

CONTRACT

This contract entered into this _____ day of _____, 2021 effective through December 31, 2021 or until total completion of the project, by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

GREENMAN-PEDERSEN, INC.
("GPI")
52 GLENMAURA NATIONAL BOULEVARD
SUITE 302
SCRANTON, PA 18505
570-342-3700

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in accordance with the terms and conditions hereinafter set forth and the Contractor is ready, willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing civil engineering and professional consulting services for the City of Scranton 2021 Keyser Valley Stormwater and Flood Mitigation Study. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

CIVIL ENGINEERING AND PROFESSIONAL CONSULTING SERVICES FOR THE CITY OF SCRANTON KEYSER VALLEY STORMWATER AND FLOOD MITIGATION STUDY PER THE ATTACHED BID PROPOSAL AND SCRANTON'S SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Greenman-Pedersen, Inc. ("GPI") dated November 12, 2020 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely as an independent contractor, and nothing contained or implied shall at any time be so construed as to create the relationship of employer and employee, partnership, principal/agent, or joint adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder.

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

- (1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$ 500,000.00
Professional Liability	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$ 1,000,000 each person \$ 1,000,000 each occurrence \$ 1,000,000 aggregate
Property Damage	\$ 500,000 each occurrence
Personal Injury	\$ 500,000
Comprehensive Automobile Liability:	
Bodily Injury	\$ 300,000 each person \$ 500,000 each occurrence
Property Damage	\$ 500,000 each occurrence

- (2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

- (a) Name of insurance company, policy number, and expiration data;
- (b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Contractor);

- (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;
- (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
- (e) A statement confirming that Scranton, its agents and employees have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non-defaulting party for all costs and expenses incurred by the non-defaulting party in connection with the default, including without limitation, court costs and attorney's fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council.

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

L. Reed
CITY CLERK

BY: R. G. H.
MAYOR

DATE: 3.12.2021

DATE: 3/12/2021

COUNTERSIGNED:

John J. Murray
CITY CONTROLLER

Tom Keenan
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

DATE: 3-12-2021

DATE: 3/15/21

APPROVED AS TO FORM:

J. M.
CITY SOLICITOR

DATE: 12 Mar 21

GREENMAN-PEDERSEN, INC.

BY: Stephen C. Pinto

TITLE: EXECUTIVE VICE PRESIDENT

DATE: 04/07/2021



BUREAU OF CITY PLANNING

CITY HALL : 340 NORTH WASHINGTON AVENUE : SCRANTON, PENNSYLVANIA 18503 : PHONE 570-348-4280 : FAX 570-348-4171

January 14, 2021

Joseph O'Brien, Esq.
City Solicitor
City Hall
Scranton, PA 18503

Re: Keyser Valley Stormwater and Flood Mitigation Study

Dear Atty. O'Brien:

The City of Scranton had requested proposals for Professional Engineering Services to undertake the Keyser Valley Stormwater and Flood Mitigation Study (copy attached). In response we had received 5 proposals. Tom Preambo and I reviewed and rated these and have come to the conclusion that proposal submitted by Greenman-Pedersen, Inc. (copy attached) was the most advantageous to the City considering the work proposal and cost.

At this time I request a contract be drafted and any other actions be taken so that the City may engage Greenman-Pedersen, Inc. to begin this important project.

If you have any further questions regarding this matter please call me at 570-348-4280.

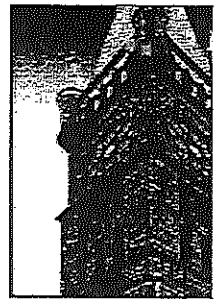
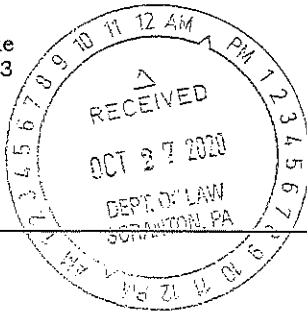
Sincerely,

Donald J. King, AICP, CFM
City Planner

cc: Tom Preambo, Director, DPW
Julie Reed, Purchasing Clerk

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

October 27, 2020

Mr. Donald King
City Planner
City of Scranton
Municipal Building
Scranton Pa, 18503

Dear Mr. King,

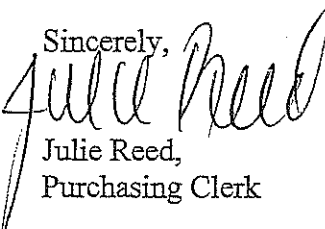
This is to inform you that proposals will be opened in City Council Chambers on Friday, November 13, 2020 at 10:00 AM for the following:

**Civil Engineering and Professional Consulting Services for the City of Scranton
Keyser Valley Stormwater and Flood Mitigation Study**

Attached, please find RFP and Specifications.

Thank you for your cooperation in this matter.

Sincerely,



Julie Reed,
Purchasing Clerk

CC: Mayor Paige Cagnetti
Mr. John Murray, City Controller
Mrs. Lori Reed, City Clerk
Mrs. Rebecca McMullen, Financial Manager
✓ Atty. Joseph O'Brien Esq., Acting City Solicitor
File

REQUEST FOR PROPOSALS

Separate sealed proposals will be received by the Office of the City Controller for the City of Scranton, 340 North Washington Avenue, Scranton, Pa. 18503 until 10:00 a.m. Friday, November 13, 2020, at which time such proposals will be read aloud in City Council Chambers located on the second (2nd) floor in City Hall and will be made available for public viewing at www.youtube.com/user/electriccitytv570 for the following:

Civil Engineering and Professional Consulting Services for the City of Scranton Keyser Valley Stormwater and Flood Mitigation Study

All proposals shall be in accordance with the provisions of the Request for Proposals (RFP) which may be obtained from the City of Scranton Purchasing Department, 340 North Washington Ave., Scranton, Pa. 18503 and which may be had by bona fide bidders. Copies can be obtained on the City of Scranton website at www.scrantonpa.gov. If you intend to submit a proposal, you are required to notify Julie Reed, Purchasing Clerk for the City of Scranton via email at: jreed@scrantonpa.gov. If you fail to notify the Purchasing Clerk of your intent to submit a proposal, you will not receive any Addenda or answers to any questions that may be submitted by other bidders.

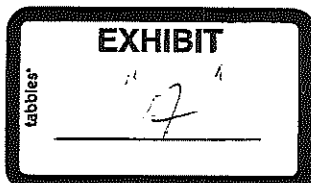
All proposals must be accompanied by signed Affirmative Action, a Certificate of Non-Segregated Facilities, a Non-Collusion Affidavit and Disclosure Forms.

Sealed envelopes containing the proposals will be received and identified by "Proposal – RFP – Keyser Valley Stormwater and Flood Mitigation Study." The envelopes should be mailed to John Murray, Office of the City Controller, City Hall, 340 North Washington Avenue, Scranton, PA 18503, so as to arrive by the date and time specified above. Envelopes containing proposals can also be hand delivered to the Office of the Treasurer located on the first (1st) floor in City Hall.

The City of Scranton is committed to maintaining the health and safety of all employees and visitors. Therefore attendance at the bid opening is not a requirement. If you choose to attend the bid opening, masks are required upon entrance into the building. We will allow each bidder to have one representative attend the bid opening.

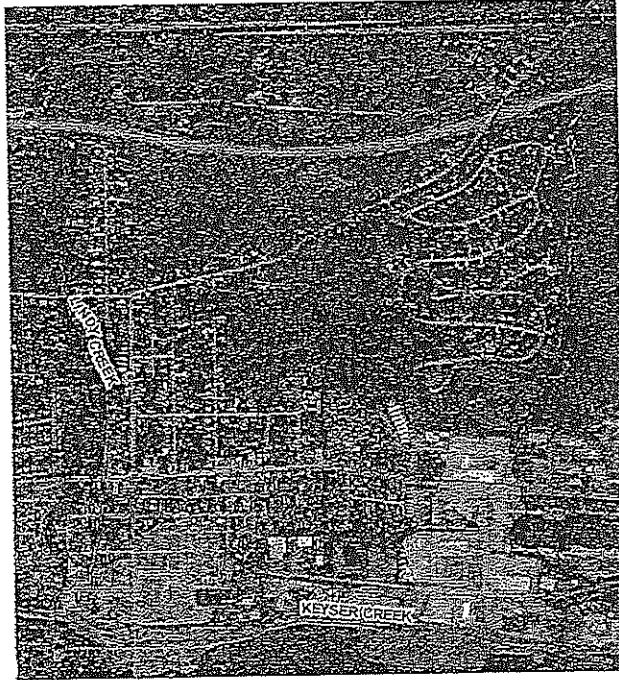
If you have any questions, please contact Donald King at: dking@scrantonpa.gov.

Donald King
City Planner



REQUEST FOR PROPOSALS
CIVIL ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES FOR THE CITY OF SCRANTON

***KEYSER VALLEY STORMWATER AND FLOOD MITIGATION
STUDY***



Proposal Due Date: Friday, November 13, 2020 at 10:00 a.m.

Issued By: Donald King, City Planner

City of Scranton

340 N. Washington Ave

Scranton, Pa. 18503

SECTION 1: INSTRUCTIONS TO RESPONDENTS

OBJECTIVE

The City of Scranton, Pennsylvania is hereby soliciting sealed proposals for the purpose of selecting a qualified firm or firms to provide civil engineering and professional consulting services for the City of Scranton Keyser Valley Stormwater and Flood Mitigation Study.

QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS

All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective Respondents in accordance with the terms and conditions of this RFP. All questions shall be submitted on or before Monday, November 9, 2020 by 4:30 P.M. and should be addresses as follows:

Scope of Work/Proposal Content questions shall be emailed to Donald J King, AICP, CFM, City Planner at: dking@scrantonpa.gov

ADDENDUM

Any addendum issued by the City shall become part of the RFP and will be incorporated in the proposal.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Controller's Office on or before Friday, November 13, 2020 at 10:00 a.m. They can also be hand delivered to the Office of the Treasurer by the date and time listed above. Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted. Each Respondent must submit one (1) original Proposal, and four (4) additional Proposal Copies along with an electronic copy (PDF) on a CD or Thumb drive. Five (5) copies of the Proposal Fee shall be submitted in a separate sealed envelope contained within the Respondents sealed proposal. Proposal submitted must be clearly marked: RFP Keyser Valley Stormwater and Flood Mitigation Study and then list Respondents name and address.

Proposals must be addressed and delivered to:

JOHN MURRAY, City Controller

City Hall

340 N. Washington Ave.

Scranton, Pa. 18503

All Proposals received on or before the due date will be publicly opened at 10:00a.m. on November 13, 2020.

Hand delivered Proposals will be date/time stamped/signed by the City Controller's office at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Respondent for any unforeseen circumstances, delivery or postal delays. Postmarking on the due date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal.

Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the City determines that circumstances warrant it.

A Proposal will be disqualified if the Fee Proposal is not contained within a separate sealed envelope.

PROPOSAL TERMS AND REQUIREMENTS

The City reserves the right to reject any and all proposals, to waive or not waive informalities or irregularities in the response procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the City to be in the best interest of the City. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response shall be documented and included as part of the final contract.

Proposals must be signed in ink by an official authorized to bind the Respondent to its provisions for at least a period of one hundred eighty (180) days from the due date of this RFP.

Failure of the successful respondent to accept the obligation of the contract may result in the cancellation of any award.

SECTION 2: SCOPE OF WORK

THE CITY OF SCRANTON is seeking proposals from professional engineering firms to perform a full and complete hydrologic/hydraulic storm water management/flooding assessment study of the Merrifield Pump Station drainage area in the City of Scranton. The drainage area is bounded by the Keyser Creek on the north; the City Line to the west; Division Street to the south; and Grant Avenue on the east. Consideration is to be given to the areas outside of this quadrant that drain into the Merrifield Avenue Pump Station area.

The Scope of services to be included in this assignment is as follows:

- 1) Site visits/surveys;
- 2) A detailed description of the problem area along with a flood inundation map outlining the extent of the flood area;

- 3) A detailed breakdown of the number of structures (homes, businesses, and industrial sites) that have experienced flood damage to include the number of times the structures have been flooded, the type and depth of flooding (basement or first floor), and the amount of damage sustained per flood event;
- 4) A detailed hydrologic analysis listing the recommended flood discharges for a series of annual events such as the 2-year, 5-year, 10-year, 25-year, 50-year, 100-year, 500-year, and a discussion on which hydrologic methods were considered and why the recommended discharges were selected;
- 5) An updated cross-sectional survey of the waterway and floodplain;
- 6) A simulated computer model using the U.S. Army Corps of Engineers Hydrologic Engineering Centers River Analysis System (HECRAS) verifying the flood inundation limits for a 100-year flood discharge;
- 7) Information on the cost effectiveness, annual maintenance (ease of and cost), and constructability of the project;
- 8) An annotated sketch that shows how the project will impact (change) the flood plain limits shown on the current FEMA Flood Insurance Mapping;
- 9) Development and analysis of existing stormwater management facilities and proposed alternatives in study area;
- 10) Engineering design of a proposed stormwater collection/conveyance system;
- 11) Assessment and evaluation of existing Merrifield Pump Station to ascertain whether expansion/replacement is necessary;
- 12) A detailed estimate for the total project cost including modification and/or replacement of the existing Merrifield Pump Station. The estimate must be prepared, signed, and dated by an engineer or other qualified professional and should be accompanied where appropriate by copies of the signed bid/quotations, contractor estimates, sales agreements or other documentation that verify project cost estimates.
- 13) A set of construction drawings showing project details including but not limited to plans, profiles, payment section, structural details, erosion and sedimentation control plan, miscellaneous details, and traffic control plan and a complete set of technical specifications addressing each construction item. These specifications, if applicable, should adhere to guidelines specified in the following: PennDOT 408 manual and ACI, ASTM, and AASHTO specifications.
- 14) A list of required agency permits for the anticipated work;
- 15) Meetings with City of Scranton – assume four (4) meetings.

The selected professional engineering firm shall furnish the City of Scranton nine (9) bound copies and one (1) loose copy of the completed report along with an electronic copy (WORD or PDF) and all HECRAS modeling data.

SECTION 3: MINIMUM INFORMATION REQUIRED

EVALUATION CRITERIA

Respondents should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope)
- E. Authorized Negotiator

The following Section describes the elements that should be included in each of these proposal sections.

A. Professional Qualifications

1. State the full name and address of your organization and, if applicable, the branch office or other subordinates element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation.

If as a corporation, include the state in which it is incorporated. Indicate whether it is licensed to operate in the State of Pennsylvania.

2. Include the number of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes or qualifications are required for proposed project personnel who will be assigned to the project. Qualifications and capabilities of any sub-consultants must also be included.

3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm qualified for this work.

B. Past involvement with Similar Projects

The written proposal must include a list of specific experience in the project area and indicate proven ability in developing detailed designs and implementing similar projects for the firm and the individuals to be involved in the project. The proposal must also indicate proven ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual completion date and final cost of the design is to be included in this section. A

complete list of client references must be provided for similar projects recently completed. The list shall include firm/agency's name, contact name, project title, owner name, address, and phone number.

C. Proposed Work Plan

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of the project. The work plan shall include, but not be limited to the objectives/tasks listed in Section II of the RFP. The work plan shall define resources needed for each task (title and person hours) and the staff persons completing the project element tasks. In addition, the work plan shall include a time line schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones (i.e., when project elements, measures, and deliverables) are to be completed. Additional project elements suggested by the respondent that are thought to be necessary for the completion of the project are to be included in the work plan and identified as respondent-suggested elements. Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main respondent. Include any other information that you believe to be pertinent, but not specifically asked for elsewhere.

D. Fee Proposal

Fee proposals shall be submitted in a single separate sealed envelope with the proposal. Any proposal not complying with this requirement may be subject to disqualification.

Fee proposals are to include the names, title, hourly rates, overhead factors, and any other details by which the overall and project element costs have been derived. The fee proposal is to relate in detail to each item of the proposed work plan, including the respondent suggested project elements and respondent-suggested contingencies, if any.

The total fee proposal may be adjusted after negotiations with the City and prior to signing a formal contract, if justified.

E. Authorized Negotiator

Include the name and phone number of persons(s) in your organization authorized to negotiate the Scope of Work with the City.

Proposal Evaluation

1. A Selection Committee will evaluate each proposal by the above described criteria and to select a short list of firms for further consideration.

A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the

Respondents. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

2. If needed, the Committee then will schedule the interviews with the selected firms. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project.

3. The firms interviewed will then be re-evaluated by the described criteria.

4. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by the City.

The City reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation. The City also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, a portion of the scope, or a revised scope.

Attachment A. Affirmative Action Certification

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

- (1) Bidder 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. Bidder 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 advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder 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 affirmative action certification.
- (2) Bidder 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, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder 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 bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) 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 bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in

part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder'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.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment B. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment C. Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

_____, being
first duly sworn, deposes and says that:

1. He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has
submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20_____

(TITLE)

MY COMMISSION EXPIRES _____
_____, 20_____

D. Disclosures by Current Contractors

List of Municipal Officials

Mayor of Scranton
Scranton City Councilpersons
Scranton Controller
Scranton Tax Collector

1. Provide the names and titles of all individuals providing professional services to the City including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.

- List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;

- List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.

2. Since January 1, 2015, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.

3. Since January 1, 2015, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.

4. Since January 1, 2015 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.

5. Since January 1, 2015, has the contractor, officer, director, executive-level employee, or owner of at least five percent (5%) of the company made any contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.

6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship.

7. Since January 1, 2015, has the Contractor, officer, director, executive-level employee, or owner of at least five percent (5%) of the company conferred any gift of more than nominal value to any

individual on the list of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.

8. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

9. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sign the verification statement below.

VERIFICATION

I, _____, hereby state that I am the owner of

_____ and that I am authorized to make this verification.

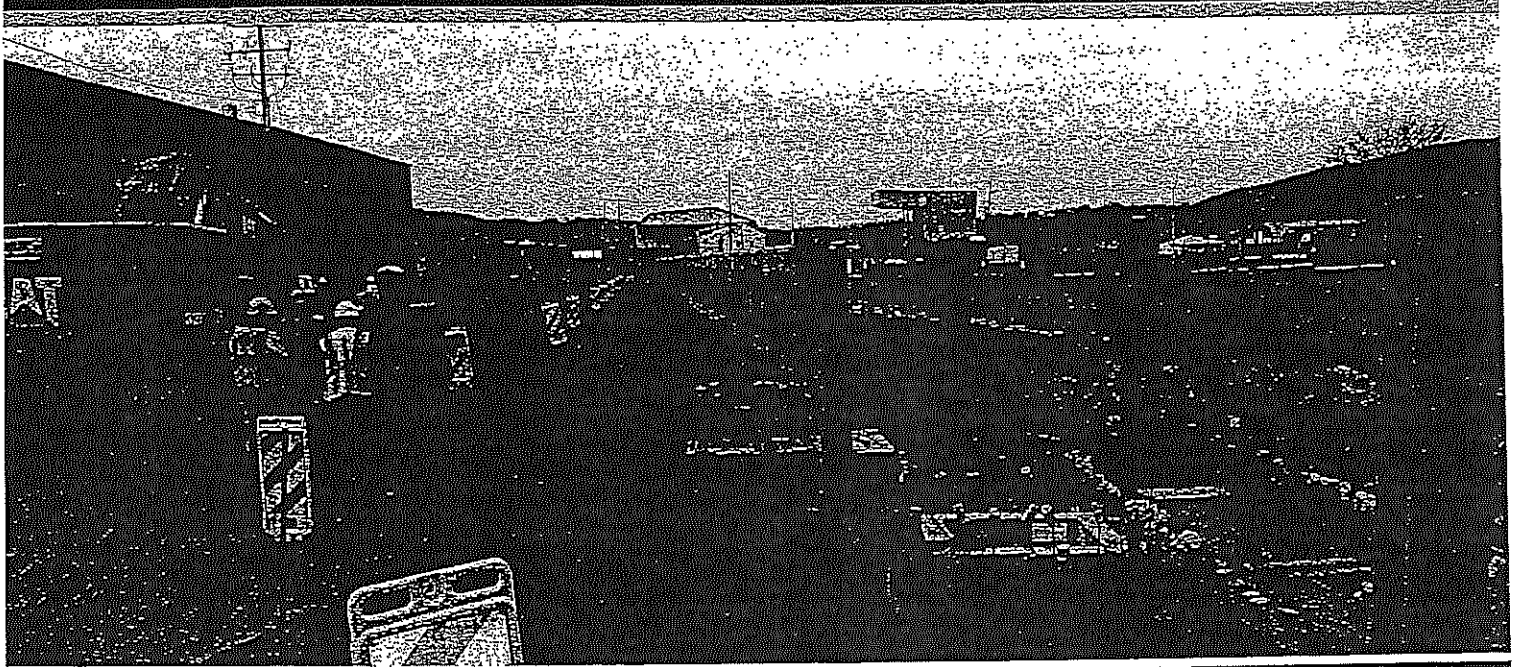
I verify that the facts set forth herein for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: _____

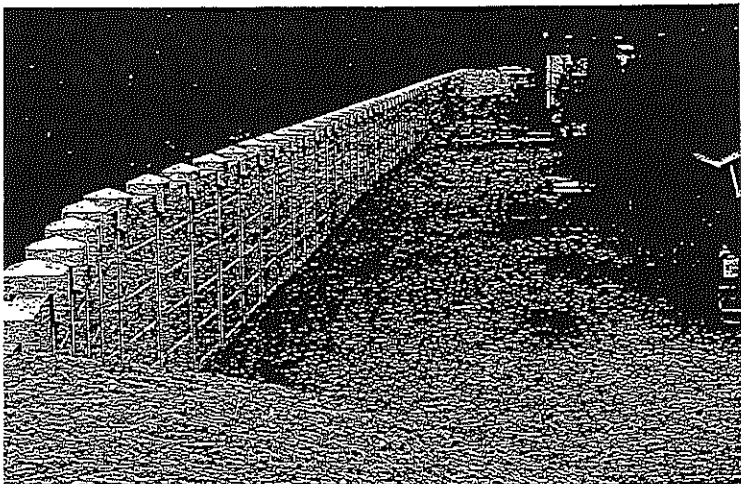
Date: _____



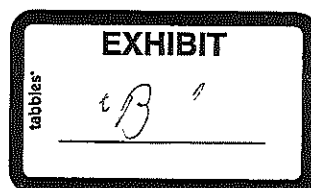
Engineering | Design | Planning | Construction Management



Technical Proposal
Keyser Valley Stormwater and Flood Mitigation Study
Civil Engineering and Professional Consulting Services
November 12, 2020



Submitted to:
City of Scranton



November 12, 2020

John Murray, City Controller
City of Scranton
340 N. Washington Ave.
Scranton, PA 18503

RE: Civil Engineering and Professional Consulting Services / Keyser Valley Stormwater and Flood Mitigation Study

Dear Mr. Murray,

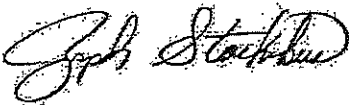
We are pleased to furnish the enclosed proposal for your review and consideration for providing Engineering and Consulting Services for the Keyser Valley Stormwater and Flood Mitigation Study. A review of this package will show that we have extensive experience with similar projects for various sectors of the industry.

From local clients to national federal agencies, flood mitigation studies, along with stormwater conveyance improvement projects, are an integral component of our engineering focus. We have assembled a team of professionals whose strengths, backgrounds, and experiences are specifically tailored to a project of this type.

In addition to flood mitigation project experience, GPI has a very strong NEPA presence with an emphasis on projects within Lackawanna County. GPI has served as the Lackawanna County engineer since 2010. We are also the current Engineer for the Scranton School District. We take great pride in building and maintaining our local community's infrastructure.

As the Project Manager, I will lead the proposed project team and will be available as needed. Thank you for considering GPI for this project. If you have any questions, comments, or would like to schedule an interview to discuss our qualifications, please feel free to contact me.

Regards,



Joe Stachokus, PE
Assistant Vice President / Civil Department Head
Project Manager / Point-of-Contact

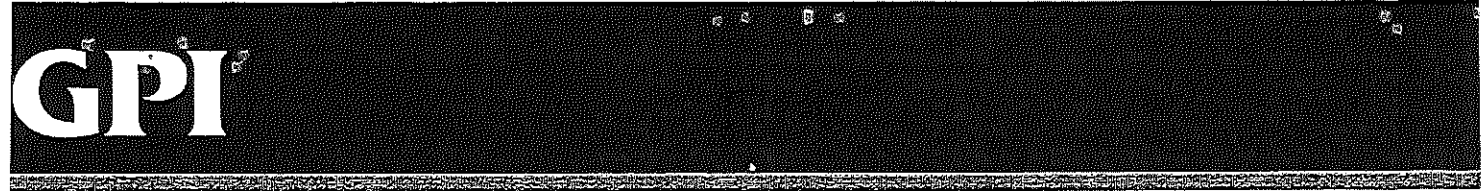


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SECTION I. PROFESSIONAL QUALIFICATIONS

Joe Stachokus, PE

Assistant Vice President / Civil Department Head

PROPOSED PROJECT
ASSIGNMENT: Project Manager

EDUCATION

BS
Penn State University
Civil Engineering

REGISTRATIONS

PA

YEARS WITH FIRM: 3

TOTAL YEARS EXPERIENCE: 27

PROFESSIONAL AFFILIATIONS

American Society of Highway Engineers
(ASHE)

Professional Profile

Mr. Stachokus provides project management, construction phase services, and engineering design on a variety of civil engineering and land development projects for private and governmental clients. These projects include corporate land developments, industrial and residential subdivisions, stormwater, flood plain analysis, erosion and sedimentation control, roadways, and infrastructure.

Mr. Stachokus has held numerous positions with local engineering firms in addition to being the owner / operator of his own business for 12 years. At GPI, Mr. Stachokus provides leadership to the civil engineering department, along with overseeing projects and participating in business development initiatives.

Project Experience

Tobyhanna Dam No. 2 Rehabilitation, Monroe County, PA

The project was to demolish and replace a deteriorated concrete spillway structure, along with the upgrade of hydraulic capacity of dam/spillway. GPI also provided the Erosion & Sedimentation Control Plan and H&H analysis.

Marquette Lake Dam, Lebanon County, PA

GPI has generated new inflow hydrology and spillway hydraulics for the Dam and conducted a new HEC-RAS model of the 3.2 mile long breach inundation corridor below the dam and prepared a dam breach analysis report, preliminary dam breach inundation maps, 35% development plans and the Emergency Action Plan for the existing dam.

Rocky Glen Dam, Moosic, PA

GPI provided civil engineering services to correct an insufficient spillway. GPI performed the following services: field survey between the lake and the dam; PA DEP coordination; preparation of a hydrolic model of the watershed and dam; developed a hydraulic model of the dam spillway and downstream waterways; and prepared a summary report.

Truesdale Colliery Development Phase 1 and Phase 2, Hanover Township, PA

GPI is currently designing a stream relocation projects for Earth Conservancy. The project involves performing Hydrolic & Hydraulic modeling for 2 miles of Nanticoke Creek and 1.15 miles of Leuder Creek with 6 structures. A DEP Joint Permit Application, Dam Breach Permit, and NPDES Permit will be submitted to the Regulatory Review Agencies.

*Stream Restoration Project, Jackson Township, PA

Site engineering for a Stream Restoration project along an unnamed tributary to Drakes Creek that is located on the Lands of Robert S. Tambur and Liza Tambur at 1045 Mountain Road in Jackson Township, Luzerne County. The stream restoration project involved reconstruction of 320 LF of stream channel. Responsibility included project management, site layout and design, D.E.P. permits, E & S design, Hydrologic and Hydraulic Study, contract documents, and construction phase services.

**Performed prior to GPI.*

GPI

James P. Moore, PE, CCM USACE E&C Fellow
Vice President

PROPOSED PROJECT
ASSIGNMENT: QA/QC

EDUCATION:

MS/Management of Technology
Lehigh University
BS/Civil Engineering
The Pennsylvania State University

REGISTRATION:

PA
Certified Construction Manager/CCM

YEARS WITH FIRM: 3
TOTAL YEARS EXPERIENCE: 43

PROFESSIONAL AFFILIATIONS:

American Society of Civil Engineers
(ASCE)
Society of American Military Engineers
(SAME)

PUBLICATIONS:

International Levee Handbook
American Arbitration Association

Professional Profile

Mr. Moore is a Managing Engineer/Director with diverse experience in leading construction, design, planning, and public works engineering teams. He has the proven ability to quickly create, modify, direct and redirect cross-functional teams; to develop and execute business strategies and projects; coupled with an ability to initiate and manage organizational change in periods of historic expansion and in periods of contraction. Mr. Moore is comfortable in dealing with all levels of the organization, from mechanics/technical specialists, to command/executive groups. He is especially strong in translating abstract management systems/concepts (risk-based models, ABC/M, LEAN, etc.) into practical applications. He brings strong, diverse technical knowledge applied to ensure that a cross-functional team delivers a properly integrated, quality product. Mr. Moore is a high energy individual, with the ability to provide strong leadership and produce effective results in:

- Dams, Levees, and Structures – design, construction, O&M, and Reconstruction/ Remediation of Failed and Marginal Structures
- International Projects including levees; roads, and bridges; military tactical, housing, and administrative facilities, and embassy/consulate structures and compounds.
- Hydraulic Structures and Transport Systems
- Design and Construction Contract Administration
- Program, Construction, and Project Management
- Earth and Rock Excavation/Embankments
- Roller-Compacted Structures

Project Experience

Greenman-Pedersen, Inc. – Vice President (01/2017 – Present)

- Provide technical assistance to regional offices to integrate and apply the diverse talents of the GPI Enterprise.
- Project Manager and Subject Matter Expert Bloomsburg Levee, Susquehanna Public Safety, Tobyhanna Dam Rehabilitation
- Leverage GPI expertise into currently underserved markets.
- Conduct a wide range of services for our clients, including forensic analyses of projects, programs, and processes.

HQ US Army Corps of Engineers – Engineering and Construction (Lead for Construction Management Community of Practice Leader) (2008 to 01/2017 – Retired)

- Voting Member, Dam Safety Senior Oversight Group Senior Civil Engineer for Construction Management
- Created and implemented policy for Mega Project Management, Design-Construction Evaluations (DCE) for civil works and military construction programs and projects throughout the Corps.
- Subject Matter Expert (SME) for earth and rock fill embankments; reinforced and roller-compacted concrete; complex mechanical and HVAC systems, standard, modular and panelized building systems.
- Developed risk-based and risk-informed models, guidance, and applications for both technical (dam and levee safety) and program (cost and schedule) performance.
- Developed and analyzed causal factor analysis tool for cost and time growth of civil works projects

GPI

Director of Public Works - Tobyhanna Army Depot (2002 to 2003)

- Supervised a staff of 139, to design, construct, maintain and repair real property, industrial and mobile equipment, roads and grounds, and other infrastructure. This was a newly formed "Most Efficient Organization" under A-76.
- Administered the implementation of new software system for stock acquisition, and asset tracking for electronics repair and fabrication missions.
- Studied and created a system to collect excess electronic parts from work areas for centralized processing and redistribution to other projects, thereby reducing cost and cycle time.
- Refined installation Master Plan and other real property construction and O&M documents and processes.

US Army Engineer District, Baltimore – Northeastern Resident Office-Tobyhanna, PA (1986 to 2008)

- Supervised engineers, technicians, and clerical employees in Eastern PA and Southern NY and administered all three categories of Corps' programs: Civil Works, Military Construction, and HTRW; balancing and reallocating staff for efficient execution across a large geographic area.
- Constructed major new flood-risk reduction projects in the Susquehanna River Basin (Wyoming Valley, Scranton, Olyphant, Southern Tier, NY).
- Chief of the HTRW Design Branch and Assistant Chief of Construction Division in the District Office. Stand up HTRW capability in the Baltimore District; create a downward focused staff in the District Office.
- Headed disaster relief teams in Pennsylvania and West Virginia, providing relief, cleanup, and temporary facilities for affected residents and agencies.
- Served on a team with the Associated General Contractors, writing a joint "best practices" manual for Partnering, in order to reinvigorate the process.
- Managed the efforts of contractors, troop units, and civilians in the construction of base camps for the 7,000 NATO forces in the American Sector of Kosovo providing hard billets before the Balkan Winter.
- Instructor and Technical Proponent for the PROSPECT Program, training several thousand civilians and military personnel from 1988 to 2002.
- Served on District and HQ task forces for issues related to Partnering, HTRW, and design/construction related policies. Performed both solo and team-based analyses of organizational and technical problems.
- Evaluated levee system(s) along the Wisla River in Poland, to eliminate under seepage and prevent failure.

US Army Engineer District, Baltimore – McMillan Area Office – Washington DC (1982 to 1986)

- Constructed state of the art 180 MGD rapid sand water filtration plant for Washington DC.
- Led construction team in innovative use of engineered fabric and hydraulic fill to create runway overruns at National Airport.
- Led detail to resolve \$5M claim for Bloomington Dam, saving \$3M.

GPI

Matthew Chorba, PE, PLS, LEED AP

Professional Land Surveyor

**PROPOSED PROJECT
ASSIGNMENT: Professional
Land Surveyor****EDUCATION:**

BS

Drexel University

Civil Engineering

REGISTRATIONS:

PA (PLS and PE)

YEARS WITH FIRM: 14

TOTAL YEARS EXPERIENCE: 15

PROFESSIONAL AFFILIATIONS:

American Society of Highway Engineers

(ASHE)

Professional Profile

Mr. Chorba is a professional land surveyor who has worked on several site development projects for subdivisions and various types of buildings, highway and bridge construction projects, and roadway improvements for local municipalities. His responsibilities have included preliminary design, final design, and contract document preparation for new buildings, private developments, bridge rehabilitation, and bridge replacement projects.

Matt's experience also includes various surveying responsibilities such as assisting in property and topographical survey, stakeout, and plans preparation to meet ALTA survey requirements.

Project Experience

PennDOT, Multiple Projects

Surveying services for various roadway projects including roadway rehabilitation, realignments and culvert replacements. Survey work includes property and topographic surveys, deed mosaics, wetland locations, stream sections, utility location/routing and coordination of maintenance and protection of traffic as necessary on multilane roads.

Lackawanna County Engineer, Lackawanna County, PA

County surveying and engineering services, including design, permitting, bidding, construction, and inspection of various county projects. Survey work includes property and topographic surveys, deed mosaics, construction stakeouts, temporary and permanent property acquisition for construction projects, wetland locations, utility location/routing, and stream sections.

Underwood Road, Olyphant & Throop, PA

Approximately 0.9 miles of pavement rehabilitation and storm water repair. Also roadside swale repairs and some pavement base repair.

DGS Rushbrook Creek, Property Easement Acquisitions, Jermyn, PA

GPI provided property surveying services for 32 property/easement acquisitions for a flood protection project. Project included establishing horizontal control to existing property boundaries, plotting the proposed easement limits, and establishing the proposed property acquisitions.

DGS New Resource Center, Pike County, PA

Lead Surveyor for a topographical survey and mapping for a 20-acre wooded site as well as site features for the state roadway Highway Occupancy Permit.

Redpath Elevation Certification Survey, Hamlin, PA

GPI provided surveying services for the completion of a FEMA elevation certification, including establishment of an elevation benchmark on the appropriate datum and topographical collection to determine the structure, grade, and equipment elevations.

GPI

Leonard Smith, II, PE
Water Resouce Manager

PROPOSED PROJECT
ASSIGNMENT: Water Resources

EDUCATION

MS/1997/Water Resource and Environmental
Engineering
BS/1987/Chemistry and Biology

REGISTRATION

2006/Professional Engineer/PA

YEARS WITH FIRM: 3

TOTAL YEARS EXPERIENCE: 21

Professional Profile

Mr. Smith is a Discipline Manager with a proven record of solving complex problems; preparing clear, concise plans and engineering analyses; and obtaining regulatory approvals for multifaceted water resource and transportation projects. He is skilled at completing hydraulic analyses, conducting flood studies, developing watershed modeling, designing stormwater BMPs and drainage systems, obtaining Chapter 105 and NPDES permits, and preparing E&S plans.

Project Experience

Rocky Glen Dam, Moosic Lackawanna County, PA

Water Resource Engineer responsible for preparing a hydrologic and hydraulic analysis supporting the modification of a Class C-1 Dam, identified as an Unsafe Dam by PADEP, Division of Dam Safety. Completed an Alternatives Analysis using HEC-1 to identify requisite modifications to the dam, spillway and reservoir to mitigate the unsafe conditions to pass the Probable Maximum Flood. Completed supplementary analysis using HEC-1 to model the temporary breaching of an abandoned railroad embankment acting as a dam within 30-acre Rocky Glen Reservoir. Coordinated with PADEP, Dam Safety to obtain approval for the temporary breaching of the railroad embankment.

McBrien Property Dam Inspection And Dam Break Analysis, Carbon County, PA

Completed a dam inspection as part of the due diligence investigation for a private parcel of land near Weatherly. Inspected all dam components including the crest, spillway, abutments, and downstream channel. Documented the findings of the inspection in a photo log and dam inspection report submitted to PADEP. Prepared a Dam Break analysis for the existing dam to document the extent of flooding and potential residential damage that would occur if the dam was breached by a storm event.

Penn Lake Dam Inspection, Luzerne County, PA

Completed the 2007 through 2015 dam inspection for the Dam. Inspected all dam components including the crest, spillway, abutments, and downstream channel. Document findings in a photo log and dam inspection report submitted to PADEP. Oversaw the preparation of the 2013 update to the Emergency Action Plan for Penn Lake Dam, identifying emergency action protocols, evacuation routes and notification for high water emergencies involving the dam.

Pocahontas Lake Emergency Action Plan, Monroe County, PA

Prepared 2010 Emergency Action Plan for a 235-acre-feet lake and C-2 dam located in Stroud Township. Conducted a field view of the inundation area and identified changes in development within the inundation area between the previous EAP and the 2010 revision. Identified emergency management agencies and contact information for important agencies to be contacted in the event of a dam failure.

Toby Creek Impounding Basin, County, PA

Evaluated the performance of the existing impoundment basin configuration based upon observed accounts of water surface elevations for a historic event in which the basin was overtopped. Prepared design computations supporting the reconfiguration of the emergency spillway into a two-stage stepped spillway. Oversaw the design of an energy dissipation device at the bottom of the modified spillway. Developed Emergency Action Plan for the Impoundment Basin to be used in the imminent threat of overtopping of the dam.

GPI

Barbara Idhaw, PE

Assistant Vice President / Northeast Regional Manager

PROPOSED PROJECT
ASSIGNMENT: Structural
Engineer

EDUCATION

MS
Lehigh University
Civil Engineering

BS
Lehigh University
Civil Engineering

REGISTRATIONS

PA

YEARS WITH FIRM: 18

TOTAL YEARS EXPERIENCE: 25

PROFESSIONAL AFFILIATIONS

American Society of Highway Engineers
(ASHE)

Advancing Women in Transportation (WITS)

Professional Profile

Ms. Idhaw has been primarily involved in preliminary and final design and contract document preparation for bridge rehabilitation, repair, and widening projects; preliminary and final design and preparation of contract documents for new bridges; and NBIS inspection, rating and appraisal of existing bridges.

Project Experience

ACOE Indefinite Delivery Contract, Flood Protection Projects, Scranton, PA

Assistant Project Manager and Lead Structural Engineer. Responsible for various aspects of final design of the Green Ridge and Plot Flood Protection projects. The project involves 13,000 lineal feet of levee and wall for flood protection from the Lackawanna River. Street closure structures of miter and roller gates, drainage structures, utility relocations and roadway relocations were also included. Final design responsibilities included layout, vertical and horizontal geometry of layout to meet Top of Flood Protection Elevations provided by USACE, structural design of all drainage structures, floodwalls and closure structures, and stability analyses for each bridge crossing the levee.

E03726, SR 6011-251 Green Ridge Street Bridge Replacement, City of Scranton, Lackawanna County, PA

Project Manager and Bridge Discipline Manager. Responsible for project development, oversight and guidance of the project team to replace the existing two span bridge over the Lackawanna River in the Green Ridge Section of the City of Scranton. This project has several challenging constraints that have necessitated a broader study than the traditional bridge TS&L. This structure is located on major artery to the northern section of the city and provides the primary truck access to the business and residents in this section of the City due to geometrical constraints on all other routes, therefore a thorough evaluation of traffic control alternates was required. The project involves extensive utility coordination with overhead utilities crossing over the structure and approaches and underground utilities carried by the structure and within each approach. The environmental clearance process involves hazardous waste investigations, evaluation of adjacent above ground historic structures, Section 4(f) resources with the Lackawanna Valley Heritage Trail crossing in the approach, and an extensive public involvement program. The site is also constrained by the Lackawanna River level flood walls which limit the available width to construct the bridge in stages and requires a US Army Corps of Engineers Section 408 review submission prior to submission of the waterway permit application. Due to the challenging site constraints, this project involved a concept study phase to identify and evaluate the feasible project alternates, considering each aspect of the design such as cost, ROW impacts, environmental impacts, utility impacts, road user delays, duration of construction, impacts to the levee, constructability, and construction risk.

Main Street Moosic, Bridge Replacement, Moosic, PA

Assistant Project Manager and Bridge Discipline Manager on this project which involved the replacement of a two-span, steel I-beam bridge owned by Lackawanna County on SR 3024. The existing bridge spans a channelized local flood protection project for Spring Brook and filled embankment behind the flood channel.

GPI

J. Jeffrey Jerome, PE, LEED AP, SEO
Senior Civil Engineer

PROPOSED PROJECT
ASSIGNMENT: Civil Engineer

EDUCATION:

BS
Penn State University
Civil Engineering

REGISTRATIONS:

PA, NJ
Sewage Enforcement Officer—PA

YEARS WITH FIRM: 8
TOTAL YEARS EXPERIENCE: 34

PROFESSIONAL AFFILIATIONS:

Pennsylvania Society of Engineers

Pennsylvania State Association of Town-
ship Supervisors

Professional Profile

Mr. Jerome has over 25 years of experience in the field of Civil Engineering. During this time, his primary responsibilities included management, planning, engineering, and construction supervision of numerous site developments, subdivisions, site infra-structures, highways, public utilities and railway improvements.

These projects have included a variety of elements such as boundary and topographic surveys, aerial mapping, environmental impact statements, environmental site assessments, environmental permits, erosion controls, wetland delineation, archaeological investigations, geotechnical investigations, ground stabilization, ground penetrating radar, soft dig utility investigations, underground tanks, roadway design, traffic signals, site layout, grading, storm water management, site utility design, landscaping, pave-ment designs and many others:

Jeff is also familiar with policies, procedures, regulations and laws associated with coordination and/or permitting of projects with public utilities, zoning boards, planning commissions, State Department of Environmental Protection, State Department of Transportation and other state, federal, county and municipal agencies.

Project Experience

College Road T-437, LaPlume Bridge #2, Lackawanna County, PA

Replaced an existing arch culvert. The project included approach work to widen the structure to minimum bridge standards. The design will incorporate adjacent sidewalks and grade improvements along with associated right-of-way acquisition.

Lackawanna County, Lilly Lake Road Culvert Replacement Project, Lackawanna County, PA

H&H analysis, permit acquisition, and design of the replacement of an existing stone masonry arch culvert. The project is within a FEMA detailed study area and entailed obtaining a DEP Waterway Obstruction and Encroachment Permit (GP-11).

Kenoza Bridge and Stormwater Inspections, Kenoza Lake, NY

GPI provided civil engineering to perform an inspection of the storm drainage facilities and inspected all roadway swales, culverts, headwalls, and detention facilities.

Columbia County Business Park, Columbia Alliance for Economic Growth, Bloomsburg, PA

A 7-lot commercial subdivision on 52-Acre Site including roadways, storm sewers, sanitary sewers, water distribution system, gas distribution, electrical and communication system, traffic signals, and associated improvement and permits.

Keystone Energy Project, Throop, PA

Provided a boundary and topographical survey for a 92-acre parcel for the construction of a new processing plant. The project also includes deed research and the review of subdivision plans.

GPI

Al Zarnoski, PE
Senior Civil Engineer

PROPOSED PROJECT
ASSIGNMENT: Civil Engineer

EDUCATION:

BS
Penn State University
Civil Engineering

REGISTRATIONS:

PA

YEARS WITH FIRM: 17

TOTAL YEARS EXPERIENCE: 47

PROFESSIONAL AFFILIATIONS:

American Society of Highway Engineers
(ASHE)

Professional Profile

Mr. Zarnoski has over 40 years of engineering, inspection, and construction management experience. A retired Engineer from the Baltimore District of the Army Corps of Engineers, he has spent much of his career reviewing designs, inspecting, and managing the construction of local flood protection projects. He served as Resident Engineer on the Albright, Plot, Green Ridge, and Olyphant Sections of Levee constructed in Lackawanna County and the Columbia County Flood Protection System project.

After retiring from the Corps, he was requested to return to duty under the Rehired Annuitant Program to train young Engineers and work with sponsors of the local flood control projects with respect to required maintenance, administering Rehabilitation and Inspection Programs, and evaluating the long term functionality.

Project Experience

Columbia County Flood Protection Project, GPI, Bloomsburg, PA (2014 to Present)
Project representative for the construction of two phases of the Bloomsburg flood protection system, which encompasses several different types of levees, concrete and H-Pile walls, closure structures, storm water and sanitary pump stations, and several large utility relocations.

Lackawanna River Flood Control Project, USACE, Plot Section, Scranton, PA
Concept level and final design of levee and wall, street closure structures of miter and roller gates, drainage structures, and utility and roadway relocations for 2.5 miles of levee and wall for flood protection from the Lackawanna River.

Susquehanna and Lackawanna County Dam Inspections, GPI, PA Proposal for Engineering Services associated with conducting an Operations and Maintenance Inspection and for updating the for the Susquehanna/Lackawanna County Dams. Conducts the inspections, prepares the inspection reports and updates the project Emergency Action Plans in accordance with PA DEP, Division of Dam Safety.

NYSOGS Project Nos. SA011/S7539, Flood Control System, Binghamton, NY
Responsible for quality design assurance for the condition assessment of OGS projects SA011 and S7539. GPI provided a comprehensive condition assessment of approximately 27,000 LF of concrete flood walls and joint systems protecting the City of Binghamton and adjacent areas.

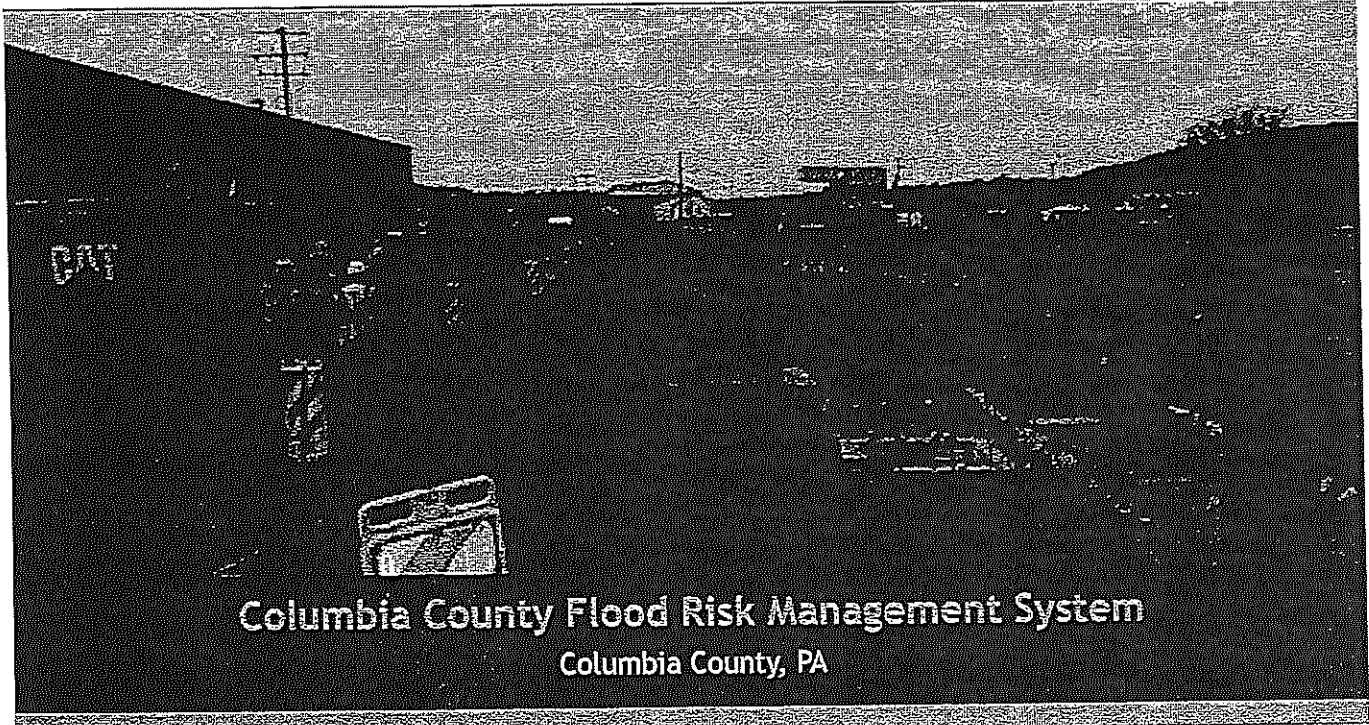
***USACE, Civil Engineer, Harrisburg, PA (2008-2011)**
Trained engineers to perform inspections of completed Federal Flood Protection Projects and qualified non-Federal Projects under the USACE Rehabilitation and Inspection Program (RIP).

***USACE, Civil Engineer, Baltimore District USACE (1974-2008)**
Over the course of his career, he grew from a Junior Engineer to a Team Leader/ Supervisory Civil Engineer. Managed various projects throughout the Baltimore District USACE.

**Indicates projects completed with a previous firm.*

GPI

SECTION II. PAST INVOLVEMENT WITH SIMILAR PROJECTS



SERVICES PROVIDED: Study, Design, Construction, Construction Inspection

Client/Owner:
SEDA COG

Construction Cost:
\$24 Million

Completion Date:
2017

Reference:
Chris E. Young
Columbia County Chairman of the Board of Commissioners
570-389-5608
11 West Main Street
Main Street County Annex
Bloomsburg, PA 17815

GPI was the Full-Time Resident Project Representative responsible for Construction Inspection services for the construction of a 5,330 lf flood protection system in Columbia County. The flood protection system is one continuous system protecting two major industries located in the Town of Bloomsburg. The system encompasses several different types of levees and lengths, closure structures, storm water and sanitary pump stations, and several large utility relocations.

Over an eight-year time frame, GPI provided final design, which involved contract documents consisting of surveys, drawings, details, specifications, and schedules. As part of the design, substantial utilities relocations were required to move the existing utilities from under the proposed levee system. The project required street closure gate structures at road crossings and railroads to allow the city to lock those sections during large rainfall events.

The process also involved removing sections of existing roads and constructing new sections to adjust to the alignment of the levee embankment. As part of the storm water analysis, GPI provided an interior flood analysis as well multiple designs to allow storm water to flow through the proposed levee by using control manholes with sluice gates. Approvals were required by all of the local utility companies, railroads, city, Pennsylvania Department of Environmental Protection Agency, county conservation district, and United State Army Corp of Engineers.



GPI



USACE Indefinite Delivery Contract / Flood Protection Projects Scranton, PA

SERVICES PROVIDED: Civil, Survey, Structural

Client/Owner:
United States Army Corps of
Engineers

Construction Cost:
\$30 Million

Completion Date:
2010

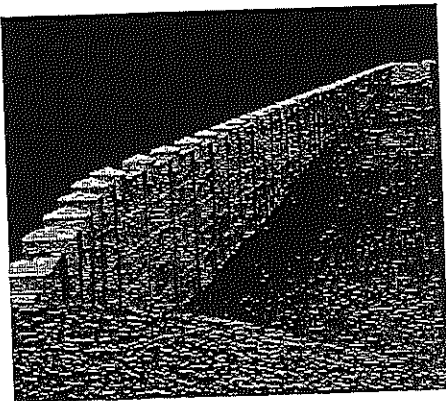
Reference:
Barry Cortright
410.868.8877

GPI provided concept level and final design for the Scranton Flood Protection Projects for the Green Ridge and Plot Sections with a construction cost of approximately \$30 million. The Project involved 2.5 miles of levee and wall for flood protection from the Lackawanna River within the City of Scranton. The project required close coordination with the city, local utilities, the state, and the United State Army Corp of Engineers to provide a design to meet the goals of the aforementioned entities.

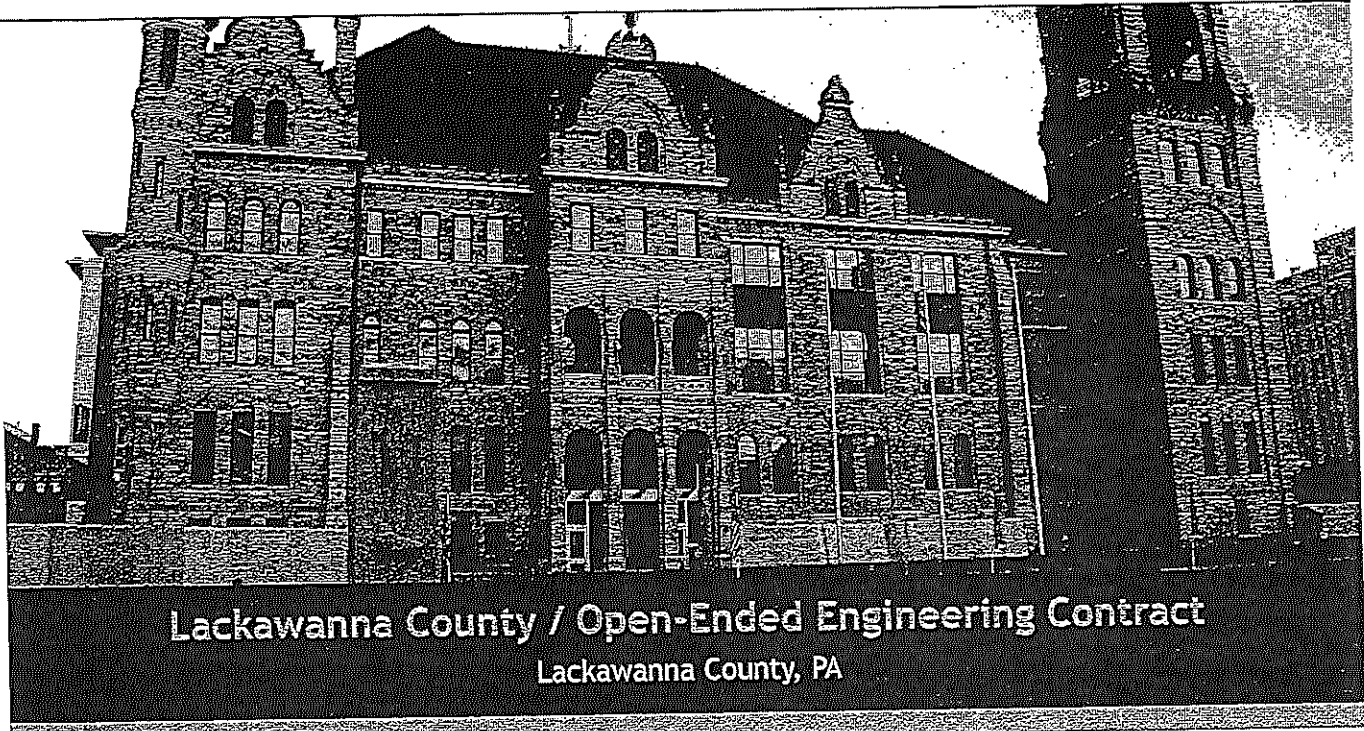
The concept level designs consisted of a general layout and description of the alternatives considered and the total project cost estimate. There were many schematic designs analyzed over a three-year time frame before the final design was chosen by all of the involved parties.

Over an eight-year time frame, Greenman-Pedersen, Inc. provided final design, which involved contract documents consisting of surveys, drawings, details, specifications, and schedules. As part of the design, substantial utilities relocations were required to move the existing utilities from under the proposed levee system. The project required street closure gate structures at road crossings and railroads to allow the city to lock those sections during large rainfall events. The process also involved removing sections of existing roads and constructing new sections to adjust to the alignment of the levee embankment.

As part of the storm water analysis, Greenman-Pedersen, Inc. provided an interior flood analysis as well multiple designs to allow storm water to flow through the proposed levee by using control manholes with sluice gates. Approvals were required by all of the local utility companies, railroads, city, Pennsylvania Department of Environmental Protection Agency, county conservation district, and United State Army Corp of Engineers.



GPI



Lackawanna County / Open-Ended Engineering Contract

Lackawanna County, PA

SERVICES PROVIDED: Full Service

Client/Owner:
Lackawanna County

Construction Cost:
Various

Completion Date:
Current

Reference:
Jerry Notaranni, Commissioner
570-963-6800
200 N. Washington Ave.
Scranton, PA 18503

Greenman-Pedersen, Inc. was selected as Lackawanna County Engineer (2010-Present). The contract is for one year with three-year extension options.

The services of the County Engineer include:

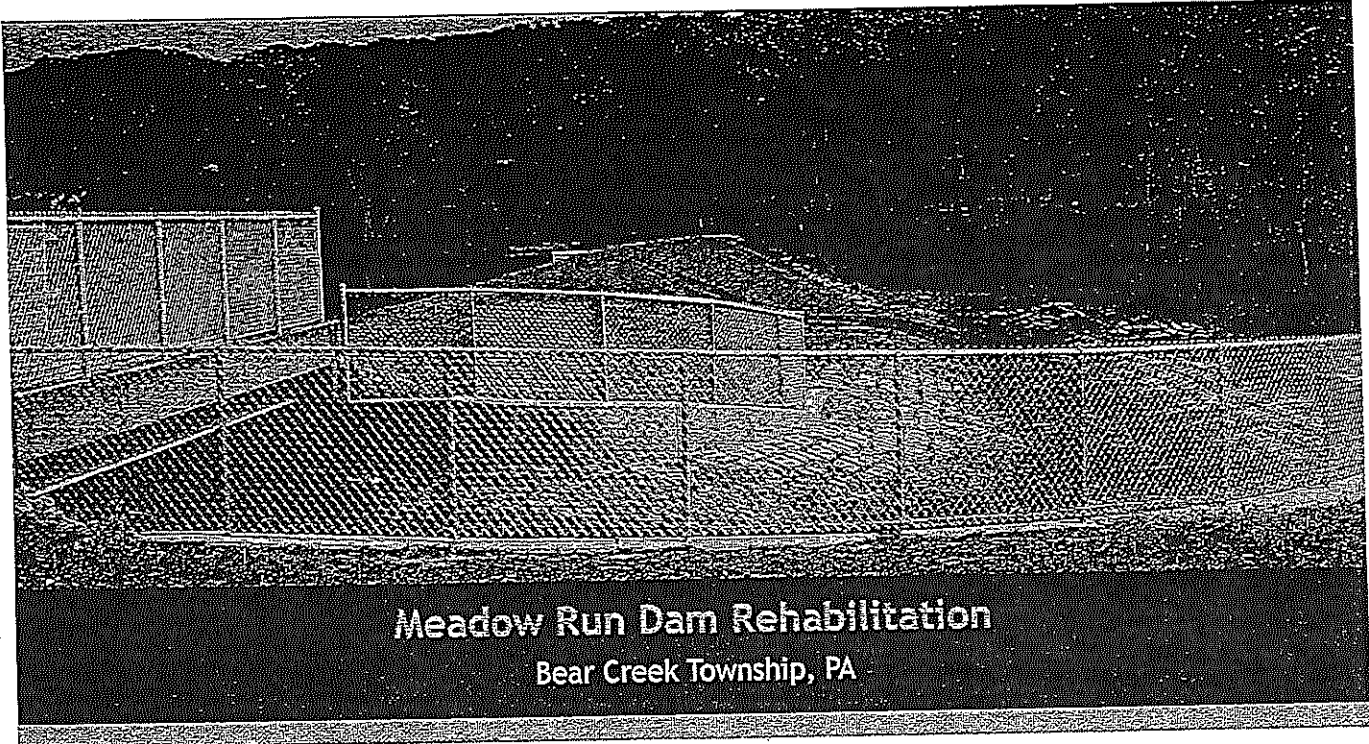
- Design, permitting, and inspection of county-owned public infrastructure and facilities (office buildings, roads, bridges, sanitary sewer, storm water management systems, and county park facilities)
- Preparation and review of plans and bid specifications for county construction projects
- Preparation and review of permit applications to PADEP, USEPA, and other local, state, and federal agencies for county construction projects
- Preparation and submission of PADOT reimbursement requests and use of PADOT's Engineering and Construction Management System
- Preparation and submission of MS4 Annual Reports to PADEP

Some recent projects under this contract include:

- Dam #5 Inspection / Scranton, PA
- Lackawanna Main Street Wall Survey & Replacement / Archbald, PA
- Underwood Road Paving / Throop, PA
- Elmhurst Road Paving / Moscow, PA
- Main Street Signal Replacement / Dickson City, PA
- Administrative Building Cooling Tower Repair / Scranton, PA
- Jefferson Building Roof Repair / Scranton, PA
- Administrative Building Roof Replacement / Scranton, PA
- Administrative Building Fire Alarm Design / Scranton, PA
- Matthews Road Culvert Replacement / Spring Brook Twp., PA
- Lackawanna County Government Center / Scranton, PA



GPI



Meadow Run Dam Rehabilitation

Bear Creek Township, PA

SERVICES PROVIDED: Civil and Survey

Client/Owner:
Meadow Run / Mountain Lake
Park Association

Construction Cost:
\$1.3 Million

Completion Date:
2009

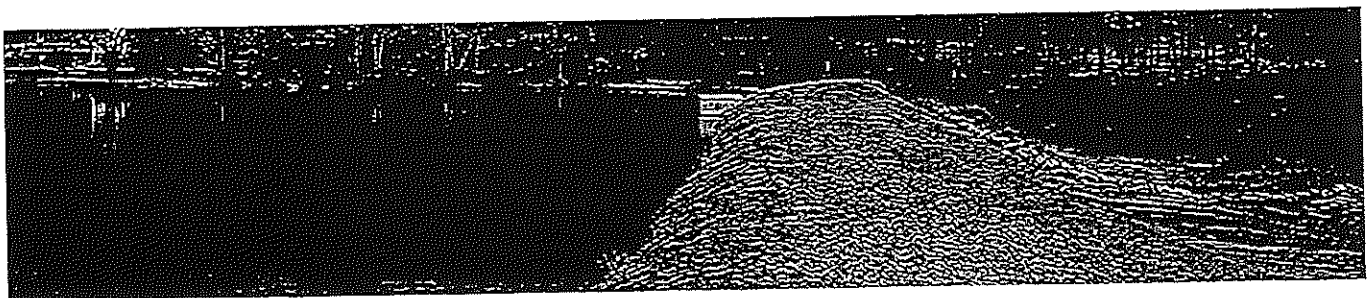
Reference:
Mark Evitts
570.655.8513 /
mevitts@microsen.net
PO Box 142, Bear Creek, PA
18602

The work consisted of the rehabilitation of an existing earthen dam that has a surface area of the lake at normal pool, which measures at approximately 90 acres. The dam is regulated by PADEP, which determined the dam needed modifications or needed to be drained because it posed a risk to the safety of the public.

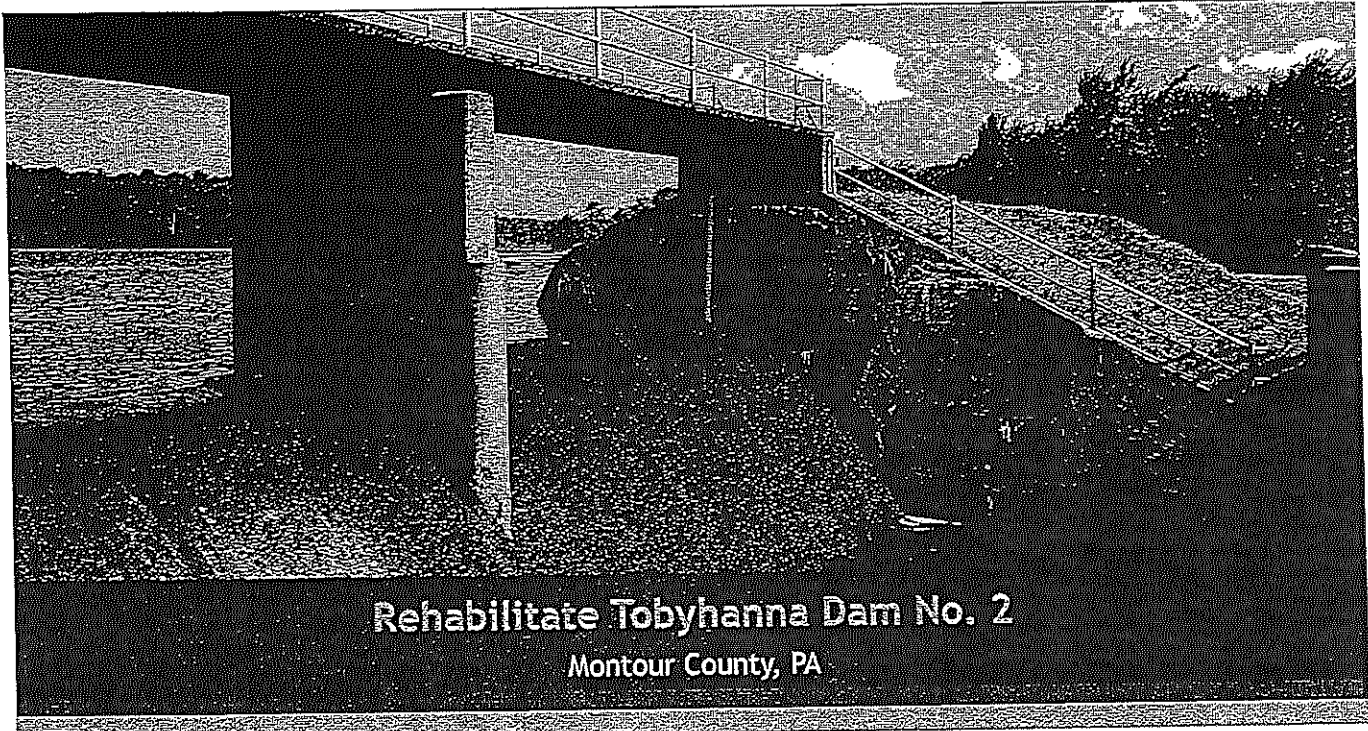
Greenman-Pedersen was able to meet PADEP's requirements to satisfy the client, which was accomplished by armoring the entire dam with 40,000 sf of Armortec Armorflex Block Lining along the embankment. The project also required the normal spillway and channel to be reconstructed and armored with the armorflex armoring. The dam was partially drained utilizing a portadam during construction to allow for the installation of the block as well as moving the gate valve upstream on the low level draw-down pipe.

Associated work with this project also included wetland mitigation, extending the low level draw-down pipe, installation of a filter diaphragm, broadening the embankment of the entire dam, and reconstructing existing retaining walls. The principal spillway was also replaced along with the emergency and maintenance access-way structure above the spillway.

Greenman-Pedersen, Inc. designed and prepared all the civil and structural engineering construction documents for the project, along with the topographic survey and all required permits and approvals.



GPI



Rehabilitate Tobyhanna Dam No. 2

Montour County, PA

SERVICES PROVIDED: Civil Engineering,
H&H, Environmental, Structural

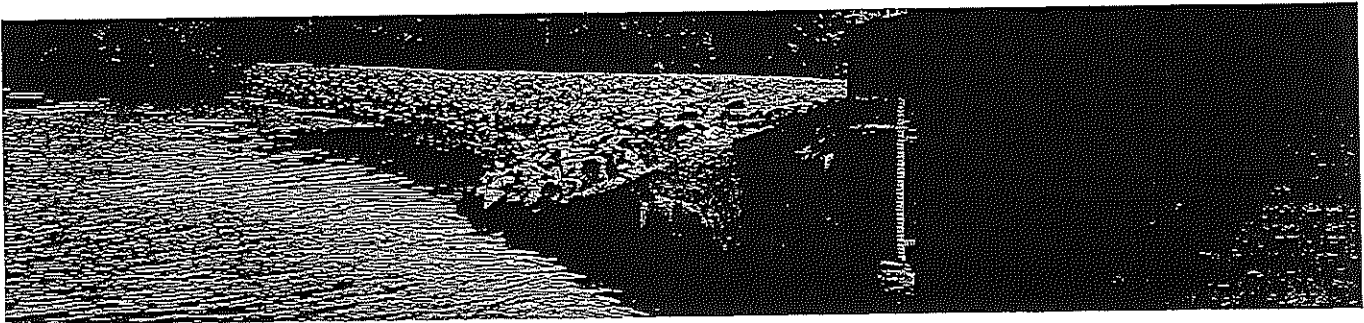
Client/Owner:
Department of Conservation and
Natural Resources (DCNR)

Completion Date:
2016

Reference:
Edward Raptosh, Civil Engineer
Manager, DCNR
717-783-3329
PO Box 8552, Harrisburg, Penn-
sylvania, 17105

Built in 1950, Tobyhanna Dam No. 2 is an earthen dam built for recreational purposes within Tobyhanna State Park. The breast is approximately 19 feet high and 900 feet long and has a maximum storage of approximately 2490 Acre Feet. The concrete spillway is uncontrolled and is approximately 60 feet wide with maximum discharge of approximately 4500 cubic feet per second. Over time, inspections have indicated that the dam has become substandard with respect to dam structural components, excessive sedimentation and hydraulic capacity parameters for the spillway and dam structure. A contract was let to analyze the dam operation and if necessary rehabilitate the structure to conform to State Dam Safety Requirements.

The scope includes review of existing subsurface information and complete geotechnical investigations; review of existing DEP Dam Safety Files; demolition/replacement of existing deteriorated concrete spillway structure; address inadequate capacity of existing spillway and dam structure; upgrade hydraulic capacity of dam and spillway structure to the required probable maximum flood as per DEP Dam Safety requirements; hydraulic/hydrologic analysis of existing spillway and dam; overtopping protection of the dam embankment; removal of excessive vegetative and tree growth along dam abutments and embankments, sediment removal from the lake; erosion and sedimentation control plan; diversion and care of water during construction; obtaining all required permits; update existing emergency action plan; and to install instrumentation to monitor post-construction performance of dam.



GPI

Lackawanna County Engineer, Lackawanna County, PA

GPI was selected in 2010 as County Engineer. The contract was just renewed for 5 years in 2018. The services of the County Engineer include: design, permitting and inspection of county-owned public infrastructure and recreation facilities; preparation and review of plans and bid specifications for county construction projects; preparation and review of permit applications to PADEP, USEPA and other local/ state/federal agencies for county construction projects; preparation and submission of PADOT reimbursement requests and use of PADOT's Engineering and Construction Management System; preparation and submission of MS4 Annual Reports to PADEP.

Susquehanna County Engineer, Susquehanna County, PA

In 2013, GPI was selected and approved by the County for an open-end contract for engineering services including: design, permitting, bidding, construction and inspection of various County building and roadway projects. This also includes performing all of their NBIS Bridge Inspections within the County.

Carbondale Township Engineer, Carbondale Township, PA

GPI currently serves as the Township Engineer, reviewing proposed land development projects and subdivisions. GPI also performs civil engineering requests regarding drainage problems, pavement structures, concept plans and details for proposed Township projects.

Fell Township Engineer, Fell Township, PA

GPI currently serves as the Township Engineer, reviewing proposed land development projects and subdivisions. GPI also performs civil engineering requests regarding drainage problems, pavement structures, concept plans and details for proposed Township projects.

Moscow Borough Engineer, Moscow, PA

GPI currently serves as the Borough Engineer, reviewing proposed land development projects and subdivisions. We also perform civil engineering requests regarding drainage problems, pavement structures, concept plans and details for proposed Borough projects.

Hill St. Stormwater Repair, Mayfield, PA

Hill Street and adjacent areas were in need of an updated stormwater conveyance system due to experiencing stormwater backups and flooding during significant rainfall events. Working together with Mayfield Borough and Lackawanna County Department of Planning and Economic Development, GPI surveyed and designed a large stormwater conveyance system for this area. Approximately 2,000 lf of 30" stormline with associated inlets, manholes and cross culverts were included. Full width pavement reconstruction was also part of the project.

Scranton Sewer Authority, Shawnee Ave., Scranton, PA

The modification of the combined sewer overflow system through the installation of 180 feet of 4-foot diameter pipe as a flow-equalization structure in accordance with the Scranton Sewer Authority's Long Term Control Plan. The project included installation of 180 feet of steel-reinforced polyethylene pipe, manholes, bypass pumping, pavement restoration, traffic controls, and erosion controls.

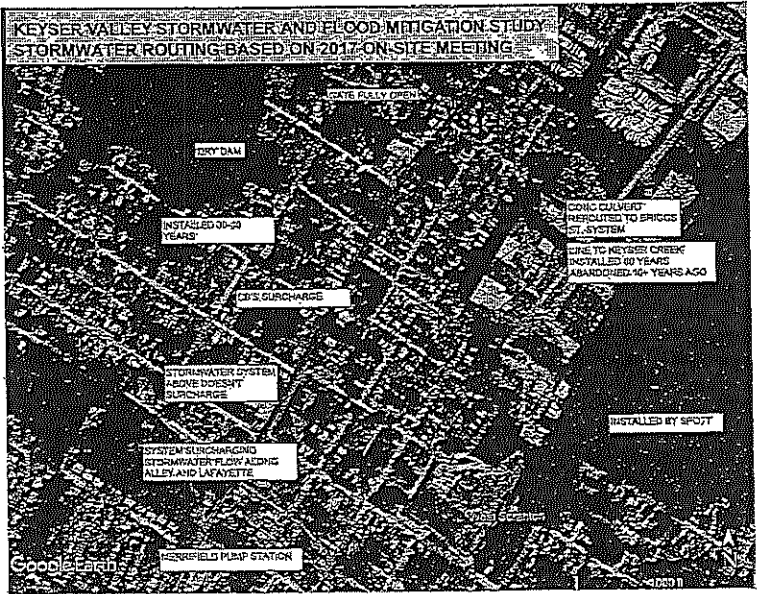
Scranton Sewer Authority, Vine St., Scranton, PA

The project consisted of the rehabilitation of an existing stone vault structure that was approximately 14-feet in length, 6-feet wide and 34' deep. This will include bypass piping, shotcreting the interior of the structure and installing drop pipes to preserve the structure, railroad coordination and site restoration.

SECTION III. PROPOSED WORK PLAN

PROJECT APPROACH

In response to City’s request for proposal, GPI has researched the available documents provided and also performed a site visit. While on-site, GPI spoke to Mr. Burne who oversees the residence on 103 N. Merrifield Ave. Mr. Burne is familiar with the flooding events and provided some perspective on the magnitude, frequency, and source of flooding in the area. Based on Mr. Burne’s observations, it appears that one probable source of flooding at/near the Merrifield Pump Station is from interior drainage. The source of the interior drainage problem appears to be the surcharging of a stormwater conveyance system that runs along Briggs Street. This culvert system incorporates drainage from both the West and East Sides of Keyser Ave.



Coincidentally, GPI, as the county engineer, was previously on-site in 2017, at the intersection of North Dewey Avenue and Lafayette Street to investigate a similar drainage issue due to a culvert which historically required frequent maintenance from debris and silt. During the discussions it was noted that drainage to the conveyance system had previously been rerouted, causing stormwater to surcharge the system, similar to the description offered by Mr. Burne. Also noted during both field visits a “dry dam ” located near the intersection of Briggs Street and Horatio Avenue which may be a major contributor of drainage to the Briggs Street System. Indications are that the control structure gate at this dry dam is locked in the open position limiting storage of drainage behind the dam and the attenuation of drainage. Also due to the topography of the area, Lindy and Keyser Creeks have had multiple hydrologic and hydraulic studies and improvements to help minimize the historically required routine maintenance to remove sediment and debris and restore the channel’s capacities. Previous studies have analyzed portions of Keyser Creek upstream and downstream of the pump station. Previous improvements have been the Lindy Creek high speed U-channel, debris dams located off Frick Street, Lindy and Keyser Creek confluence improvements, new culverts and crossings below the existing rail.

During these meetings, GPI also learned that approximately 400 feet of the original Field Street Culvert; which was originally directly connected through the railroad and into Keyser Creek, was abandoned over 10 years ago. The remaining upstream segment was reportedly connected to the local stormwater system at the corner of Cameron Avenue and Briggs Street. This connection is open to all the drop inlets in the neighborhood and is reportedly a source of flooding when the Briggs Street System becomes surcharged.

We also note that the Briggs Street Outfall to Keyser Creek has been moved, and that at least one additional culvert (draining the intersection of Dewey and Lafayette) has been connected to this outfall. We were unable to view or confirm the condition of the Outfall at Keyser Creek, but if there is no flap gate or other backflow prevention at that location, backwater from Keyser Creek may be causing and/or contributing to the surcharge of the Briggs Street System and the resultant overflow and flooding at Merrifield Avenue.

Based on the preliminary investigations and GPI’s knowledge of the area, our approach would include studying the existing conveyance system to determine if flap gates or other backflow prevention measures can be retrofitted to the existing system; using existing flood data to assess if backwater from Keyser Creek flooding

is a major contributor of problems near the pump station, analyzing the existing pump station for upgrades; and possibly adding additional detention for the system.

Study

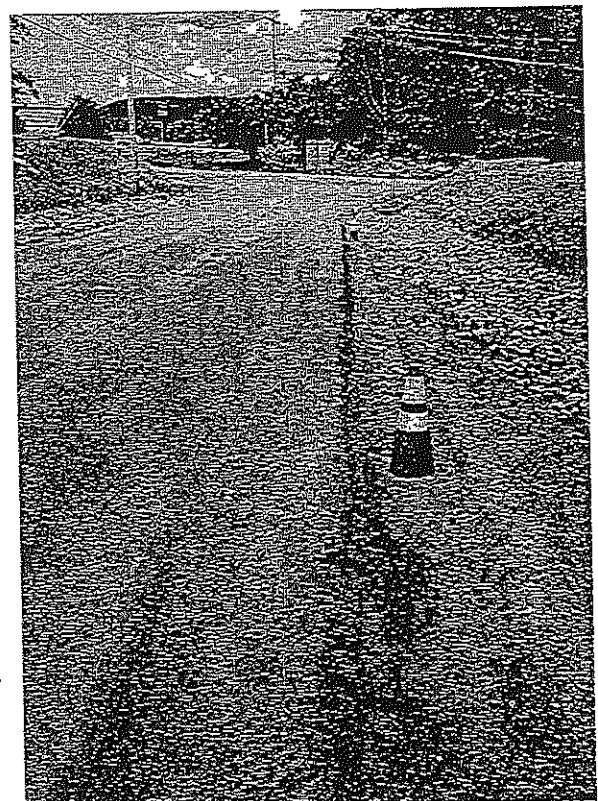
The purpose of the study phase will be to identify the potential solution(s) required to mitigate the flooding events. Since the flooding events appear to be caused by the conveyance system and potential backwater influence of Keyser Creek, these will be the focus of GPI's study. It is anticipated that Lindy Creek has minimal influence on the drainage problems in the area and will not be studied. The study phase will also include a history of flood claims filed as part of the National Flood Insurance Act to determine the frequency and costs associated with the flooding events. The identified possible solution(s) shall include a study of the conveyance system within the area, the Merrifield Pump Station, and other possible locations of detention along the system.

The Briggs Street conveyance system solution would require a study of the existing system as a whole to determine if the surcharging is due to the system being undersized or backwater impacts from Keyser Creek. If backwater issues are found, retrofitting the system with flap gates and solid lids to pressurize the system could be a cost-efficient solution to utilize the existing infrastructure. Conditional assessments and research would be required to determine if the pipes can convey a pressurized flow. A slip line system may be recommended if the existing pipe conditions are not suitable for pressure flow.

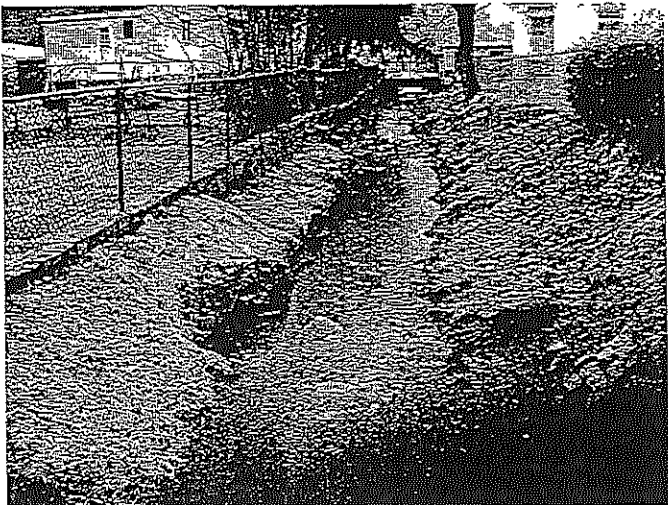
Upgrades to the Merrifield Pump Station will be provided based on the best available information including a field survey of the conditions and systems. System information and sizing will be based on the current manufacturer model numbers or cut sheets. Proposed upgrades may include resizing the pump or rerouting the discharge. It is anticipated that any proposed pump station upgrades will not require property takes or easements.

If necessary, to help alleviate any flooding, and allow the pump sufficient time to operate, additional detention along the conveyance lines will be studied. It is anticipated that underground detention systems would be undersized and not cost effective for this solution. Above ground detention, likely in the immediate vicinity of the pump station may be indicated. Additional detention systems will require property acquisition and easements. Other possible sources of the flooding in this area could be solely due to the stream inefficiency and will be studied as well. Additional improvements to the channel cross section and downstream structures will be determined, if needed. Linear improvements to the stream will require property acquisition and easements.

The above noted topics to be studied will require survey and conditional assessments. GPI will survey the area to collect preliminary conveyance system information including structure locations, depths and pipe sizes. This information will be tied to the Pennsylvania State Plane Coordinate System and North American Vertical Datum, NAVD83, and located on PASDA georeferenced aerial imagery, or similar. Topography will be supplemented for the study phase with the latest available LiDAR information as provided by PASDA. The conveyance system



survey will include all inlets and outfalls from the Briggs Street conveyance system outfall of Keyser Creek to the dry dam at Briggs Street and Horatio Avenue, Merrifield pump station outfall, and any other system deemed to have an impact on the flooding events. To help determine the feasibility of retrofitting the existing conveyance system, GPI will camera and clean a limited number of conveyance pipes throughout the system in outfall areas to Keyser Creek. Tax map information will be utilized along with any right-of-way information provided by the city in determining property impacts for the study phase.



Upon completion of the field work, GPI will analyze the existing stormwater conveyance system to determine the adequacy of the existing system to convey flows under various backwater conditions. The analysis shall include evaluation of existing drainage patterns, and hydraulic performance of the conveyance system, including depressions and low points. As part of this work GPI shall review and compare the existing hydrology data used to develop the Effective Models of Lindy and Keyser Creeks to flows calculated with other methods to verify the flow rates used to develop the Effective Model and flood levels are reasonably accurate. To determine the impact of backwater from Keyser Creek on the system, GPI will utilize the existing FEMA models of Lindy and Keyser Creeks also utilizing the previously completed study models as well to create an accurate up to date model. Limits of the model will be from the confluence of Lindy and Keyser Creeks then along Keyser Creek to approximately 500' upstream from the Briggs Street system outfall. The model will be used to help identify the ability of the solutions to reduce or minimize the flooding events either due to conveyance or backwater issues. These analyses will be used to determine the effectiveness of the possible solution(s).

The final study document shall include recommendations to address the flooding issues and any permitting required for the work.

Design

Based on the findings of the study portion, GPI will begin the design of the solution(s) which will include additional survey and testing, as required. Additional testing may include pump capacity, pipe pressurization, flow tests, etc. In the instance that property acquisition is required, GPI shall provide a boundary survey for the area to be acquired. The study model shall be updated to include the proposed conditions and any survey area which has been supplemented. All local, state and federal permits shall be included in the final design.

**SECTION IV. FEE PROPOSAL
(SEPARATE ENVELOPE)**

**SECTION V. AUTHORIZED NEGOTIATOR/
ADDITIONAL DOCUMENTS**

Joe Stachokus, PE will be the authorized representative for GPI throughout this project and serve as the Project Manager. Mr. Stachokus is an Assistant Vice President and Civil Department Head. His contact information is as follows:

Joe Stachokus, PE — Assistant Vice President / Civil Department Head

570.342.3700

jstachokus@gpinet.com

Attachment A. Affirmative Action Certification

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

- (1) Bidder 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. Bidder 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 advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder 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 affirmative action certification.
- (2) Bidder 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, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder 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 bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) 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 bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in

part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder'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.

DATE: 11/12/2020

Greenman-Pedersen, Inc. (GPI)

(Name of Bidder)

BY Joe Stachokus, PE

TITLE Assistant Vice President

Attachment B. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

11/12/2020

DATE: _____

Greenman-Pedersen, Inc. (GPI)

(Name of Bidder)

BY Joe Stachokus, PE

TITLE Assistant Vice President

Attachment C. Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania
COUNTY OF Lackwanna

_____, being
first duly sworn, deposes and says that:

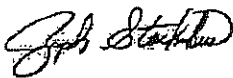
1. He is officer
(Owner, partner, officer, representative or agent)

of GPI, the Bidder that has
submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Joe Stachokus, PE



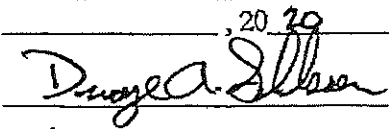
Signed _____

Assistant Vice President

(TITLE)

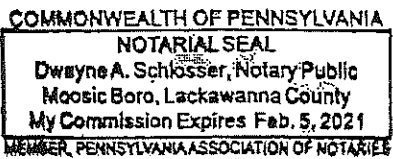
SUBSCRIBED AND SWORN TO BEFORE ME

THIS 12 DAY OF NOVEMBER, 2020



NOTARY PUBLIC

(TITLE)



MY COMMISSION EXPIRES FEBRUARY, 5, 2021

D. Disclosures by Current Contractors

List of Municipal Officials

Mayor of Scranton
Scranton City Councilpersons
Scranton Controller
Scranton Tax Collector

1. Provide the names and titles of all individuals providing professional services to the City including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;
 - List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.
2. Since January 1, 2015, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.
3. Since January 1, 2015, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.
4. Since January 1, 2015 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.
5. Since January 1, 2015, has the contractor, officer, director, executive-level employee, or owner of at least five percent (5%) of the company made any contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.
6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship.
7. Since January 1, 2015, has the Contractor, officer, director, executive-level employee, or owner of at least five percent (5%) of the company conferred any gift of more than nominal value to any

individual on the list of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.

8. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

9. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sign the verification statement below.


VERIFICATION

I, Joe Stachokus, PE, hereby state that I am the owner of

Assistant Vice President of GPI and that I am authorized to make this verification.

I verify that the facts set forth herein for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: _____



Date: 11/12/2020

GPI

52 Glenmaura National Blvd.
Suite 302
Scranton, PA 18505

Additional offices throughout the U.S.



November 13, 2020

John Murray, City Controller
City Hall
340. N. Washington Ave.
Scranton, PA 18503

RE: Keyser Valley Stormwater and Flood Mitigation Study

Dear John Murray:

Based on the City's request for the proposal noted above, GPI is offering the below fees for the scope of work as outlined in the proposal documents.

Study Phase: \$74,565.87

Design Phase: 6% Anticipated Construction Cost*

***To be negotiated upon final approval of the Study Phase and recommendations**

On behalf of Greenman-Pedersen, Inc., I would like to thank you for the opportunity to submit this proposal.

Regards,



Joseph Stachokus, PE
Assistant Vice President / Civil Department Head
Project Manager / Point-of-Contact

KEYSER VALLEY STORMWATER AND FLOOD MITIGATION STUDY
CITY OF SCRANTON
MERRIFIELD PUMP STATION
GPI PROPOSAL No. 95843

Cost Detail				
	Part 1			
	Study Phase			
Direct Labor	\$23,003.47			
Indirect Labor (Overhead @ 153.796%)	\$35,378.42			
Escalation	N/A			
Direct & Indirect Total:	\$58,381.89			
Profit Total (@7.85%)	\$4,582.98			
Direct Costs Other Than Payroll:	\$1,601.00			
GPI Subtotal:	\$64,565.87			
Direct Cost of Subconsultants:	\$10,000.00			
Direct Cost of Non-Professional Services:	\$0.00			
Agreement Part Total:	\$74,565.87			

MERRIFIELD PUMP STATION

Hours Summary

Task	GPI			TOTAL
Part 1 - Study Phase				
1 - PM	28			28
2 - Surveys	84			84
3 - Preliminary ROW Activities	16			16
4 - H&H Report	350			350
5 - Assemble Final Project Doc	96			96
Totals:	574	0	0	574

Part 1 - Task Detail

		SR. Professional	Staff Professional	CADD Tech	Admin	Subtotal	
1	PM	\$56.88	\$35.69	\$30.56	\$20.25		
	A. Administrative & Meetings (5% Study Phase Hrs.)	28	0	0	0	28	
						0	
						0	
	Total Hours/Classification:	28	-	-	-	28	
	Total Cost/Classification:	\$1,592.64	\$0.00	\$0.00	\$0.00		
						Subtotal	28
2	Surveys	\$56.88	\$35.69	\$30.56	\$20.25		
	A. Field Work - Conveyance System Mapping	0	0	24	24	48	
	B. Processing, Lidar, & Aerial	12	24	0	0	36	
	Total Hours/Classification:	12	24	24	24	84	
	Total Cost/Classification:	\$682.56	\$856.56	\$733.32	\$486.00		
						Subtotal	84
3	Preliminary ROW Activities	\$56.88	\$35.69	\$30.56	\$20.25		
	A. Obtain & Plot Tax Map	2	0	8	0	10	
	Conceptual ROW Layout / Easements Layout (No						
	B. Plot Plans)	0	4	0	0	4	
	C. Internal Checks	2	0	0	0	2	
	Total Hours/Classification:	4	4	8	-	16	
	Total Cost/Classification:	\$227.52	\$142.76	\$244.44	\$0.00		
						Subtotal	16
4	H&H Report	\$56.88	\$35.69	\$30.56	\$20.25		
	(2) Conceptual H&H Reports Slide and Bridge						
	A. Investigate Site/Collect Data/ Field Visit	12	12	4	2	30	
	B. Build Keyser Hydraulic Model	8	16	4	0	28	
	C. Verify Keyser Hydrology	8	4	2	0	14	
	D. Confirm Floodplain Elevation/Boundary	8	20	4	0		
	E. Analyze Existing Drainage System	12	36	8	0		
	F. Evaluate Sensitivity of Drainage to Backwater	8	12	4	0		
	G. Alternatives Analysis (3 Alternatives)	28	48	12	0		
	H. Prepare Report (10 pages, 1 revision)	26	36	0	6	68	
	I. Coordinate findings to Client (2 Conf. calls)	8	0	0	2	10	
	Total Hours/Classification:	118	184	38	10	150	
	Total Cost/Classification:	\$6,711.84	\$6,566.96	\$1,161.09	\$202.50		
						Subtotal	350
5	Assemble Final Project Doc	\$56.88	\$35.69	\$30.56	\$20.25		
	A. Document Compilation	0	0	0	8	8	
	B. Plan and Report - Option 1	0	8	16	0	24	
	C. Plan and Report - Option 2	0	8	16	0	24	
	D. Plan and Report - Option 3	0	8	16	0	24	
	E. Document Review	16	0	0	0	16	
	Total Hours/Classification:	16	24	48	8	96	
	Total Cost/Classification:	\$910.08	\$856.56	\$1,466.64	\$162.00		
						Subtotal	96
						Part 1 - Total Hours	574
						Part 1 - Total Direct Cost	
						Part 1 - Total Indirect Cost	

PART 1 - STUDY PHASE**Direct Other Than Payroll**

A. Travel							
		Trips	Miles/ Trip	Total Miles	Rate	Subtotal	
	Trips to Project Site or District	8	25	200	\$0.580	\$116.00	
				200	Total		\$116.00
B. Reproduction							
				Sheets	Rate	Subtotal	
	Plans - 1/2 Size B&W			50	\$0.50	\$25.00	
	Plans - 22x34 B&W			50	\$0.60	\$30.00	
	Plans - 22x34 Mylar				\$5.00	\$0.00	
	Plans - 22x34 Vellum				\$3.00	\$0.00	
	Color graphic displays				\$9.00	\$0.00	
	Documents - 8 1/2x11 B&W			5000	\$0.10	\$500.00	
	Documents - 11x17 B&W			100	\$0.20	\$20.00	
	Documents - 8 1/2x11 Color			100	\$0.60	\$60.00	
	Documents - 11x17 Color			100	\$1.00	\$100.00	
	Binding				\$1.00	\$0.00	
	Display Mounting				\$25.00	\$0.00	
					Total		\$735.00
C. Postage							
				Qty	Rate	Subtotal	
	FIRST CLASS POSTAGE				\$0.55	\$0.00	
	Express Mail (FedEx)				\$15.00	\$0.00	
	CERTIFIED MAIL				\$6.50	\$0.00	
					Total		\$0.00
E. Miscellaneous							
			Unit	Qty	Rate	Subtotal	
	FEMA Data Request		Ea.	1	\$750.00	\$750.00	
					Total		\$750.00
		Total Direct Other Than Payroll					\$1,601.00
Direct - Subconsultants							
	Utility Camera & Cleaning					\$10,000.00	
	-				Total Subconsultants		\$10,000.00