

ANNOUNCEMENT

REQUEST FOR PROPOSALS (RFP) City of Williamsport Pool Feasibility Study

The City of Williamsport, Pennsylvania, is accepting proposals for a one-time contract to perform certain professional services (consulting) work for the City involving the development of a pool feasibility study for the existing three municipal pools: Memorial Pool, East End Pool and Showers Pool. This proposal will include, as an Add Alternate, a proposal for a feasibility study for the construction of a skate park plaza at Memorial Park. The scope of work to be performed is more completely described in the proposal.

Requests for copies of the Request for Proposals (RFP) and questions regarding the RFP should be directed to:

Mr. John J. Grado
Community Development Director
City of Williamsport
245 West Fourth Street
Williamsport, PA 17701
570-327-7511
e-mail: cd2@cityofwilliamsport.org

Sealed proposals, copies, must be received by the above no later than **Friday, February 26, 2010 at 5:00 p.m.**

There will be a pre-proposal meeting on **Thursday, February 18, 2010 at 10:00 a.m.** at City Council Chambers, 245 West Fourth St., Williamsport to answer any questions or concerns and to tour the facilities.

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NOTE: In this document the term “proposer” shall mean the person or firm making a proposal based on this RFP. The term “proposer” and the term “firm” are used interchangeably. Also, the term “you or “your” shall refer to the proposer.

SECTION I. BACKGROUND

The City of Williamsport maintains three swimming pools, two of which are Olympic size. East End Pool is located off Sherman Street in the Shaw Place Park, Memorial Pool is in Memorial Park, and the Shower's Pool is located in Brandon Park. All three pools are located in residential neighborhoods.

The City of Williamsport first began to think about community pools in the 1950's. Many meetings, discussions, surveys and feasibility studies were conducted, and finally, in 1964, the Williamsport Recreation Commission created a swimming pool committee to review the project in depth. The committee recommended two pools of 8,500 square foot each to be located in the east and west ends of the City. Volunteers participated in a door-to-door fundraising campaign in 1965 and raised a sum of funds in excess of \$300,000 for the construction of the two pools. The project also received a generous donation from the Williamsport Foundation.

Memorial Pool, in the west end of the City, was finished in 1966. The dimensions are 75' x 160' x 82'5, a z shape with a width of 44' and depth 3' – 12'. There is also a square wading pool that is 40' in length and 40' width with a depth of 15 inches. A pool bathhouse was also constructed.

Bids were solicited for the construction of East End Pool in April 1966. The dimensions of the East End main pool are 44' x 165'. The wading pool dimensions are 20' x 40'. A pool bathhouse was also constructed.

East End Pool and the pool bathhouse were renovated in June 1984. The Memorial Pool bathhouse was renovated in 1986. Memorial Pool developed severe structural leaks and was renovated in 1991.

The Shower's Pool is for children age 10 and under and admission is free. The funds to operate and maintain the Shower's Pool are provided through an endowment. These funds are diminishing and the pool feasibility study will need to provide various options if the City is to continue to keep this pool open.

The Williamsport Recreation Commission operated the pools until 1996 when the City's recreation program was outsourced to YWCA and, in 2004, to the YMCA. The YMCA handles the operation and management of the pools. The City's Parks department performs the maintenance of the pools and the surrounding property.

Memorial Pool typically receives the heaviest use during the regular summer season and includes usage by groups such as CAPP, The Center, YMCA Child Care Services and the summer parks program. Water aerobics and swim team practice are also offered. East End Pool has a slightly lower attendance rate, but also has usage by outside groups, primarily daycare centers. East End Pool offers swimming lessons, swim team practice and water aerobics. Attendance at both pools remains strong and fluctuations in attendance rates are attributed to the weather.

Since the pools are now 40 years old, a number of problems and deficiencies must be addressed in order to determine what direction the City should take in order to continue to provide swimming pool facilities for its residents. There are a number of municipal owned outdoor swimming pools operating in the neighboring communities including Loyalsock, South Williamsport and Montoursville. The pool feasibility study will examine the usage of the neighboring municipal pools in order to compare the

attendance rates with those of the City.

A pool feasibility study will provide the City with a comprehensive analysis of the existing conditions for comparison with the guidelines stipulated in the PA Public Bathing Place Manual and other current codes and standards that apply. The City would also like the study to examine the issue of pool management and usage in order to decrease operating costs and increase revenues.

In combination with the pool feasibility study, the City is also interested in reviewing the feasibility of a skateboard park adjacent to the Memorial Park Pool complex. The Skateboard Park would accommodate skateboards, inline skaters and free style bikes. This portion of the request for proposal will be provided for as an Add Alternate to the Pool Feasibility price proposal.

This project is partially funded by the Community Conservation Partnership Program from the Keystone Recreation, Park and Conservation fund and is administered by the Department of Conservation and Natural Resources (DCNR), Bureau of Recreation and Conservation (Bureau). The Bureau has certain requirements and standards that must be met by the City of Williamsport and its contracted consultant. Accordingly, this Request for Proposals (RFP) has been prepared to meet these requirements and standards. The Bureau will monitor the project. Certain documents and drafts of documents will be subject to review and approval by the Bureau.

The Bureau's grant contract number is BRC-TAG-13.6-606 (ME2680606).

SECTION II. REQUIREMENTS/POOL FEASIBILITY STUDY

A. GENERAL

The City of Williamsport reserves the right to reject any or all proposals and to select the proposal that it judges to be in the best interest of the City of Williamsport.

The contract is subject to the approval of Williamsport City Council and is effective only upon their approval.

All proposers are bound by the deadline and location requirements of this RFP as previously stated in the Announcement

All proposals shall remain effective subject to the City of Williamsport's review and approval for a period of sixty (60) days from the deadline for submitting proposals.

If only one proposal is received by the City of Williamsport, the City may initiate negotiations with the firm submitting the proposal or seek additional proposals on an informal or formal basis during the sixty (60) day period that proposals must remain effective.

The proposer is encouraged to add to, modify or clarify any of the scope of work items it deems appropriate to obtain a high quality plan at the lowest possible cost. All changes should be listed and explained. However, the scope of work proposed, at minimum, must accomplish the goals and work outlined below.

B. WORK REQUIREMENTS (Scope of Work)

Scope of Work Elements - Rehabilitation of Swimming Pool

1. Facility Assessment

- a. Summarize the maintenance and repair history of the pools.
- b. Assess the existing conditions at the pools, following the major components within the PA Bathing Place manual, and including at a minimum.
 - Mechanical, structural and cosmetic conditions of pool and bathhouse (i.e. pool structure, and recirculation, filtration, disinfection systems, etc.)
 - Accessibility compliance with the Architectural Barriers Act of 1960, Section 504 of Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990.

- Compliance deficiencies with codes and/or recommended standards. (Note if any special tests are required to assess the existing systems, these test should be specifically noted.
- c. Provide a general statement of overall condition of each component.
 - d. Detail specific deficiencies where the component does not meet state and local codes (PA Bathing Place manual, electrical code, Labor and Industry, etc.)
 - e. Provide recommendations for needed pool improvements and renovations options including the advantages, disadvantages and costs of each option. For example, these improvements could be the installation of water slides, sand volleyball courts, expanded pavilion areas, zero depth pool, fountains, public address system etc. Under this work element, the consultant should include:
 - Exploring additional revenue producing capital improvement that go beyond the required code compliance;
 - Evaluation and presentation of costs and projected revenues and,
 - Recommendations.
 - f. Detail probable construction costs for capital improvements, renovation options and related operating costs. Costs should be broken into phases in the event that the City cannot complete all renovations at the same time.
 - g. Present the options to the Pool Study Committee to select the one that best meets the community's needs and funding abilities. Prioritize needed improvements and develop a project phasing plan.
 - h. Develop a final report that includes the above information.

2. Pool Management

- a. Develop a five-year summary of pool revenues and expenses.
- b. Develop a profile of pool attendance and pool users. If available, address residency, membership versus daily use, peak times, etc.
- c. Develop a profile of pool programs for potential users. Consider expansion of use by health agencies, senior citizens, etc.
- d. Interview, at a minimum, managers of five public pools within the

region to assess local pool fees, staff wages, pool hours, and general pool program. Develop an operational comparison of these findings with the pool under study. Examine the potential problem of loss of lifeguard personnel prior to close of swimming season.

- e. Evaluate the pool's concession operations. Outline the necessary steps for yearly inspections and permitting.
- f. Work with the community to evaluate its rationale for continuing to provide a public swimming pool. For example, the community may desire to keep fees low so that all residents can afford to use the pool. Keeping fees low may warrant the need for tax support or a partnership with a non-profit organization or neighboring community(s). Make inquiries with appropriate non-profits and neighboring communities regarding the possibility of a joint operation agreement.
- g. Provide recommendations on how to increase pool revenues, decrease pool expenses without impacting the safety of users, and improve overall pool management and services.
- h. Review the agreement with the YMCA for the operation and management of the pools.

3. Public Participation Process/Additional Requirements

- a. The consultant will provide dates and/or products milestones, agreed upon benchmarks by which progress can be measured to be agreed upon by the City.
- b. Conduct monthly meetings with the Pool Study Committee
- c. Conduct two public meetings regarding the pool feasibility study
- d. Conduct either key person interviews or a community survey. If selecting the key person interviews option, a minimum of fifteen (15) key person interviews should be conducted.
- e. Provide a written summary of the entire public participation process
- f. The consultant shall prepare and submit DCNR's Planning Progress Reports.
- g. Provide to DCNR three (3) printed and bound copies and one (1) electronic version (Adobe PDF format on CD/DVD) of the final study report including GIS layers if available.
- h. Provide to the City three (3) printed and bound copies and one (1)

electronic version (Adobe PDF format on CD/DVD) of the final study report including GIS layers if available.

- i. The consultant will be responsible for the printing cost of the report documents.

SECTION III. ADD ALTERNATE/CITY OF WILLIAMSPORT SKATE PLAZA

A. Work Requirements/Scope of Work

1. Site Information and Analysis

The City completed a master site plan for Memorial Park in 1999. The master site plan was prepared in accordance with DCNR requirements. The Memorial Park master site plan will be modified to reflect the addition of the proposed skate plaza and will be consistent with the development of the Memorial Park master site plan. The existing site plan for Memorial Park will be a reference for specific site information including site physical features

The purpose of this analysis is to evaluate the proposed use for this site, and the type, size and standards of facility to be developed based on the public participation process, community needs, and site analysis.

2. Activities and Facilities Analysis

- a. Identify the community needs and use for the site as identified by the public participation process, previous planning work and, if applicable, needs assessment.
- b. Include on a Site Development Drawing the proposed skate plaza to be developed on the site.
 1. Consider the level of site use.
 2. Consider the proposed preservation of open space, natural areas, and buffers on the site.
 3. Consider the basic standards and requirements such as: size, dimensions, orientation, maximum percent slope permissible.
- c. Show on the Site Development Drawing the support facilities required for the propose skate plaza. Support facilities would normally include roads, parking, access paths, comfort facilities, maintenance facilities, storm water management system and structures, utility installations, signage, site furniture, ADA compliance, etc.
- d. For parking facilities include the required number of parking spaces based on the proposed skate plaza and accepted or required standards for parking spaces Further, distinguish between on street and off-street spaces including size, type and location of any overflow parking accommodations, and ADA compliance.

3. Design Considerations

In determining the size and location of the skate plaza, the following must be considered to the extent that they are applicable to the Site Development Drawing:

- a. The site's limitations and positive points, as well as, the various generally accepted design standards related to the proposed areas, facilities, and activities. If local recreation and park agency standards have been developed, these should be considered.

- b. Applicable laws and regulations relating to public health and safety including land subdivision, zoning, and the Uniform Construction Code.
 - c. Handicap accessibility standards as prescribed by the Americans with Disabilities Act of 1990 (ADA).
 - d. Assess if the existing topography of the site is suitable for the types of activities and/or development being proposed. Free statewide topographic information is available and can be obtained for your site thorough the following link: http://www.pasda.psu.edu/uci/MetadataDisplay.aspx?entry=PASDA&file=PAMAP_Contours.xml&dataset=1245
 - e. Incorporate sustainable site design and green infrastructure (stormwater best management practices, LEED standards, native landscaping, trees, etc.) into your site design. View resources at:
 - f. <http://www.dcnr.state.pa.us/brc/publications/> (Creating Sustainable Community Parks)
 - g. <http://www.sustainablesites.org/> (Sustainable Sites Initiative)
 - h. <http://www.usgbc.org/> (LEED)
 - i. <http://www.dcnr.state.pa.us/brc/grants/indexgreen.aspx> (Bureau Sustainable Parks Website)
 - j. Evaluate alternate "Green" materials and designs that could be used to reduce environmental impact, potentially lower maintenance and operation costs, and conserve energy. Evaluate the cost impact of using "Green" materials and "Green" design; evaluate the costs and benefits of low-impact design and maintenance; and evaluate the life cycle cost impact of using specific alternate materials.
 - k. Significant historic areas and structures.
4. Site Development Drawings (SDD)
- a. Site Development Drawing. A drawing (map) of the site must be prepared reflecting the final proposed long-term, full development of the site. The following specifications and information must be added to the final site plan drawing to qualify for development funding opportunities:
 - b. Scale: each site is unique and the characteristics of that site will determine the scale most appropriate. The goal is to provide the SDD at as large a scale as possible to allow for as much detail as possible.
 - c. All features, uses and structures **proposed** for the site must be drawn to scale and

identified by name and/or description and shown in their exact proposed location. (This must include all **existing** features, uses and structures that are to remain on the site as part of the planned use and development of the park.)

- d. All roadways, driveways, trails and walkways must be clearly identified outlining type of proposed surfacing.
- e. The following items and information must be shown on the map:
 - Acreage of site
 - All uses, facilities and structures including utilities and stormwater structures proposed for the site
 - Benches (if applicable) including ADA compliance (back supports, arms, bump-out seating, etc.)
 - Boundaries of existing and proposed riparian buffers
 - Boundary lines of adjacent property parcels where they intersect with the project site. These lines should be shown to the extent that they provide information regarding density of surrounding lands, points of change in use of adjacent properties, and points of access to the site
 - Circulation patterns (proposed access roads / service drives / parking / trails / walks / ramps / paths and bridges) indicating **ADA compliance**
 - Drainage structures (swales / detention/retention basins / bioretention / block pavers / rain gardens)
 - Existing structures and facilities including utility installations and storm water facilities
 - Existing structures and facilities that are proposed or will remain on the site
 - Existing uses of surrounding property (Example: single family residential, multi-family residential, commercial, industrial, undeveloped natural areas)
 - Flood plains (delineate floodway and 100 year flood level)
 - General location and type of easements, right-of-ways, and deed restrictions on the site
 - Graphic Scale, North Arrow, Date, Legend
 - Natural and man-made barriers
 - Name of Park or Open Space Area
 - Name of municipality/owner
 - Notations and legends necessary to fully explain the size, type and location of any existing or proposed use, feature, or facility
 - Seal of designing landscape architect, architect, or engineer registered in Commonwealth of Pennsylvania
 - Site boundaries with metes and bounds
 - Site control structures (fences / crosswalks / retaining walls / bollards / gates)
 - Site zoning and zoning of surrounding properties
 - Topography (two to ten foot contours, or spot elevations indicating land character and grade changes for relatively level sites)
 - Vegetation (existing and proposed trees and forested areas / meadow areas, gardens, landscaped plants)
 - Water features (streams / rivers / ponds / lakes)
 - Wetlands (identify any on or immediately adjacent to site)
 - Other site features that may impact, or be impacted by, the use and development of the site

5. Design Cost Estimate

- a. Development (construction) costs. Provide, by area, a *current* detailed cost estimate for the development of the proposed skate plaza. The cost estimate

should include: engineering and other professional services cost; construction and materials cost; project administration cost; and, a contingency of at least 10% of the construction cost estimate.

- b. Phased capital development program. If the proposed development cannot realistically be carried out in one to three years as one project, develop a phased and prioritized multi-year capital development program indicating costs associated with each phase. Projects may be rehabilitated or developed in phases, but the project scope of work proposed for grant assistance or any subsequent change in that scope in each phase must be comprehensive enough to result in a complete and useable facility or area.

6. Final Products

To meet the submission requirements for future development grant applications the following deliverables are required: (1) SDD (if presented in phases a color drawing outlining each phase may be most appropriate); (2) Cost Estimate (as one phase or a complete project).

7. Public Participation

All public participation requirements as outlined in Section II., Part B, No.3 shall apply to the development of a feasibility study/plan for the skate plaza.

SECTION IV. ORGANIZATION AND REQUIRED SUBMITTALS FOR PROPOSAL

A. Letter of Transmittal

This letter should include:

- a statement indicating your understanding of the work to be performed;
- an affirmation of the firm's qualifications for professionally and expertly conducting the work as understood;
- the firm's contact person concerning the proposal and a telephone number where that person can be reached; and,
- a clear statement of the firm's, and/or the principals of the firm, relationship(s) with, or knowledge of any officials or employees of the City of Williamsport and the nature of this relationship or knowledge.

FAILURE TO CLEARLY STATE AND FULLY DISCLOSE ANY OF THE INFORMATION REQUIRED IN THE LETTER OF TRANSMITTAL SHALL BE GROUNDS FOR THE CITY OF WILLIAMSPORT TO REJECT THE FIRM'S PROPOSALS AND WILL BE GROUNDS FOR IMMEDIATE CANCELLATION OF ANY CONTRACT ENTERED INTO BETWEEN THE CITY OF WILLIAMSPORT AND THE FIRM WITHOUT PAYMENT OF WORK COMPLETED.

B. Profile of Firm

This should be a brief statement indicating the firm's experience in conducting work of the nature sought by this RFP. Advertising brochures on the firm may be submitted as a part of this profile as long as the brochures specifically address the experience of the firm related to the work to be performed.

Additionally, this profile should include:

- The location of the firm's office that will provide the proposed services;
- Resumes of individual consultants or employees proposed to conduct the work and the specific duties of each consultant or employee relative to the proposed work;
- A brief reference list of other municipalities served by the firm should be provided with telephone numbers and names of contact persons; and,
- Any other information describing the office may be included if it relates to the capabilities and expertise of the firm in doing comparable work.

Note: DCNR requires that the project consulting team have certain qualifications per the DCNR document attached as Appendix B. Please be prepared to confirm that your consulting team meets these qualifications.

C. Explanation of Work to be Performed

The proposal must include a detailed description of the procedures and methods you propose to use to complete the work requested by the City of Williamsport. This is important because the methods and procedures proposed will receive primary consideration in evaluating your proposal. Examples of similar work will be helpful and may be included.

D. Work Schedule

A project work schedule should be provided which includes time frames for each major work element, target dates for public meetings, and dates for completion of draft and final documents.

E. Cost

Full cost information should be provided that shows the minimum number of hours to be provided by each person assigned to the proposed work by the firms organizational levels. The proposed hourly rate for billing shall be included for each person. The hours of work and cost shall be itemized for each major work element of the proposal. An itemized estimate of reimbursable expenses must be included. The total amount of maximum payment must be stated.

The cost shall be based on the hours of work provided and "out-of-pocket expenses" and shall not exceed the maximum cost proposed unless an amendment to the contract is negotiated and approved by the proper authority of the City of Williamsport.

Your method of billing must be indicated. The preferred practice of the City of Williamsport is to pay for this type of consulting service upon completion of the work and receipt of the required report; however, the City of Williamsport will consider paying on a periodic basis as substantial portions of the work are performed, but not more than one time per month. Regardless of the billing method used, ten percent (10%) of the total contract price will be withheld until the final product is approved by DCNR.

F. Other Submittals

Additionally, documents attached as appendices to this RFP shall be fully executed and returned with the proposal as follows:

Nondiscrimination Certification (for proposing firm)

SECTION V. EVALUATION CRITERIA

All proposals will be evaluated based on the technical and professional expertise and the experience of the firm, the proposed method and the procedures for completion of the work, and the cost of the proposal. The apparent ability of the firm to be independent and objective in performing the requested work will also be considered.

A. Technical Expertise and Experience

- The technical expertise and experience of the firm will be determined by the following factors:
- The overall experience of the firm in conducting similar work that is to be provided to the City of Williamsport.
- The expertise and professional level of the individuals proposed to conduct the work for the City of Williamsport.
- The clarity and completeness of the proposal and the apparent general understanding of the work to be performed.

B. Procedures and Methods

The methods and procedures proposed to be utilized to conduct the work requested as they relate to thoroughness and objectiveness will be of primary importance in evaluating proposals. This includes evaluation of the soundness of the approach relative to the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the work to ensure timely and orderly completion.

C. Cost

The cost will be weighed in relation to the other proposals received and shall be evaluated relative to the number of hours of professional consulting services to be received by the City of Williamsport and the overall level of expertise of the specific firm's personnel proposed to do the work for the City of Williamsport.

All, or selected, firms submitting proposals may be invited to give an oral presentation explaining their proposal.

SECTION VI. CONTRACT

A proposed agreement is included (next page) for your review. If you believe that this agreement is adequate, it should be completed in all material respects, including execution, and returned with the proposal. If you feel that an alternative agreement is more suitable, you may submit such as a part of your proposal. However, the City of Williamsport reserves the right to enter into the enclosed agreement with the successful firm or to negotiate the exact terms of a professional (consulting) services contract.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made and entered into this _____ day of _____, 2010, by and between the City of Williamsport, Lycoming County, Pennsylvania, a municipal corporation, hereinafter referred to as City of Williamsport, and, hereinafter referred to as "Consulting Firm".

WHEREAS, the City of Williamsport desires to have certain one-time professional consulting work done involving the City of Williamsport pool feasibility study; and,

WHEREAS, the City of Williamsport desires to enter into a contract for this work as indicated in the Request for Proposals, hereinafter referred to as "RFP", and made a part of this agreement, included herein by specific reference, and attached as Appendix A to this agreement; and,

WHEREAS, the Consulting Firm desires to provide services requested in the RFP to the City of Williamsport based on the formal proposal submitted in response to the City of Williamsport's RFP, said proposal made a part of this agreement, included herein by specific reference and attached as Appendix B to this agreement; and,

WHEREAS, the parties to this agreement have further negotiated changes or additions to Appendix A and/or Appendix B and have set forth these changes or additions as Addendum to this agreement as follows: None; and

WHEREAS, the Consulting Firm is equipped and staffed to provide the services set forth in the RFP;

NOW, THEREFORE, the parties mutually agree as follows:

TERMS AND CONDITIONS

THE CONSULTING FIRM WILL:

Provide professional consulting services as specified in the RFP and accepted by the Consulting Firm's proposal and amended by any addendum listed herein and attached hereto.

Assign the following individuals to do the City of Williamsport's required work as the minimum number of hours as indicated:

NAME

POSITION

MINIMUM HOURS

Any changes to the staffing proposed above shall be subject to the approval of the City of Williamsport; however, staff changes by the consulting firm will not be denied where the staff replacement is of equal ability or experience to the predecessor.

Insurance and Indemnification:

1. All work relating to this Request for Proposal shall be done by an individual/firm company acting as an independent contractor to the City of Williamsport.
2. The individual/firm/company shall hold the City of Williamsport harmless and indemnify same.
3. The Contractor, during the life of the work, shall assume entire responsibility and liability for any and ally injury to any and all persons, including the Contractor, the Contractor's employees, employees of subcontractors, and for any and all damages to persons and property caused by or in connection with the prosecution of this work. The following (minimum) proof of insurance, shall be submitted to the City of Williamsport prior to any work being done and shall remain in force throughout the term of the Contract/Agreement period and shall name the City of Williamsport as an additional insured.
 - A. Workers Compensation Insurance - \$100,000
 - B. Liability Insurance - \$1,000,000
 - C. Vehicle Insurance/Commercial Auto - \$100,000
 - D. Property Damage - \$250,000
4. The Contractor recognizes that the City of Williamsport is a municipal government and therefore the Contractor agrees to protect, exonerate, defend, indemnify and save harmless the City of Williamsport from any and all liabilities, claims, demands, whatsoever, legal or otherwise, that may have arisen out of or resulting from acts of commission or omission of the Contractor or his subcontractors or materialmen, their agents, servants, or employees, directly or indirectly out of the performance of any agreement or contract executed pursuant thereto or arising out of acts of omission or commission by any person whatsoever.

:

The City of Williamsport will:

Compensate the consulting firm based on the actual hours worked and actual reimbursable expenses for total amount not to exceed \$40,000.

Provide reasonable access to all City of Williamsport personnel, facilities, and information necessary to properly conduct and complete the work required under this agreement.

Bear the responsibility for implementing provisions and/or recommendations of the final adopted plan completed under the terms of this contract unless implementation is required as a part of the requested work in the RFP, the consulting firm's proposal, or any negotiated addendum that is part of this agreement.

Make payment to the consulting firm within thirty (30) days after receipt of a properly prepared invoice for work satisfactory completed.

Make final payment to the consulting firm within thirty (30) days after final product is accepted by the City of Williamsport and is approval by DCNR.

FURTHER, IT IS AGREED BY BOTH PARTIES THAT:

The final product produced by the consulting firm pursuant to this agreement, including the study/plan narrative report, maps, drawings, and other documents prepared by the consulting firm and intended to be appended to the study/plan narrative report or be included by reference, shall be owned by the City of Williamsport and DCNR.

In witness thereof, the parties hereto have executed this Agreement on the day and date set forth above.

WITNESS:

FOR THE CITY OF WILLIAMSPORT

Title: _____

Title: _____

WITNESS:

FOR THE CONSULTING FIRM:

Title: _____

[THIS CERTIFICATION IS REQUIRED]

APPENDIX A

To Request for Proposal for City of Williamsport Pool Feasibility Study

NONDISCRIMINATION

Nondiscrimination and equal opportunity are the policy of the Commonwealth/City of Williamsport in all its decisions, program, 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. 8 951. et, seq.), and (43 P.S. 8 953), by assuring that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

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

- (a) Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Contractor 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. Contractor 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) Contractor 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) Contractor 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 contractor 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 contractor 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 contractor will be unable to meet its obligations under this nondiscrimination certification, contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

- (f) Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's noncompliance with the nondiscrimination certification or with any such laws, this contract may be terminated or suspended, in whole or part, and contractor may be declared temporarily ineligible for further DCNR/City of Williamsport contracts, and other sanctions may be imposed and remedies invoked.
- (g) Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the DCNR/City of Williamsport for purposes of investigation to ascertain compliance with the provisions of this certification. If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Williamsport.
- (h) Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
- (i) Contractor shall include the provisions of this nondiscrimination certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (j) Contractor's obligations under this clause are limited to the contractor'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.