

AGENDA
REGULAR MEETING OF COUNCIL
July 16, 2018
12:30 PM

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES
 - 3.A TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD JULY 25, 2018.

[Tax Assessor's Report 7-25-18.pdf](#)
 - 3.B MINUTES OF THE REGULAR MEETING OF THE MEMBERS OF THE SCRANTON HOUSING AUTHORITY HELD MAY 7, 2018, AND JUNE 4, 2018.

[Scranton Housing Authority 5-7-18 and 6-4-18.pdf](#)
 - 3.C MINUTES OF THE REGULAR MEETING OF THE LACKAWANNA COUNTY LAND BANK HELD MAY 11 2018.

[Lacka County Land Bank Meeting 5-11-18.pdf](#)
4. CITIZENS PARTICIPATION
5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES
 - 5.A MOTIONS

- 5.B FOR INTRODUCTION - AN ORDINANCE - GRANTING A TEMPORARY CONSTRUCTION AND PERMANENT MAINTENANCE EASEMENT AGREEMENT ON PROPERTY OWNED BY THE CITY OF SCRANTON TO SCRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY FOR THE INSTALLATION OF SIDEWALKS AT THE MOUNT PLEASANT CORPORATE CENTER ALONG MOUNT PLEASANT DRIVE AS MORE FULLY DESCRIBED IN EXHIBIT "A".

[Ordinance 2018 Granting temporary construction and permanent maintenance agreement at Mount Pleasant Drive.pdf](#)

- 5.C FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GRANT AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON (HEREINAFTER REFERRED TO AS THE "CITY" AND/OR "GRANTOR") AND SCRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY, (HEREINAFTER REFERRED TO AS THE "GRANTEE/SUB-RECIPIENT") IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR THE INSTALLATION OF SIDEWALKS AT THE MOUNT PLEASANT CORPORATE CENTER LOCATED ALONG MOUNT PLEASANT DRIVE.

[Resolution 2018 Grant Agreement for sidewalks at Mount Pleasant Drive.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A NO BUSINESS AT THIS TIME.

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON FINANCE - FOR ADOPTION - FILE OF THE COUNCIL NO. 25, 2018 - CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229634 ENTITLED "POLICE GRANTS" FOR RECEIVING FUNDS FROM MULTIPLE SHORT TERM OR PASS THROUGH POLICE GRANT SOURCES THAT REQUIRE FUND ACCOUNTS SEPARATE FROM THE GENERAL FUND.

[Ordinance 2018 Special Account No. 02.229634 Police Grants.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 59, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH ABRAHAMSEN , CONABOY & ABRAHAMSEN, P.C. FOR SPECIAL LABOR COUNSEL LEGAL SERVICES FOR THE CITY OF SCRANTON.

[Resolution 2018 Contract with Abrahamsen, Conaboy & Abrahamsen P.C. special labor legal services.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 60, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH LABELLA ASSOCIATES FOR CITY OF SCRANTON GENERAL CONSULTING ENGINEERING SERVICES FOR THE PERIOD AUGUST 1, 2018 THROUGH JULY 31, 2021.

[Resolution 2018 Contract with Labella Associates Aug. 1, 2018 - July 31, 2021.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 61, 2018- AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH REUTHER + BOWEN, PC FOR CITY OF SCRANTON LANDSCAPE ARCHITECT/ENGINEERING DESIGN SERVICES - LINDEN STREET GREENSPACE AND POCKET PARK PROJECT.

[Resolution 2018 Contract with Reuther + Bowen landscape for Linden Street Park Project.pdf](#)

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 62, 2018 - RE-APPOINTING SHAWN WALSH, 2821 CEDAR AVE., SCRANTON, PENNSYLVANIA, 18505, AS A MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. WALSH'S TERM EXPIRED ON JULY 1, 2018 AND HIS NEW TERM WILL EXPIRE ON July 1, 2013.

[Resolution 2018 Re-Appointment of Shawn Walsh Board of Zoning Appeals.pdf](#)

- 7.F FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION -

RESOLUTION NO. 63, 2018 - APPOINTMENT OF PAUL MARCKS, 724 GIBBONS STREET, SCRANTON, PENNSYLVANIA, 18505 AS A MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. MARCKS WILL REPLACE ALAN O'NEILL WHOSE TERM EXPIRED ON JULY 1, 2018. MR. MARCKS' TERM WILL COMMENCE ON JULY 2, 2018 AND EXPIRE ON JULY 1, 2023.

[Resolution 2018 Appointment of Paul Marcks Board of Zoning Appeals.pdf](#)

8. ADJOURNMENT

TAX ASSESSOR'S REPORT

Hearing Date: 07/25/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assesed Value	After Appeal Value
12:15 PM	CALOMINO FRANCIS & GERALDINE	SCRANTON	12302020018		21400	
12:25 PM	MCHALE KEVIN	SCRANTON	13411030037		14500	
12:35 PM	ULVITCH MELANIE	SCRANTON	14517050005		8000	
12:35 PM	ULVITCH MELANIE	SCRANTON	14517050006		7500	
12:45 PM	PERRI LETISHA & JOHN	SCRANTON	14518010010		12000	
12:55 PM	KENNEDY CHRISTOPHER M	SCRANTON	13518020056	DAVID RINALDI	13325	
1:05 PM	GENOVESE THOMAS & WENDIE	SCRANTON	16803020057		41300	
1:15 PM	NOVAK COURTNEY E & MARK J	SCRANTON	1550802000207	JULIE ZALESKI	18000	
1:25 PM	GINTOFF MICHAEL E & CHERYL M	SPRINGBROOK	2020401000901		21000	
1:35 PM	KIMSAL LINDA & RICHARD	THORNHURST	24904010046		9300	
1:45 PM	WATSON WILLIAM&COONS DANIELL	ROARING BROOK	1700101000135		9500	
1:55 PM	RUSSELL REJUNDR A	MOSCOW	19811040011	JUSTIN SULLA	22000	
2:05 PM	ZYMBLOSKY JEFFREY P & GAIL	SOUTH ABINGTON TWP	0990202000284	JOAN GUARI	40000	
2:15 PM	DANIELL JEFREY & ASHLEIGH	SOUTH ABINGTON	0910201001122		24500	
2:25 PM	STRANGFELD ROBERT C & BARBAR	CLARKS SUMMIT	1001003000102		25000	
2:35 PM	VERRASTRO DOROTHY	BLAKELY BORO	1031503000101		5300	
2:45 PM	KUHA JAN	DICKSON CITY	12411020031		4500	
2:45 PM	JAN KUHA IRREVOCABLE TRUST	DICKSON CITY	12411020026		7000	
2:45 PM	JAN KUHA IRREVOCABLE TRUST	DICKSON CITY	12411020027		7000	
3:00 PM	KOWALSKI KEVIN J & KERRI	JEFFERSON	1490205000164	JAMES TRESSLER	44000	
3:10 PM	FAGEN PETER J & CAROLYN	OLYPHANT	1250209001137		4500	
3:20 PM	RUSS JOHN	OLD FORGE	18505030002		800	
3:30 PM	DENERO ALAN A	OLD FORGE	17519070015		26100	

TOTAL RECORDS 23

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OFFICE OF CITY COUNCIL/CITY CLERK

(01/01) 07/05/2018 03:26:33 PM

Melissa Maguire 5709636385



**MINUTES OF THE REGULAR
MEETING OF THE MEMBERS OF
SCRANTON HOUSING AUTHORITY
MAY 7, 2018**

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The members of the Scranton Housing Authority met in a regular session at the office of the Authority in the City of Scranton, Pennsylvania, at 5:00 P.M. on May 7, 2018.

Pledge of Allegiance.

Mrs. Mary Anne Sinclair, Madame Chairman, called the meeting to order. Roll call please.

1. Roll Call.

Present

Absent

Mary Anne Sinclair
Mary Clare Kingsley
Thomas J. Galella, Jr.

Terrence V. Gallagher
Thelma Wheeler

In addition to the board members, those in attendance were Gary P. Pelucacci, Executive Director, Karl P. Lynott, Deputy Executive Director; Boyd Hughes, Solicitor, and Ann Frye, Executive Assistant to the Executive Director. Also, in attendance was Angelo Conforti, Representative from Waste Management.

2. Executive Session.

Mrs. Sinclair: Executive Session.

Attorney Hughes: Yes, Madame Chairman, we discussed personnel and litigation.

Everything else is further on to report.

Mrs. Sinclair: Thank you.

3. Approval of the minutes of the Regular Meeting held April 2, 2018.

Mrs. Sinclair: Approval of the minutes of the regular meeting held April 2, 2018.

Ms. Kingsley: So moved.

Mr. Gallela: Second.

Upon roll call, the ayes and nays were as follows:

AYES	NAYS
Mary Anne Sinclair Mary Clare Kingsley Thomas J. Galella, Jr.	None

4. Treasurer’s Report for the period March 29, 2018 to April 30, 2018.

Mrs. Sinclair: Treasurer’s Report for the period March 29, 2018 to April 30, 2018.

Mr. Galella: This report is as of April 30, 2018. The balances in our checking accounts and Money Market accounts are \$3,953,023.24. The Section 8 NRA Fund has a balance of \$554.80. This savings account is required by HUD to deposit excess HAP funds not used by the Authority. The payroll account will now be listed as the bank is requiring the account to have on deposit the amount of the direct deposit funds two days prior to the disbursement of the funds. Thus, the SHA will keep at minimum at least \$75,000 on deposit in the payroll account. Investments made in Certificates of Deposits amounted to \$4,703,732.08. Petty Cash totaled \$300.00, for a grand total of \$8,657,610.14. Paid bills from March 29, 2018 to April 30, 2018 were forwarded to all board members. If there are no questions, a motion should be made for approval of this report.

Ms. Kingsley: So moved.

Mr. Gallela: Second.

Upon roll call, the ayes and nays were as follows.

AYES

NAYS

Mary Anne Sinclair
Mary Clare Kingsley
Thomas J. Galella, Jr.

None

5. Secretary's Report.

Mrs. Sinclair: Secretary's Report.

Mr. Pelucacci: There are no communications to report at this time.

6. Committee Reports.

6.(a) Chairman Report.

Mrs. Sinclair: Committee Reports, I have nothing to report at this time. Executive Director's Report.

6. (b) Executive Director Report.

Mr. Pelucacci: Yes, Madame Chairman. Under our Utility Report for the month of March, 2018 our total utility cost was \$194,906.81 and for the month of April, 2018 our total utility cost was \$200,767.78.

On our Tenant's Accounts Receivable Report, for the month of February, 2018 we had a total of 313 delinquents totaling \$162,421.30; for the month of March, 2018 we had 238 delinquents totaling \$149,979.90 and for the month of April, 2018 we had 235 delinquents totaling \$155,642.93.

On our Construction Report Madame Chairman, work has begun on the comprehensive renovations of buildings 15 and 17 at Valley View Terrace.

That is all I have, Madame Chairman.

Mrs. Sinclair: Thank you. Attorney Hughes, Solicitor's Report.

6.(c) Solicitor Report.

Attorney Hughes: Yes, Madame Chairman, Item 8(a) my legal opinion on that is enclosed. Also, my opinion letter for the audit with Scranton Housing Authority and Park Gardens, which I sent to Jump, Perry & Company with a copy to Mr. Pelucacci.

Mrs. Sinclair: Thank you. Apartment Report.

6.(d) Apartments.

Mr. Pelucacci: Yes, Madame Chairman. Under our Public Housing Program, we have an A.C.C. of 1,268 units with 1,210 units under effective lease. There are Fifty-Eight (58) vacant apartments in which Seventeen (17) vacant units are under modernization at Valley View Terrace. Under our Section 8 Housing Choice Voucher Program, we have an A.C.C. of 1050 units with 860 units under effective lease. Total apartments under effective lease by the Scranton Housing Authority as of April 30, 2018, are 2,070 out of an A.C.C. of 2,318.

That concludes the Apartment Report, Madame Chairman.

Mrs. Sinclair: Any unfinished business?

7. Unfinished Business.

Mr. Pelucacci: Not to my knowledge, Madame Chairman.

Mrs. Sinclair: New Business.

8. New Business.

8.(a) Bid Opening – April 24, 2018 – Refuse Collection for all Developments.

Mr. Pelucacci: Yes, Madame Chairman, we had a bid opening on April 24, 2018 at 10:00 a.m. for refuse collection for all Public Housing Developments. This bid is for a two (2) year period. We received three (3) bids.

We received one bid from Waste Management for \$11,741.00 dollars per month. We received one bid from Solid Waste Services for \$14,935.00 dollars per month, and we received a third bid from County Waste of Pennsylvania for \$16,480.00 dollars per month.

The bids were reviewed by staff and our Solicitor. It would be my recommendation to make the award to Waste Management for \$11,741.00 dollars per month for a two (2) year period.

Ms. Kingsley: So moved.

Mr. Gallela: Second.

Upon roll call, the ayes and nays were as follows.

AYES	NAYS
Mary Anne Sinclair Mary Clare Kingsley Thomas J. Galella, Jr.	None

8.(b) Resolution No. 18-13 – Approval to Maintain One (1) certificate of Deposit and Authorization for the Maintenance and Administration for said Certificate of Deposit.

Mr. Pelucacci – Item 8.(b) is Resolution No. 18-13 which is for the approval to maintain one certificate of deposit and authorization for the maintenance and administration for said certificate of deposit.

“Whereas, the Scranton Housing Authority is desirous to maintain one certificate of Deposit; and

Whereas, the maintenance and administration of said CD is essential to the Scranton Housing Authority; and

Now, Therefore, Be It resolved that the Board of Commissioners of the Scranton Housing Authority hereby approves the execution of all required documents to maintain one

certificate of deposit at the Wayne Bank, 216 Adams Avenue, Scranton, Pennsylvania, 18503, and hereby authorizes Gary P. Pelucacci, Executive Director and/ or John Cappelloni, Director of Capital Improvements for the Scranton Housing Authority, to maintain and administer said certificate of deposit.”

It would be my recommendation that the Board of Commissioners pass Resolution No. 18-13.

Ms. Kingsley: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

AYES	NAYS
Mary Anne Sinclair Mary Clare Kingsley Thomas J. Galella, Jr.	None

8.(c) Resolution No. 18-14 -- Approval to Amend the Capitalization Policy of the Scranton Housing Authority for the initial cost of a piece of equipment from \$5,000.00 to \$20,000.00.

Mr. Pelucacci: Madame Chairman, Item 8.(c) is Resolution No. 18-14 which is to amend the Capitalization Policy of the Scranton Housing Authority.

“Whereas, the Scranton Housing Authority (“Authority”) has heretofore adopted a Capitalization Policy to classify and all property purchased by the Authority as either expendable or non- expendable; and

Whereas, the Authority wishes to maintain a Capitalization Policy consistent with current Department of Housing & Urban Development (HUD) procedures, as well as in accordance with generally accepted accounting principals; and

Whereas, the Authority desires to amend its Capitalization Policy in compliance with the aforementioned standards and procedures; and

Now, Therefore, Be It Resolved, that the Scranton Housing Authority Capitalization Policy attached hereto and made a part of this Resolution.

All Resolutions or parts of Resolutions inconsistent with the amendments herein adopted are hereby repealed.”

It would be my recommendation that the Board of Commissioners pass Resolution No. 18-14 and the Amended Capitalization Policy that is attached to it.

Mr. Galella: So moved.

Ms. Kingsley: Second.

Upon roll call, the ayes and nays were as follows.

AYES	NAYS
Mary Anne Sinclair Mary Clare Kingsley Thomas J. Galella, Jr.	None

8.(d) Resolution No. 18-15 – Approval for the Disposal of Excess Equipment.

Mr. Pelucacci: Madame Chairman, Item 8(d) is Resolution No. 18-15 which is for the approval to dispose of excess equipment.

“Whereas, the Scranton Housing Authority on June 5, 2000 adopted an Amended Disposition Policy; and

Whereas, in accordance with said Disposition Policy equipment and/or personal property that is worn out, obsolete or surplus to the needs of the Housing Authority excess to be disposed of, must be written off and disposed of in an efficient manner; and

Now, Therefore, Be It resolved that the Board of Commissioners of the Scranton Housing Authority hereby approves the attached list, designated as Exhibit "A" of worn out excess equipment from the referenced developments by written off and disposed of in an efficient manner."

It would be my recommendation that the Board of Commissioners pass Resolution No. 18-15.

Mr. Galella: So moved.

Ms. Kingsley: Second.

Upon roll call, the ayes and nays were as follows.

AYES	NAYS
Mary Anne Sinclair	None
Mary Clare Kingsley	
Thomas J. Galella, Jr.	

8.(e) Reorganization.

Ms. Kingsley: I believe this Board would like to maintain their current positions that we hold. I would like to have a motion on that.

Mr. Galella: So moved.

Ms. Kingsley: Second.

Upon roll call, the ayes and nays were as follows.

AYES	NAYS
Mary Anne Sinclair	None
Mary Clare Kingsley	
Thomas J. Galella, Jr.	

Mrs. Sinclair: Personnel.

9. Personnel.

Mr. Pelucacci: Yes, Madam Chairman, under personnel, we have no resignations and one retirement. There is currently no one on workers compensation. Paul Morgan is currently on long term disability.

Also under personnel Madam Chairman, Gerard Guse, was placed in the position as a Maintenance Mechanic on February 5, 2018. Gerard has completed his 60 day probationary period.

It would Be my recommendation that the Board of Commissioners make a motion to place Gerard Guse, on permanent status as a Maintenance Mechanic with the Scranton Housing Authority, effective February 5, 2018.

Ms. Kingsley: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

AYES	NAYS
Mary Anne Sinclair	None
Mary Clare Kingsley	
Thomas J. Galella, Jr.	

Mr. Pelucacci: Finally under Personnel Madame Chairman, I am sad to report that Tom Schuster, one of our Maintenance Aides, passed away on April 22, 2018. He was a great worker but more importantly a great guy. Our hearts and prayers go out to his wife Karen, his son Tom, his daughter Katherine and to the rest of his family.

That concludes the personnel report Madame Chairman.

10. Public Comment.

Mr. Conforti: I am here because of the refuse bid. I appreciate the opportunity to work

with you. Thank you.

11. Adjournment.

There being no further business to come before the board, the meeting was adjourned at the call of the Chair on motion made by Mr. Galella, and seconded by Ms. Kingsley.


Mary Clare Kingsley, Assistant Secretary

Certificate

I, Mary Clare Kingsley, hereby certify that:

1. I am the duly appointed, qualified and Assistant Secretary of the Scranton Housing Authority.

2. I am custodian of the records of said Authority.

3. The attached copy of the Minutes of the Regular Meeting of said Authority held May 7, 2018 is a true and correct copy of the original Minutes of said meeting, as approved at the meeting of said Authority on June 4, 2018 and is recorded in the Minutes of the Authority.

In Witness Whereof, I have hereunto set my hand and the corporate seal of this Authority this 4th DAY of JUNE, 2018.



Mary Clare Kingsley
Assistant Secretary

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**MINUTES OF THE REGULAR
MEETING OF THE MEMBERS OF
SCRANTON HOUSING AUTHORITY
JUNE 4, 2018**

The members of the Scranton Housing Authority met in a regular session at the office of the Authority in the City of Scranton, Pennsylvania, at 5:00 P.M. on June 4, 2018.

Pledge of Allegiance.

Mrs. Mary Anne Sinclair, Madame Chairman, called the meeting to order. Roll call please.

1. Roll Call.

Present

Absent

Mary Anne Sinclair
Terrence V. Gallagher
Thomas J. Galella, Jr.

Mary Clare Kingsley
Thelma Wheeler

In addition to the board members, those in attendance were Gary P. Pelucacci, Executive Director, Karl P. Lynott, Deputy Executive Director; Boyd Hughes, Solicitor, and Ann Frye, Executive Assistant to the Executive Director.

2. Executive Session.

Mrs. Sinclair: Executive Session.

Attorney Hughes: Yes, Madame Chairman, we discussed personnel and litigation.

Mrs. Sinclair: Thank you.

3. Approval of the minutes of the Regular Meeting held May 7, 2018.

Mrs. Sinclair: Approval of the minutes of the regular meeting held May 7, 2018.

Mr. Galella: So moved.

Mr. Gallagher: Second.

Upon roll call, the ayes and nays were as follows:

AYES	NAYS
Mary Anne Sinclair Terrence V. Gallagher Thomas J. Galella, Jr.	None

4. Treasurer’s Report for the period May 1, 2018 to May 30, 2018.

Mrs. Sinclair: Treasurer’s Report for the period May 1, 2018 to May 30, 2018.

Mr. Galella: This report is as of May 30, 2018. The balances in our checking accounts and Money Market accounts are \$4,263,744.31. The Section 8 NRA Fund has a balance of \$554.82. This savings account is required by HUD to deposit excess HAP funds not used by the Authority. The payroll account will now be listed as the bank is requiring the account to have on deposit the amount of the direct deposit funds two days prior to the disbursement of the funds. Thus, the SHA will keep at minimum at least \$75,000 on deposit in the payroll account. Investments made in Certificates of Deposits amounted to \$4,703,732.08. Petty Cash totaled \$300.00, for a grand total of \$8,968,331.21. Paid bills from May 1, 2018 to May 30, 2018 were forwarded to all board members. If there are no questions, a motion should be made for approval of this report.

Mr. Gallagher: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

AYES	NAYS
Mary Anne Sinclair Terrence V. Gallagher Thomas J. Galella, Jr.	None

5. Secretary’s Report.

Mrs. Sinclair: Secretary's Report.

Mr. Gallagher: Yes, Madame Chairman there is no correspondence or letters received in the past month. I have nothing to report.

6. Committee Reports.

6.(a) Chairman Report.

Mrs. Sinclair: Committee Reports, I have nothing to report at this time. Executive Director's Report.

6. (b) Executive Director Report.

Mr. Pelucacci: Yes, Madame Chairman. Under our Utility Report for the month of April, 2018 our total utility cost was \$200,767.78 and for the month of May, 2018 our total utility cost was \$148,848.06.

On our Tenant's Accounts Receivable Report, for the month of March, 2018 we had a total of 238 delinquents totaling \$149,979.93; for the month of April, 2018 we had 235 delinquents totaling \$155,642.93 and for the month of May, 2018 we had 273 delinquents totaling \$157,609.81.

On our Construction Report Madame Chairman, work is progressing on the comprehensive renovation of buildings 15 and 17 at Valley View Terrace.

That is all I have, Madame Chairman.

Mrs. Sinclair: Thank you. Attorney Hughes, Solicitor's Report.

6.(c) Solicitor Report.

Attorney Hughes: I have nothing, Madame Chairman.

Mrs. Sinclair: Thank you. Apartment Report.

6.(d) Apartments.

Mr. Pelucacci: Yes, Madame Chairman. Under our Public Housing Program, we have an A.C.C. of 1,268 units with 1,208 units under effective lease. There are Sixty (60) vacant apartments in which Seventeen (17) vacant units are under modernization at Valley View Terrace. Under our Section 8 Housing Choice Voucher Program, we have an A.C.C. of 1050 units with 858 units under effective lease. Total apartments under effective lease by the Scranton Housing Authority as of May 31, 2018, are 2,066 out of an A.C.C. of 2,318.

That concludes the Apartment Report, Madame Chairman.

Mrs. Sinclair: Any unfinished business?

7. Unfinished Business.

Mr. Pelucacci: Not to my knowledge, Madame Chairman.

Mrs. Sinclair: New Business.

8. New Business.

Mrs. Sinclair: Personnel.

9. Personnel.

Mr. Pelucacci: Yes, Madam Chairman, under personnel, we have no resignations or retirements. There is currently no one on workers compensation. Paul Morgan is currently on long term disability.

Also under personnel Madam Chairman, Jeffrey Mulderig started working for the Scranton Housing Authority as a Maintenance Aide on February 9, 2018 and has successfully completed his 90 day probationary period.

It would Be my recommendation that the Board of Commissioners make a motion to place Jeffrey Mulderig, on permanent status as a Maintenance Aide with the Scranton Housing Authority, effective February 9, 2018.

Mr. Gallagher: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

AYES	NAYS
Mary Anne Sinclair Terrence V. Gallagher Thomas J. Galella, Jr.	None

Mr. Pelucacci: Also, Madame Chairman, David Paul started working for the Scranton Housing Authority as a Maintenance Aide on February 12, 2018 and has successfully completed his 90 day probationary period.

It would be my recommendation that the Board of Commissioners make a motion to place David Paul on permanent status as a Maintenance Aide with the Scranton Housing Authority, effective February 12, 2018.

Mr. Gallagher: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

AYES	NAYS
Mary Anne Sinclair Terrence V. Gallagher Thomas J. Galella, Jr.	None

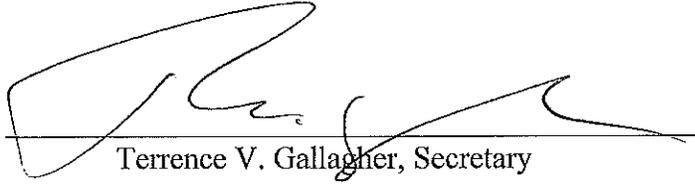
That concludes the personnel report Madame Chairman.

10. Public Comment.

(No one present for Public Comment.)

11. Adjournment.

There being no further business to come before the board, the meeting was adjourned at the call of the Chair on motion made by Mrs. Sinclair, and seconded by Mr. Galella.



Terrence V. Gallagher, Secretary

Certificate

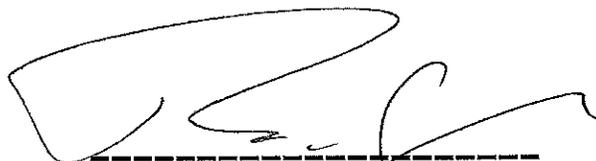
I, Terrence V. Gallagher, hereby certify that:

1. I am the duly appointed, qualified and Secretary of the Scranton Housing Authority.

2. I am custodian of the records of said Authority.

3. The attached copy of the Minutes of the Regular Meeting of said Authority held June 4, 2018 is a true and correct copy of the original Minutes of said meeting, as approved at the meeting of said Authority on July 2, 2018 and is recorded in the Minutes of the Authority.

In Witness Whereof, I have hereunto set my hand and the corporate seal of this Authority this 2nd DAY of JULY, 2018.

A handwritten signature in black ink, appearing to read 'T. Gallagher', written over a horizontal dashed line.

**Terrence V. Gallagher
Secretary**

**LACKAWANNA COUNTY LAND BANK
REGULAR MEETING MINUTES
May 11, 2018**

The regular meeting of the Lackawanna County Land Bank was held on April 13, 2018 in the Commissioners' Conference Room, 200 Adams Avenue, Sixth Floor, Scranton, Pennsylvania.

At 10:00 am Chairman O'Malley called the meeting to order and all joined in the Pledge of Allegiance.

ROLL CALL

Roll Call was taken by George Kelly
Commissioner O'Malley (Chairman) – Present
Henry Deecke - Present
Linda Aebli – Present
Marion Gatto – Present
Terrence McDonnell – Excused
Steve Pitoniak – Present

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Also present were Atty. Joseph Colbassani, Land Bank Legal Counsel, Ralph Pappas, Business Relations Manager.

PUBLIC COMMENT ON AGENDA ITEMS ONLY

There were no comments made at this time.

MINUTES

A motion was made by Ms. Linda Aebli and seconded by Ms. Marion Gatto to approve the minutes of the April 13, 2018 regular meeting as prepared and presented.

All in Favor

PRESENTATION of VOUCHERS for EXAMINATION and APPROVAL

Mr. Kelly reviewed the vouchers with the Board. He specifically pointed out the payment made to the Lackawanna County Treasurer in the amount of \$3,735.00. He explained that during the last Tax Claim Judicial sale, the Land Bank exercised its power to submit a trump bid on a specific property located at 1137-1139 Luzerne Street. Gerrity's supermarket owns the adjacent property. Gerrity's have agreed to raze the structure, blacktop it and make it available for student drop off and pick up for the elementary school across the street. They will also pay the Land Bank the amount paid for the property and continue to pay the taxes on it. This process is looked at as a win-win situation for everyone. We are assisting a local business by giving them an

opportunity to expand their property as well helping the school district in alleviating some of the traffic problems that plague that area of the city.

A motion was made by Mr. Henry Deecke and seconded by Ms. Linda Aebli to approve voucher expenditures of April 14, 2018 through May 11, 2018, as presented.

All in Favor

DISCUSSION ITEMS

- a.) **Dickson City/Interest in Joining the Land Bank:** Mr. Kelly explained that he has spoken to members of Dickson City Council and the Mid-Valley School District. They have expressed a desire to join the Land Bank. He stated that Dickson City Borough officials have had conversations with John Grow, the owner of Gibbons Ford. Gibbons Ford owns the property on Main Avenue in Dickson City that was the former home of their auto dealership. If Dickson City becomes part of the Land Bank, they are considering donating that property to the Land Bank. The discussion continued regarding the development possibilities of the property. Mr. Kelly also stated he has some discussions with both the boroughs of Taylor and Dunmore regarding their interest in joining the Land Bank.
- b.) **Land Bank Website Update:** Mr. Kelly explained that the staff met with Michelle from Design Done Right. The staff offered some suggestions for improvement. The site will resemble a real estate website with all the Land Bank pertinent information. The staff has also been out taking updated higher resolution photos of the properties. Michelle stated the work on our suggested changes should only take about six or seven hours. Hopefully we will have the website up and running by the next board meeting. Mr. O'Malley expressed an interest in having before and after photos of the properties.
- c.) **Blight to Bright LSA Grant Update:** Mr. Kelly explained the Land Bank has partnered with NeighborWorks NEPA to present a series of town hall meetings throughout Lackawanna County. The purpose being to inform the municipalities of the Bright to Blight program as well as the benefits of Land Bank. The first meeting will be held at the Goodwill at North in Scranton at 6:00 PM on March 23rd. Tentative additional meeting will be held at PNC Field in Moosic, the 911 Center in Jessup, and the Anthracite Center in Carbondale.
- d.) **1445 Meylert Avenue Update:** Mr. Kelly explained the potential purchasers are currently conducting a Phase 2 environmental assessment on the property. The interested purchasers were given 90 days from the date of the signed agreement to conduct the Phase 2 assessment. Mr. O'Malley emphasized the importance of the Lace Company Project and how this property is an important piece of the overall project.
- e.) **Bid Opening:** Mr. Pappas stated that only one bid was received for the property located at 119 South Dewey Avenue, Scranton PA. Mr. Pappas opened the bid from Mr. Steven Coyne. Mr. Coyne's bid for the property was \$650.00.

PROPERTY DISCUSSIONS

PROPERTY PURCHASE APPLICATIONS:

119 South Dewey Avenue

Ms. Aebli explained that one application was received from Mr. Steven Coyne. Mr. Coyne resides in the neighborhood and would like to purchase the parcel and maintain it as greenspace. As stated above, Mr. Coyne submitted a bid of \$650.00 for the property. Since this was the only bid, the advisory committee recommended the bid be accepted and the Land Bank Board agreed.

ADDITIONAL PROPERTIES TO BE ACQUIRED FROM THE REPOSITORY OF UNSOLD PROPERTY:

1814 Roselyn Avenue

Mr. Pappas explained that the Land Bank received several inquiries regarding this property located at 1814 Roselyn Avenue, Scranton Pa. Because of this, the Land Bank should have no problem selling the property. The advisory committee recommended acquiring the property from the repository of unsold property. The Land Bank Board agreed.

PROPERTY DONATION APPLICATIONS:

710 Crown Avenue

Mr. Pappas stated the Land Bank received a donation application from Mr. Phong Bui for a property located at 710 Crown Avenue, Scranton PA. The dimensions of the property are 25 x 80. There is also a privately owned vacant lot next to this property that measures 20 x 80. The advisory committee recommended not accepting the donation at this time. They agreed to have staff contact the owner for permission to place a Land Bank Property 'For Sale' sign on the property to see if it generates any interest. The Land Bank Board agreed.

Emily Avenue Pin #: 13415-040-0011

Mr. Pappas stated that Atty. Colbassani received a donation request letter from Atty. Justin Sulla for a property located on Euclid Avenue. This property was part of the Tripp Park Development Project. Atty. Colbassani stated that that he thinks there is an injunction against future building in this development due to water runoff issues. After some further discussion, the Land Bank Board agreed with the advisory committee not to accept the donation at this time. They agreed to get the owner's permission to place a Land Bank Property "For Sale" sign on the property to see if it generates any interest from the adjacent property owners as a side lot.

ACTION ITEM

Resolution NO. 18-014 Approving the Conveyance of Certain Land Bank Owned Property under the Land Bank Property Purchase Program located at 119 South Dewey Avenue, Scranton, PA, 18504 Pin # 14412020073 to Mr. Steven Coyne

Motion by Henry Deeke

Seconded by Linda Aebli

All in favor

Resolution No. 18-015 Approving the Acquisition of additional property from the Tax Claim Office Repository List of Unsold Property located at 1814 Roselyn Street, Scranton PA, Pin #: 15714020018

Motion by Henry Deeke

Seconded by Steve Pitoniak

All in favor

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Ms. Michelle Martinez again address the Board regarding the poor condition of the Land Bank property located at Rear 1619 Price Street. The discussion continued regarding the property with Mr. O'Malley assuring Ms. Martinez that the structure will be taken down.

ADJOURNMENT

As all business had been conducted, a motion to adjourn was made by Marion Gatto with a second by Linda Aebli. The motion carried and the meeting was adjourned.

Marion Gatto, Secretary

Prepared by Ralph Pappas

FILE OF THE COUNCIL _____

2018

AN ORDINANCE

GRANTING A TEMPORARY CONSTRUCTION AND PERMANENT MAINTENANCE EASEMENT AGREEMENT ON PROPERTY OWNED BY THE CITY OF SCRANTON TO SCRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY FOR THE INSTALLATION OF SIDEWALKS AT THE MOUNT PLEASANT CORPORATE CENTER ALONG MOUNT PLEASANT DRIVE AS MORE FULLY DESCRIBED IN EXHIBIT "A".

WHEREAS, Scranton Lackawanna Industrial Building Company needs to acquire Temporary Construction and Permanent Maintenance Agreement on land owned by the City of Scranton located at Mount Pleasant Corporate Center along Mount Pleasant Drive. A copy of which is attached hereto as Exhibit "A" and incorporated herein as if set forth at length; and

WHEREAS, the City of Scranton and Scranton Lackawanna Industrial Building Company desire to execute and enter into a Temporary Construction and Permanent Maintenance Easement Agreement. Said Easement to be granted to Scranton Lackawanna Industrial Building Company for the consideration of One (\$1.00) Dollar.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute and enter into the Temporary Construction and Permanent Maintenance Easement Agreement on land owned by the City of Scranton as listed above, copies of which are attached hereto as Exhibit "A" and incorporated herein as if set forth at length.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

TEMPORARY CONSTRUCTION AND
PERMANENT MAINTENANCE EASEMENT
AGREEMENT

This Temporary Construction and Permanent Maintenance Easement Agreement (the "Agreement") is entered into by and between the City of Scranton, ("Grantor"); and Scranton Lackawanna Industrial Building Company, ("Grantee").

RECITALS

A. Grantor owns of record certain real property located in Scranton, Lackawanna County, and legally described in that certain Deed of Dedication (Mount Pleasant Drive) dated June 28, 2017, and recorded in Lackawanna County as Instrument No. 201714033, a copy of which is attached hereto and incorporated herein as Exhibit A and in that certain Deed of Dedication (Stormwater Detention Basin) dated June 28, 2017, and recorded in Lackawanna County as Instrument No. 201714029, a copy of which is attached hereto and incorporated herein as Exhibit B (collectively, "Grantor's Property").

B. Grantee owns of record certain real property adjacent to Grantor's Property also located in Scranton, Lackawanna County ("Grantee's Property") and Grantee desires to construct sidewalks along Mount Pleasant Drive within the Grantor's property for the purpose of serving Grantee's Property (the "Improvements"). Grantor's Property and Grantee's Property are sometimes referred to in this Agreement collectively as the "Property."

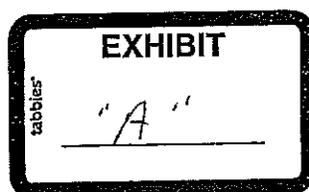
C. Grantor and Grantee desire to execute a Temporary Construction Easement and a Permanent Maintenance Agreement.

NOW, THEREFORE, for sum of One Dollar (\$1.00) to be paid by Grantee to Grantor, Grantor and Grantee covenant and agree as follows:

1. Grant of Easement

1.1 Temporary Construction Easement. Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon Grantor's Property for the purpose of constructing the Improvements. Prior to commencement of the Temporary Construction Easement, Grantee shall have access to the Property during normal business hours to conduct all studies, tests, examinations and surveys necessary to design and construct the Improvements.

1.2 Permanent Maintenance Easement. Grantor, for themselves and for their



successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a non-exclusive easement (the "Permanent Maintenance Easement") over, under, in, along, across and upon Grantor's Property for use in the maintenance of the Improvements and other purposes reasonably related to the maintenance of the Improvements.

2. Terms of Easements.

21 Temporary Construction Easement. The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate and expire upon the date construction of the Improvements are completed. Upon the expiration of the term of the Temporary Construction Easement, all of the rights and benefits of Grantee in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

22 Permanent Maintenance Easement. The Permanent Maintenance Easement shall commence on the effective date of this Agreement and shall continue in perpetuity.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not enact or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Easement Area; or develop, landscape, or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the Easement Areas after such installation.

4. Construction of Utility Improvements.

41 Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor Property all costs and expenses of construction and maintenance of the Improvements.

42 Compliance With Laws. Grantee shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rule and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

43 Restoration. In the event the surface of any Easement Area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities subject to the construction of the Improvements.

5. General Provisions.

51 Effective Date. This agreement shall be effective upon the date it is executed by an authorized representative of each signing party and shall last for as long as is necessary

for all work relating to the installation and maintenance of the Improvements.

52 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

53 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

54 Plan. Upon Grantor is request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the Improvements to be installed in the Easement Area.

55 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of the improvements for a period of twenty-four (24) consecutive months, this Agreement and all easement rights granted there under shall terminate.

56 Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

IN WITNESS of this, the undersigned have executed this Agreement as of this _____ day of _____, _____

Dated this _____ day of _____, 201_____.

_____, Grantor

_____, Grantee

CITY OF SCRANTON

ATTEST:

BY: _____
Lori Reed, City Clerk

BY: _____
William L. Courtright, Mayor

Date: _____

Date: _____

BY: _____
Roseann Novembrino, City Controller

Date: _____

APPROVED AS TO FORM:

BY: _____
Jessica L. Eskra, Esq., City Solicitor

Date: _____



EVIE RAFALKO MCNULTY
 Lackawanna County Recorder of Deeds
 Gateway Center
 135 Jefferson Avenue
 Scranton, Pennsylvania 18503

This is a certification page
 This page is now part of this legal document – DO NOT DETACH



INSTRUMENT #: 201714033

Receipt#: 285271
 Clerk: LH
 Rec Date: 09/06/2017 02:58:49 PM
 Doc Grp: D
 Descrip: DEED
 Num Pgs: 10
 Rec'd Frm: KREDER, BROOKS, HAILSTONE

Party1: SCRANTON LACKA INDUSTRIAL BLDG CO
 Party2: SCRANTON CITY
 Town: SCRANTON CITY

Consideration: 1.00
 Taxable Amount: 0.00
 Assessed Value: 107850.00

Recording:

Recording Fees - ROD	23.00
Cover/Index Page	2.00
Parcel Certification	10.00
State Writ Tax	0.50
State JCS/Access to Justice	35.50
Affordable Housing	13.00
County Improvement Fee	2.00
ROD Improvement Fee	3.00

Sub Total: 89.00

Transfer Tax	
STATE TRANSFER TAX	0.00
SCRANTON CITY	0.00
SCRANTON SCHOOL DISTRICT	0.00

Sub Total: 0.00

Total: 89.00

**** NOTICE: THIS IS NOT A BILL ****

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Lackawanna County, Pennsylvania.



Evelyn Rafalko McNulty

Evelyn Rafalko McNulty
 Recorder of Deeds

** Information may change during the verification process and may not be reflected on this page

Record and Return To:

KREDER, BROOKS, HAILSTONE
 220 PENN AVE
 SUITE 200
 SCRANTON PA 18501
 BOX 99

DEED OF DEDICATION

(Mount Pleasant Drive)

THIS DEED OF DEDICATION, made the 28th day of June, 2017,
between

SCRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY, a
Pennsylvania not-for-profit corporation with its
principal office at 222 Mulberry Street, Scranton,
Pennsylvania 18503 (herein called the "Grantor"),

and

THE CITY OF SCRANTON, a municipal corporation
organized and existing under the laws of the
Commonwealth of Pennsylvania with its principal office
at 340 North Washington Avenue, Scranton, Pennsylvania
18503 (hereinafter called "Grantee"),

WITNESSETH:

WHEREAS, the Grantor developed the Mount Pleasant Corporate
Center (the "Park") in the City of Scranton, Lackawanna County,
Pennsylvania, recorded a Subdivision Plan with respect thereto
in the Lackawanna County Recorder of Deeds office in Map Book
6AM at Page 6569 (the "Subdivision Map"), and recorded a
Declaration of Protective Covenants, Restrictions and Conditions
with respect thereto in the Lackawanna County as Instrument No.
200829230 (the "Park Declaration"); and

WHEREAS, the Grantor wishes to convey certain lands within
the Park to the Grantee and the Grantee wishes to accept the
conveyance thereof in accordance with the terms and conditions
of this Deed,

NOW THEREFORE, for and in consideration of the sum of one
Dollar (\$1.00), as well as for various other considerations
affecting the public welfare which it seeks to advance, the
Grantee by these presents does hereby grant, bargain, sell and
convey unto the Grantee, its successors and assigns, the free

and uninterrupted use, liberty and privilege of, and passage in and through, all that certain tract or parcel of land within the Park known as Mount Pleasant Drive and the right of way with respect thereto as shown on the Subdivision Map and as further described on Exhibit A to this Deed (the "Right of Way").

TOGETHER WITH all Grantor's right, title and interest in and to and subject to the Commonwealth of Pennsylvania Department of Transportation Highway Occupancy Permit No. 04042025, as supplemented by Permit No. 04042025-1, for access to State Route 3020 (West Linden Street) located in the City of Scranton, Lackawanna County, Pennsylvania and recorded in Lackawanna County as Instrument No. 200910026.

It is understood and agreed that the said Grantee, its successors and assigns, by acceptance of this Deed, covenants and agrees to and with the Grantor, its successors and assigns, as part of the consideration hereof, that:

1. Grantee, its successors and assigns shall at its sole cost and expense:
 - (a) assume all costs for the maintenance, operation, repair, reconstruction and use of the Right of Way, and all sanitary sewer lines and storm water runoff management plans and systems in connection therewith or located therein; and
 - (b) comply with all applicable laws, regulations and standards in the exercise of its rights hereunder.
2. This conveyance does not include any right or easement, expressed or implied, in any remaining lands of the Grantor, its successors and assigns.
3. This conveyance is subject to the rights, easements, encumbrances, restrictions, covenants and rights-of-way as are found in the deeds forming the chain of title for the Park, and the rights of any parties in possession, including assigns and lessees.

SUBJECT TO and in common with the rights, conditions and restrictions as are contained in the Park Declaration.

TO HAVE AND TO HOLD all and singular the privileges aforesaid unto the Grantee to and for only the proper use and

behoof of the Grantee, its successors and assigns forever, as and for a public road and the installation of private or public utilities and related public services, including, but not limited to, sanitary and storm sewers, water mains, street lights, electrical and gas service, cable television lines, and similar services and utilities, together with all of Grantor's rights in and to storm drainage facilities, sanitary sewer lines, and rights appurtenant thereto within the Right of Way.

BEING a portion of the lands conveyed to the Scranton Lackawanna Industrial Building Company, the Grantor herein, by Deed dated March 5, 2008, from Keystone Concrete Block & Supply Co., Inc., and recorded in the Lackawanna County Recorder of Deeds Office as Instrument Number 200805077.

The acceptance of this Deed of Dedication by the City of Scranton was duly approved by Resolution No. 31 of 2011, and was duly adopted by the Council of the City of Scranton at a regularly scheduled and duly convened meeting held on the 10th day of May, 2011.

And the Grantor will warrant specially the property herein conveyed.

In Witness Whereof, the Grantor has caused this Deed of Dedication to be executed by its proper officers as of the day and year first above written, intending to be legally bound.

ATTEST:

SCRANTON LACKAWANNA INDUSTRIAL
BUILDING COMPANY

Virginia J. Goodrich

Title: Secretary

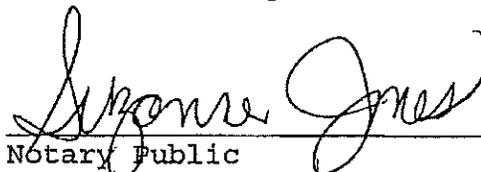
By: [Signature]

Title: Executive Vice President

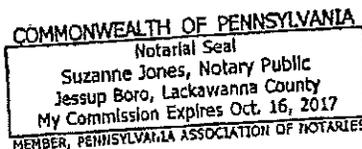
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF LACKAWANNA :

On this 25th day of June, 2017, before me, a Notary Public, personally appeared Robert F. Durkin, who acknowledged himself to be the Executive Vice President of SCRANTON-LACKAWANNA INDUSTRIAL BUILDING COMPANY, a not-for-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public



I hereby certify that the precise address of the Grantee is 340 North Washington Avenue, Scranton, Pennsylvania 18503.



Solicitor for the City of Scranton

CITY OF SCRANTON

ATTEST:

BY: L. Reed
Lori Reed, City Clerk

BY: William L. Courtright
William L. Courtright, Mayor

Date: 8.14.2017

Date: 8-9-17

BY: Roseann Novembrino
Roseann Novembrino, City Controller

Date: 8-14-2017

APPROVED AS TO FORM:

BY: J. Eskra
Jessica L. Eskra, Esq., City Solicitor

Date: 8/15/17

EXHIBIT A

All that certain lot, piece or parcel of land situated in the City of Scranton, County of Lackawanna, and Commonwealth of Pennsylvania and known as "Mount Pleasant Drive" as more specifically bonded and described as follows:

BEGINNING at a point, said point being located on the Northeasterly right-of-way line of West Linden Street and also being the Southwesterly property corner of Lot 2 as shown on the "Mount Pleasant Corporate Center - Final Plan" recorded in Lackawanna County Recorder of Deeds Office in Map Book 6AM, Page 6569 on July 28, 2009 (the "Subdivision Plan");

THENCE along Lot 2 the following three (3) courses and distances:

1. North 81°53'43" East a distance of 34.17 feet to a point;
2. North 46°38'09" East a distance of 117.58 feet to a point;
3. North 31°54'13" East a distance of 66.44 feet to a point;

THENCE continuing along Lot 2 and along Lot 3 North 10°38'28" East a distance of 205.39 feet to a point in a on the southerly side of a storm management area;

THENCE along storm management area the following four (3) courses and distances:

1. South 79°00'22" East a distance of 3.28 feet to a point;
2. North 10°59'38" East a distance of 195.00 feet to a point;
3. North 79°00'22" West a distance of 4.49 feet to a point;
4. North 10°38'28" East a distance of 9.64 feet to a point;

THENCE continuing along Lot 3 and along Lot 4 on a curve to the right having a radius of 625.00 feet, an arc length of 218.32 feet, a chord bearing of North 20°38'53" East, and a chord length of 217.21 feet to a point;

THENCE continuing along Lot 4 the following four (4) courses and distances:

1. North 30°39'17" East a distance of 42.08 feet to a point;
2. On a curve to the left having a radius of 575.00 feet, an arc length of 187.89 feet, a chord bearing of North 21°17'37" East, and a chord length of 187.05 feet to a point;
3. North 11°55'57" East a distance of 98.48 feet to a point;
4. North 78°15'31" West a distance of 10.76 feet to a point;

THENCE continuing along Lot 4 and along Lot 5 on a curve to the right having a radius of 60.00 feet, an arc length of 266.97 feet, a chord bearing of North 49°12'14" East, and a chord length of 95.25 feet to a point;

THENCE continuing along Lot 5 South 77°50'46" East a distance of 14.66 feet to a point, said point being located on the Westerly right-of-way line of the North Scranton Expressway (S.R. 3027);

THENCE along the Westerly right-of-way line of the North Scranton Expressway (S.R. 3027) the following three (3) courses and distances:

1. South 12°09'14" West a distance of 309.19 feet to a point;
2. South 28°24'18" West a distance of 200.00 feet to a point;
3. South 00°53'24" West a distance of 129.88 feet to a point;

THENCE continuing along the Westerly right-of-way line of the North Scranton Express Way (S.R. 3027) and along Lot 1 South 17°14'15" West a distance of 473.85 feet to a point;

THENCE continuing along Lot 1 South 46°38'09" West a distance of 148.92 feet to a point;

THENCE still along Lot 1 South 02°00'00" West a distance of 9.83 feet to a point, said point being located on the aforementioned Northeasterly right-of-way line of West Linden Street;

THENCE along the Northeasterly right-of-way line of West Linden Street South 46°28'05" West a distance of 20.00 feet to a point;

THENCE continuing along said right-of-way line North 43°31'55" West a distance of 96.69 feet, which is the point of BEGINNING.

CONTAINING having an area of 102,482 square feet, 2.35 acres.

BEING Part of Tax Identification Number: 145.15-020-00101.

P.O.
LACKAWANNA COUNTY
Certified Property Identification
MUNI: 34

SEP 06 2017
PIN: 14515-020-00101
USE: 9800 ASSESS VAL 107,856
CLERK Gm 10.00

PENNSYLVANIA
DEPARTMENT OF REVENUE
Bureau of Individual Taxes
PO BOX 280603
Harrisburg, PA 17128-0603

**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See Reverse for Instructions

Recorder's Use Only	
State Tax Paid	
Book Number	
Page Number	
Date Recorded	

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Kreder Brooks Hailstone, LLP, Richard G. Reed, Esq.,		Telephone Number: (570) 346-7922	
Street Address 220 Penn Avenue, Suite 200	City Scranton	State PA	Zip Code 18503

B. TRANSFER DATA

Date of Acceptance of Document September 6, 2017			
Grantor(s)/Lessor(s): Scranton Lackawanna Industrial Building Company (SLIBCO)	Telephone Number: (570) 342-7711	Grantee(s)/Lessee(s): The City of Scranton	Telephone Number: (570) 348-4100
Mailing Address 222 Mulberry Street		Mailing Address 340 North Washington Ave.	
City Scranton	State PA	Zip Code 18503	City Scranton
			State PA
			Zip Code 18503

D. REAL ESTATE LOCATION

Street Address Mount Pleasant Drive		City, Township, Borough: Scranton	
County Lakawanna	School District Scranton School District	Tax Parcel #145.15-020-00101	
Was transaction part of an assignment or relocation? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			
1. Actual Cash Consideration \$1.00	2. Other Consideration + None	3. Total Consideration = \$ 1.00	
4. County Assessed Value \$107,850.00	5. Common Level Ratio Factor 6.67	6. Computed Value \$ 719,359.50	

F. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed 100%	1b. Percentage of Grantor's Interest In Real Estate 100%	1c. Percentage of Grantor's Interest Conveyed 100%
--------------------------------------	--	--

2. Check Appropriate Box Below for Exemption Claimed. ■

- Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of Transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of Mortgage and note/Assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed. _____)

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party Kreder Brooks Hailstone, LLP Richard G. Reed, Esq. 	Date September, 6, 2017
--	-------------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



EVIE RAFALKO MCNULTY
 Lackawanna County Recorder of Deeds
 Gateway Center
 135 Jefferson Avenue
 Scranton, Pennsylvania 18503

This is a certification page
 This page is now part of this legal document - DO NOT DETACH



INSTRUMENT #: 201714029
 Receipt#: 285268
 Clerk: LH
 Rec Date: 09/06/2017 02:55:58 PM
 Doc Grp: D
 Descrip: DEED
 Num Pgs: 8
 Rec'd Frm: KREDER, BROOKS, HAILSTONE

Party1: SCRANTON LACKA INDUSTRIAL BLDG
 CO
 Party2: SCRANTON CITY
 Town: SCRANTON CITY

Consideration: 1.00
 Taxable Amount: 0.00
 Assessed Value: 107850.00

Recording:

Recording Fees - ROD	19.00
Cover/Index Page	2.00
Parcel Certification	10.00
State Writ Tax	0.50
State JCS/Access to Justi	35.50
Affordable Housing	13.00
County Improvement Fee	2.00
ROD Improvement Fee	3.00

Sub Total: 85.00

Transfer Tax	
STATE TRANSFER TAX	0.00
SCRANTON CITY	0.00
SCRANTON SCHOOL DISTRICT	0.00

Sub Total: 0.00

Total: 85.00

**** NOTICE: THIS IS NOT A BILL ****

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Lackawanna County, Pennsylvania.



Evelyn Rafalko McNulty

Evelyn Rafalko McNulty
 Recorder of Deeds

** Information may change during the verification process and may not be reflected on this page

Record and Return To:

KREDER, BROOKS, HAILSTONE
 220 PENN AVE
 SUITE 200
 SCRANTON PA 18501
 BOX 99

DEED OF DEDICATION

(Stormwater Detention Basin)

THIS DEED OF DEDICATION, made the 28th day of June, 2017, between

SCRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY, a Pennsylvania not-for-profit corporation with its principal office at 222 Mulberry Street, Scranton, Pennsylvania 18503 (herein called the "Grantor"),

and

THE CITY OF SCRANTON, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office at 340 North Washington Avenue, Scranton, Pennsylvania 18503 (hereinafter called "Grantee"),

WITNESSETH:

WHEREAS, the Grantor developed the Mount Pleasant Corporate Center (the "Park") in the City of Scranton, Lackawanna County, Pennsylvania, recorded a Subdivision Plan with respect thereto in the Lackawanna County Recorder of Deeds office in Map Book 6AM at Page 6569 (the "Subdivision Map"), and recorded a Declaration of Protective Covenants, Restrictions and Conditions with respect thereto in the Lackawanna County as Instrument No. 200829230 (the "Park Declaration"); and

WHEREAS, the Grantor wishes to convey certain lands within the Park to the Grantee and the Grantee wishes to accept the conveyance thereof in accordance with the terms and conditions of this Deed,

NOW THEREFORE, for and in consideration of the sum of one Dollar (\$1.00), as well as for various other considerations affecting the public welfare which it seeks to advance, the Grantee by these presents does hereby grant, bargain, sell and convey unto the Grantor, its successors and assigns, the free

and uninterrupted use, liberty and privilege of, all that certain tract or parcel of land within the Park known as the Stormwater Detention Basin as shown on the Subdivision Map and as further described on Exhibit A to this Deed (the "Detention Basin").

It is understood and agreed that the said Grantee, its successors and assigns, by acceptance of this Deed, covenants and agrees to and with the Grantor, its successors and assigns, as part of the consideration hereof, that:

1. Grantee, its successors and assigns shall at its sole cost and expense:
 - (a) assume all costs for the maintenance, operation, repair, reconstruction and use of the Detention Area, and all storm water runoff management plans and systems in connection therewith or located therein; and
 - (b) comply with all applicable laws, regulations and standards in the exercise of its rights hereunder.
2. This conveyance does not include any right or easement, expressed or implied, in any remaining lands of the GRANTOR, its successors and assigns.
3. This conveyance is subject to the rights, easements, encumbrances, restrictions, covenants and rights-of-way as are found in the deeds forming the chain of title for the Park, and the rights of any parties in possession, including assigns and lessees.
4. No permanent structures shall be erected or constructed within the Detention Basin.

SUBJECT TO and in common with the rights, conditions and restrictions as are contained in the Park Declaration.

TO HAVE AND TO HOLD all and singular the privileges aforesaid unto the Grantee to and for only the proper use and behoof of the Grantee, its successors and assigns forever, as and for a Stormwater Detention Basin.

BEING a portion of the lands conveyed to the Scranton Lackawanna Industrial Building Company, the Grantor herein, by

Deed dated March 5, 2008, from Keystone Concrete Block & Supply Co., Inc., and recorded in the Lackawanna County Recorder of Deeds Office as Instrument Number 200805077.

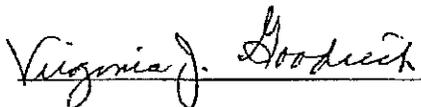
The acceptance of this Deed of Dedication by the City of Scranton was duly approved by Resolution No. 32 of 2011, and was duly adopted by the Council of the City of Scranton at a regularly scheduled and duly convened meeting held on the 10th day of May, 2011.

And the Grantor will warrant specially the property herein conveyed.

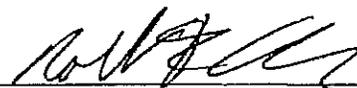
In Witness Whereof, the Grantor has caused this Deed of Dedication to be executed by its proper officers as of the day and year first above written, intending to be legally bound.

ATTEST:

SCRANTON LACKAWANNA INDUSTRIAL
BUILDING COMPANY



Title: Secretary

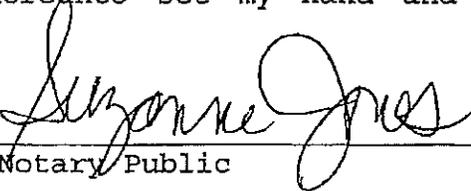
By: 

Title: Executive Vice President

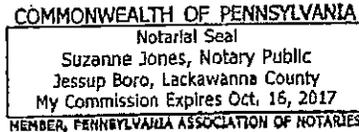
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF LACKAWANNA :

On this 28th day of June, 2017, before me, a Notary Public, personally appeared Robert F. Durkin, who acknowledged himself to be the Executive Vice President of SCRANTON-LACKAWANNA INDUSTRIAL BUILDING COMPANY, a not-for-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

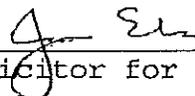
In Witness Whereof, I hereunto set my hand and official seal.



Notary Public



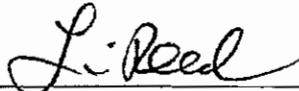
I hereby certify that the precise address of the Grantee is 340 North Washington Avenue, Scranton, Pennsylvania 18503.



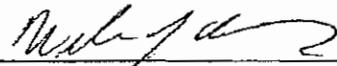
Solicitor for the City of Scranton

CITY OF SCRANTON

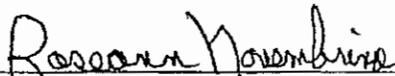
ATTEST:

BY: 
Lori Reed, City Clerk

Date: 8-14-2017

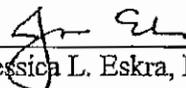
BY: 
William L. Courtright, Mayor

Date: 8-9-17

BY: 
Roseann Novembrino, City Controller

Date: 8-14-2017

APPROVED AS TO FORM:

BY: 
Jessica L. Eskra, Esq., City Solicitor

Date: 8-15-17

EXHIBIT A

All that certain lot, piece or parcel of land situated in the City of Scranton, County of Lackawanna, and Commonwealth of Pennsylvania more specifically bonded and described as follows:

BEGINNING at a point, on the Easterly corner of Lot 3 as shown on the "Mount Pleasant Corporate Center - Final Plan" recorded in Lackawanna County Recorder of Deeds Office in Map Book 6AM, Page 6569 on July 28, 2009 (the "Subdivision Plan"), said point being located on the Westerly right-of-way line of Mount Pleasant Drive and being North 10°38'28" East from the Easterly property corner of Lot 2;

THENCE along Lot 3 the following two (2) courses and distances:

1. North 79°00'22" West a distance of 35.47 feet to a point;
2. North 10°59'38" East a distance of 195.00 feet to a point;

THENCE continuing along Lot 3 and the proposed right-of-way of the aforementioned Mount Pleasant Drive South 79°00'22" East a distance of 38.75 feet to a point;

THENCE along the proposed right-of-way of said Drive South 10°59'38" West a distance of 195.00 feet to a point;

THENCE continuing along said right-of-way North 79°00'22" West a distance of 3.28 feet to a point, which is the point of BEGINNING.

CONTAINING having an area of 7,557.2 square feet, 0.17 acres.

BEING Part of Tax Identification Number: 145.15-020-00101.

P.O. LACKAWANNA COUNTY
Certified Property Identification
MUNI: 34

SEP 06 2017
PIN: 14515-020-00101
USE: 9800 ASSESS VAL 107,850
CLERK Gm 10.00

PENNSYLVANIA
DEPARTMENT OF REVENUE
Bureau of Individual Taxes
PO BOX 280603
Harrisburg, PA 17128-0603

**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See Reverse for Instructions

Recorder's Use Only	
State Tax Paid	
Book Number	
Page Number	
Date Recorded	

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Kreder Brooks Hailstone, LLP, Richard G. Reed, Esq.,		Telephone Number: (570) 346-7922	
Street Address 220 Penn Avenue, Suite 200	City Scranton	State PA	Zip Code 18503

B. TRANSFER DATA

Date of Acceptance of Document September 6, 2017			
Grantor(s)/Lessor(s): Scranton Lackawanna Industrial Building Company (SLIBCO)	Telephone Number: (570) 342-7711	Grantee(s)/Lessee(s): The City of Scranton	Telephone Number: (570) 348-4100
Mailing Address 222 Mulberry Street		Mailing Address 340 North Washington Ave. Telephone Number:	
City Scranton	State PA	Zip Code 18503	City Scranton
			State PA
			Zip Code 18503

D. REAL ESTATE LOCATION

Street Address West Linden Street		City, Township, Borough: Scranton	
County Lackawanna	School District Scranton School District	Tax Parcel #145,15-020-00101	
Was transaction part of an assignment or relocation? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			
1. Actual Cash Consideration \$1.00	2. Other Consideration + None	3. Total Consideration = \$ 1.00	
4. County Assessed Value \$107,850.00	5. Common Level Ratio Factor 6.67	6. Computed Value \$ 719,359.50	

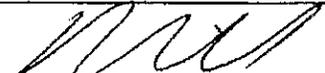
F. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed 100%	1b. Percentage of Grantor's Interest in Real Estate 100%	1c. Percentage of Grantor's Interest Conveyed 100%
--------------------------------------	--	--

2. Check Appropriate Box Below for Exemption Claimed.

- Will or Intestate succession _____
(Name of Decedent) _____ (Estate File Number) _____
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of Transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of Mortgage and note/Assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) _____

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party Kreder Brooks Hailstone, LLP Richard G. Reed, Esq. 	Date September 6, 2017
--	------------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



DEPARTMENT OF LAW

P E N N S Y L V A N I A

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

July 10, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

JUL 10 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE GRANTING A TEMPORARY CONSTRUCTION AND PERMANENT MAINTENANCE EASEMENT AGREEMENT ON PROPERTY OWNED BY THE CITY OF SCRANTON TO SCRANTON LACKAWANNA INDUSTRIAL BULIDING COMPANY FOR THE INSTALLATION OF SIDEWALKS AT THE MOUNT PLEASANT CORPORATE CENTER ALONG MOUNT PLEASANT DRIVE AS MORE FULLY DESCRIBED IN EXHIBIT "A".

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GRANT AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON (HEREINAFTER REFERRED TO AS THE "CITY" AND/OR "GRANTOR") AND SCRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY, (HEREINAFTER REFERRED TO AS THE "GRANTEE/SUB-RECIPIENT") IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR THE INSTALLATION OF SIDEWALKS AT THE MOUNT PLEASANT CORPORATE CENTER LOCATED ALONG MOUNT PLEASANT DRIVE.

WHEREAS, the Grantor will provide a grant in the amount of Fifty Thousand Dollars (\$50,000.00) to the Grantee/Sub-recipient with no matching requirements for the installation of sidewalks within the Mount Pleasant Corporate Center, (hereinafter called, "The Project"); and

WHEREAS, the City and Scranton Lackawanna Industrial Building Company desire to enter into this Grant Agreement for the installation of sidewalks at the Mount Pleasant Corporate Center along Mount Pleasant Drive, per the terms and conditions as stated therein, a copy of which is attached hereto marked as Exhibit "A" and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON the Mayor and other appropriate City officials are the execute and enter into a Grant Agreement by and between the City of Scranton and Scranton Lackawanna Industrial Building Company in the amount of Fifty Thousand Dollars (\$50,000.00) for the installation of sidewalks at the Mount Pleasant Corporate Center located along Mount Pleasant Drive.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable without the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

GRANT AGREEMENT BETWEEN
SCANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY
AND
THE CITY OF SCRANTON

This Grant Agreement (hereinafter referred to as the "Agreement"), entered into as of the _____ day of _____, 2018, by and between the **CITY OF SCRANTON**, located at Municipal Building, 340 North Washington Avenue, Scranton, PA 18503 (hereinafter referred to as the "CITY" and/or "Grantor") and SCANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY, located at **222 Mulberry Street, Scranton, PA 18503** (hereinafter referred to as the "Grantee/Sub-recipient")

WHEREAS, the Grantor will provide a grant for Fifty Thousand Dollars (\$50,000.00) (the "Grant") with no matching requirements for the installation of sidewalks at the Mount Pleasant Corporate Center located along Mount Pleasant Drive, Scranton, PA 18503.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. INCORPORATION OF RECITALS AND EXHIBITS.

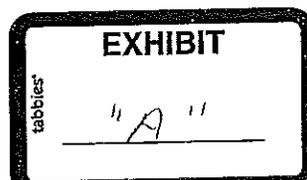
The foregoing recitals and all exhibits, if any, attached to this Agreement are incorporated by reference into and made a part of this Agreement.

II. SCOPE OF SERVICES

ACTIVITIES

Provide funds to Grantee/Sub-recipient for installation of sidewalks within the Mount Pleasant Corporate Center, hereinafter called, "The Project."

The Grantee/Sub-recipient will be responsible for installation of the sidewalks in a manner reasonably satisfactory to the Grantor and consistent with any and all standards required as a condition of providing these funds. Sidewalks will be required to be handicapped accessible and comply with Chapter 11 of the 2012 International Building Code and Section 117.1 of the 2009 American National Standards Institute. Plans, once completed, two (2) hard copies and one (1) digital copy should be submitted to the Licensing, Inspections, and Permits Department, to be stamped and signed. Compliance with all federal, state, and local rules applicable to the Project is required.



III. TIME OF PERFORMANCE

Services of the Grantee/Sub-recipient shall start on the _____ **day of** _____, **2018** and end on the _____ **day of** _____ **of 2018**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period necessary to complete the Project.

IV. BUDGET

The Grantee/Sub-recipient agrees to have procedures in place to monitor obligations and expenditures under the Grant. In order to compose and control expenditures to the grant, the Grantee/Sub-recipient must:

- A. Maintain in its accounting records the amounts budgeted for eligible activities;
- B. Include unexpended/unobligated balances for budgeted categories as well as obligations and expenditures; and
- C. Periodically compare actual obligations and expenditures to date against planned obligations and expenditures, and against projected accomplishments for such outlays.

In addition, the Grantor may require a more detailed budget breakdown than the one attached hereto, and the Grantee/Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantor.

V. GRANT AWARD

It is expressly agreed and understood that the total amount to be paid by the Grantor under the Grant shall not exceed **\$50,000.00**.

VI. GRANT REQUIREMENTS

- A. Prevailing Wage should apply to this project.
- B. Follow any and all City of Scranton public bidding procedures.
- C. Execute a Temporary Construction and Permanent Easement Agreement with the City of Scranton.

VII. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications

under this Agreement shall be addressed to the City Business Administrator, unless otherwise modified by subsequent written notice.

VIII. INSURANCE

The Grantee/Sub-recipient shall secure and maintain in full force and effect during the term of this Agreement, insurance coverage in amounts and types reasonably acceptable to City of Scranton and appropriate to the conduct of Grantee/Sub-recipient's performance of work and services hereunder. Such insurance shall cover public claims for damages and for personal injury, including accidental death as well as from or caused by any operation or matter related to this Agreement, whether such operations be by Grantee/Sub-recipient or by anyone directly or indirectly employed by the Grantee/Sub-recipient. Said insurance shall also cover as additional insured the indemnity liability of City of Scranton, as their interests may appear.

Workers' Compensation	Statutory
Employer's Liability	\$500,000
Professional Liability	\$1,000,000 each occurrence \$1,000,000 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

A. CERTIFICATES OF INSURANCE

Upon request by the City of Scranton, certificates evidencing such insurance shall be provided by the Grantee/Sub-recipient to the City of Scranton. Such 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-insurance retentions (which shall be for the account of Subrecipient);

(c) A statement indicating that the City of Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect the interests of the City of Scranton or such notice as otherwise required under the policy;

(d) A statement confirming that the City of Scranton have been named an additional insured (except for Worker's Compensation) on all policies; and

(e) A statement confirming that the City of Scranton its agents and employees have been provided a waiver of any rights or subrogation, which Subrecipient may have against them.

B. BONDING

Grantee/Sub-Recipient further agrees that any contractors or subcontractors shall carry sufficient bonds and insurance to carry out the objectives of the Project. Grantor reserves the right to review these coverages and determine if they are appropriate. Any Contractors/Subcontractors shall indemnify and hold harmless the City of Scranton for any accident, injury, damage to property or any claim whatsoever in connection with the project.

IX. SUSPENSION OR TERMINATION

Suspension or termination may occur if Grantee/Sub-recipient materially fails to comply with any term of the Grant and the Grant may be terminated for convenience.

Either party may terminate this Agreement at any time with cause or upon breach by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 2.A above may only be undertaken with the prior approval of Grantor. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Grantee/Sub-recipient under this Agreement shall, at the option of Grantor, become the property of Grantor, and

Grantee/Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Grantor may also suspend or terminate this Agreement, in whole or in part, if Grantee/Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and applicable to the Project; and Grantor may declare Grantee/Sub-recipient ineligible for any further participation in Grantor's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Grantee/Sub-recipient is in noncompliance with any rules or regulations applicable to the Project, Grantor may withhold up to twenty (20%) percent of said Grant Funds until such time as Grantee/Sub-Recipient is found to be in compliance by Grantor, or is otherwise adjudicated to be in compliance.

X. GENERAL COMPLIANCE

A. CIVIL RIGHTS

1. Compliance

Grantee/Sub-recipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

Grantee/Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Grantee/Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting

forth the provisions of this nondiscrimination clause. This is referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.60 1 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Grantee/Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale lease or rental, or in the use of occupancy of such land, or in any improvements erected or to be erected thereon, providing that Grantee and the United States are beneficiaries of and entitled to enforce such covenants. Grantee/Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

Grantee/Sub-recipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any federally assisted program. Grantor shall provide Grantee/Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Access to Records

Grantee/Sub-recipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by Grantor or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

B. EMPLOYMENT RESTRICTIONS

1. Prohibited Activity

Grantee/Sub-recipient is prohibited from using Grant Funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

Grantee/Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement, Grantee/Sub-recipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Grantor for review upon request. Grantee/Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of two thousand (\$2,000.00) dollars for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Grantee/Sub-recipient of its obligation, if any, to require payment of the higher wage Grantee/Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

C. CONDUCT

1. Assignability

Grantee/Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due to Grantee/Sub-recipient

from Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly by Grantee/Sub-recipient.

2. Subcontracts

a. Approvals

Grantee/Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of Grantor.

b. Use of Debarred and/or Suspended Contractors

Funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor, subcontractor, Grantee/Sub-recipient, business, consultant or any entity during any period of debarment, suspension, or placement in ineligibility status.

c. Monitoring

Grantee/Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

d. Content

Grantee/Sub-recipient shall cause all of the provisions of this Agreement in their entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

3. Hatch Act

Grantee/Sub-recipient agrees that no Grant Funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. NO WAIVER

Failure on the part of the CITY to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or enforcement thereof at any time or times thereafter.

XIII. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto their respective successors and assigns.

XIV. DURATION OF THE AGREEMENT

The Agreement period shall commence upon the execution of this agreement and shall remain in effect for the period described below or until all Agreement provisions have been satisfied as determined by the CITY (whichever is longer), unless terminated prior thereto in accordance with the provisions of this Agreement.

Services of the Subrecipient shall start on the ____ **day of _____, 2018 and end on the ____ day of _____ of 2018.** The term of this Agreement and the provisions herein shall be extended to cover any additional time period to complete the sidewalk project.

XV. CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of the Commonwealth of Pennsylvania. The parties agree that the proper forum for litigation arising out of this is in County of Lackawanna, Pennsylvania.

XVI. COUNTERPARTS

This Agreement may be executed in seven (7) counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

XVII. HEADINGS

Any titles of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

XVIII. ENTIRE AGREEMENT

This Agreement, including any exhibits and schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes and cancels all previous agreements among the parties, written and oral in respect of the subject matter hereof. In the event of any inconsistency between this Agreement and any attachment or exhibit hereto, the terms of this Agreement shall govern.

XIV. JURISDICTION AND GOVERNING LAW

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.

Communication and details concerning this contract shall be directed to the following contract representatives:

GRANTOR

City of Scranton
340 North Washington Avenue
Scranton, PA 18503
Attn: David Bulzoni, B.A.

GRANTEE/SUBRECIPIENT

Scranton Lackawanna Industrial
Building Company
222 Mulberry Street
Scranton, PA 18503
Attn: Andrew C. Skrip

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

CITY OF SCRANTON

ATTESTED:

BY: _____
City Clerk, City of Scranton

Date

BY: _____
Mayor, City of Scranton

Date

BY: _____
Controller, City of Scranton

Date

APPROVED AS TO FORM:

BY: _____
City Solicitor, City of Scranton

Date

SCRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY

ATTEST:

BY _____
Secretary

BY _____
Executive Vice President



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

RECEIVED

JUL 10 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

July 10, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GRANT AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON (HEREINAFTER REFERRED TO AS THE "CITY" AND/OR "GRANTOR") AND SCRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY, (HEREINAFTER REFERRED TO AS THE "GRANTEE/SUB-RECIPIENT") IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR THE INSTALLATION OF SIDEWALKS AT THE MOUNT PLEASANT CORPORATE CENTER LOCATED ALONG MOUNT PLEASANT DRIVE.

Respectfully,

Jessica Eskra (s)
Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229634 ENTITLED "POLICE GRANTS" FOR RECEIVING FUNDS FROM MULTIPLE SHORT TERM OR PASS THROUGH POLICE GRANT SOURCES THAT REQUIRE FUND ACCOUNTS SEPARATE FROM THE GENERAL FUND.

WHEREAS, this Special City Account is being established for receiving grant funds from multiple short term or pass through Police Grant sources that require funds accounts separate from the General Fund. This collective fund will facilitate the auditing process.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02.229634 is hereby established and that any and all appropriate City officials are authorized to execute any and all documents necessary to set up said account.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.



DEPARTMENT OF BUSINESS ADMINISTRATION

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4118 • FAX: 570-348-4225

June 20, 2018

Jessica Eskra, Esq.
City Solicitor
Municipal Building
Scranton, PA 18503



Dear Attorney Eskra:

Please prepare an Ordinance for Scranton City Council creating a new special city account for the purpose of receiving funds from multiple short term or pass through police grant sources that require fund accounts separate from the general fund. This collective fund will facilitate the auditing process.

02.229634
Police Grants

If you should have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

Dave Bulzoni
Business Administrator

DMB:nmk

Cc: Roseann Novembrino, City Controller
Wayne Beck, City Treasurer
Lori Reed, City Clerk
Andy Marichak, Financial Analyst
Adam Joyce, Senior Accountant
Rebecca McMullen, Financial Manager



DEPARTMENT OF LAW

P E N N S Y L V A N I A

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

RECEIVED

JUN 25 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

June 25, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CREATING AND ESTABLISHING
SPECIAL CITY ACCOUNT NO. 02.229634 ENTITLED "POLICE GRANTS" FOR
RECEIVING FUNDS FROM MULTIPLE SHORT TERM OR PASS THROUGH
POLICE GRANT SOURCES THAT REQUIRE FUND ACCOUNTS SEPARATE
FROM THE GENERAL FUND.

Respectfully,

Jessica Eskra (s)
Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH ABRAHAMSEN, CONABOY & ABRAHAMSEN, P.C. FOR SPECIAL LABOR COUNSEL LEGAL SERVICES FOR THE CITY OF SCRANTON.

WHEREAS, a request for qualifications was advertised for Special Labor Counsel Legal Services for the City of Scranton, two (2) proposals were submitted for review; and

WHEREAS, after review of the qualifications submitted, it was determined that it would be in the best interest of the City to award the contract to Abrahamsen, Conaboy & Abrahamsen, P.C. for the reasons provided in the attached Memorandum from the City Solicitor.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Professional Services Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Abrahamsen, Conaboy & Abrahamsen, P.C. for Special Labor Counsel Legal Services for the City of Scranton.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

CONTRACT

This contract entered into this ____ day of _____ 2018 effective by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

ABRAHAMSEN, CONABOY & ABRAHAMSEN, P.C.
1016 PITTSTON AVENUE
SCRANTON, PA 18505
PHONE NO. (570) 348-0200

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 Special Labor Counsel Legal Services for the City of Scranton. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

SPECIAL LABOR COUNSEL LEGAL SERVICES
FOR THE CITY OF SCRANTON
PER THE ATTACHED BID PROPOSAL AND
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 Abrahamsen, Conaboy & Abrahamsen, P.C. dated June 12, 2018 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:

Table with 2 columns: TYPE OF INSURANCE and LIMITS OF LIABILITY. Rows include Workers' Compensation, Employer's Liability, Professional Liability, Comprehensive General Liability (including Blanket Contractual Liability Insurance), Bodily Injury, Property Damage, Personal Injury, Comprehensive Automobile Liability, Bodily Injury, and Property Damage.

- (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 attorneys 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:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

CITY SOLICITOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

ABRAHAMSEN, CONABOY & ABRAHAMSEN,
P.C.

BY:

TITLE: _____

DATE: _____



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

MEMORANDUM

TO: William Courtright, Mayor
David Bulzoni, Business Administrator
Danielle Kennedy, Human Resources Director

FROM: Jessica Eskra, Esquire *JE*
City Solicitor/Deputy Mayor

DATE: June 26, 2018

RE: City of Scranton – Special Labor Counsel

The City of Scranton received two (2) proposals for Special Labor Counsel Legal Services. As noted in the Request for Qualifications, the City is seeking these services for legal representation by a firm for labor related matter, to include grievances and arbitration, as well as collective bargaining.

The Request for Qualifications sought experience in municipal law, Act 111, grievances and arbitrations, appellate court practice, and the Municipalities Financial Recovery Act. Both firms have extensive experience with the above. They both have over 70 years of combined experience in municipal labor experience. Both have represented municipal entities subject to the requirements of Act 47. Abrahamsen, Conaboy, and Abrahamsen have 7 attorneys on hand, with a support staff of seven assistants, paralegals, etc. Maiello, Brungo, and Maiello have 3 attorneys to dedicate to the City of Scranton; their support staff are not outlined.

The Request for Qualifications also sought knowledge and experience with the unique culture of the City of Scranton's labor unions. Abrahamsen, Conaboy, and Abrahamsen has fourteen (14) years of combined experience with Scranton's labor unions, to include from 1992 through 2002, and from 2014 to present. They have negotiated six (6) collective bargaining agreements on behalf of the City, handled numerous grievances and arbitrations, and also participated in negotiating the recent back pay award to police and fire unions. In the recent past, the relationship between the City administration and the unions was quite tenuous and strained, but has improved significantly; this progress is in part attributable to Abrahamsen, Conaboy, and Abrahamsen's ability to engage in fair and reasonable negotiations and dispute resolution. Maiello, Brungo, and Maiello referenced no knowledge of or experience with the labor unions of the City of Scranton.

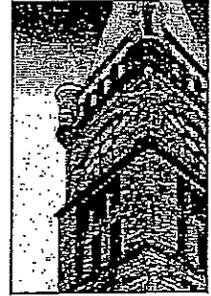
The Request for Qualifications also sought fee pricing in the form of an hourly billable rate plus costs. Abrahamsen, Conaboy, and Abrahamsen's fees cited were \$150 per hour for attorneys, and \$0 for support staff. There are no charges for costs or travel. Maiello, Brungo, and Maiello's fees cited were \$245 per hour for partners, \$195 per hour for associates, and \$95 per hour for paralegals. They also would charge \$50 for each hour of travel time. (Travel time from their headquarters to the City of Scranton one way is approximately 4 hours and 40 minutes, which would equate to over \$200 per trip.)

As indicated above, Abrahamsen, Conaboy, and Abrahamsen have the requisite experience and training in labor law, as well as knowledge and experience with the unique culture and history of Scranton's labor relations, to serve as labor counsel for the City of Scranton, and will do so at a far more competitive rate.

Based upon the foregoing, it is the recommendation of the City Solicitor that the proposal submitted by Abrahamsen, Conaboy, and Abrahamsen be approved and a contract be executed memorializing the same.

Department of Business Administration

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



SCRANTON

June 13, 2018

Mrs. Jessica Eskra
City Solicitor
Municipal Building
Scranton, Pa. 18503

Dear Mr. Shrive

This is to inform you the R.F.Q. Proposals were opened Wednesday, June 13, 2018 in Council Chambers for **Legal Services-Special Labor Counsel for the City of Scranton**. Attached are the copies of the proposals submitted by the following companies:

**Abrahamsen, Conaboy, & Abrahamsen
Maiello, Brungo, Mainello, LLP**

After your review of the proposals, please inform the Law Office of your decision so they may call for a contract or reject said bid.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

Encls.

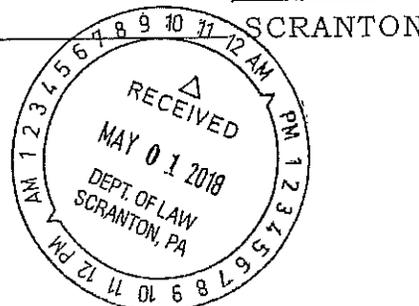
CC: Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
✓Mrs. Jessica Eskra, City Solicitor
File

Department of Business Administration

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



May 1, 2018



Jessica Eskra, Esquire
City Solicitor
Municipal Building
Scranton Pa, 18503

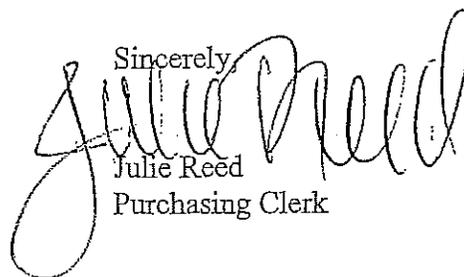
Dear Attorney Eskra,

This is to inform you that proposals will be opened in Council Chambers on Wednesday June 13, 2018 at 10:00 A.M. for the following

City of Scranton
Legal Services
Special Labor Counsel

Attached, please find an Invitation to Bidders, and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed
Purchasing Clerk

CC: Mayor William Courtright
Mrs. Roseann Novembrino, City Controller
Mrs. Rebecca McMullen, Financial Manager
Mrs. Lori Reed, City Clerk
File

REQUEST FOR QUALIFICATIONS

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 am Wednesday, June 13, 2018 at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON LEGAL SERVICES SPECIAL LABOR COUNSEL

All proposals shall be in accordance with the provisions of the Request for Qualifications (RFQ) which is now available and can be picked up at the Office of the Bureau of Purchasing, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503.

Sealed envelopes containing the proposals will be received and identified by "Proposal – RFQ City of Scranton – Special Labor Counsel". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require Six (6) copies of this proposal as noted in this Request for Qualifications.

All sealed proposals must be submitted for the following scope of services: Provision of all labor and employment legal services for the City of Scranton.

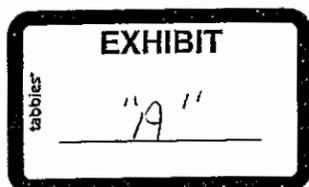
1. The applicant must have fifteen (15) years of demonstrated expertise in all facets of labor and employment law, with demonstrated experience in municipal law, Act 111, grievances and interest arbitration, experience in appellate court practice, knowledge of the workings and function of local and state government. In addition, the applicant must demonstrate specific experience with the Municipalities Financial Recovery Act. Strong preference will be given to those applicants who have experience and understanding of the unique culture of the City of Scranton's labor unions. The applicant must have sufficient qualified legal, administrative and clerical support staff to provide legal services to the City of Scranton. All applicants must identify all attorneys working with the firm and their relative experience; identify all support staff, both administrative and clerical, as well as their relative experience. The applicant must provide a statement of its in-house technology including its current operating system, ability to perform on-line legal research and all other technology the applicant believes can be utilized in a cost efficient manner for services to the City of Scranton. Each applicant shall provide a fee schedule of the professional and support staff to be utilized in the execution of this contract. The fee schedule shall include the identity of the professional, that professional's hourly rate as well as the hourly rate for all other administrative and/or support staff that may perform services in conjunction with the contract.

2. Each applicant must also provide his/her current mailing address, location of all offices, email addresses and the phone and fax numbers as part of the proposal. The proposal must likewise identify an individual to be listed as a contact person in the event questions arise concerning the proposal.

THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART OF A PROPOSAL IN CONNECTION WITH THE PROJECT.

If you have any questions, please contact Jessica Eskra, Esquire, Deputy Mayor/City Solicitor as noted in the Request for Proposal.

Jessica Eskra, Esquire Deputy Mayor/City Solicitor.



GENERAL INFORMATION

A. PURPOSE

This Request for Qualifications (RFQ) provides interested parties with sufficient information to prepare and submit proposals for consideration by the City of Scranton for legal services for special labor counsel.

B. ISSUING OFFICE

1. This Request for Qualifications is issued for the City of Scranton Law Department. The issuing department is the sole point of contact for questions pertaining to this Request for Qualifications.

The sealed proposals must be submitted not later than 10:00 a.m. Wednesday, June 13, 2018. to:

City of Scranton
Office of the City Controller
2nd Floor
340 North Washington Avenue
Scranton, PA 18503

2. Six (6) copies of the Proposal shall be received in a sealed envelope and must be marked prominently on the outside:

“PROPOSAL – RFQ CITY OF SCRANTON – SPECIAL LABOR COUNSEL”.

3. Proposals must be mailed or hand delivered. No faxed or e-mailed proposals will be accepted.

4. Proposals will be handled confidentially by the City during the pre-award process.

5. The proposal shall be binding for a period of ninety (90) days from the due date for submission.

6. The City of Scranton will not be responsible for any expenses incurred by a proposer in connection with this procurement.

C. SCOPE OF SERVICES

The City of Scranton is seeking legal representation by a litigation firm with experience in municipal law, Act 111, grievances and interest arbitration, experience in appellate court practice, and knowledge of the workings and function of local and state government. In addition, the applicant must demonstrate specific experience with the Municipalities Financial Recovery Act. The applicant must have sufficient qualified legal, administrative and clerical support staff to provide legal services to the City of Scranton. Strong preference will be given to those applicants who have experience and understanding of the unique culture of the City of Scranton's labor unions.

1. QUESTIONS

Any questions regarding this Request for Qualifications should be directed to the Law Department via email only to:

Jessica Eskra, Esquire
Deputy Mayor/City Solicitor
City of Scranton

340 North Washington Avenue
Scranton, PA 18503
Phone 570-348-4105
Email: jeskra@scrantonpa.gov

All questions must be received by 2:00 p.m. exactly one (1) week prior to the due date of submissions. Inquiries received after 2:00 p.m. will not receive responses.

No telephone calls with questions will be taken.

2. ADDENDA

To ensure consistent interpretation of certain items, answers to questions the City deems to be in the interest of all will be made available to all respondents.

Responses to questions will be issued in the form of an Addendum to the Request for Qualifications.

3. PUBLIC OPENING

Sealed Proposals will be opened publicly at the date and time provided above.

II. GENERAL CONDITIONS

A. No verbal information to bidders will be binding on the City. The written requirements will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the Request for Qualifications will be made in the form of a written communication emailed to all prospective proposers. The communications shall then be considered to be part of the Request for Qualifications.

B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the request.

C. The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. Proposals may be rejected and negotiations terminated by the City. The award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

D. The award will be made to that responsive and responsible proposer whose proposal, conforming to requirements of the request, will be most advantageous to the City, price and other factors considered. The award may or may not be made to the firm with the lowest cost.

E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the Request for Qualifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.

F. After notice from the City, the selected proposer will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.

G. Proposals must be in typewritten form. Unsigned proposals will not be accepted. Proposers are expected to examine the content of the request and respond accordingly. Failure to do so will be at the Proposer's risk.

H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City.

I. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the bid opening date and may be extended at the agreement of both parties.

J. AUTHORITY

The City Solicitor, as the designee of the Mayor, has the sole responsibility to respond to inquiries regarding the Request for Qualifications.

K. COMPLIANCE WITH LAWS

The attorney selected for representation shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the performance of the contract.

L. CONTRACTOR COMPLIANCE

If applicable, each respondent is required to be in compliance with the City of Scranton local tax requirements.

M. CONTRACT TERMINATION

A contract may be canceled by the City by giving the respondent written notice of intent to cancel.

N. CONTROLLING LAW

This Request for Qualifications is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

O. PROPOSAL INSURANCE REQUIREMENTS

Certificate of Insurance. A certificate of insurance of the prospective bidder's insurance coverage is required by the City of Scranton. The City requires the successful bidder to carry Professional Liability insurance at a minimum of \$1,000,000 occurrence/aggregate. All insurance coverage must be kept in effect during the contract period. The loss of insurance coverage could result in voiding the contract.

P. BIDDER'S ETHICS AND COLLUSION

Collusive Bidding: Any firm that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different proposer, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified.

from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any firm that attempts to influence a City official to award this contract to such proposer's firm by promising to provide or by providing to such City official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any firm that knows of any City official having a material direct or indirect financial interest in such proposer's firm shall be required to submit a written statement, along with the Form of Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the firm's disqualification from further consideration of award of this contract.

Q. INDEMNIFICATION

1. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

R. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 ET. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law. The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a bidder or proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or proposers economic capability.

S. TRANSFERS AND ASSIGNMENTS

1. Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.
2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the respondent, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

III. PROBLEM STATEMENT

The Request for Qualifications format for professional services enables the City to thoroughly evaluate the conditions for selection such as prior class action legal experience with sufficient flexibility in awarding the contract.

A. REJECTION OF PROPOSALS

The City of Scranton reserves the right to reject any and all proposals received resulting from this request and to negotiate with those respondents deemed finalists.

B. INCURRING COSTS

The City of Scranton will not be liable for costs incurred by the selected proposer prior to the issuance of a contract.

C. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held.

D. REFERENCES

As a requirement for consideration, proposals must include at least two (2) references, including contact information, who can attest to the attributes of the proposer. Experience in class actions and/or litigation relating to opioids will be given greater consideration in the evaluation of the proposals.

IV. CRITERIA FOR SELECTION

A. EVALUATION PROTOCOL

All proposals received by the City of Scranton will be reviewed by the City Law Department. The Law Department will review the merits of content and select the proposal which most closely meets the requirements of the Request for Proposal. The final selection may not be the lowest cost proposal but that which most closely meets the requirements of the City.

B. SELECTION BASED ON QUALIFICATIONS

The proposal selected by the City Law Department will be deemed to respond most favorably to the requirements of the Request.

V. PROPOSAL REQUIREMENTS

Proposals must meet the identified criteria and format. Consideration will be based on compliance with those requirements. All other information considered relevant by the proposer will be included as addenda information to the proposal.

A. STATEMENT OF SERVICES RENDERED

The proposer will identify the scope of services provided to represent the municipality in labor matters.

B. MANAGEMENT SUMMARY

Provide a narrative description of the proposed effort and a list of services delivered by the proposer.

C. EXPERIENCE

Include examples of experience as a legal representative in any labor matters. The documentation of experience should include primary and secondary legal representation, if applicable, and any pertinent

experience of the support staff. References related to prior activities should be listed in the addenda section, including contact information.

D. PERSONNEL

Include the names of executive and professional personnel who will be assigned to the activities of the City of Scranton, including attorneys and support staff. Resumes for those assigned directly to the activities of the City may be included in the addenda section.

E. COST AND PRICE PROPOSAL

Fees should be solely in the form of a billable hourly rate plus costs. Varying billable rates between partners, associates, and support staff should be provided, along with all reimbursable costs to be billed.

F. RELATIONSHIPS

The proposal must identify any relationships of the firm and its principals and assigned employees with any official of the City of Scranton.

G. AFFIDAVITS

The following affidavits are required by the City of Scranton:

- Affirmative Action Certificate
- Certificate of Non-Segregated Facilities
- Non-Collusion Affidavit
- Act 44 Disclosure Form Affidavit

H. CONTRACT

The party selected for legal services will execute the City of Scranton's standard professional services contract.

I. INSURANCE COVERAGE

All proposals submitted to the City of Scranton shall include the following:

- Certificate of Insurance. A certificate of insurance of the prospective bidder's insurance coverage is required by the City of Scranton. The City requires the successful bidder to carry Professional Liability insurance at a minimum of \$1,000,000 occurrence/aggregate. All insurance coverage must be kept in effect during the contract period. The loss of insurance coverage could result in voiding the contract. The loss of insurance coverages could result in contract termination;
- A statement of assurance attesting that the prospective proposer is not currently in violation of any regulatory rules and regulations that may impact its operations;
- A statement that the prospective proposer is not involved in any current litigation against the City of Scranton.

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 received 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 D. 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_____

Attachment E. Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of 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, 2011, 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, 2011, 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, 2011 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, 2011, has the contractor 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, 2011, has the Contractor 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. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.

9. 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.

10. 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 _____
for _____, and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form 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: _____

PROPOSAL FOR LEGAL SERVICES:
SPECIAL LABOR COUNSEL FOR THE CITY OF SCRANTON

Please allow this document to serve as Abrahamsen, Conaboy & Abrahamsen, P.C.'s sealed proposal for the position of Special Labor Counsel for the City of Scranton:

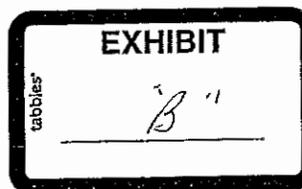
A. CONTACT INFORMATION:

Edwin A. Abrahamsen, Esquire is the managing partner of the law firm Abrahamsen, Conaboy & Abrahamsen, P.C. (Hereinafter referred to as "ACA"). There are presently five attorneys who comprise ACA. ACA has a principal office located at 1006 Pittston Avenue, Scranton, PA 18505. ACA also has offices throughout northeast Pennsylvania located in Milford, Stroudsburg, Mt. Pocono, Lords Valley and Tunkhannock. Attorney Abrahamsen can be reached at 570-348-0200, via facsimile at 570-348-0273 and via email at nabrahamsen@law-aca.com. In the event that Attorney Abrahamsen is unavailable to answer questions regarding this proposal, Kim Kloniecke, Attorney Abrahamsen's Office Manager/Bookkeeper, can answer any questions that may arise concerning this proposal.

B. ABRAHAMSEN, CONABOY & ABRAHAMSEN, P.C. ATTORNEYS' EXPERTISE:

1. EDWIN A. ABRAHAMSEN:

Edwin A. Abrahamsen has extensive legal experience for over forty (40) years representing municipal corporations and local government agencies with their labor matters. Attorney Abrahamsen served as Special Labor Counsel for the City of Scranton from 1992 through 2002 and from February, 2014, to the present. In this capacity, he represented the City's interests in grievance and interest arbitrations, contract negotiations and proceedings before the Pennsylvania Labor Relations Board and court proceedings with the various unions that represent the City of Scranton



employees.

Attorney Abrahamsen has also served as the Solicitor for the Scranton Sewer Authority (1978-1980), the Scranton School Building Authority (1980-1994), the Scranton School District (1980-1994), the Old Forge School District (1989-1991), the Lackawanna Career Technology Center (2013-February 2014), Shohola Township (2001-2010) and Blakely Borough (1978-present). In the above-capacities, Attorney Abrahamsen has represented the aforementioned agencies and municipal corporations in all facets of labor law, including the areas for the City of Scranton as listed previously, and in appellate court practice and the general function of municipal government.

Attorney Abrahamsen is very familiar with Act 47, the Municipalities Financial Recoveries Act, 53 P.S. §11701.101, et seq. since its enactment in 1987. Attorney Abrahamsen was counsel for the City of Scranton at the time it entered distressed status. Attorney Abrahamsen worked with the various unions under the terms of Act 47 during his tenure as Special Labor Counsel for the City of Scranton. Additionally, Attorney Abrahamsen is familiar with the Pennsylvania Supreme Court's ruling in City of Scranton v. Firefighters Local Union No. 60, et al., 29 A.3d 773 (Pa. 2011). Attorney Abrahamsen actively participated in the formulation of the Recovery Plan in the area of labor relations. During the last four (4) years, he has helped formulate parts of the current Recovery Plan and had regular contact with PEL regarding labor matters.

In addition to his experience representing municipal corporations and government agencies, Attorney Abrahamsen maintains an active private practice focusing on workers' compensation, as well as, complex commercial and civil litigation. Attorney Abrahamsen is Board Certified as a Civil Trial Advocate by the National Board of Trial Advocacy and has been recognized as one of the top 100 Trial Lawyers in the United States by the National Board of Trial Lawyers. He has also been

selected as a Super Lawyer by Philadelphia Magazine.

The legal representation of the City of Scranton will be handled primarily by Attorney Abrahamsen.

2. JAMES J. CONABOY:

Attorney James J. Conaboy has a reputation of being a very strong and aggressive civil litigator. He has earned this reputation from over twenty-one (21) years of courtroom experience including obtaining one of the largest jury awards in Wyoming County. He has negotiated hundreds of cases to a profitable conclusion for his clients. Additionally, Attorney Conaboy has argued many cases before appellate courts and has obtained precedential decisions in favor of his clients. Attorney Conaboy also serves as the Solicitor for Blakely Borough. In this capacity, he has participated in the negotiation of contracts with Blakely Borough Police and non-uniform union members.

Attorney Conaboy is Board Certified as a Civil Trial Advocate by the National Board of Trial Advocacy. He has been recognized as one of the top 100 Trial Lawyers in the United States by the National Board of Trial Lawyers. He has also been selected as a Super Lawyer by Philadelphia Magazine.

3. EDWIN A. ABRAHAMSEN, JR.

Attorney Edwin A. Abrahamsen, Jr. has earned extensive litigation experience in his fourteen years of practice. Attorney Abrahamsen has tried multiple cases to their conclusion and has secured jury verdicts in favor of his clients. Attorney Abrahamsen has negotiated the amicable resolution of hundreds of claims for his clients. Edwin Abrahamsen Jr. also serves as the Solicitor for Blakely Borough. In this capacity, he participated in the negotiation with Attorney Conaboy, on behalf of Blakely Borough and secured a contract with Blakely Borough Police and non-uniformed union

members. He has been selected as a Rising Star by Philadelphia Magazine.

4. KEVIN CONABOY

Attorney Conaboy has extensive experience in civil litigation. He previously has represented U-Haul as assistant general counsel. He has negotiated multi-million dollar settlements to resolve complex civil actions. He has further tried multiple cases to conclusion and has obtained favorable jury awards for his clients. He served as Solicitor for the Lackawanna County Career Technical Center in 2013 and engaged in the negotiation of a labor contract with the union representing the teachers at the CTC. Attorney Conaboy is Board Certified as a Civil Trial Advocate by the National Board of Trial Advocacy. He has also been selected as a Super Lawyer by Philadelphia Magazine.

5. JOSHUA BORER

Attorney Borer focuses his practice area on Social Security Disability. He represents clients from Lackawanna, Luzerne, Monroe, Pike, Wayne and Wyoming counties and surrounding areas. He has also represented clients at hearings in Harrisburg and New York. Attorney Borer represents clients from the filing of the application through the appeal process, if necessary. He handles civil complaints in Federal Court when disability claims are denied by the Social Security Administration. Attorney Borer also currently serves as Solicitor to the Human Relations Commission for the City of Scranton.

C. ABRAHAMSEN, CONABOY & ABRAHAMSEN, P.C.'S SUPPORT STAFF:

ACA has assembled a strong and dedicated staff who assists in all facets of client interaction and case development. The Staff includes:

1. KIM KLONIECKE

Ms. Kloniecke is the Office Manager/Bookkeeper for the firm. She has served in the

Bookkeeper capacity since 1989 and as Office Manager since 2015.

2. BRENDA STARK

Ms. Stark is Attorney Abrahamsen's legal assistant. She has served in this capacity with various firms since 1986.

3. SUSAN PRINGLE

Ms. Pringle serves as the receptionist for the firm. She has served in this capacity since 2015.

4. CYNDIA CINTRON

Ms. Cintron is Attorney Conaboy's legal assistant. She has served in this capacity since 2011.

5. JEAN ANN PEGULA

Ms. Pegula is Attorney Abrahamsen and Attorney Borer's legal assistant. She has served in this capacity since 2013.

6. JOY LEWIS.

Ms. Lewis is the scheduling secretary for the firm. She has served in this capacity since 2016.

7. KELLY MCPHILLIPS

Ms. McPhillips is a bookkeeper and file clerk for the firm. She has served in this capacity since 2006.

D. STATEMENT OF IN-HOUSE TECHNOLOGY:

All computers within ACA are Microsoft Windows 7 Professional, Microsoft Windows 8 Professional or Microsoft Windows 10 Professional desktops and laptops. Also a Microsoft Windows 2011 Small Business Server hosts the internal applications and acts as the centralized data

containment area. Trend Micro Cloud Antivirus is utilized on the Small Business Server to protect files and to clean any rogue or infected documents before they get saved to the server. All of the in house workstations and laptops are currently using AVG Antivirus to keep the systems clean. On the Small Business Server ACA utilizes ShareSync as a backup as well as a cloud data access area for retrieving/working on files. Windows Server Backup is also being utilized on the server itself as a second form of data recovery. For Network Security a Cisco ASA 5505 Firewall is used to filter incoming and outgoing internet traffic. All systems are connected to a core switch that connects directly to the firewall. For wireless internet access, 2 Ubiquiti Long Range Wireless Access Points are used to cover the entire office area. Wireless access is secured with 128 Bit encryption and protected access with a network key. ACA maintains an active account with Thomson Reuters Westlaw, which is used to perform all on-line legal research. Finally, ACA utilizes the program PCLAW to maintain client accounts and billing.

E. PROPOSAL INSURANCE REQUIREMENTS

See Certificate of Liability Insurance and Declarations page attached.

F. REFERENCES

Thomas Wascura, Blakely Borough Manager phone number 570-241-7088

Joseph Nasser, Accountant, Nasser & Company phone number 570-840-4400

G. PROPOSAL REQUIREMENTS

1. STATEMENT OF SERVICES RENDERED

ACA will provide legal representation in municipal law matters, Act 111 matters, grievances and interest arbitration. Utilizing its extensive experience in and knowledge of local government, the Municipalities Financial Recovery Act and the understanding of the culture of the City of

Scranton's labor unions, ACA will provide representation in all labor law matters, including arbitration.

2. MANAGEMENT SUMMARY - See response above in STATEMENT OF SERVICES RENDERED.

3. EXPERIENCE

Examples of experience as legal representative in labor matters for the City of Scranton include but are not limited to negotiation of six (6) labor contracts, numerous grievances/arbitrations, unfair labor practice charges and settlement of the judgments of the Police and Fire unions against the City in the Court of Common Pleas of Lackawanna County.

4. PERSONNEL

See Section B of this Proposal, pages 1 through 5.

5. RELATIONSHIPS

ACA is currently labor counsel to the City of Scranton.

Joshua Borer is currently Solicitor for the Human Relations Commission for the City of Scranton.

6. AFFIDAVITS

The following affidavits required by the City of Scranton are attached:

- Attachment A. Affirmative Action Certificate
- Attachment B. Certificate of Non-Segregated Facilities
- Attachment D. Non-Collusion Affidavit of Prime Bidder
- Attachment E. Act 44 Disclosure Form Affidavit (Disclosures by Current Contractors) with Response Page

There is no Attachment C.

7. CONTRACT

ACA is willing to execute the City's standard professional services contract.

8. INSURANCE COVERAGE

- See Certificate of Liability Insurance and Declarations page attached.
- ACA is not currently in violation of any regulatory rules and regulations that may impact its operations.
- ACA is not involved in any current litigation against the City of Scranton.

H. FEE PROPOSAL:

ACA proposes an hourly rate of one hundred and fifty dollars (\$150) per hour for the work performed by the attorneys, with Attorney Edwin A. Abrahamsen serving as the lead attorney for any litigation and negotiations involved with the position of Special Labor Counsel for the City of Scranton. ACA will not charge an hourly fee for support staff. ACA will ask for reimbursement of out of pocket expenses incurred in furtherance of the representation of the City of Scranton.

Respectfully submitted,

ABRAHAMSEN, CONABOY & ABRAHAMSEN, P.C.

BY:  _____

Edwin A. Abrahamsen, Esquire
Atty ID 23139

Abrahamsen, Conaboy & Abrahamsen, P.C.
1006 Pittston Avenue
Scranton, PA 18505
(570) 348-0200
FAX: 570-348-0273

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 or 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: June 12, 2018

Abrahamsen, Conaboy & Abrahamsen, P.C.
(Name of Bidder)

BY Edwin A. Abrahamsen 

TITLE 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.

DATE: June 12, 2018

Abrahamsen, Conaboy & Abrahamsen, P.C.
(Name of Bidder)

BY Edwin A. Abrahamsen 

TITLE President

Attachment D. Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania

COUNTY OF Lackawanna

Edwin A. Abrahamsen, being
first duly sworn, deposes and says that:

1. He is Managing Partner
(Owner, partner, officer, representative or agent)
of Abrahamsen, Conaboy & Abrahamsen, P.C., 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
Signatute Page

Signed *[Signature]*

Abrahamsen, Conaboy & Abrahamsen, P.C.

June 12, 2018

Edwin A. Abrahamsen, President

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 12th DAY OF June
2018

Joy E. Lewis
Notary Public
(TITLE)

MY COMMISSION EXPIRES November 22
2019

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Joy E. Lewis, Notary Public
City of Scranton, Lackawanna County
My Commission Expires Nov. 22, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Attachment E. Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of 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, 2011, 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/het name and position with the City of Scranton and dates of employment.
3. Since January 1, 2011, 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, 2011 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, 2011, has the contractor 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, 2011, has the Contractor 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. Did the Contractor make political contributions that meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.

9. 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.

10. 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, Edwin A. Abrahamsen, hereby state that I am Managing Partner
for Abrahamsen, Conaboy & Abrahamsen, P.C., and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form 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: June 12, 2018

Attachment E. Disclosures by Current Contractors

Responses:

1. Edwin A. Abrahamsen - Attorney - Current Counsel - Labor Matters
James J. Conaboy - Attorney
Edwin A. Abrahamsen, Jr. - Attorney
Kevin M. Conaboy - Attorney - Current Counsel - Litigation Matters
Joshua Borer - Attorney - Current Solicitor for Human Relations Commission for the City of Scranton
2. No.
3. No.
4. Yes. Edwin A. Abrahamsen solicited Paul Falzett, Topp Business Solutions, for Bill Courtright.
5. Yes. Edwin A. Abrahamsen made contributions to Mayor Bill Courtright and Councilmen Patrick Rogan and Timothy Perry.
6. No.
7. No.
8. Edwin A. Abrahamsen
3222 Doud Avenue
Scranton, PA 18505
Contributed to Mayor Bill Courtright and Councilmen Patrick Rogan and Timothy Perry.
9. No.
10. Edwin A. Abrahamsen completed this form.

VERIFICATION

I, Edwin A. Abrahamsen, hereby state that I am Managing Partner for Abrahamsen, Conaboy & Abrahamsen, P.C., and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form 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: June 12, 2018



Issue Dated: 12/08/2017

LAWYERS PROFESSIONAL LIABILITY

Policy Number: ABPL847015

Renewal of: NEW

Carrier: AmGUARD Insurance Company — A Stock Company

THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE REVIEW YOUR POLICY CAREFULLY THE POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AND REPORTED AGAINST THE INSURED DURING THE POLICY PERIOD.

DECLARATIONS

[1] Named Insured and Mailing Address: Abrahamsen, Conaboy & Abrahamsen, P.C. 1006 Pittston Ave Scranton, PA 18505
[2] Agency: ROBERT S. MASEYCHIK AGENCY INC. 1016 Pittston Ave Suite 201 Scranton, PA 18505

[3] Policy Period: From 12/08/2017 to 12/08/2018 12:01 AM standard time at the Mailing Address of the Named Insured.

[4] Limit of Liability: \$2,000,000 Each Claim \$2,000,000 Aggregate Claim Expenses - Claims expenses are included within the Limit of Liability

[5] Deductible: \$15,000 Per Claim

Handwritten: 42390

[6] Premium: \$15,810.00 Amount No. of Lawyers 7

- [7] Forms Attached at Issuance: IL 99 00 08 13 - Authorization and Attestation LPL 00 03 08 15 - Aggregate Deductible LPL 00 12 08 15 - Full Firm Prior Acts Endorsements LPL 00 18 08 15 - Prior Acts Exclusion LPL 00 32 06 17 - Add Aggregate Deductible LPL 37 01 08 15 - Pennsylvania Changes LPL 00 00 08 15 - Lawyers Professional Liability Coverage LPL DEC 08 17 - Policy Dec LPL WEL LET - Welcome Letter

By acceptance of this policy, the Insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreements and representations and that this policy embodies all the agreements existing between the Insured and the Company or any of its representatives relating to this insurance.



DEPARTMENT OF LAW

PENNSYLVANIA CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

June 29, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

JUL 02 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH ABRAHAMSEN, CONABOY & ABRAHAMSEN, P.C. FOR SPECIAL LABOR COUNSEL LEGAL SERVICES FOR THE CITY OF SCRANTON.

Respectfully,

Jessica Eskra (ls)
Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH LABELLA ASSOCIATES FOR CITY OF SCRANTON GENERAL CONSULTING ENGINEERING SERVICES FOR THE PERIOD AUGUST 1, 2018 THROUGH JULY 31, 2021.

WHEREAS, a request for qualifications was advertised for City of Scranton General Consulting Engineering Services, three (3) proposals were submitted for review; and

WHEREAS, after review of the qualifications submitted, it was determined that it would be in the best interest of the City to award the contract to LaBella Associates for the reasons provided in the attached Memorandum from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Professional Services Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with LaBella Associates, for City of Scranton General Consulting Engineering Services for the period August 1, 2018 through July 31, 2021.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

CONTRACT

This contract entered into this ____ day of _____, 2018 effective from
August 1, 2018 to July 31, 2021 by and between the City of Scranton, 340 North
Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

LABELLA ASSOCIATES
100 DUNHAM DRIVE, SUITE B
DUNMORE, PA 18512
PHONE NO. (570) 342-3101

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 City of Scranton General Consulting Engineering Services. The Contractor hereby
covenants, contracts and agrees to furnish Scranton with:

CITY OF SCRANTON
GENERAL CONSULTING ENGINEERING SERVICES
FOR PERIOD AUGUST 1, 2018 THROUGH JULY 31, 2021
PER THE ATTACHED BID PROPOSAL AND SPECIFICATIONS
FOR A LUMP SUM OF \$6,300.00 PER MONTH
TOTAL CONTRACT AMOUNT \$226,800.00

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 LaBella Associates dated June 20, 2018 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 attorneys 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:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

LABELLA ASSOCIATES

BY:

TITLE: _____

DATE: _____

BUSINESS ADMINISTRATION

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



SCRANTON

June 26, 2018

Memo

To: William Courtright, Mayor
Jessica Eskra, Solicitor
Lori Reed, City Clerk
Dennis Gallagher, Department of Public Works Director

From: David Bulzoni, Business Administrator

Re: **Consulting Engineering Services – General Recommendation**

All,

The City of Scranton received proposals on June 25, 2018 following the publication of a Request for Qualifications supporting the City's interest in securing general engineering consulting services.

The following engineering firms submitted qualification proposals:

1. GPI, \$225,000
2. LaBella, \$226,800
3. Dumack Engineering, varied hourly rates ranging from \$65.00/hr. to \$175.00/hr.

Following a proposal review, a recommendation is made by the office to retain LaBella PC. While the cost of the LaBella is marginally greater than that submitted by GPI, the firm more closely meets the set of defined responsibilities identified in the qualifications proposal. These responsibilities were delineated in the Scope of Services section of the RFQ.

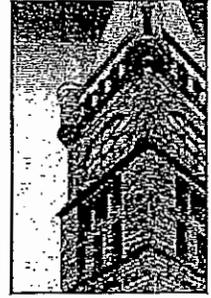
LaBella has a significant base of historical knowledge relative to current, ongoing projects, such as the anticipated TIP bridge project, and those completed previously. Matching this knowledge set would be difficult, and while not a final determining factor, this attribute does provide significant value to the City. The base of knowledge has resulted in an efficient and cost effective relationship. Bypassing the need to undertake general research provides a cost advantage not only to the firm in completing more work timely, but to the City as well as recipient of those efforts. Given the nominal difference in contract cost, further retention would be beneficial to the City.

The inability to determine the contract cost of Dumack Engineering detracted from the value of a proposal which met the City qualification. GPI is an excellent firm and is presently under contract by the City to assist with the completion of the treehouse project. A more significant cost difference may have warranted their selection.

Based on the above information, the Office of the Business Administrator recommends the approval of the proposal submitted by LaBella PC and the subsequent contract with the firm.

Department of Business Administration

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



SCRANTON

June 25, 2018

Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

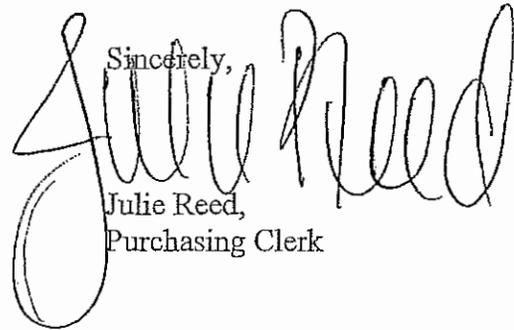
Dear Mr. Bulzoni,

This is to inform you that proposals were opened Monday, June 25, 2018 in Council Chambers for the **City Of Scranton Consulting Engineering Services-General, August 1, 2018 thru July 31, 2021**. Attached are the copies of the proposals submitted by the following companies:

LaBella
Dumack Engineering
GPI

After your review of the proposals, please inform the Law Office of your decision so they may call for a contract or reject said bid.

Thank you for your cooperation in this matter.

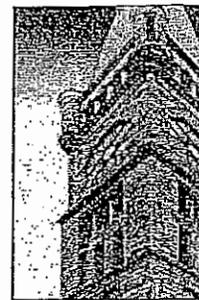
Sincerely,

Julie Reed,
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller
Mr. David Bulzoni, Business Administrator
Mrs. Lori Reed, City Clerk
Mrs. Jessica Boyles Eskra, City Solicitor
File

Department of Business Administration

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



SCRANTON

May 29, 2018

Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton Pa, 18503

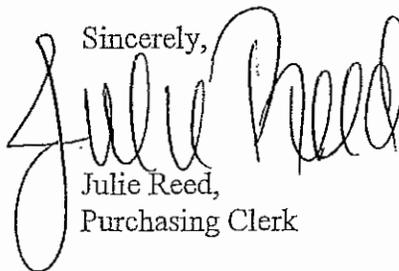
Dear Mr. Bulzoni,

This is to inform you that RFQ proposals will be opened in Council Chambers on Monday, June 25, 2018 at 10:00 A.M. for the following:

**CITY OF SCRANTON
REQUEST FOR QUALIFICATIONS
CONSULTING ENGINEERING SERVICES—GENERAL
AUGUST 1, 2018-JULY 31, 2021**

Attached, please find an Invitation to Bidders, Specifications and Proposal.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor William Courtright
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mr. David Bulzoni, Business Administrator
Mrs. Rebecca McMullen, Financial Manager
✓ Atty. Jessica Eskra, City Solicitor
File

CITY OF SCRANTON
REQUEST FOR QUALIFICATIONS
CONSULTING ENGINEERING SERVICES - GENERAL

The City of Scranton invites you to submit a qualifications proposal for CONSULTING ENGINEERING SERVICES- GENERAL.

Sealed qualification proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. Monday, June 25, 2018, at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON
CONSULTING ENGINEERING SERVICES – GENERAL
AUGUST 1, 2018 – JULY 31, 2021

All proposals shall be in accordance with the provisions of the Request for Qualifications (RFQ) which is now available and can be picked up at the Office of the Bureau of Purchasing, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503. Copies may be requested by contacting the City of Scranton Purchasing Clerk at jreed@scrantonpa.gov.

The City of Scranton seeks the expertise of an individual or firm to provide the expertise and resources for general Consulting Engineering Services. Submissions should emphasize the scope of services available to enable the City to determine that its needs will be met in an economical, efficient, and professional manner. Your specific experience should be highlighted in your submission. The contract will be effective for a three (3) year period as noted above.

Sealed envelopes containing the proposals will be received and identified by "Proposal – RFQ – City of Scranton Consulting Engineering Services – General". The envelopes should be hand delivered or mailed to the City of Scranton, Office of the City Controller, 2nd floor, 340 North Washington Avenue, Scranton, PA 18503, so as to arrive by the date and time specified above. The City of Scranton will require Six (6) copies of this proposal as noted in this Request for Qualifications.

If you have any questions, please contact David Bulzoni, Business Administrator, at 570-348-4214 or dbulzoni@scrantonpa.gov. Questions must be submitted in written or email form. All questions must be received by 2:00 P.M. on June 18, 2018. Inquiries received following this date and time shall not receive responses.

David M. Bulzoni

Business Administrator

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REQUEST FOR QUALIFICATIONS

The City of Scranton is seeking qualification proposals from professional engineering firms or individuals to provide the services of Consulting Engineer. The responsibility of the Consulting Engineer is to provide engineering, design, contract administration, inspection, and oversight of various projects as required by the City of Scranton.

The responding firm or individual should demonstrate knowledge and technical capabilities to provide design, oversight, inspection, and monitoring as needed to assure the proper performance of all responsibilities associated with the position of Consulting Engineer for successful completion of projects assigned by the City. The Consulting Engineer will be assigned projects by the City on an as needed basis. The Consulting Engineer will have a thorough understanding of laws and regulations affecting the City of Scranton as well as a strong familiarity with City legislation and initiatives.

I. GENERAL SCOPE OF INFORMATION

A. PURPOSE

This Request for Qualifications (RFQ) provides interested parties with sufficient information to prepare and submit proposals for consideration by the City of Scranton for general engineering services. The City of Scranton is seeking professional services and advice by an experienced engineer or engineering firm for general engineering services

The City of Scranton reserves the right to issue supplemental addenda information regarding this Request for Qualifications at its discretion. In such event, addenda information shall be sent to those individuals or firms that formally sought the Request.

B. ISSUING OFFICE

1. This Request for Qualifications is issued by the City of Scranton Business Administration Office. The issuing department is the sole point of contact for questions pertaining to this Request for Qualifications.

The sealed proposals must be submitted not later than 10:00 a.m. on Monday, June 25, 2018 to:

City of Scranton
Office of the City Controller
2nd Floor
340 North Washington Avenue
Scranton, PA 18503

2. Six (6) copies of the Proposal shall be received in a sealed envelope and must be marked prominently on the outside:

“Proposal – RFQ – City of Scranton Consulting Engineering Services – General”.

3. Proposals must be mailed or hand delivered. No faxed or e-mailed proposals will be accepted.
4. Proposals will be handled confidentially by the City during the pre-award process.
5. The proposal shall be binding for a period of ninety (90) days from the due date for submission.
6. The City of Scranton will not be responsible for any expenses incurred by a proposer in connection with this procurement.
7. Proposals received after the deadline will not be accepted.
8. Proposals not properly addressed shall not be accepted.
9. The City of Scranton assumes no responsibility for improperly delivered proposals, carrier delays, or interruptions in the delivery service causing the proposal to be submitted following the deadline.
10. Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the Business Office at the above address prior to the date and time set for receipt of proposals. The request must be made formally in writing or electronically by email.

C. RIGHT TO REJECT PROPOSALS

This request does not commit the City of Scranton to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFQ, or to procure or contract for services. The City of Scranton intends to award a contract on the basis of the best interests and advantage of the City, and reserves the right to reject any or all proposals received as a result of this Request, in part, or in entirety, if deemed in the best interest of the City.

D. AWARD

The award will be made, in the sole discretion of the City, to the responsive and responsible proposer whose proposal, conforming to the Request specifications, will be the most cost effective and responsive to the needs of the City.

E. INSURANCE

No proposer shall commence work under this contract until all insurance has been obtained as required hereafter and such insurance has been approved by the City. If applicable, the contractor shall not advise any subcontractor to commence any work on the subcontract until all such insurance required by the contractor has been obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of each contractor.

The Proposer must have Professional Liability Insurance. The insurer on all such policies must be licensed for business in Pennsylvania. If applicable, the City of Scranton shall be named as the additional insured on all policies covering the project.

If requested, the certificate of general liability insurance will be filed with the City's Office of Business Administration, Purchasing Department. The certificate of insurance shall contain the following endorsement:

"It is understood that the insurance company will notify the City of Scranton, Office of Business Administration, Purchasing Department, at least thirty days prior to any changes or cancellation."

F. PUBLIC OPENING

Sealed Qualification Proposals will be opened publicly on June 25, 2018 at 10:00 A.M.

II. GENERAL CONDITIONS

A. No verbal information to bidders will be binding on the City. The written requirements will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the Request for Qualifications will be made in the form of a written communication emailed to all prospective proposers. Prospective proposers must provide an email address. The communications shall then be considered part of the Request for Qualifications.

B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the request.

C. The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. Proposals may be rejected and negotiations terminated by the City. The award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

D. The award will be made to that responsive and responsible proposer whose proposal, conforming to requirements of the request, will be most advantageous to the City, price and other factors considered. The award may or may not be made to the firm with the lowest cost. The City seeks the highest value for services rendered at the most favorable cost.

E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the Request for Qualifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.

F. After notice from the City, the selected proposer will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.

G. Proposals must be in typewritten form. Unsigned proposals will not be accepted. Proposers are expected to examine the content of the request and respond accordingly. Failure to do so will be at the Proposer's risk.

H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City.

I. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the bid opening date and may be extended at the agreement of both parties.

J. The City Business Administrator, or designee, has the sole responsibility to respond to inquiries regarding the Request for Qualifications.

K. COMPLIANCE WITH LAWS

The firm selected shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the performance of the contract.

L. CONTRACTOR COMPLIANCE

If applicable, each respondent is required to be in compliance with the City of Scranton local tax requirements.

M. CONTRACT TERMINATION

A contract may be canceled by the City by giving the respondent written notice of intent to cancel.

N. CONTROLLING LAW

This Request for Qualifications is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

O. PROPOSAL INSURANCE REQUIREMENTS

By submitting a Proposal, the proposer agrees that it now carries or will carry throughout the term of any Contract generated as a result of this Request for Qualifications, at a minimum, the following types and amounts of insurance:

Workers' Compensation	Statutory
Employer's Liability	\$500,000
Professional Liability	\$1,000,000 each occurrence \$1,000,000 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

Certificates of Insurance shall be furnished to the City of Scranton upon request.

P. BIDDER'S ETHICS AND COLLUSION

Collusive Bidding: Any firm that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different proposer, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any firm that attempts to influence a City official to award this contract to such proposer's firm by promising to provide or by providing to such City official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any firm that knows of any City official having a material direct or indirect financial interest in such proposer's firm shall be required to submit a written statement, along with the Form of Qualifications Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the firm's disqualification from further consideration of award of this contract.

Q. INDEMNIFICATION

This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

R. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the law. The following are not subject to disclosure under an exception in the law:

1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a bidder or proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or related to a proposer's economic capability.

S. TRANSFERS AND ASSIGNMENTS

Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.

Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the respondent, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

III. PROBLEM STATEMENT

The Request for Qualifications format for professional services enables the City to thoroughly evaluate the conditions for selection such as qualifications or requirements note below.

A. REJECTION OF PROPOSALS

The City of Scranton reserves the right to reject any and all proposals received resulting from this request and to negotiate with those respondents deemed finalists.

B. INCURRING COSTS

The City of Scranton will not be liable for costs incurred by the selected proposer prior to the issuance of a contract.

C. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held.

D. REFERENCES

As a requirement for consideration, proposals must include at least two (2) references, including contact information, who can attest to the attributes of the proposer. General consulting engineering experience will be given greater consideration in the evaluation of the proposals.

IV. CRITERIA FOR SELECTION

A. EVALUATION PROTOCOL

All proposals received by the City of Scranton will be reviewed by the Business Administration Office. The Business Administration Office will review the merits of content and select the proposal which most closely meets the requirements of the Request for Qualifications. The final selection may not be the lowest cost proposal but that which most closely meets the value requirements of the City. The proposal selected by the City Business Administration Office will be deemed to respond most favorably to the requirements of the Request.

B. General Statement of Duties and Responsibilities:

The work shall incorporate all general tasks as assigned necessary for the successful completion of projects including but not limited to the following:

1. Surveying;
2. Engineering Design;
3. Preparation and review of construction/bid documents and estimates;
4. Permit Applications.

Specific responsibilities will include but are not limited to:

1. Review all subdivision and land development site plans, including storm water, drainage, erosion, and sediment control plans;
2. Serve as liaison to the City Planning Commission on an as needed basis;
3. Conduct traffic and parking reviews as directed;
4. Conduct building and structure assessments as requested by the Department of Licenses and Permits;
5. Review payment requests as needed for engineers, contractors and/or related parties for accuracy. This procedure will include state agencies or federal departments involved with City highway, bridge, storm water, flood control, traffic signal, and roadway improvement projects.
6. Provide direct engineering support to the City Department of Public Works as needed;
7. Oversee, review and approve work by project specific consulting engineering firms;
8. Serve as proxy for the City of Scranton with the Pennsylvania Department of Transportation or other state agencies as needed;

V. PROPOSAL REQUIREMENTS

An individual applicant must be registered as a Professional Engineer in the Commonwealth of Pennsylvania. A firm must retain professional licensure in the Commonwealth of Pennsylvania. The proposing party must demonstrate depth of operation to meet the above City requirements. Consideration will be based, in part, on compliance with those requirements. All other information considered relevant by the proposer will be included as addenda information to the proposal.

A. MANAGEMENT SUMMARY

Provide a narrative description of the proposed effort and a list of services delivered by the proposer.

B. EXPERIENCE

Include examples of experience as an engineer for relevant projects. The documentation of experience should include primary and secondary services, if applicable, and any pertinent experience of the support staff. References related to prior activities should be listed in an addenda section, including contact information.

C. PERSONNEL

Include the names of executive and professional personnel who will be assigned to City of Scranton activities. Resumes of those assigned directly to the activities of the City of Scranton may be included in an addenda section.

D. COST AND PRICE PROPOSAL

The response shall include a Fixed Cost Proposal. Expenses for telephone, facsimile and computer charges will not be allowed.

If the Proposer anticipates additional services not addressed in the Request for Qualifications which, in its opinion, will be required to complete the Project, such additional services shall be noted, with a general explanation, a brief justification for the services, and a corresponding proposal and cost for the same.

Unless otherwise approved in writing by the City's Office of Business Administration, the proposer selected shall not be entitled to any payment from the City in excess of the not-to-exceed fee provided.

E. RELATIONSHIPS

The proposal must identify any relationships of the firm and its principals and assigned employees with any official of the City of Scranton.

F. AFFIDAVITS

The following affidavits are required by the City of Scranton:

- Affirmative Action Certificate
- Certificate of Non-Segregated Facilities
- Non-Collusion Affidavit
- Act 44 Disclosure Form Affidavit

G. CONTRACT

The party selected for engineering services will execute the City of Scranton's standard professional services contract.

All Proposals submitted to the City of Scranton shall include the following:

1. A certificate of insurance of the prospective bidder's insurance coverage. All insurance coverages must be kept in effect during the contract period. The loss of insurance coverages could result in voiding of the contract.
2. A statement of assurance that the prospective bidder is not currently in violation of any regulatory rules and regulations that may have any impact on its operations.
3. A statement that the prospective bidder is not involved in any current litigation with the City.

Insurance

Proposals must include a statement of the prospective bidder's insurance coverage. Proposer shall procure and maintain, at its own cost and expense, insurance with companies that have an A.M. Best's Rating of not less than A- and acceptable to City of Scranton, with coverage limits of not less than stipulated below. The City of Scranton, the Commonwealth of Pennsylvania, and their respective officers, employees, directors, boards, Commissions and agents, shall be included as Additional Insureds on the General Liability, Automobile Liability and Excess/Umbrella Liability Insurance policies. An endorsement is required stating that Proposer's policies will be primary to any other coverage available to the City of Scranton and/or the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents. Any insurance maintained by the City of Scranton will be excess and non-contributory. Furthermore, no act or omission of the City of Scranton and/or the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents, shall invalidate the coverage. All insurance coverage must be kept in effect during the Contract Period. Loss of insurance coverages could result in the voiding/termination of the Contract.

- Worker's Compensation and Employers Liability. Worker's Compensation Insurance as required by statute. Employers Liability coverage to be carried with limits of not less than \$1,000,000.00/per accident, \$1,000,000.00/disease (policy limit), \$1,000,000.00/disease (each employee).
- Commercial General Liability. Commercial General Liability Insurance is required with limits of not less than \$1,000,000.00 Each Occurrence; \$2,000,000.00 General Aggregate; \$2,000,000.00 Products/Completed Operations Aggregate and \$1,000,000.00 Personal/Advertising Injury. The policy shall also cover liability arising from Blanket Contractual, Broad Form Property Damage, liability assumed under an insured contract (including tort liability of another assumed in a business contract), and Personal Injury (including coverage for discrimination, defamation, harassment, malicious prosecution, slander, and mental anguish). Products and Completed Operations must be included. ISO Endorsement CG 21 39 10 93 (Contractual Liability Limitation) shall not apply to this contract. Such policy must contain a "Severability of Interests" clause. This insurance shall be excess over any other insurance, whether primary, excess, contingent, or on any other basis, that is available to the contractor or its subcontractor covering liability for damages

because of Bodily Injury or Property Damage for which the contractor has been included as an Additional Insured. The City of Scranton and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.

- Automobile Liability. Business Automobile Liability covering all owned, non-owned, and hired autos in required with limits of not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. Such policy must contain a "Severability of Interests" clause. The City of Scranton, and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents, shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.

- Excess/Umbrella Liability. Proposer shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than \$5,000,000.00 in Any One Claim or Occurrence. Coverage shall include, but not be limited to, coverage provided by any underlying insurance. Underlying insurance shall include all liability coverage required by this contract except Professional Liability/Errors or Omissions coverage as outlined below. The City of Scranton and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.

- Professional Liability/Errors Et Omissions Coverage. Evidence of Professional Liability/Errors Et Omissions coverage, including Privacy Liability, must be provided, with limits of not less than \$2,000,000.00, with a deductible not to exceed \$10,000.00. Errors Et Omissions coverage shall be applicable to any occurrence arising out of the performance of services required under the Professional Services Contract and shall cover liability arising from information technology services including, but not limited to, intellectual property infringement, privacy infringement, and, if applicable, software development services and computer or electronic information technology services. Coverage under an occurrence form shall be maintained in full force and effect under the policy during the contract period. Under a claims made form, continuous coverage is required. Should an Extended Discovery Period or "tail" coverage be required in the event coverage is terminated, such coverage must be maintained for a period of not less than three (3) years.

- Fidelity/Blanket Crime Insurance. Evidence of Fidelity/Blanket Crime Insurance with an Employee Dishonesty limit of not less than \$500,000 shall be submitted to the City of Scranton prior to the commencement of services. Proposer must maintain Third Party (includes money, securities, client's property, and other properties) coverage under the Crime policy. The City of Scranton shall be included as a co-loss payee. A copy of the actual Loss Payee Endorsement is required.

Additional Provisions

A certificate of insurance evidencing all of the above coverages shall be filed with the City of Scranton prior to the commencement of work. If applicable, it shall be the responsibility of the successful Proposer to ensure that all subcontractors carry insurance of not less than coverage and limits specified herein. Proper evidence of this compliance must be forwarded to the City of Scranton prior to the inception of any work by subcontractor.

Renewal certificates and policies, as required, shall be forwarded to the City of Scranton for as long as professional contractor performs the work as specified in this contract. All certificates and policies shall contain a provision that coverage afforded will not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to the City of Scranton.

Proposals must include a statement of assurance that the prospective bidder is not currently in violation of any regulatory rules and regulations that may have any impact on its operations, as well as a statement that the prospective bidder is not involved in any current litigation with the City of Scranton.

Proposals must include a copy of any and all contractual language, including any and all governing terms of the agreement.

Indemnification

The Proposer will be required in the contract to "protect, defend, indemnify and hold harmless the City of Scranton, and the Commonwealth of Pennsylvania, and their respective officers, directors, boards, commissions, commissioners, agents, contractors, employees, and/or their invitees from and against all claims, demands, loss, fines, penalties, and causes of action, damages, or liability (i) for bodily injury, including death, and for damage to property, including the property of any of them, incurred by reason of any willful or negligent act of commission or omission of successful Proposer, its agents or employees, arising out of or taking place in the courts of the performance of this contract; (ii) or results from or arises out of the violation of any third party's trade secrets, trademarks, copyright, patent rights, or other proprietary rights in connection with a breach of any warranty set forth in the contract." The indemnification shall include the fees and expenses of attorneys and experts, etc. The Successful Proposer's indemnification expressly includes any claims for personal injuries or death made by or on behalf of Proposer's employees against the City of Scranton, the Commonwealth of Pennsylvania and each of their respective employees, officers, directors, commissions, commissioners, agents, contractors, employees, and/or invitees.

The City of Scranton does not indemnify.

Certificate of Non-Indebtedness

The Proposer will be required to certify and represent that Proposer and Proposer's parent company(ies) and subsidiary(ies) are not indebted (at the time of signing of the contract) to the Commonwealth of Pennsylvania, or the City of Scranton, and will not at any time during the term of the contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City of Scranton at law or in equity, Proposer acknowledges that upon any breach or failure to confirm to such certification the City of Scranton shall have the right to, and may, at the option of the City of Scranton, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to the City of Scranton's satisfaction within a reasonable time frame as specified by the City of Scranton in writing, this will offset any such indebtedness against said payments and/or terminate this Agreement for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).

Non-Discrimination

Proposer shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, sex, or sexual orientation. In the event of such discrimination, the City of Scranton may, in addition to any other rights or remedies available under the contract, at law or in equity, terminate any contract with Proposer forthwith.

Proposer shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. §200d et seq.), §504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. §794), The Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age, and religion.

Proposer understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in any contract of Proposer with the City of Scranton or from activities or services provided under such contract. As a condition of accepting and executing such contract, Proposer shall comply with all provisions of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Proposer, (b) to the benefits, services, activities, facilities, and programs provided in connection with this Agreement, (c) to the City of Scranton, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities, and programs of the City of Scranton or of the Commonwealth.

Without limiting the generality of the preceding sentence, Proposer shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of "The Americans with Disabilities Act," as they may be amended from time to time, which are applicable to the benefits, services, programs, and activities provided by the City of Scranton through contracts with outsider contractors.

Governing Laws

Any contract entered into by the City of Scranton will be executed in and shall be governed by the laws of the Commonwealth of Pennsylvania.

Certain Required Disclosures

In accordance with the Commonwealth of Pennsylvania's contract reform legislation, persons and entities who wish to provide goods and services to the City of Scranton must provide certain information about contributions they have made to elected City officials or candidates for City offices. All Proposers must include such completed attachment with their Proposals. Please note that the selected Proposer will be required to update such disclosure during the term of its agreement with the City of Scranton and for one (1) year thereafter.

Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of 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, 2011, 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, 2011, 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, 2011 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, 2011, has the contractor 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, 2011, has the Contractor 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. Did the Contractor make political contributions that meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.

9. 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.

10. 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

_____, hereby state that I am _____

for _____, and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form 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: _____

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 or 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 received 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 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

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that 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 the 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 _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does 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 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 certifications 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 _____

NONCOLLUSION 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, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other 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____

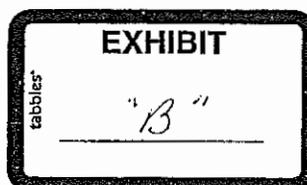
Prepared For:
Office of the Business
Administrator
City of Scranton
4thFloor
340 North Washington Ave.

Submitted by:
LaBella Associates
100 Dunham Dr.
Suite B
Dunmore, PA, 18512
(570) 342-3101



Consulting Engineering Services - General

JUNE 25, 2018



Prepared For:
Office of the Business
Administrator
City of Scranton
4thFloor
340 North Washington Ave.

Submitted by:
LaBella Associates
100 Dunham Dr.
Suite B
Dunmore, PA, 18512
(570) 342-3101



Consulting Engineering Services - General

JUNE 25, 2018

CITY OF SCRANTON
REQUEST FOR QUALIFICATIONS

CONSULTING ENGINEERING SERVICES – GENERAL
AUGUST 1, 2018 THROUGH JULY 31, 2021

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- Required Statements



June 25, 2018

City of Scranton
Office of the Business Administrator
Fourth Floor, City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503

**Re: RFQ - City of Scranton
Consulting Engineering Services - General
August 1, 2018 through July 31, 2021**

Ladies and Gentlemen:

LaBella Associates is pleased to submit this response to your RFQ for Consulting Engineering Services – General for City of Scranton. This Contract is to run from August 1, 2018 through July 31, 2021.

Should you have any questions, or need any additional information, please feel free to contact our office at (570) 342-3101.

Very truly yours,

David J. Osborne, P.E.
Regional Manager

DJO/lmh
Z:MARKETING:2018 CITY OF SCRANTON:Transmittal
c File



REFERENCES

LaBella has provided services for the following local entities:

City of Scranton

Mr. Dennis Gallagher, Director
Department of Public Works
101 West Poplar Street
Scranton, Pennsylvania 18509
Office: 570-348-4180
Cell: 570-357-4988
Fax: 570-348-0197
Email: dgallagher@scrantonpa.gov

Pennsylvania American Water Company

Mr. Daniel Rickard, P.E., Sr. Project Manager
2699 Stafford Avenue
Scranton, Pennsylvania 18505
Office: 570-351-0131
Cell: 570-371-1906
Fax: 570-351-0125
Email: daniel.rickard@amwater.com

Roaring Brook Township

Mr. Eric Schield, Roadmaster
430 Blue Shutters Road
Roaring Brook Township, Pennsylvania 18444
Phone: 570-842-6080
EMail: rbt_road_dept@comcast.net

Pennsylvania Department of Transportation – Engineering District 4-0

Mr. Chris Tomaszewski, District Liaison Engineer
55 Keystone Industrial Park
Dunmore, Pennsylvania 18512
Phone: 570-963-3326
Fax: 570-963-4949
Email: ctomaszws@state.pa.us

GENERAL STATEMENT OF DUTIES AND RESPONSIBILITIES

Specific responsibilities will include but are not limited to:

- Review all subdivision and land development site plans, including stormwater, drainage, and erosion and sedimentation control plans.
- Serve as liaison to the City Planning Commission on an as needed basis.
- Conduct traffic and parking reviews as directed.
- Conduct building and structure assessments as requested by the Department of Licenses and Permits.
- Review payment requests as needed for engineers, contractors and/or related parties for accuracy. This procedure will include State agencies or Federal departments involved with City highway, bridge, stormwater, flood control, traffic signal, and roadway improvement projects.
- Provide direct engineering support to the City Department of Public Works as needed.
- Oversee, review and approve work by project specific consulting engineering firms.
- Serve as proxy for the City of Scranton with the Pennsylvania Department of Transportation or other state agencies, as needed.



MANAGEMENT SUMMARY

In order to insure the delivery of professional consulting engineering services, LaBella has a team of professionals that consists of personnel with a proven history of strong performance serving as City Engineer for the City of Scranton since 2011.

John J. Pocius, P.E., P.L.S., will continue to serve as City Engineer and Main Point of Contact with all City Officials, including the Mayor's office, Director of Public Works, City Planner, City Solicitor, City Business Administrator, Director of Licensing and Inspection, Scranton Police Department and Scranton Fire Department. His cell phone number and e-mail is shared with all of the above and he is on call for City issues 24/7/365.

Mr. Pocius is supported by a staff of proven professionals, including *David J. Osborne, P.E.*, who will respond in Mr. Pocius' absence. *Chris Stefursky, E.I.T.*, provides reviews on all subdivision/land development projects and works closely with City Planner Don King and Mr. Pocius for each month's meeting. *Eric Speicher, P.E.*, will provide structural engineering consultation as necessary. *Kevin McHugh, C.B.S.I.*, provides inputs and advice on NBIS Bridge Inspection Reports completed by PennDOT's consultants.

Resumes of the above listed key personnel are attached for your review. In addition to the above listed personnel, our Dunmore Office can call upon any of our 700 talented individuals company-wide to assist with assignments.

Mr. Pocius understands the importance of a quick response and scheduling on issues critical to the City's infrastructure needs. We are keenly aware that certain tasks cannot be delayed and will respond and provide competent professional engineering consultation in a timely and efficient manner.

EXPERIENCE

LaBella serves as the current Consulting Engineering Firm for the City of Scranton under the 2016-2018 contract. In that capacity, and throughout our former City Engineer Contracts, we have provided numerous services to the City. A cross-section of those projects include:

(*Indicates a project that is on-going)

- Moses Taylor Phase I – Property Demolition – S/W Consistency Letter
- 1400 Block E. Locust Street – Driveway Pipes
- 1105 W. Locust Street – Sinkhole
- Harrison Avenue Bridge Lighting and Sidewalk Agreements
- CBD Traffic Signal Project
- West Linden Street/Mt. Pleasant Drive Traffic Signal Start-Up
- S.R. 0011 (Spruce Street) – Temporary Highway Lighting
- E. Locust Street/S. Irving Avenue – Stop Sign Evaluation
- Sunset Street/Penn Avenue – Stop Sign Evaluation
- 500 Block Bogart Place – One Way Evaluation
- Keyser Avenue/Ransom Road/Continental Street Traffic Signal Permit Nos. 04172, 40087 and 40199
- Harrison Avenue/E. Gibson Street – No Parking Sign Evaluation
- 1000 Block Buenzli Court – Street Light Request
- Bogart Court Pedestrian Bridge Meetings
- PennDOT Main Avenue Traffic Signals (9 intersections)*
- 321 Rosen Court – Wall Collapse
- Nay Aug Avenue Trail Head – S/W Consistency Letter
- Community Life Support Inlet – PennDOT Coordination
- Nay Aug Zoo Sewage System – PADEP Complaint
- 1132 Eureka Avenue – Street Light Request
- PA One Call System, Inc.
- ECMS Stafford Avenue Bridge – PennDOT
- 500 Block Spruce Street/COLTS Bus Stop – No Parking
- 500/600 Block Adams Avenue – No Parking
- 1300 Block Roundwoods Place – Street Light Request
- Green Light – Go Program *
- Alder Street/S. Webster Avenue – Stop Sign Request
- Los Robles Street/N. Sumner Avenue – Stop Sign Request
- I-81/Route 6 Traffic Signal Evaluation
- Lackawanna Heritage Trail – Lackawanna Avenue Connection
- Kane Street – Weight Limit/Truck Ban Evaluation
- 200 Block N. Lincoln Avenue – Street Light Request
- Wyoming Avenue/Lackawanna Avenue – PennDOT - Pedestrian Timing Adjustment



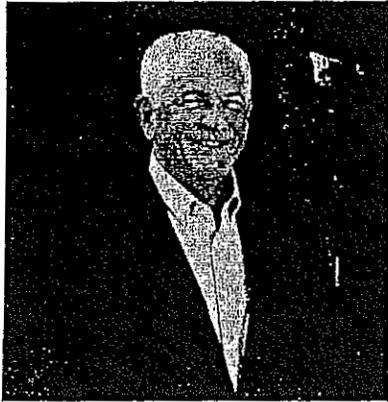
- East Mountain Road – Centerline Joint Evaluation
- Ferdinand Street/Serene Avenue – Stop Sign Request
- 100 Block Mary Ann Street – Lawsuit
- 352-354 Maple Street – LIPS
- 347-349 E. Locust Street – LIPS
- 116-118 S. Bromley – LIPS
- 306 Penn Avenue – LIPS
- Turock Retaining Wall – LIPS
- 11 Throop Street – Certificate of Demolition – LIPS
- 134 S. Bromley Avenue – LIPS
- 300 Block Oakford Court – Loading Zone Evaluation
- 3200 Block Augusta Avenue – Storm Sewer
- 3000 Block McCarthy Street – Curbing Repair
- Steamtown NHS Retaining Wall – MPT Review
- 703/705 E. Market Street – Fire – LIPS
- 632 Moosic Street – Structural Evaluation - LIPS
- Fawnwood Lawsuit
- PennDOT LTAP – LSRCP
- James Votta vs. TSE, Inc., et al – Lawsuit
- 300 Block N. Washington Avenue – Ruane Parking Lot Review
- ALMAR Detention Pond Report
- CBD Traffic Signals – As Built*
- 700 Block Gilbert Street – Street Light Request
- 319 12th Avenue – Emergency Demolition – Fire
- N. Main Avenue/Parker Street – Traffic Signal Design – ARLE Grant*
- 1201 Capouse Avenue – Fire – Demolition Evaluation
- Sandone Tire – Fire – Public Safety Evaluations
- 2016 City Paving Program
- Traffic Signal Permit No. 02007 – Green Ridge Street/Capouse Avenue
- PAWC Water Main Relocation Plan – N. Main Avenue/Providence Road
- 900 Block Jones Court – Vacation
- File of Council No. 102 2015 – Streets and Sidewalks
- Ash Street/Ridge Avenue – Stop Sign Request
- Ferdinand Street/Sweeney Avenue – Stop Sign Request
- Clay Avenue/Olive Street – Crosswalk Evaluation
- Traffic Signal Permit Nos. 40032, 10166, and 40123
- Prescott Avenue/Vine Street/Olive Street – Stop Sign Request
- 922-930 Meadow Avenue – LIPS
- 1700 Block McDonough Avenue – Street Light Request
- K-0107 Main Avenue – PennDOT Municipal Officials Response Form
- 400 Block Dix Court – Traffic Evaluation
- Dorothy Street/N. Everett Avenue – Stop Sign Request
- Traffic Signal Permit Nos. 06558, 06467 and 40032
- Scranton Levee Project Mitigation – Parker House Area*
- 901-903 Capouse Avenue – Demolition Evaluation – LIPS
- PennDOT TSAMS – Traffic Signal Asset Management System*
- PUC Field Meeting – Dickson Avenue
- 200 Block Phinney Street – Street Light Request



- UGI vs. City of Scranton - Lawsuit*
- Brown Avenue CSO #37 – ACOE – Levee Evaluation
- Prescott Avenue/Ash Street – Parking Evaluations
- 2100 Block Wyoming Avenue – Street Light Request
- Meadow Brook Flood Protection Project*
- 2006 Edna Avenue – Demolition – LIPS
- Gilbert Street/Durkin Avenue – Stop Sign Request
- Cedar Avenue/McDonough Street – Stop Sign Request
- 300 & 400 Blocks S. 10th Avenue – One Way Evaluation
- Traffic Signal Permit Nos. W-4064, W-4065 and W-4066 – U of S LED Warning Lights
- COLTS Intermodal Facility – ADA Ramp
- 700 Block Deacon Street – One Way/No Parking Evaluation
- Harrison Avenue Bridge Project Meetings*
- Roaring Brook Flood Protection Project*
- City Planning Commission*
 - 50 Subdivision Reviews
 - 20 Land Development Reviews
- MPO Technical/Coordinating Committee Meetings*
- Whittier School Drainage Issue – LIPS
- Rockwell Avenue Bridge – Construction Administration
- NBIS – Priority Maintenance Items Implementation for City Bridges*
- Traffic Signal Permit No. 40332 North Main Avenue and Parker Street*
- 2017 Paving Program
- Scranton Local Flood Protection Project*
- River Street Truck Ban Cedar Avenue to Meadow Avenue
- 300 Block 16th Avenue-Street Light Request
- Applications for Traffic Signal Permits- South and North Main Avenue-Eynon Street to Providence Road*
- Application for Traffic Signal Approval-Elm Street and Lackawanna River Heritage Trail Intersection*
- PPL Summit 230/69 KV Substation- North Keyser Avenue
- 637-639 Madison Avenue-Head-Start Day Care-No Parking Signs
- PennDOT Bridge Documents-West Lackawanna Avenue, Elm Street and North Main Avenue Bridges*
- Application For Traffic Signal Approval-Broadway Street and Lackawanna River Heritage Trail Intersection*
- Prospect Avenue and River Street-Stop Sign Request
- Walsh Street and Hamm Court-Street Light Request
- Rockwell Avenue Bridge Agreement No. 041222 6th Amendment
- 2216 Kelly Avenue-Street Light Request
- 1800 Block Cusick Avenue-Street Light Request
- Swetland Street and North Lincoln Avenue-Stop Sign Request
- City of Scranton ARLE GRANT Agreement No. 041R128-Invoices Nos. 2 and 3
- Application for Traffic Signal Approval-Permit No. 6358-GreenRidge Street and Sanderson Avenue*
- PennDOT HOP Appl. #154353, PNRRA, 700 Block Wyoming Avenue (SR 3025)-No Parking Ordinance
- River Street between South Washington Avenue and Mattes Avenue-No Parking Signs



- Application for Traffic Signal Approval-Permit Nos. 40115 and 40308-West Linden street and N. Eighth Avenue/Seventh Avenue*
- PPL Structure 38-3 Across From Neil Armstrong School
- Fawnwood Heights Paving Estimate
- PAWC/City of Scranton Monthly Stormwater Meetings*
- 506 Lackawanna Avenue Sidewalk Lawsuit
- Martz Trailways Signs on Lackawanna Avenue
- Allied Services-Stormwater Consistency Letter
- PennDOT E05726 SR 6011-251 Green Ridge Street Bridge*
- 2018 City Paving Program



JOHN J. POCIUS

Consultant

PE

Professional Engineer:
Pennsylvania & New Jersey

PLS

Professional Land Surveyor:
Pennsylvania

EDUCATION

University of Scranton AE
Engineering

University of Detroit BE, Civil
Engineering

ORGANIZATIONS

National Society of Professional
Engineers

Pennsylvania Society of
Professional Engineers

American Society of Highway
Engineers

Pennsylvania Society of Land
Surveyors

As former Vice President of LaBella in their Scranton Office, John assisted in the complete day to day operations of the Firm. With over 43 years of experience, he played a key role in client liaison, proposal and contract preparation and design coordination. He was responsible for the coordination of work involving major public and private utility companies, municipal, institutional and commercial developments and site design of general Public Works type projects. Upon his retirement in April of 2017, he is now a Consultant for the Dunmore office, often being called upon to assist management and staff in special circumstances.

John focused his proven skills on the management and administration of the Firm's projects. He played a key role in client liaison, technical specifications, proposal and contract preparation, and highway design coordination. The highly experienced career engineer is a member of the National and Pennsylvania Societies of Professional Engineers, the American Society of Highway Engineers, and the National and Pennsylvania Societies of Land Surveyors.

As former Quality Improvement Manager, he was responsible for assuring that any item leaving LaBella's office was first reviewed by either himself or a member of Senior Management prior to submission. He continually updated his technical expertise and administrative capabilities through participation in numerous courses on topics such as bridge inspection, road and street maintenance, design of highway bridges, and engineering management. He has participated in a Right-Sizing Workshop sponsored by the Pennsylvania Department of Transportation.

In addition, he has served as a member and Chairman of the City of Scranton's Planning Commission. He is a former member and President of the Council of the City of Scranton, and serves as Vice Chairman of the Lackawanna County Regional Planning Commission. During his career, John has been instrumental in a variety of complex projects, ranging in budgets from a quarter of a million dollars to \$70 million.

City of Scranton, City Engineer:

In LaBella's capacity as Consulting Engineer to the City of Scranton, John served as the main point of contact with all aspects of this assignment as City Engineer.

Highway Design Projects:

John had direct responsibility for the design of the Mid-County Interchange with the Blue Route in Montgomery County, Pennsylvania, which was the largest construction project ever undertaken by the Pennsylvania Turnpike Commission. He was also responsible for the coordination of work involved with the restoration of over forty-five miles of Interstate roadway in Northeastern Pennsylvania. He served as Project Manager for the design of the S.R. 0081, Section 295, Davis Street Interchange project.

Open End Projects:

With our Scranton Office being awarded one of the first Open-End Design Agreements issued by PennDOT in 1984, and their successful completion of numerous Open-End Agreements from that time to the present, John was extremely proficient in all phases of work involved in Work Order projects, including coordination with subconsultants and the extremely vital task of time management on the often time-abbreviated projects. He has successfully acted as liaison between PennDOT officials and LaBella's Scranton Office.

**Bridge Rehabilitation/
Replacement Projects:**

John has been instrumental in the successful design completion of numerous bridge rehabilitation/replacement projects undertaken by the Firm,

including the replacement of the East Market Street Bridge in the City of Scranton, the Scott, Mill, and Stanton Street Bridges in the City of Wilkes-Barre, Jessup Township, Ainey Road Bridge, Little Meadows Borough Bridges No. 1, No. 3 and Cemetery Street, and Sullivan County Bridge No. 2 over Muncy Creek.

QA/QC:

As Quality Improvement Manager, John was directly responsible for overseeing the Firm's Quality Improvement Program. John personally reviewed each submission made, from outgoing letters to complete plan submissions.

Lackawanna County Engineer:

During the Scranton Office's tenure as Lackawanna County Engineer, John was directly responsible for the review and recommendations of all engineering projects undertaken in the County of Lackawanna.

Site Design:

John has managed the design of numerous land development projects, including the Mount Airy Resort and Casino project constructed in Paradise Township, PA.

John has also been responsible for the coordination of work involving major public and private utility companies, municipal, institutional and commercial developments and site designs of general Public Works type projects.



ERIC J. SPEICHER

Structural Project Engineer

Eric has obtained a thorough knowledge of all aspects of civil engineering through his previous employment with the Luzerne County Engineer's Office, the Pennsylvania Department of Environmental Protection, and the Pennsylvania Department of Transportation. He held positions involving the production of AutoCAD drawings and the writing of technical specifications, and has experience in bridge design to AASHTO standards. He has also worked as a scientific and technical intern, and has experience in the workings of abandoned mine reclamation and contractor supervision.

PE

Professional Engineer; PA

EDUCATION

Penn State University: B.S., Civil Engineering

Wayne County, Kellams Bridge
Project Manager for the preliminary and final design engineering for the replacement of Kellams Bridge over Equinunk Creek in Wayne County. Tasks include bridge design, E&S plan, MPT plan, and utility coordination.

City of Wilkes-Barre, Scott Street, Mill Street, Stanton Street and Sidney Street Bridges

Design of bridge and approach roadways on four separate projects being undertaken for the City of Wilkes-Barre.

Bradford County Bridges No. 17 and 26

Project Manager for the preliminary and final design of two bridge replacements for the Bradford County Commissioners.

Lackawanna County, Jefferson Township Bridge Replacement Project

Preliminary and Final Design of this bridge replacement project, including roadway work. Tasks include bridge design, E&S plans, MPT plan and utility coordination.

PA Turnpike, Work Order No. 3
Feasibility study and design of a proposed interchange on the Northeast Extension of the Pennsylvania Turnpike. Tasks include: roadway layout and design, three (3) span bridge replacement, pavement design, and coordination with environmental concerns. He was CECO's Project Manager for this All-Electronic Interchange project on S.R. 903, which had a construction cost of \$23 million.

PA Turnpike, Work Order No. 4
Design of a rock scaling operation and drainage ditch improvements.

Wyoming County Bridge No. 1 and Wyoming County Bridge No. 7
Design of bridge and approach roadways on two County sponsored projects.

PennDOT District 2-0, Clearfield County, S.R. 1011, Section A01, over a Branch of Browns's Run, Cooper Township
Design of a culvert for the structure replacement and approach roadway design of this bridge in PennDOT District 2-0.

**PennDOT District 2-0, Centre
County, S.R. 2012, Section A03,
Bridge Replacement over
Spruce Run, Gregg Township**

Assisted in all Preliminary
Engineering and Final
Design phases for this bridge
replacement project for PennDOT
District 2-0.

Luzerne County Bridges

Project Manager for the
preliminary and final design
engineering for the replacement
of Luzerne County Bridge No.
45111 over Wapwallopen Creek
in Dorrance Township. Tasks
include: bridge design, E&S plan,
MPT plan and utility coordination.

Hillsgrove Covered Bridge

Structural analysis, load rating,
and posting evaluation of a 100
year old Timber Burr Arch Truss
Bridge in Sullivan County, PA.

**Susquehanna County
Emergency Bridge
Replacements**

Involved in the design and
development of conceptual
plans and bid packages for
three (3) design build projects
in Susquehanna County,
with aggressive schedules.
The projects included the
development of H&H Reports
for submission to DEP, E&S
Pollution Control Plans, design
of structures and approach
roadways, development of traffic
control and development of
Specifications, special provisions,
quantities and estimates.



CHRIS STEFURSKY

Civil Designer

Chris has assisted in many projects at LaBella, including the Fidelity Bank Land Development Project, Morgan Manor Apartments, Mount Airy Casino Resort (road improvement and golf course), First National Community Bank in Paradise Township, and the S.R. 903 Slip Ramp Project for the Pennsylvania Turnpike Commission.

EIT

Engineer-in-Training, PA

EDUCATION

Penn State University: B.S.,
Environmental Systems
Engineering / Watersheds and
Water Resources

Motor Truck Equipment Company - Borough of Dunmore, Lackawanna County, PA

This project included the construction of a 30,173 square foot truck sales and service facility, 39 truck and trailer parking spaces, 36 truck display parking spaces, 24 employee parking spaces, 11 customer parking spaces, an associated access drive, and a storm water collection/detention/infiltration system to control the storm water runoff from the site. Tasks included the preparation of the entire NPDES Permit Package, including: E&S Plan and Narrative, PCSM Plan and Narrative, and all necessary storm water calculations.

Knox Street Parking Lot and Access Drive - Borough of Mount Pocono, Monroe County, PA

This project included the construction of an access road to the loading dock area at the rear of an existing Shop Rite building, along with additional parking areas, and a stormwater collection/detention/infiltration system to control the storm water runoff from the site. Tasks included: preparation of the E&S/Stormwater Management Plans and Narrative, and all necessary storm water calculations.

Zellers Camp and Driveway Construction, Potter Country, PA

This project included the construction of a 2,000 square foot building, an associated driveway, and a storm water collection/detention/infiltration system to control the storm water runoff from the site. Tasks included: preparation of the E&S Plan and Narrative, PCSM Plan and Narrative, and all necessary storm water calculations.



KEVIN J. MCHUGH

Senior Highway Designer

Kevin, with a formal training in Architectural Design Technology, has over 33 years experience in design development and coordination of numerous large civil engineering projects. He has served as a designer/draftsperson and project designer for major interstate restoration projects and new highway projects specializing in the development of extensive traffic control plans. In addition, Kevin has attended and conducted meetings with municipal officials, commerce and business groups, and the general public to both explain and receive comments concerning traffic control plans for high volume interstate roadways which would have an effect on the normal flow of vehicular traffic in high density commercial and industrial areas, as well as tourist and recreation areas such as the Pocono Mountains.

EDUCATION

Johnson Technical Institute, A.S.
in Architectural Design

CERTIFICATIONS

Bridge Safety Inspection
and Certification Program –
Recertified 2016

Mount Airy Resort and Casino – Woodland Road

Kevin assisted in the preparation of the traffic control plans for this major casino project in Paradise Township, Monroe County, PA.

PennDOT District 4-0 – McDade Expressway Weave Elimination

Kevin completed the traffic control plans for this project on the McDade Expressway in the City of Scranton.

Pennsylvania Turnpike Commission – S.R. 903 Interchange

Kevin completed the traffic control plans for this slip ramp project for the Pennsylvania Turnpike Commission.

NBIS Bridge Inspections

Kevin is Project Manager of LaBella's NBIS Inspection Team, having provided inspections for Susquehanna, Wyoming, Wayne and Lackawanna Counties, and the City of Wilkes-Barre. He has recently completed the BMS 12 and Core Element Training Courses through PennDOT to prepare for the new Bridge

Inspection Report Format. Our office is currently utilizing the newest forms in our current round of bridge inspections.

Kevin has also assisted with the preparation of Emergency Action Plans for all dams inspected. He is the lead inspector of our NBIS and Dam Inspection Team, and has performed numerous biannual as well as emergency inspections on structures assigned to LaBella's Scranton Office.





COST AND PRICE PROPOSAL

LaBella will provide General Engineering Services to the City of Scranton for a Lump Sum Fee of *Six Thousand Three Hundred Dollars (\$6,300.00)* per month (*\$226,800.00 total contract amount*). Expenses for telephone, facsimile, and computer charges are not included.

ACT 44 DISCLOSURE FORM AFFIDAVIT
DISCLOSURE BY CURRENT CONTRACTORS

1. Provide the names and titles of all individuals providing professional services to the City of Scranton, 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 names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position:

LaBella Associates holds the professional services contract with the City of Scranton to provide City Engineer Services from 2016 – 2018. The following individuals have provided professional services listing their responsibilities:

John J. Pocius, P.E., P.L.S.	City Engineer and Point Person
David J. Osborne, P.E.	City Engineer/Structural Evaluations
Chris Stefursky, E.I.T.	Planning Commission Requests
Kevin J. McHugh, C.B.S.I.	Bridge Inspection Evaluations

John J. Pocius, P.E., P.L.S. was a former City official serving as a City Councilman from 1990 – 2002 and from 2003 – 2006.

- List 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:

None of the above listed individuals are registered Federal or State lobbyists.

2. Since January 1, 2011, have any of the individuals identified in paragraph 1 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.

None of the above listed individuals were employed by the City of Scranton.

3. Since January 1, 2011, 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.

LaBella has not paid compensation to a third party intermediary, agent or lobbyist.



4. Since January 1, 2011, 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.

No agent, officer, director or employee of LaBella has solicited a third party to make political contributions to any candidate for office in the City of Scranton or political party or committee.

5. Since January 1, 2011, has the contractor made any contribution to a municipal officer or candidate for municipal office in the City of Scranton? If yes, please identify the recipient, the amount and the date of the contribution.

Friends of Roseann Novembrino	\$40.00	March 12, 2011
Doherty for PA	\$500.00	May 26, 2011
Doherty for PA	\$500.00	October 26, 2011
Doherty for Mayor	\$500.00	May 23, 2012
Friends of Bill Courtright	\$500.00	May 31, 2013
Friends of Bill Courtright	\$500.00	September 9, 2013
Friends of Bill Courtright	\$450.00	May 19, 2015
Friends of Bill Courtright	\$450.00	August 10, 2015
Mayor Courtright Inaugural	\$ 55.00	January 8, 2016
Friends of Joe Wechsler	\$ 45.00	January 10, 2016
Friends of Bill Courtright	\$400.00	August 15, 2016
Friends of Bill Courtright	\$400.00	July 20, 2017
Friends of Bill Courtright	\$140.00	December 27, 2017

6. Does the contractor have a direct financial, commercial, or business relationship 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.

LaBella Associates does not have a direct financial, commercial, or business relationship with any individual on the List of Municipal Officials.



7. Since January 1, 2011, has the contractor 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 give, and the date it was conferred.

LaBella has not gifted any individual on the List of Municipal Officials.

8. Did the contractor make political contributions that meet all of the following four criteria: (i) the contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least 5% of the contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least 5% or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least 5%; and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office. If yes, then the contractor shall provide the following information; the name and address of the contributor, the contributor's relationship to the contractor, the name and office or position of each recipient, the amount of the contribution and the date of the contribution.

See Attached Charts

9. 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.

There are no potential conflicts of interest with anyone on this Agreement team.

10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the contractor in Paragraph 1 must participate in completing this form and must sign the verification statement below.

This form was completed by:

John J. Pocius, P.E., P.L.S., Consultant for LaBella Associates



VERIFICATION

I, *John J. Pocius, P.E., P.L.S.,* hereby state that I am employed as a Consultant for *LaBella Associates* and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form 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: *John J. Pocius* Date: *06/20/2018*

J
AFFIRMATIVE ACTION
CERTIFICATION

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 or 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 received 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 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

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that 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 the 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: JUNE 20, 2018

LABELLA Associates
(Name of Bidder)

BY: D. J. Osborne

TITLE: V.P. Regional Manager

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does 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 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 certifications in his files.

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

DATE JUNE 20, 2018

LA BELLA ASSOCIATES
(Name of Bidder)

By T. Delf Osburn
Title V.P. Regional Manager

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania
COUNTY OF Lackawanna

DAVID J. OSBORNE, being first duly sworn, deposes
and says that:

1) He is VICE PRESIDENT / REGIONAL MANAGER
(Owner, partner, officer, representative or agent)
of Labella Associates, 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, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other 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 Duff Oshea

V.P. Regional Manager
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 20 DAY OF June, 2018

Lynn M. Hanichak

Notary
(TITLE)

MY COMMISSION EXPIRES May 3, 2020

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
LYNN M HANICHAK
Notary Public
CITY OF SCRANTON, LACKAWANNA COUNTY
My Commission Expires May 3, 2020

REQUIRED STATEMENTS



REQUIRED STATEMENTS INCLUDING INSURANCE COVERAGES

Insurance Coverage

LaBella either currently holds or will obtain the required insurance coverages if selected for this Contract. A copy of our Proof of Insurance is attached. Certificates of Insurance will be submitted to the City prior to a contract being signed. The certificates will name the City of Scranton as Additional Insured and will contain the statement "It is understood that the insurance company will notify the City of Scranton, Office of Business Administration, Purchasing Department, at least thirty days prior to any changes or cancellation".

Regulatory Rules

LaBella is not currently in violation of any regulatory rules and regulations that may have any impact on its operations

Litigation

LaBella is not involved in any current litigation with the City.



LABEASS-01

AKEEFE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604	CONTACT NAME: PHONE (A/C, No, Ext): (585) 473-8000	FAX (A/C, No): (585) 340-1714
	E-MAIL ADDRESS: reception@paris-kirwan.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Indemnity Company of CT		25682
INSURER B: Travelers Indemnity Company		25658
INSURER C: Travelers Casualty Insurance Company of America		19046
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

LaBella Associates, PC
 1000 Dunham Drive, Suite B
 Dunmore, PA 18512

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6806H445191-17	11/07/2017	11/07/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA7A560634-17	11/07/2017	11/07/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7A573887	11/07/2017	11/07/2018	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
							Follow Form	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB8J003392-17	11/07/2017	11/07/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Scheduled Equipment			6807A554314	11/07/2017	11/07/2018	Blanket Equipment	201,903

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

CERTIFICATE HOLDER **CANCELLATION**

LaBella Associates, P.C. 1000 Dunham Drive, Suite B Dunmore, PA 18512	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kawser Stoney</i>
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DEPARTMENT OF LAW

P E N N S Y L V A N I A CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

June 29, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
JUL 02 2018

Dear Honorable Council Members:

OFFICE OF CITY
COUNCIL/CITY CLERK

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH LABELLA ASSOCIATES FOR CITY OF SCRANTON GENERAL CONSULTING ENGINEERING SERVICES FOR THE PERIOD AUGUST 1, 2018 THROUGH JULY 31, 2021.

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH REUTHER + BOWEN, PC FOR CITY OF SCRANTON LANDSCAPE ARCHITECT/ENGINEERING DESIGN SERVICES –LINDEN STREET GREENSPACE AND POCKET PARK PROJECT.

WHEREAS, a request for Proposals was advertised for the City of Scranton Landscape Architect/Engineering Design Services – Linden Street Greenspace and Pocket Park Project, and five (5) proposals were submitted for review; and

WHEREAS, after review of the request for proposals submitted, it was determined that it would be in the best interest of the City to award the Contract to Reuther + Bowen, PC for the reasons provided in the attached Memorandum from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit “A” and incorporated herein by reference thereto with Reuther + Bowen PC for the City of Scranton Landscape Architect/Engineering Design Services - Linden Street Greenspace and Pocket Park Project.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

CONTRACT

This contract entered into this ____ day of _____ 2018 effective from _____ to _____ by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

REUTHER+BOWEN, PC
326 WARD STREET
DUNMORE, PA 18512-2424
PHONE NO. (570) 496-7020

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 City of Scranton Landscape Architect/Engineering Design Services – Linden Street Greenspace and Pocket Park Project. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

CITY OF SCRANTON LANDSCAPE ARCHITECT/ENGINEERING
DESIGN SERVICES – LINDEN STREET GREENSPACE
AND POCKET PARK PROJECT
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 Reuther +Bowen, PC dated November 3, 2017 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 attorneys 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:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

REUTHER+BOWEN PC

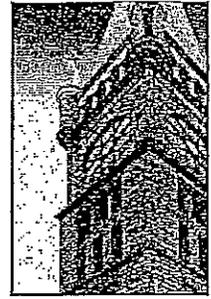
BY:

TITLE: _____

DATE: _____

BUSINESS ADMINISTRATION

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



SCRANTON

June 26, 2018

Memo

To: William Courtright, Mayor
Jessica Eskra, Solicitor
Lori Reed, City Clerk
Dennis Gallagher, Department of Public Works Director

From: David Bulzoni, Business Administrator

Re: Landscape Architect/Engineering Services Recommendation – Linden Street Park Project

All,

The City of Scranton received proposals on November 6, 2017 following the publication of a Request for Proposal supporting the above project. The contract award was delayed to accommodate the final acquisition of the property.

The following engineering firms submitted qualification proposals:

1. Reuther and Bowen, P.C., \$23,450
2. Renew Design, \$27,600
3. Simone Collins, \$34,884
4. NV5, \$35,000
5. Dx Dempsey, \$49,000

Following a proposal review, a recommendation is made to retain Reuther and Bowen. The project will now progress with the completion of the Phase II environmental review by Lackawanna County. Remediation costs will be limited to the 25% Brownfields grant match. The County will submit the grant application. The 25% match may originate from the \$400,000 Keystone Communities grant awarded to Scranton Tomorrow for park development and improvements. The limited project scope is expected to be well within the grant amount.

The project timetable is projected as follows:

- 4th quarter 2018 – development of remediation plan for greenspace application;
- 1st quarter 2019 – work plan submitted to DEP;
- 2nd quarter 2019 – remediation work;
- 4th quarter 2019, 1st quarter 2020 - park completed

The anticipated use of the property and the Phase II anticipate limited mitigation for the environmental issues.

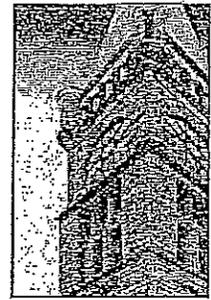
Reuther and Bowen has includes the services of Architerra to meet the landscape architecture requirements of the project. Reuther and Bowen is an engineering firm. The firm has been used previously by the City for road paving projects in 2016 and 2017.

The project combines the resources of the City of Scranton, Lackawanna County, Scranton Tomorrow and an additional financial contribution from the Scranton family estate. The project is expected to be, in basic form, green space, which is needed in downtown Scranton.

Based on the above information, the Office of the Business Administrator recommends the approval of the proposal submitted by Reuther and Bowen and the subsequent contract with the firm.

Department of Business Administration

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



SCRANTON

October 18, 2017

Mr. David Bulzoni
Business Administrator
City of Scranton
Municipal Building
Scranton Pa, 18503



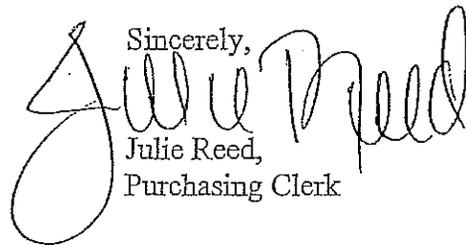
Dear Mr. Bulzoni

This is to inform you that proposals will be opened in City Council Chambers on Monday, November 6th at 10:00 A.M. for the following:

**CITY OF SCRANTON
LANDSCAPE ARCHITECT AND ENGINEERING DESIGN SERVICES-2017
LINDEN STREET GREENSPACE AND POCKET PARK PROJECT.**

Attached, please find RFP and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor William Courtright
Mr. David Bulzoni, Business Administrator
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mrs. Rebecca McMullen, Financial Manager
Mrs. Jessica Eskra, City Solicitor
File

Department of Business Administration

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



SCRANTON

November 6, 2017

Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

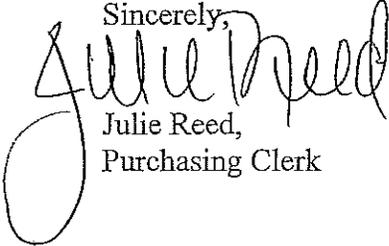
Dear Mr. Bulzoni,

This is to inform you that proposals were opened Monday, November 6, 2017 in Council Chambers for the **City Of Scranton Landscape Architect and Engineering Design Services Linden St. Greenspace and Pocket Park Project**. Attached are the copies of the proposals submitted by the following companies:

**NV5
Renew Design Group
PNEA; Peter Simone: Simone Collins
DX Dempsey Architecture, Inc.
Reuther&Bowen**

After your review of the proposals, please inform the Law Office of your decision so they may call for a contract or reject said bid.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller
Mr. David Bulzoni, Business Administrator
Mrs. Lori Reed, City Clerk
Ms. Jessica Boyles, City Solicitor
File

REQUEST FOR PROPOSAL

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. Monday November 6, 2017, at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON

LANDSCAPE ARCHITECT AND ENGINEERING DESIGN SERVICES – 2017

LINDEN STREET GREENSPACE AND POCKET PARK PROJECT

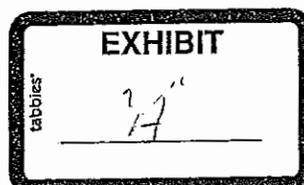
All proposals shall be in accordance with the Request for Proposal (RFP) specifications which are now available and can be picked up at the Office of the Bureau of Purchasing, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503. Copies can be requested by contacting the City of Scranton Purchasing Clerk, at jreed@scrantonpa.gov.

Sealed envelopes containing the proposals will be received and identified by “City of Scranton Landscape Architect and Engineering Design Services”. The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require Six (6) copies of this proposal. Questions will be responded to electronically to all parties securing the request for proposal.

David M. Bulzoni

Business Administrator

Each proposal must be accompanied by a signed proposal, certificate of insurance, and signed anti-collusion and affirmative action affidavit.



INVITATION FOR REQUEST FOR PROPOSAL

CITY OF SCRANTON

I. TYPES OF SERVICES REQUIRED

The City of Scranton is requesting the submission of proposals from Landscape Architecture and Engineering Design firms to provide professional services for site improvements in conjunction with the following project:

Linden Street Greenspace and Pocket Park Project

The Project consists of the site development of a vacant and undeveloped single parcel of property into a greenspace and pocket park in the downtown section of the City of Scranton. The property is located at the corner of Wyoming Avenue and Linden Street. The Project is multi-jurisdictional and will require coordination between the County of Lackawanna, City of Scranton, and Scranton Tomorrow. The City of Scranton is proceeding to acquire the property and expects the acquisition will be completed during the fourth quarter of 2017 or first quarter of 2018. Improvements to the project will be funded according to jurisdictional responsibilities and a targeted contribution from the William and Mary Scranton Charitable Remainder Trust.

II. INFORMATION REQUIRED FROM INTERESTED FIRMS

The City of Scranton is pleased to invite your firm to submit a written Proposal for this project. Attached hereto is Form P/A-1(a), Professional Advice Questionnaire for Architect/Engineer, to assist you in preparing your Proposal. The City of Scranton shall select the most qualified firm for the necessary services at compensation which the City determines as fair and reasonable. The City is not compelled to select the lowest cost proposal if deemed not in the best interest of the City of Scranton and its interest in completing the project.

Information shall include the following:

1. Firm's method of approach for furnishing the required services.
2. The firm's statement of qualifications, profile, and performance regarding the proposed contract. (See attached Professional Advice Questionnaire for Architect/Engineer.)

Interested firms shall address and submit their "Request for Proposal" to:

TO THE ATTENTION OF:

Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue
2nd Floor
Scranton, PA 18504

The proposals shall be received no later than 10:00 A.M. prevailing time on November 6, 2017.

III. COMPENSATION

The City of Scranton will require a fixed fee for all services in connection with the project. It is expressly understood that failure to list compensation for services as established above, will disqualify the firm's "Request for Proposal." The respondent may either provide a single cost for services or delineate costs by subcontractor or area of expertise.

IV. FACTORS FOR EVALUATION

Each "Request for Proposal" received from interested firms shall be reviewed by the City of Scranton and, if necessary, the firm will be invited to be interviewed, should additional information be necessary. This information will then be reviewed by the City of Scranton. The responsible firm, whose credentials will be most advantageous to the City of Scranton, will be considered for approval.

The contract will be awarded within sixty (60) days of the date of City Council approval.

The City of Scranton is an Affirmative Action Equal Employment Opportunity Employer.

NON-COLLUSION AFFIDAVIT

I _____, the
(NAME) (TITLE)

OF _____, certify and make this affidavit
(VENDOR, COMPANY, AGENCY)

on behalf of my company agency, or brokerage and its owners, directors, and officers that I am the person responsible for the pricing quoted in this proposal for the City of Scranton to which this affidavit forms a part.

I, by my signature on this form, certify that:

1. That the pricing reflected in this proposal have been arrived at independently and without outside influence, communications, or collusion from any other bidder, potential bidder, or disqualified bidder.
2. That the pricing contained in this proposal has not been disclosed to or discussed with any other bidder, potential bidder, or disqualified bidder.
3. That no influence, extortion, or collusion has been used to restrain or prevent any person, firm, company, or organization from participating in or responding to this request for proposal by the City of Scranton.
4. That this proposal is being made free and clear of any collusive activity or inducement to submit this as a non-competitive proposal for the purpose of complementary bidding to make another proposal appear to be lowest.

I understand that by signing this form I acknowledge that the above representations are material to, form a part of, and will be relied upon in the awarding of a contract by the City of Scranton for which this proposal is being submitted. I further understand fraudulent concealment of the true facts pertinent to the submission of this affidavit shall subject such vendor, company, or agency to penalties of law and permanent banning of bidding, subcontracting or providing any and all current and future materials, equipment, services or projects required by the City of Scranton.

VERIFICATION

I, _____, hereby state that the facts contained in the within the foregoing Non-Collusion Affidavit are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa. C. S. A. Section 4904 relating to unsworn falsification to authorities.

All responses must be received by 10:00 A.M. Eastern Time November 6, 2017. Questions should be submitted to either jreed@scrantonpa.gov or dbulzoni@scrantonpa.gov. Subject line of questions and/or responses should read: "City of Scranton Landscape Architect and Engineering Services".

THIS PROPOSAL MUST BE RECEIVED IN THE
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN
10:00 a.m.
November 6, 2017

TO THE ATTENTION OF:

Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue
2nd Floor
Scranton, PA 18504

NAME OF VENDOR: _____

CONTACT PERSON: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL
ADDRESS: _____

PROFESSIONAL ADVICE QUESTIONNAIRE

ARCHITECT/ENGINEER

Purpose: The purpose of this form is to provide information regarding the qualifications of interested firms in providing a specific professional service.

<p>1. Project Name/Location for which firm is filing:</p>	<p>2a. Public Advertisement Announcement Date, if any:</p>	<p>2b. Identification Number, if any:</p>																								
<p>3. Firm Name & Address:</p>	<p>3a. Name, Title & Telephone Number of Principal to Contact:</p>																									
	<p>3b. Address of office to perform work, if different from Item #3:</p>																									
<p>4. Personnel by Discipline:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">___ Administrative</td> <td style="width: 33%;">___ Electrical Engineers</td> <td style="width: 33%;">___ Soils Engineers</td> <td style="width: 15%;"></td> </tr> <tr> <td> (Secretarial/Clerical)</td> <td>___ Estimators</td> <td>___ Specification Writers</td> <td>___</td> </tr> <tr> <td>___ Architects</td> <td>___ Landscape Architects</td> <td>___ Structural Engineers</td> <td>___</td> </tr> <tr> <td>___ Civil Engineers</td> <td>___ Mechanical Engineers</td> <td>___ Surveyors</td> <td>___</td> </tr> <tr> <td>___ Construction Inspectors</td> <td>___ Planners: Urban/Regional</td> <td>___</td> <td>___</td> </tr> <tr> <td>___ Draftsmen</td> <td></td> <td></td> <td>___ Total Personnel</td> </tr> </table>			___ Administrative	___ Electrical Engineers	___ Soils Engineers		(Secretarial/Clerical)	___ Estimators	___ Specification Writers	___	___ Architects	___ Landscape Architects	___ Structural Engineers	___	___ Civil Engineers	___ Mechanical Engineers	___ Surveyors	___	___ Construction Inspectors	___ Planners: Urban/Regional	___	___	___ Draftsmen			___ Total Personnel
___ Administrative	___ Electrical Engineers	___ Soils Engineers																								
(Secretarial/Clerical)	___ Estimators	___ Specification Writers	___																							
___ Architects	___ Landscape Architects	___ Structural Engineers	___																							
___ Civil Engineers	___ Mechanical Engineers	___ Surveyors	___																							
___ Construction Inspectors	___ Planners: Urban/Regional	___	___																							
___ Draftsmen			___ Total Personnel																							

FIRM NAME:
PROJECT NUMBER:

<p>5. Does your firm qualify under one of the following:</p> <p>A. Female Owned Business Firm B. Labor Surplus Area Business Firm C. Minority Owned Business Firm D. Section 3 Business Firm E. Small Business Firm</p>	<p>6. Outside key consultants/associates anticipated for this project:</p>
<p>7. Brief Resume' of KEY Persons, Specialists, and Individual Consultants anticipated for this Project:</p>	
<p>a. Name and Title:</p>	<p>a. Name and Title:</p>
<p>b. Project Assignment:</p>	<p>b. Project Assignment:</p>
<p>c. Name of firm with which associated:</p>	<p>c. Name of firm with which associated:</p>
<p>d. Years experience: With this firm ____ With other firms _____</p>	<p>d. Years experience: With this firm ____ With other firms _____</p>
<p>e. Education: Degree(s)/Year/Specialization</p>	<p>e. Education: Degree(s)/Year/Specialization</p>
<p>f. Active Registration: Year first registered/Discipline</p>	<p>f. Active Registration: Year first registered/Discipline</p>
<p>g. Other experience and qualifications relevant to the proposed project:</p>	<p>g. Other experience and qualifications relevant to the proposed project:</p>

(a) FIRM NAME:

PROJECT NUMBER:

h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):	h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):
---	---

8. Work by firm which best illustrates current qualifications relevant to this project, in terms of overall business experience and capabilities, and producing satisfactory results in a scheduled time frame. (Add additional information on back page, if necessary). (List no more than four (4) projects.)

a. Project Name & Location	b. Nature of Firm's Responsibility:	c. Owner's Name & Address	d. Estimated Completion Time		e. Estimated Cost		f. Actual Fee Charged
			Actual Completion Time	Entire Project Cost:	Cost of Work for which firm was/is responsible:		
1.			/				
2.			/				
3.			/				
4.			/				

FIRM NAME:

PROJECT NUMBER:

9. Use this space to provide any additional information, or description of resources supporting your qualifications for the proposed project:

10. The foregoing is a statement of facts.

Date: _____

Signature: _____

Typed Name and Title

INFORMATION TO BE INCLUDED IN ARCHITECT/ENGINEERS CONTRACT AGREEMENT.

1. MAXIMUM COMPENSATION PARAGRAPH:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT WILL THE TOTAL AMOUNT OF COMPENSATION AND REIMBURSEMENT EXCEED THE MAXIMUM SUM OF \$ _____ FOR ALL SERVICES REQUIRED UNDER THIS PROJECT, UNLESS THE SCOPE OF WORK IS INCREASED BY THE CITY OF SCRANTON.

2. GENERAL TERMS & CONDITIONS:

TO BE ATTACHED TO ACKNOWLEDGED IN THE CONTRACT THAT THEY ARE A PART THEREOF.

3. SCHEDULE OF WHEN SERVICES WILL BE COMPLETED: TIME FOR PERFORMANCE:

THE ARCHITECT/ENGINEER WARRANTS AND ASSURES THE CITY OF SCRANTON THAT ALL WORK REQUIRED HEREIN WILL BE COMPLETED NO LATER THAN APRIL 30, 2018. THE PROJECT WILL BE BID FOLLOWING THE COMPLETION OF THE DESIGN PHASE.

AFFIRMATIVE ACTION CERTIFICATION

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

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 or 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.

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. 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.

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 factor shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that 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. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the 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.

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.

Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

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 _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does 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 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 certifications 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 _____

All responses must be received by 10:00 A.M. Eastern Time November 6, 2017. Questions should be submitted to either jreed@scrantonpa.gov or dbulzoni@scrantonpa.gov. Subject line of questions and/or responses should read: "City of Scranton Landscape Architect and Engineering Services".

THIS PROPOSAL MUST BE RECEIVED IN THE
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN
10:00 a.m.
November 6, 2017

TO THE ATTENTION OF:

Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue
2nd Floor
Scranton, PA 18504

NAME OF VENDOR: Reuther + Bowen, PC

CONTACT PERSON: David Lopatka, Director of Civil Engineering

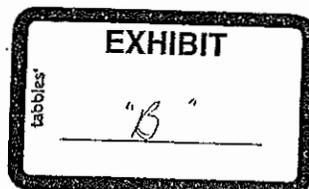
STREET ADDRESS: 326 Ward Street

CITY/STATE/ZIP: Scranton, PA 18512

TELEPHONE NUMBER: 570-496-7020

FAX NUMBER: 570-496-7021

EMAIL ADDRESS: dlopatka@reutherbowen.com



November 6, 2017

Ms. Roseann Novembrino, City Controller
City of Scranton
340 North Washington Avenue, 2nd floor
Scranton, PA 18504

RE: Response to RFP for Landscape Architect and Engineering Design Services - 2017
Linden Street Greenspace and Pocket Park Project

Dear Ms. Novembrino,

Reuther+Bowen, PC is pleased to respond to the City of Scranton Landscape Architect and Engineering Design Services - 2017 Linden Street Greenspace and Pocket Park Project. We trust that a review of the enclosed materials will demonstrate that we are highly motivated and qualified for this assignment .

As you review the enclosed documents, we would like to emphasize several items:

- R+B's in-house team is exceptionally qualified to perform the engineering services defined in the RFP. We offer a staff of 23 personnel including engineers covering a variety of engineering disciplines. We have teamed with Architerra Architecture as Landscape Architect for the project.
- We have a broad background in land development and implementing the project scope as prepared by the end user. Being the municipal engineers for four (4) municipalities as well as providing services to private developers, we have designed and constructed a number of trails and parks in Lackawanna County and the surrounding area. Also, we feel by teaming with a firm like Architerra Landscape Architects, whom has a deep history of developing numerous parks similar in size we feel our team is highly qualified and excited about working with the City on this project. With our office located in the Borough of Dunmore, we can provide an immediate response to on-site questions or clarifications before, during, and at the conclusion of the project. Reuther+Bowen fully understands the entire process from inception through project completion and final closeout. We have a complete understanding of the contract and welcome the opportunity assist the City of Scranton with the timely completion of this project.
- Finally, our team will be led by David Lopatka. Mr. Lopatka has 26+ years' experience with civil site design and has executed numerous projects for municipalities and townships throughout his career. He understands the needs and requirements of the City of Scranton.

Thank you for considering Reuther+Bowen, PC. If you have any questions, comments, or would like to schedule an interview to discuss our qualifications further, please contact me directly at 570-496-7020 x421.

Respectfully submitted,



David Lopatka
Director of Civil Engineering

TABLE OF CONTENTS

Section 1 Method of Approach

Section 2 Professional Advice Questionnaire

Section 3 Required Forms
Non-Collusion Affidavit, Cover Info Sheet, Compensation Form, Affirmative Action Certification, COIs, PA Small Business
Certification

Section 4 Team Project Experience

reuther+bowen
Engineering, Design, Construction Services

METHOD OF APPROACH

The Linden Street Greenspace and Pocket Park Project is a launching of key public improvements which will strengthen the City of Scranton's image through safer, aesthetically enhanced, and functionally improved corridor of movement along Linden Street. Currently Linden Street and its key intersections are in need of more consistently better means of traffic calming, pedestrian and bicyclist accommodation, stormwater management, and safety. These objectives can be achieved through the incorporation of better sidewalk, curb, and crosswalk design; the accommodation of American Disability Act standards; a design style for streetscape amenities including components such as signage, pedestrian scale lighting, seating elements, waste receptacles and bicycle racks; the consideration of landscaping, but only in a sustainable approach which must enhance the environmental and aesthetic quality of life for the residents and visitors to Scranton. All means for improvements should be proposed only after consideration of the role limited, but cost effective, maintenance strategies are identified and agreed upon. Words such as safety, quality, sustainability, and value are the keystone to a successful greenspace plan.

Our project team is no stranger to streetscape and pocket park projects having served the communities of Buffalo, Syracuse, Philadelphia, Easton, Allentown, Bethlehem, Rensselaer, Boyertown, Ardmore, Kingston, Carlisle, Gettysburg, and Coopersburg over the past four decades. It is our hope to share our empirical knowledge, combined with our regional local enthusiasm with you to make Scranton a better place to be.

During the initial 4 to 6 weeks of the project, our project team will work with and actively participate in key public meetings to solicit ideas from individuals, key user groups, including emergency services, civic service clubs, and municipal maintenance personnel. This is particularly key in multi-jurisdictional projects. The goal is to solicit input for the design of the image of the corridor and pocket park. Our project team's focus will concentrate on crosswalk, textural material and color options; hardscape materials; complementary landscape; site furnishing; lighting fixture character; and pedestrian oriented signage; curb, sidewalk, cartway, ADA requirements, stormwater management, vehicular area lighting, and enhanced safety. We will prepare "idea boards" for public consideration and digestion. A schematic design of the Linden Street corridor will be presented with several permutations of design alternatives for the pocket park. Schematic estimates of construction cost will also be generated for design recommendations.

Refinement of the schematic design will include several meetings with the City's designated project team (Lackawanna County, Scranton, Scranton Tomorrow, and others) and at least one meeting with the general public. As schematic thinking is refined so will our estimate of probable construction cost and level of detail. To better communicate visual representation of our thinking for Linden Street and the pocket park, the Reuther-Bowen team will generate two computer color graphics in perspective form. The purpose of this task is to refine all decisions with regard to design solutions and their estimated costs prior to construction document detailing.

Ultimately, construction bid documents will be prepared by our team and administration through constructed reality will be served by our team.

Reuther-Bowen's approach to design utilizes both innovation and practical knowledge gained with more than thirty years' of experience particularly with regards to urban design and construction observation. We are skilled in designing projects that remain within budget and result in constructed facilities. This is evident through our constructed projects featured on over 1,000 institutional, municipal, private, and public sites throughout Pennsylvania and the northeastern United States.

Reuther-Bowen's built designs and our returning clientele are a testament to our ability to furnish sustainable, quality, and budget-appropriate results. We extend our network and experience throughout each project to ensure value engineering of every step. Without the application of pragmatic wisdom, designs stalemate on paper. Our project team possesses the aptitude and proficiency to ensure the economically-sensible development of the Linden Street Greenspace and Pocket Park Project.

Section 2
Professional Advice Questionnaire

2

reuther+bowen
Engineering, Design, Construction Services

PROFESSIONAL ADVICE QUESTIONNAIRE

ARCHITECT/ENGINEER

Purpose: The purpose of this form is to provide information regarding the qualifications of interested firms in providing a specific professional service.

1. Project Name/Location for which firm is filing:

City of Scranton - Landscape Architect and Engineering Design Services.

2a. Public Advertisement

Announcement Date, if any:

2b. Identification Number, if any:

3. Firm Name & Address:

Reuther+Bowen, PC
326 Ward Street
Scranton, PA 18512

3a. Name, Title & Telephone Number of Principal to Contact:

Marc Bowen, PE
Managing Principal
570-496-7020 Ext. 407

3b. Address of office to perform work, if different from Item #3:

4. Personnel by Discipline:

2 Administrative
(Secretarial/Clerical)

___ Architects

6 Civil Engineers

___ Construction Inspectors

___ Draftsmen

___ Electrical Engineers

___ Estimators

___ Landscape Architects

___ Mechanical Engineers

___ Planners: Urban/Regional

___ Soils Engineers

___ Specification Writers

14 Structural Engineers

___ Surveyors

22 Total Personnel

FIRM NAME: Reuther+Bowen, PC

PROJECT NUMBER:

<p>5. Does your firm qualify under one of the following:</p> <p>A. Female-Owned Business Firm B. Labor Surplus Area Business Firm C. Minority Owned Business Firm D. Section 3 Business Firm <input checked="" type="radio"/> E. Small Business Firm</p>	<p>6. Outside key consultants/associates anticipated for this project:</p> <p>Architerra, PC Landscape Architect</p>
<p>7. Brief Resume' of KEY Persons, Specialists, and Individual Consultants anticipated for this Project:</p>	
<p>a. Name and Title:</p> <p>David Lopatka, Director of Civil Engineering</p>	<p>a. Name and Title:</p> <p>Thomas M. Voglino, Senior Civil Engineer</p>
<p>b. Project Assignment:</p> <p>Project Manager</p>	<p>b. Project Assignment:</p> <p>Civil Engineer</p>
<p>c. Name of firm with which associated:</p> <p>Reuther+Bowen, PC</p>	<p>c. Name of firm with which associated:</p> <p>Reuther+Bowen, PC</p>
<p>d. Years experience: With this firm <u>4</u> With other firms <u>24</u></p>	<p>d. Years experience: With this firm <u>2</u> With other firms <u>12</u></p>
<p>e. Education: Degree(s)/Year/Specialization</p> <p>Bachelor of Science in Business Administration, Wilkes University, 1990</p>	<p>e. Education: Degree(s)/Year/Specialization</p> <p>Bachelor of Science in Environmental Engineering, Wilkes University, 2004</p>
<p>f. Active Registration: Year first registered/Discipline</p> <p>N/A</p>	<p>f. Active Registration: Year first registered/Discipline</p> <p>2009, PA</p>
<p>g. Other experience and qualifications relevant to the proposed project:</p>	<p>g. Other experience and qualifications relevant to the proposed project:</p>

FIRM NAME: Reuther+Bowen, PC

PROJECT NUMBER:

<p>5. Does your firm qualify under one of the following:</p> <p>A. Female Owned Business Firm B. Labor Surplus Area Business Firm C. Minority Owned Business Firm D. Section 3 Business Firm <input checked="" type="radio"/> E. Small Business Firm</p>	<p>6. Outside key consultants/associates anticipated for this project:</p> <p>Architerra, PC Landscape Architect</p>
<p>7. Brief Resume' of KEY Persons, Specialists, and Individual Consultants anticipated for this Project:</p>	
<p>a. Name and Title:</p> <p>David E. Horn, Landscape Architect</p>	<p>a. Name and Title:</p> <p>Micah W. Mutschler, Landscape Architect</p>
<p>b. Project Assignment:</p> <p>Landscape Architect</p>	<p>b. Project Assignment:</p> <p>Landscape Architect</p>
<p>c. Name of firm with which associated:</p> <p>Architerra, PC</p>	<p>c. Name of firm with which associated:</p> <p>Architerra, PC</p>
<p>d. Years experience: With this firm <u>33</u> With other firms <u>7</u></p>	<p>d. Years experience: With this firm <u>2</u> With other firms <u>21</u></p>
<p>e. Education: Degree(s)/Year/Specialization</p> <p>Bachelor of Science in Landscape Architecture, State University of New York</p>	<p>e. Education: Degree(s)/Year/Specialization</p> <p>Bachelor of Science in Landscape Architecture, Penn State University,</p>
<p>f. Active Registration: Year first registered/Discipline</p> <p>Pennsylvania 1981, Landscape Architect</p>	<p>f. Active Registration: Year first registered/Discipline</p> <p>Pennsylvania 2002, Landscape Architect</p>
<p>g. Other experience and qualifications relevant to the proposed project:</p>	<p>g. Other experience and qualifications relevant to the proposed project:</p>

(a) FIRM NAME: Reuther+Bowen, PC

PROJECT NUMBER:

h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):

h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):

8. Work by firm which best illustrates current qualifications relevant to this project, in terms of overall business experience and capabilities, and producing satisfactory results in a scheduled time frame. (Add additional information on back page, if necessary). (List no more than four (4) projects.)

a. Project Name & Location	b. Nature of Firm's Responsibility:	c. Owner's Name & Address	d. Estimated Completion Time	e. Estimated Cost		f. Actual Fee Charged	
				Actual Completion Time	Entire Project Cost:		Cost of Work for which firm was/is responsible:
1. Lehigh Gorge State Park, New Public Access Area, White Haven, PA	Prime consultant responsible for coordination of the entire project.	PA DCNR Rachel Carson State Office Building 400 Market Street Harrisburg, PA 17105	Fall 2018		\$4.2 Million	\$4.2 Million	\$300,000
2. Penn State Abington / Abington School District, Memorial Field, Montgomery County, PA	Sub-consultant Civil Engineering and Inspection.	Abington School District Mr. Steve Saile 97 Highland Ave. Abington, PA 19001	Spring 2015	Spring 2015	\$2.5 Million	\$1.15 Million	\$60,000
3. Penn State Hazleton / Soccer Field and Running Trail Luzerne County, PA	Sub-consultant Civil Engineering and Inspection.	Penn State University Mr. Michael Morrison 76 University Drive, Hazleton, PA 18202	Spring 2016	Fall 2017		\$700,000	\$35,000
4. McHale Park** Boundless Playground Dunmore, PA	Civil Engineering and Inspection.	Dunmore Borough 400 Blakely Street Dunmore, PA 18512	Spring 2007	Summer 2007	\$300,000	\$300,000	\$32,000

** completed with another firm .

FIRM NAME: Reuther+Bowen, PC

PROJECT NUMBER:

9. Use this space to provide any additional information, or description of resources supporting your qualifications for the proposed project:

Our experience in civil engineering covers a wide range of project specializations, including land development design and permitting for commercial, institutional and residential buildings, highways and industrial parks, corporate center site planning, municipal engineering, stormwater management, flood protection, subdivisions and outdoor sports and recreation facilities. We have the experience to take your project from start to finish, with integration of site data from the initial collection of survey information through base mapping, design and development of construction documents. We have the capabilities to conduct site specific evaluations related to grading, drainage and access issues. Our extensive knowledge of zoning, utility issues and environmental regulations contribute to a comprehensive offering of services that can accommodate the needs of any size project.

10. The foregoing is a statement of facts.

Date: 11/3/2017

Signature: _____



David Lopatka, Director of Civil Engineering

Typed Name and Title

Section 3
Required Forms

3

reuther+bowen
Engineering, Design, Construction Services

NON-COLLUSION AFFIDAVIT

I David Lopatka, the Director of Civil Engineering
(NAME) (TITLE)

OF Reuther+Bowen, PC, certify and make this affidavit
(VENDOR, COMPANY, AGENCY)

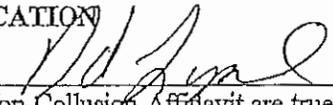
on behalf of my company agency, or brokerage and its owners, directors, and officers that I am the person responsible for the pricing quoted in this proposal for the City of Scranton to which this affidavit forms a part.

I, by my signature on this form, certify that:

1. That the pricing reflected in this proposal have been arrived at independently and without outside influence, communications, or collusion from any other bidder, potential bidder, or disqualified bidder.
2. That the pricing contained in this proposal has not been disclosed to or discussed with any other bidder, potential bidder, or disqualified bidder.
3. That no influence, extortion, or collusion has been used to restrain or prevent any person, firm, company, or organization from participating in or responding to this request for proposal by the City of Scranton.
4. That this proposal is being made free and clear of any collusive activity or inducement to submit this as a non-competitive proposal for the purpose of complementary bidding to make another proposal appear to be lowest.

I understand that by signing this form I acknowledge that the above representations are material to, form a part of, and will be relied upon in the awarding of a contract by the City of Scranton for which this proposal is being submitted. I further understand fraudulent concealment of the true facts pertinent to the submission of this affidavit shall subject such vendor, company, or agency to penalties of law and permanent banning of bidding, subcontracting or providing any and all current and future materials, equipment, services or projects required by the City of Scranton.

VERIFICATION

I, , hereby state that the facts contained in the within the foregoing Non-Collusion Affidavit are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa. C. S. A. Section 4904 relating to unsworn falsification to authorities.

INFORMATION TO BE INCLUDED IN ARCHITECT/ENGINEERS CONTRACT AGREEMENT.

1. MAXIMUM COMPENSATION PARAGRAPH:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT WILL THE TOTAL AMOUNT OF COMPENSATION AND REIMBURSEMENT EXCEED THE MAXIMUM SUM OF \$ 23,450.00 FOR ALL SERVICES REQUIRED UNDER THIS PROJECT, UNLESS THE SCOPE OF WORK IS INCREASED BY THE CITY OF SCRANTON.

2. GENERAL TERMS & CONDITIONS:

TO BE ATTACHED TO ACKNOWLEDGED IN THE CONTRACT THAT THEY ARE A PART THEREOF.

3. SCHEDULE OF WHEN SERVICES WILL BE COMPLETED: TIME FOR PERFORMANCE:

THE ARCHITECT/ENGINEER WARRANTS AND ASSURES THE CITY OF SCRANTON THAT ALL WORK REQUIRED HEREIN WILL BE COMPLETED NO LATER THAN APRIL 30, 2018. THE PROJECT WILL BE BID FOLLOWING THE COMPLETION OF THE DESIGN PHASE.

AFFIRMATIVE ACTION CERTIFICATION

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

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 or 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.

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. 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.

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 factor shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that 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. Bidder shall comply with all state and federal laws prohibiting

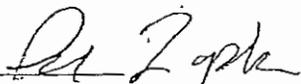
CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does 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 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 certifications in his files.

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

DATE November 3, 2017

Reuther+Bowen, PC
(Name of Bidder)

BY David Lopatka 

Title Director of Civil Engineering

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the 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.

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.

Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

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.

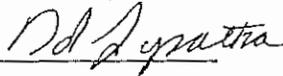
Date November 3, 2017

Reuther+Bowen, PC

(Name of Bidder)

By

Dave Lopatka



Title

Director of Civil Engineering



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/2/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		CONTACT NAME: Kevin Esler PHONE (A/C No, Ext): (201) 262-1200 FAX (A/C, No): (201) 262-7810 E-MAIL ADDRESS: certs@fenner-esler.com	
INSURED Reuther+Bowen, P.C. 326 Ward Street Dunmore PA 18512-2424		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty & Surety Co. of	NAIC # 31194
INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** Master 17-18 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROFESSIONAL LIABILITY			105583317	3/18/2017	3/18/2018	PER CLAIM LIMIT	\$5,000,000
							AGGREGATE LIMIT	\$5,000,000

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

RE: Landscape Architect and Engineerig Design Services - 2017 Linden Street Greenspace and Pocket Park Project

CERTIFICATE HOLDER

City of Scranton
 City Controller
 34 North Washington Avenue
 2nd Floor
 Scranton, PA 18504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kevin Esler/JEAN

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/3/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kincel & Company, Ltd. 1100 Dunham Drive P O Box 280 Dunmore, Pennsylvania 18512	Phone : (570)961-8731 Fax : (570)961-0520	CONTACT NAME: Jennifer Hlavaty PHONE (A/C, No, Ext): (570)961-8731 E-MAIL ADDRESS: jennifer_hlavaty@kincel.com	FAX (A/C, No): (570)961-0520
	INSURED Reuther + Bowen PC 326 Ward Street Dunmore, PA 18512		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company Of South Carolina INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 3292 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S 2243655	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/DP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			S 2243655	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S 2243655	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	WC90366439	9/1/2017	9/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Holder's Nature of Interest : Certificate Holder City of Scranton 340 North Washington Avenue Scranton, PA 18503	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

NOTICE OF SMALL BUSINESS SELF-CERTIFICATION



pennsylvania

DEPARTMENT OF GENERAL SERVICES

The Department is pleased to announce that

REUTHER & BOWEN PC DBA REUTHER

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, with the following designation:

BUSINESS TYPE(s): Design

CERTIFICATION NUMBER: 375885-2014-02-SB

CERTIFICATION TYPE: Small Business

ISSUE DATE: 02/20/2014

EXPIRATION DATE: 02/20/2018

RECERTIFIED DATE: 2/20/2017

A handwritten signature in black ink, appearing to read 'C. Topper', positioned above a horizontal line.

Curtis M. Topper, Secretary
Department of General Services
Commonwealth of Pennsylvania

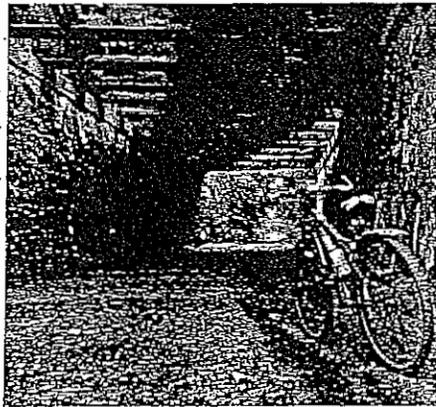
Section 4
Related Project Experience

4

reuther+bowen
Engineering, Design, Construction Services

Lehigh Gorge State Park, New Public Access Area White Haven, PA

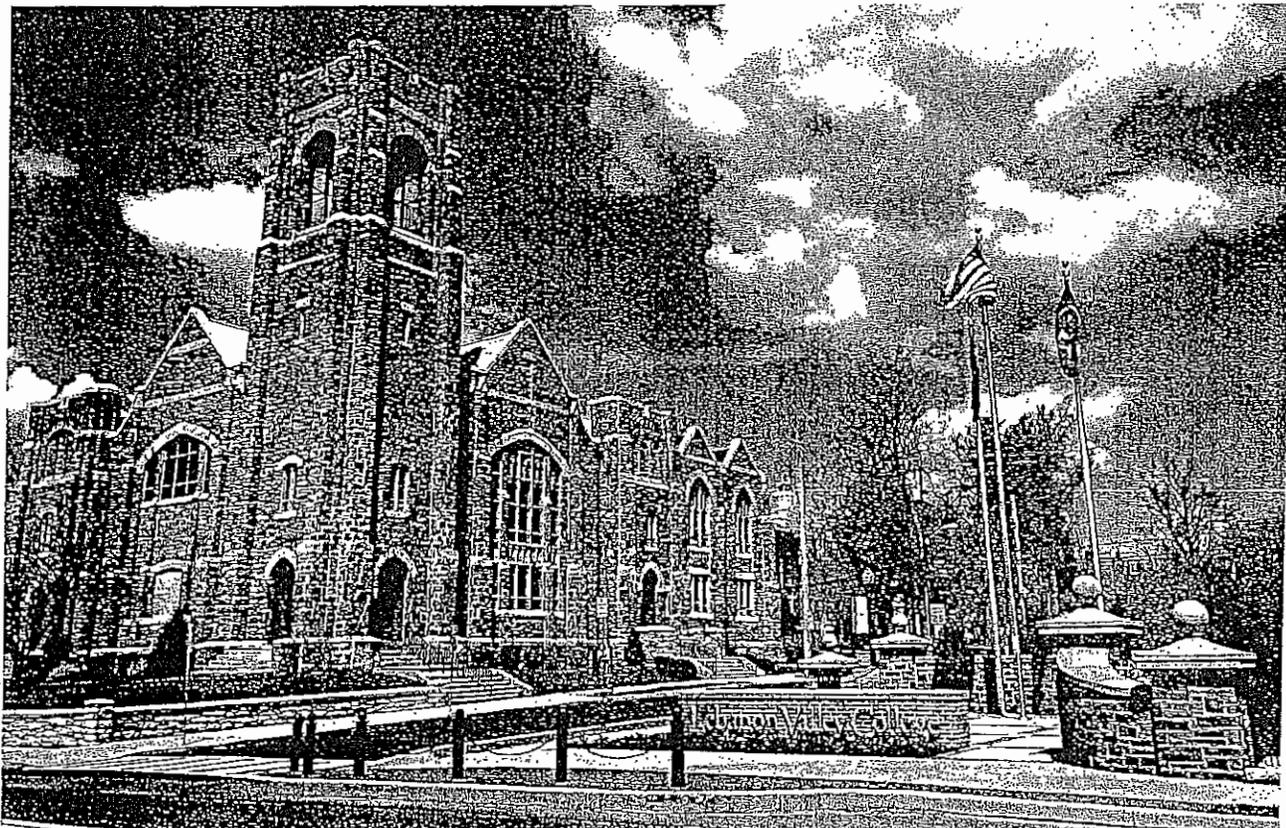
Prime civil engineering services for a new public access area at this PA State Park in White Haven, Luzerne County. The \$3.26 million project for PA DCNR is funded through PA's Department of General Services and includes nearly 1.5 miles of new roadway connecting SR 940 with the town of White Haven. It also offers access to boat launch sites on the Lehigh River, walking and biking trails, vehicle and pedestrian bridges, a changing facility, and onsite parking.





LEBANON VALLEY COLLEGE
EAST GATE
Annville, Pennsylvania

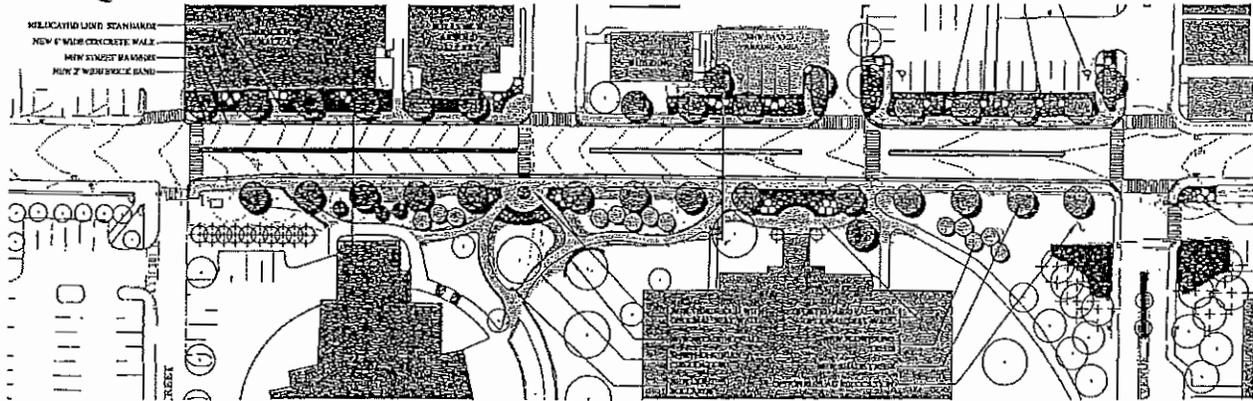
In a collaborative effort with Spillman Farmer Architects, **Architerra** designed several concepts for a new threshold and visitor parking area for Lebanon Valley College. Situated along a primary vehicular route, the college's East Gate presented an opportunity to strengthen a visitor's sense of arrival and define the campus edge from adjacent residential properties. **Architerra** created a welcoming gathering space with seating, flag poles, landscaping, identification signage, and a campus directory. Pedestrian safety was addressed through enhancing crosswalks, adding bollards, and updating sidewalks with handicapped accessibility standards. With limited space for the entrance threshold, angled parking was designed to efficiently accommodate visitors. A landscaping strategy creatively handled buffering of residential properties, while presenting seasonal interest throughout the year.



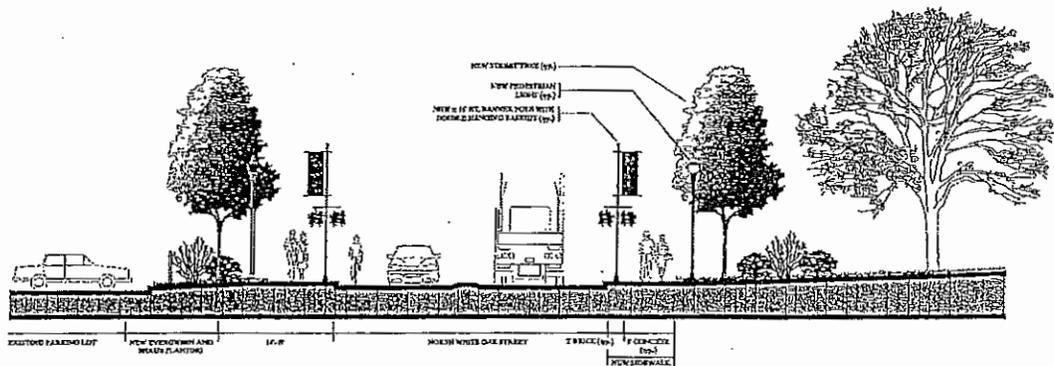
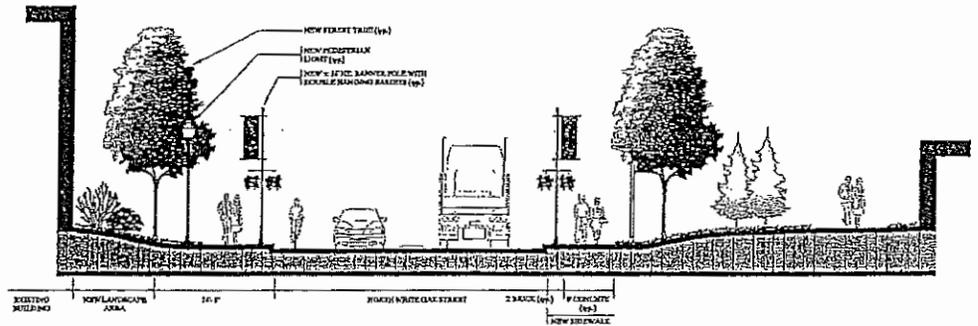


LEBANON VALLEY COLLEGE
 NORTH WHITE OAK STREET
 Annville, Pennsylvania

architerra, pc.



Lebanon Valley College approached Architerra to redefine the main vehicular and pedestrian corridor along the western edge of campus. As a primary vehicular access route through the town of Annville, Pennsylvania, this street presented an opportunity to highlight the College's identity and create a true sense of arrival to visitors and those simply passing through. This route also presented the challenge of ensuring pedestrian safety with the high volume of traffic experienced. Architerra evaluated existing conditions, assessing pedestrian crossings, grades and slopes, tree canopies, and site character. With this information, Architerra developed a design which not only updated crosswalks and curbing to be compliant with handicapped accessibility standards, but also unified campus identity through a new tree allée, new banners, lighting, paving patterns, and a new seating area with campus signage. In accordance with PENNDOT, Architerra also incorporated a central median within the street to slow traffic and encourage a safer relationship between vehicular and pedestrian traffic.





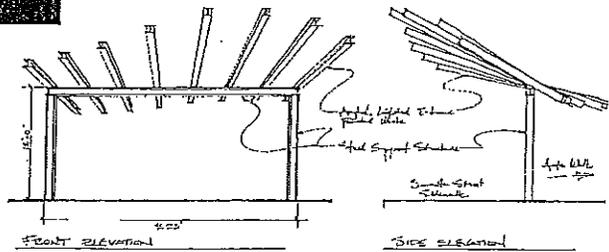
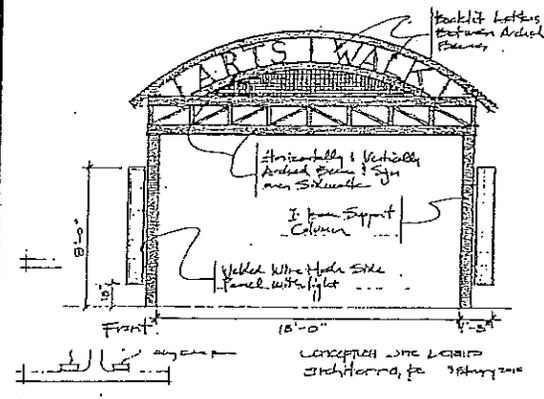
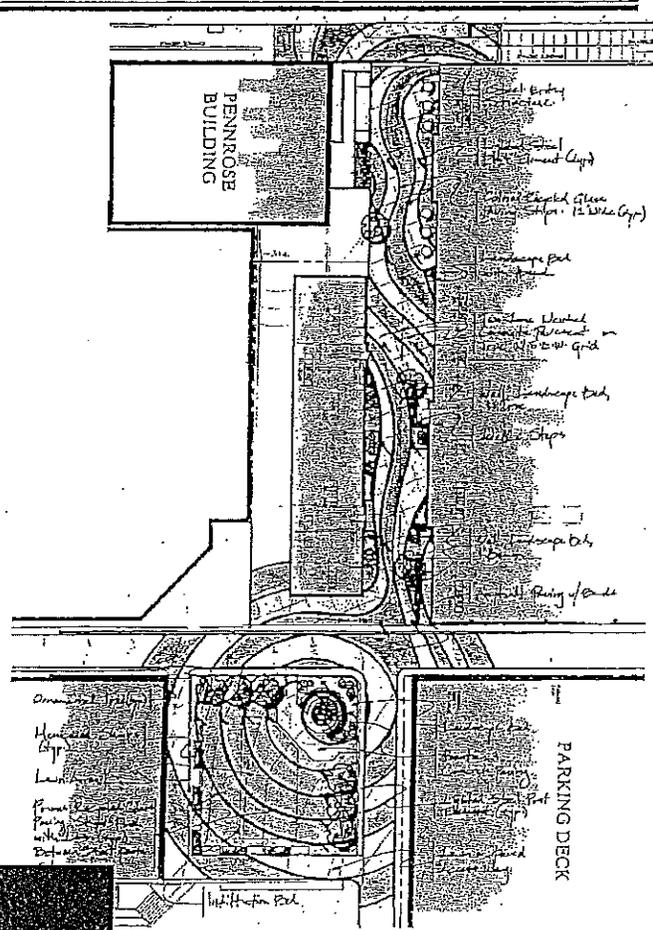
architerra, pc.

ARTSWALK
CITY OF ALLENTOWN
Allentown, Pennsylvania

Architerra generated multiple creative concepts for the ArtsWalk in Center City Allentown. The primary concept that emerged involved colorful paving patterns leading visitors playfully through the space. An arching threshold presents an enticing welcome upon entering the walk.

Architerra strategically positioned retaining walls and landscape gardens to not only accommodate grade changes, but also to soften the scale and visual transition of the tall adjacent buildings. Architerra also explored the idea of a kinetic sculptural wall, which subtly moves with the wind, mounted on the building façade.

This project was installed as a catalyst in a downtown beatification effort with mixed uses including apartment housing, offices, retail stores, and restaurants.





HAMILTON STREET MALL STREETScape Allentown, Pennsylvania

architerra, pc.



Hamilton Street in downtown Allentown has undergone many transitions from the early urban mall days of the 1970's.

Architerra has played a key role in renovations to Hamilton Mall, an eight block mall of streetscape improvements through the central business district.

Architerra's role in assisting a local architectural firm was in hardscape design, construction detailing, and plant material design. In this regard, the Hamilton Square area was transformed by the use of water features, pavers, pavement patterns, plantings, banners, and

overall seasonal applications of color. Detailing of the improvements focused upon a variety of pedestrian and vehicular traffic, extreme seasonal, climatic influences, and overall longevity.

Due to the size of adjacent buildings and the shade patterns they create, two extreme microclimates coexisted on opposite sides of the same street causing careful consideration in the selection of plant material.

This project was implemented with phased construction in 1988-1992.

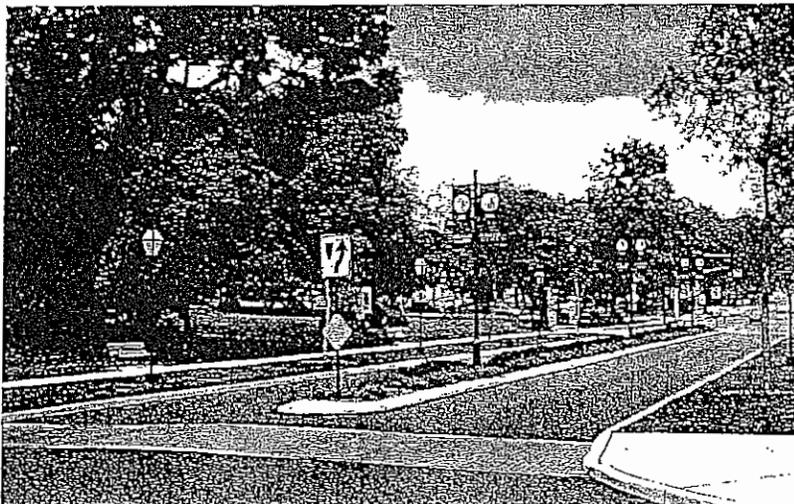
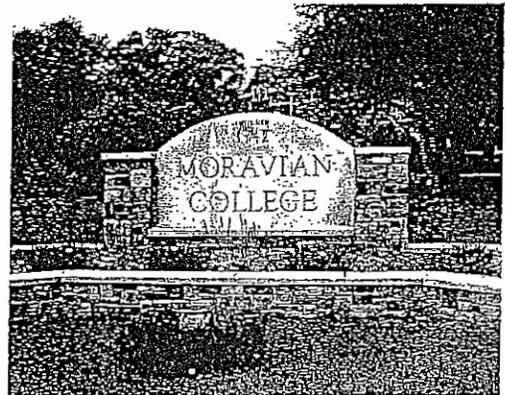
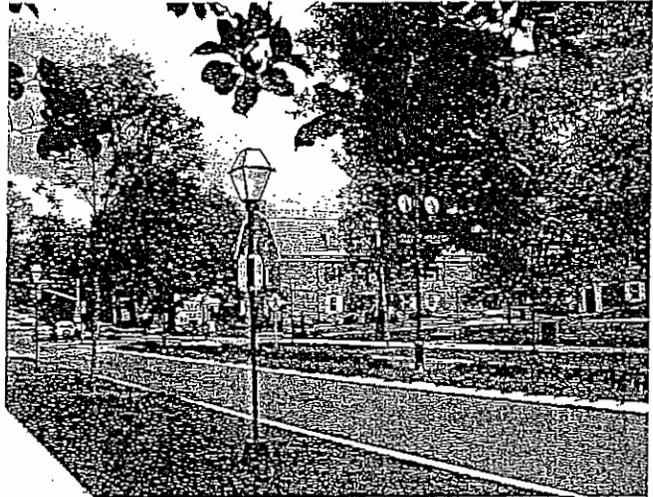


BETHLEHEM NORTH MAIN STREET MORAVIAN COLLEGE STREETScape Bethlehem, Pennsylvania



One of the six original colleges established in the United States, Moravian College, was faced with an identity crisis. The perceived image of their campus appeared lost in the spacious neighborhood of north Bethlehem. Drawing from the historical character of Moravian College, Architerra developed a sense of identity and arrival within the college neighborhood. This involved the development and integration of a campus-wide signage program, including a major identification sign design, and the development of other streetscape components to unify the campus and establish a key "arrival threshold." In doing so, a two-block segment of North Main Street was reconfigured to include a landscaped median. This achieved a number of objectives affiliated with the project.

1. It served as a traffic calming device, without reducing the number of traffic lanes.
2. It provided an attractive and unique area of the neighborhood streetscape, thereby communicating a sense of arrival to the Moravian College campus.
3. It initiated a more formal identification of the "Moravian Mile". A segment of Main Street connecting the two campuses of Moravian College within the City of Bethlehem.



Success of the project was contingent upon material selection, planting design for year-round interest, and coordination through the City of Bethlehem Engineering Department.



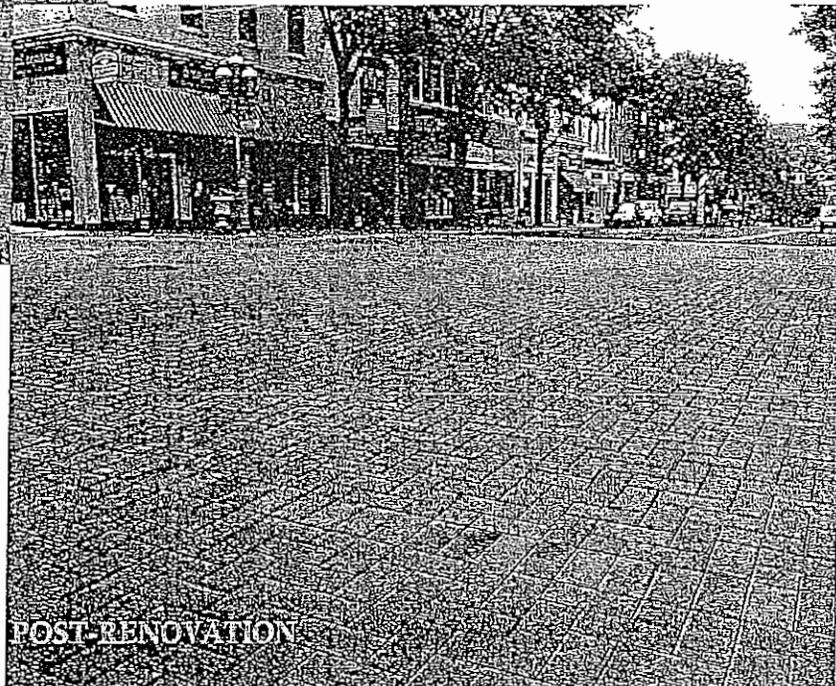
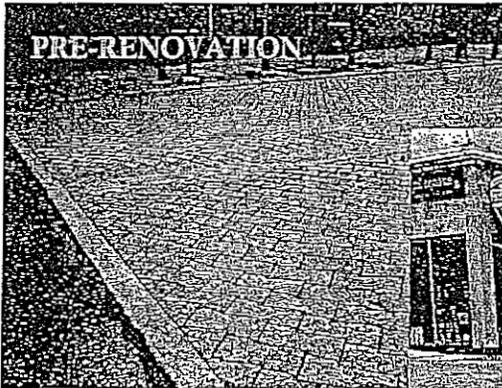
BETHLEHEM HISTORIC DISTRICT STREETSCAPE Bethlehem, Pennsylvania

architerra, pc.

In historic downtown Bethlehem, Architerra was able to achieve what two previous engineering consultants were not: successfully develop a hardscape construction detail which provided historic character unique to the business district with the functional integrity required to withstand heavy traffic. To achieve this, **Architerra** needed to “hard sell” the City Engineering Department and the members of the downtown historic review board. Careful selection of hardscape materials in terms of shape, color, and texture was required. The development of a cross sectional, construction detail was key so that horizontal or vertical movement of the pavers would not occur. Add to this a tight budget and tighter window for construction implementation and you have the makings of a complicated, challenging, and high profile project, which is what **Architerra**



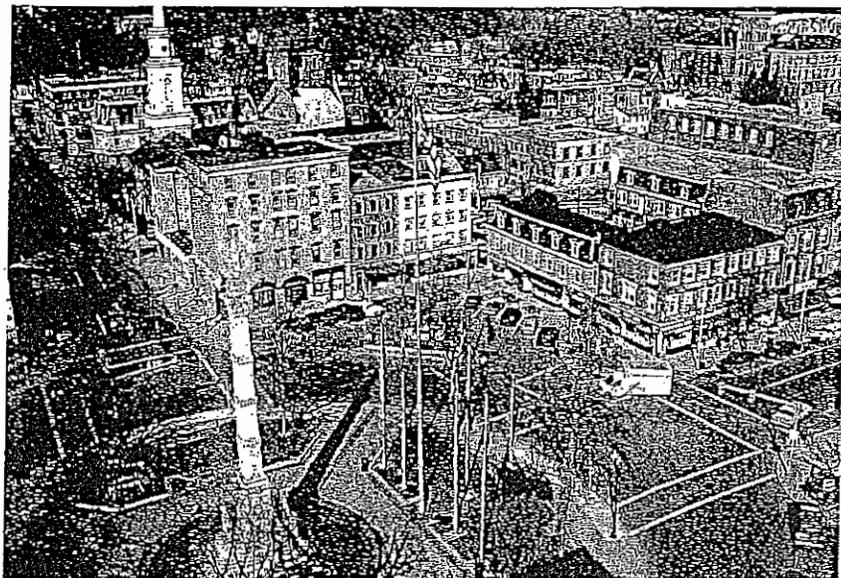
thrives on. This project was successfully implemented in 2000, weeks before millions of visitors ascended upon downtown Bethlehem for its annual Musikfest celebration.



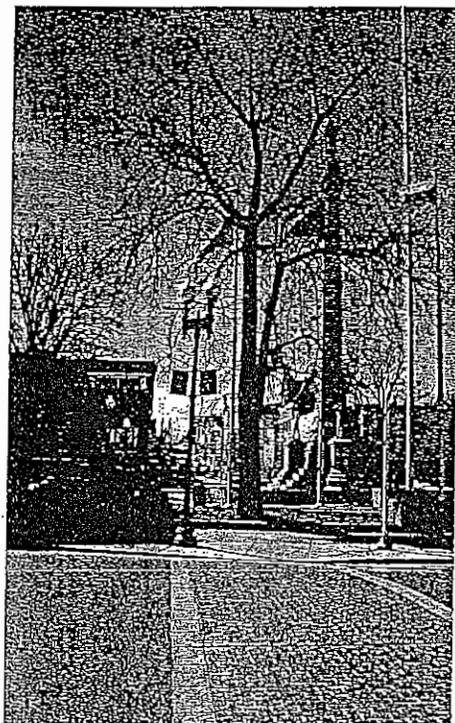


EASTON CENTER SQUARE Easton, Pennsylvania

architerra, pc.

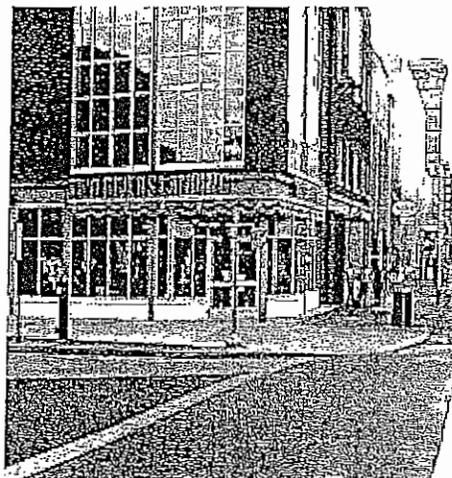


Historic Center Square in downtown Easton, Pennsylvania is the core of the city's vitality and image. Urban renovation over recent years has included the development of Two Rivers Landing, The Crayola Factory, the relocation of the city's administrative offices, and numerous shops and restaurants. **Architerra** redesigned the streetscape in the southwest quadrant of Center Square in 1999. This included the development of



new traffic patterns, the creation of a new sense of arrival, visitor drop-off, and bus parking for the new Two Rivers Landing and Crayola Factory visitor attractions. In developing a design and construction implementation strategy, **Architerra** successfully dealt with concerns relative to historic context, access to established businesses during construction, non-disruptive traffic flow, and the effect of heavy duty traffic volumes on construction detailing. Amenities such as patterned, colored concrete, street lighting, flag poles, and landscaping were orchestrated into a harmonious destination within Center Square. Complicating design and construction were uncharted, antiquated utilities and vaults under sidewalks.

Nonetheless, the success of this project was a catalyst for continued streetscape and crosswalk improvements to the other corners of the square, as well.





THE PENNSYLVANIA STATE UNIVERSITY
CAMPUS GARDEN RENOVATION
Hazleton, Pennsylvania

Located prominently near the iconic Nittany Lion shrine on the Penn State Hazleton campus, the Dr. Lil Junas Garden is a high-visibility space. Historically, the garden was known as an opportunistic space for graduation photographs. In 2014, the garden was in need of



renovation, as plantings had matured, out-growing their space. An existing fountain had also fallen into disrepair. With the support of an outside donor, The Pennsylvania State University entrusted Architerra to revive the garden as a central gathering and event space. In collaboration with the University, **Architerra** devised several conceptual plans which progressed into a single plan, and ultimately



construction documents. The University wished to provide a grassy space for hosting tented events, while also increasing accessibility and circulation by adding a hardscape path. Existing stone work, including a stone archway, was uncovered from overgrown vegetation, and

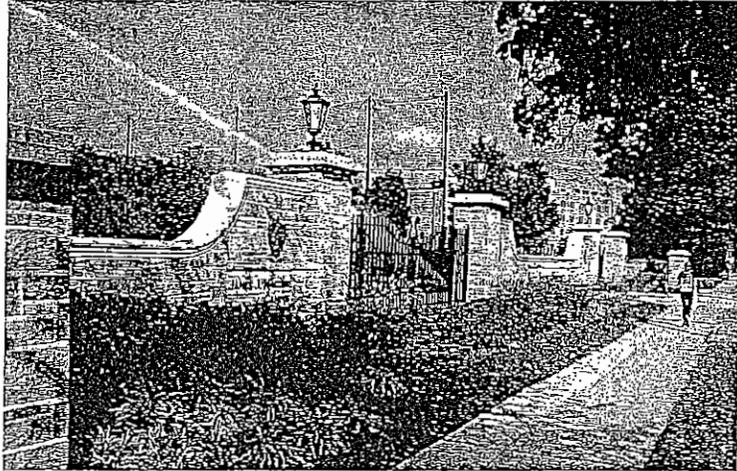


highlighted throughout the garden. A new fountain was designed and installed and an existing navy bell was removed and relocated to be featured elsewhere on campus. Large existing Yew shrubs were pruned as an architectural accent. **Architerra** also introduced a fresh perennial and shrub palette for year-round seasonal interest. The garden's purpose is reinvigorated and now stands as a strong, iconic gathering space for students, staff, and visitors.



SAINT JOSEPH'S UNIVERSITY
FURMAN WALK
Philadelphia, Pennsylvania

architerra, pc.



Saint Joseph's University stands as a welcoming campus to Philadelphia's Main Line. This was solidified when the Maguire Campus was recently added to Saint Joseph's University. As a former, private high school campus, this site was more than opportunistic as a perfect complement to the University's campus across City Avenue. With the task of upgrading facilities and the new Maguire Campus aesthetic, the University invited Architerra to

enhance the design to the main student entrance at Furman Walk, as part of a larger project, which included site-wide landscape improvements, involving stormwater management plantings, and three new synthetic turf athletic facilities.

Architerra designed and detailed the paving pattern for the long, linear walkway and developed a planting plan that provides visual interest throughout all four seasons. This low maintenance solution was created in coordination with grounds staff to select and develop a preferred planting palette.

Furman Walk is a gateway connection for students, faculty, and visitors that is a visual representation of the academic and aesthetic excellence Saint Joseph's University portrays throughout its campus experience.

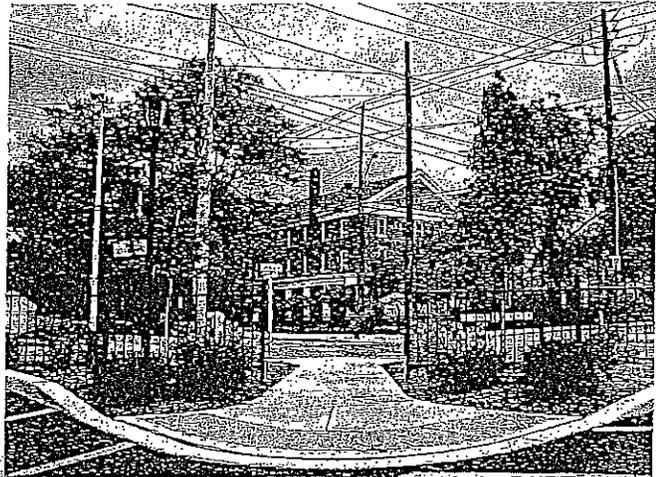


WYOMING SEMINARY
MARKET STREET PARKING
Kingston, Pennsylvania



As part of a larger campus planning effort, Wyoming Seminary sought methods for increasing off-street parking opportunities on their landlocked, urban campus. The school purchased dilapidated neighboring properties with the intent of creating parking, particularly for nearby administrative offices. Architerra analyzed site feasibility and developed conceptual designs leading to construction documents for a new parking lot. Site challenges included landscape buffering of residential properties, and maximizing parking opportunities in an aesthetically pleasing manner on the 'L' shaped site. The design addressed

handicapped accessibility of parking and pedestrian crosswalk connections. Ornamental fencing, lighting, street tree replacement, and landscaping were strategically incorporated throughout the design. Architerra meticulously extended the formal, historic flavor of the campus into this Market Street parking lot.

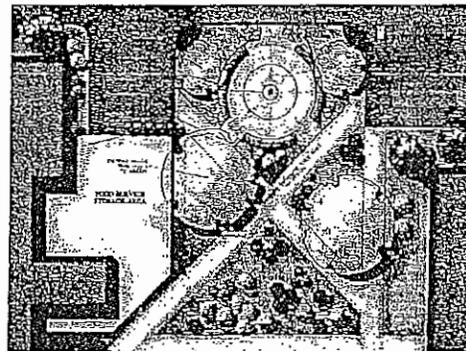
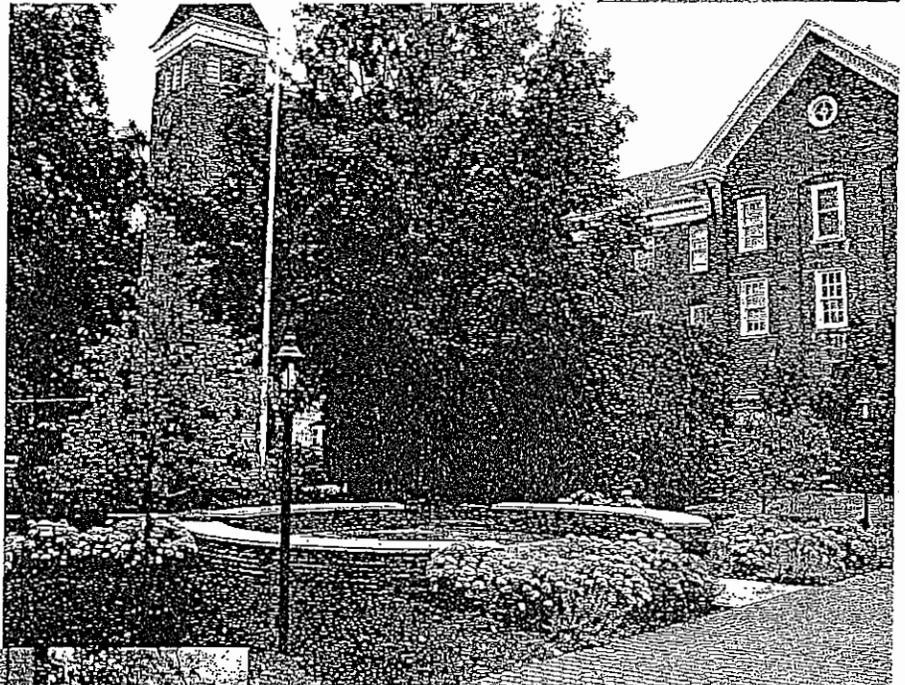
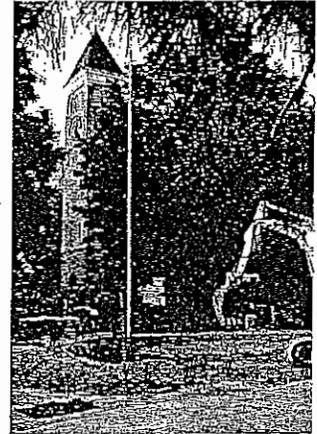




architerra, pc.

WYOMING SEMINARY
STUDENT CIRCLE
Kingston, Pennsylvania

Wyoming Seminary is the oldest coeducational college preparatory school in Northeastern Pennsylvania. After years of employing and collaborating with their alumni, Architerra was professionally engaged to assist "Sem" in the design and construction documentation of the class gifts for 2003-2005. In this regard, students selected a prominent space on campus, the flagpole hub, as a site for a small outdoor plaza. Architerra's focus was to develop an outdoor space, versatile in uses ranging from outdoor classroom to small scale individual reflection for implementation by both students and alumni. Situated between such campus landmarks as the bell tower and the quadrangle, this new outdoor space integrates seasonal landscaping and hardscape design within the context of existing trees and plaza furnishings. On a more practical level, aspects of the new plaza also serve as a service area for occasional delivery vehicles visiting the nearby physical plant and dining hall. The result is a rather unique exterior space, as diverse as the students who attend the Wyoming Seminary.





DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

June 29, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
JUL 02 2018
OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH REUTHER + BOWEN, PC FOR CITY OF SCRANTON LANDSCAPE ARCHITECT/ENGINEERING DESIGN SERVICES -LINDEN STREET GREENSPACE AND POCKET PARK PROJECT.

Respectfully,

Jessica Eskra (s)
Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

RE-APPOINTING SHAWN WALSH, 2821 CEDAR AVE., SCRANTON, PENNSYLVANIA, 18505, AS A MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. WALSH'S TERM EXPIRED ON JULY 1, 2018 AND HIS NEW TERM WILL EXPIRE ON JULY 1, 2023.

WHEREAS, Shawn Walsh's term as a member of the City of Scranton Board of Zoning Appeals expired on July 1, 2018; and

WHEREAS, Shawn Walsh was appointed by Resolution No. 25, 2013 to replace Mary Ann Wardell whose term expired on July 1, 2013; and

WHEREAS, the Council of the City of Scranton desires to re-appoint Shawn Walsh to a five (5) year term.

NOW, THEREFORE, BE IT RESOLVED BY SCRANTON CITY COUNCIL THAT Shawn Walsh, 2821 Cedar Ave., Scranton, Pennsylvania, 18505 is hereby re-appointed to the City of Scranton's Zoning Board of Appeals with said term to commence on July 2, 2018 and expire on July 1, 2023.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

RESOLUTION NO. _____
2018

APPOINTMENT OF PAUL MARCKS, 724 GIBBONS STREET, SCRANTON, PENNSYLVANIA, 18505 AS A MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. MARCKS WILL REPLACE ALAN O'NEILL WHOSE TERM EXPIRED ON JULY 1, 2018. MR. MARCKS' TERM WILL COMMENCE ON JULY 2, 2018 AND EXPIRE ON JULY 1, 2023.

WHEREAS, Alan O'Neill served as a member of the City of Scranton Board of Zoning Appeals appointed by Resolution No. 24, 2013; and

WHEREAS, Alan O'Neill's expired term creates a vacancy on the Board of Zoning Appeals; and

WHEREAS, the Council of the City of Scranton desires to fill that vacancy with the appointment of Paul Marcks to a five (5) year term.

NOW, THEREFORE, BE IT RESOLVED BY SCRANTON CITY COUNCIL
THAT Paul Marcks, 724 Gibbons Street, Scranton, Pennsylvania, 18505 is hereby appointed as a member to the City of Scranton's Zoning Board of Appeals with said term to commence on July 2, 2018 and expire on July 1, 2023.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

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