It is further distinctly agreed that the Contractor shall not assign this contract, nor any part thereof, nor any right to any sums to be paid him hereunder, nor shall any part of the work to be done or material furnished under this contract be sublet, without the consent in writing of the Sponsor.
- It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Sponsor and/or the Pennsylvania Department of Transportation arising out of, or by reason of, the work done and materials furnished under this contract.
- The Contractor shall accept, in so far as the work covered by the contract is concerned, the provisions of the **Workers Compensation Act**, and any supplements or amendments thereto, and shall insure its liability thereunder or file with the Department of Transportation a certificate of exemption from insurance from the Bureau of Workers' Compensation of Labor and Industry.
- In order to secure proper and complete compliance with the terms and provisions of this contract, the Contractor shall provide a bond in a sum equal to one hundred percent (100%) of the total contract price of the work to be done. The Contractor shall also secure an additional bond in the same amount for the prompt payment in full for all labor and materials supplied in performing work on this project. Both bonds are attached to and made a part of this contract.

13. The Contractor hereby further agrees to receive and the Sponsor agrees to pay the prices set forth in the linked bid items as full compensation for furnishing all the materials and labor which may be required in the prosecution and completion of all work to be done under this contract, and in all respects to complete the contract to the satisfaction of the Sponsor.
14. Contractor is undertaking the work to be performed under the terms of this agreement covenants and agrees to comply with the required contract provisions set forth in F.A.R.-C.A., September 1975, issued by the United States Department of Transportation, Federal Highway Administration, and the Commonwealth Nondiscrimination Clause, and the Commonwealth Contractor Integrity Provisions.
15. The Contractor certified in their bid submission to the disclosure of lobbying activities and, if applicable, completed the disclosure form and by said certification understands that Public Law 101-121, Section 319 prohibits federal funds from being expended by recipient or any lower tier sub-recipients of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or the entering into of any cooperative agreement.
16. If federal funds are involved, the Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but is not limited to: (1) withholding monthly progress reports; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the contractor from future bidding as non-responsible. The Contractor must include this assurance in each subcontract that the Contractor signs with a subcontractor.

Additional Information

Contract Status  
**Current Contract Status: Municipality Review**

Workflow			
Status	Name	Disposition	Date/Time
Draft	Lynn A Phillips/PennDOT	Award	04/15/2019 06:12:21 AM
Contractor Review	Steven Schenck/PennDOT BP-001066 - President	Sign	04/15/2019 07:40:51 AM
BOD CMD Review	Roland L Rode/PennDOT	Accept	04/15/2019 08:14:56 AM
<b>Comment:</b>			
This comment is associated to a workflow action and will only be saved when performing a workflow action.			

Audit Information			
Created By	Created On	Modified By	Modified On
Lynn A Phillips/PennDOT	04/15/2019 06:12:21 AM	Roland L Rode/PennDOT	04/15/2019 08:14:56 AM

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