

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
**September 8, 2020**  
**6:30 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 EMERGENCY DECLARATION ISSUED BY MAYOR PAIGE G. COGNETTI RECEIVED AUGUST 28, 2020 REGARDING THE AUGUST 23RD CYBER-ATTACK.  
[Emergency Declaration by Mayor Cagnetti re 8-23-2020 Cyber Attack.pdf](#)
  - 3.B CORRESPONDENCE RECEIVED FROM THE OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT DATED AUGUST 31, 2020 REGARDING COVID-19 REIMBURSEMENTS THROUGH LACKAWANNA COUNTY CARES ACT FUNDING.  
[Correspondence received from OECD dated 8-31-2020 re COVID-19 Reimbursements.pdf](#)
  - 3.C CORRESPONDENCE RECEIVED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY DATED JULY 29, 2020 REGARDING REVALIDATED LETTERS OF MAP CHANGE FOR THE CITY.  
[Correspondence received from FEMA dated 7-29-2020.pdf](#)
  - 3.D RESUME RECEIVED FROM SCRANTON MUNICIPAL RECREATION AUTHORITY APPOINTEE.  
[Resume of Scranton Municipal Recreation Authority Appointee.pdf](#)
  - 3.E LETTER OF RESIGNATION FROM ETHICS BOARD MEMBER MARY JO SHERIDAN.

[Resignation Letter Ethics Board Member.pdf](#)

- 3.F SINGLE TAX OFFICE CITY FUNDS DISTRIBUTED COMPARISON REPORT  
2019-2020 YEAR TO DATE AUGUST 31, 2020.

[Single Tax Office City Funds Distributed August 2019-2020.pdf](#)

- 3.G MINUTES OF THE REGULAR MEETING OF THE SCRANTON REDEVELOPMENT  
AUTHORITY HELD AUGUST 5, 2020.

[Scranton Redevelopment Authority Meeting Minutes 08-05-2020.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 – A RESOLUTION – AUTHORIZING THE MAYOR AND  
OTHER APPROPRIATE CITY OFFICIALS TO ENTER INTO A COOPERATION  
AGREEMENT WITH LACKAWANNA COUNTY FOR REIMBURSEMENT FOR COVID-19  
RELATED EXPENSES UNDER THE CORONAVIRUS AID, RELIEF, AND  
ECONOMIC SECURITY ACT (CARES ACT), PUBLIC LAW 116-136, AND MORE  
PARTICULARLY, GRANT MONIES MADE AVAILABLE THROUGH THE COVID-19  
COUNTY RELIEF BLOCK GRANT PROGRAM.

[Resolution-2020 Co-op agreement with Lacka Cty for COVID-19  
Related Expenses.pdf](#)

- 5.C FOR INTRODUCTION – A RESOLUTION – APPROVING, IN ACCORDANCE WITH  
SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS  
AMENDED, A PLAN OF FINANCING OF THE SCRANTON-LACKAWANNA HEALTH  
AND WELFARE AUTHORITY AND DECLARING THAT IT IS DESIRABLE FOR  
THE HEALTH, SAFETY AND WELFARE OF THE PEOPLE OF THE CITY OF  
SCRANTON FOR THE SCRANTON-LACKAWANNA HEALTH AND WELFARE

AUTHORITY TO UNDERTAKE A PROJECT FOR SCRANTON PREPARATORY SCHOOL.

[Resolution-2020 Financing SLH&WA for Scranton Prep School Project.pdf](#)

- 5.D FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH BARRY ISETT & ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2020 ROADWAY IMPROVEMENT PROJECT.

[Resolution-2020 Contract with Barry Isett & Assoc. 2020 Roadway Improvement Project.pdf](#)

## 6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 20,2020 – AN ORDINANCE – APPROVING AND ACCEPTING THE CITY OF SCRANTON CAPITAL BUDGET FOR THE YEAR 2021 PURSUANT TO SECTION 904 OF THE CITY’S HOME RULE CHARTER.

[Ordinance-2020 Capital Budget 2021.pdf](#)

- 6.B READING BY TITLE - FILE OF THE COUNCIL NO. 21, 2020 – AN ORDINANCE – AN ORDINANCE AUTHORIZING THE CITY OF SCRANTON TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF LACKAWANNA AND THE COUNTY OF LACKAWANNA TAX CLAIM BUREAU, WHEREBY THE RESPONSIBILITY AND RIGHT TO COLLECT DELINQUENT REAL ESTATE TAXES FROM THE CITY OF SCRANTON SHALL BE TRANSFERRED FROM THE CITY OF SCRANTON TO THE LACKAWANNA COUNTY TAX CLAIM BUREAU.

[Ordinance-2020 Intergovernmental Agreement with Lacka County Tax Claim Bureau.pdf](#)

## 7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION – RESOLUTION NO. 52, 2020 – APPOINTMENT OF MARY BETH MIKOLAYCZAK,

413 ARTHUR AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY. MS. MIKOLAYCZAK WILL BE REPLACING KATHLEEN GALLAGHER WHO RESIGNED JUNE 18, 2020. MS. MIKOLAYCZAK WILL BE APPOINTED TO A FIVE (5) YEAR TERM EFFECTIVE JULY 9, 2020 AND WILL EXPIRE ON JUNE 18, 2025.

[Resolution-2020 Appt. Mary Beth Mikolayczak to Recreation Authority.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 53, 2020 - APPOINTMENT OF MICHAEL HANLEY, 800 WOODLAWN STREET, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE BOARD OF THE SCRANTON REDEVELOPMENT AUTHORITY FOR A FIVE (5) YEAR TERM EFFECTIVE JULY 10, 2020. MR. HANLEY WILL BE REPLACING GENE TESEROVITCH WHOSE TERM EXPIRED FEBRUARY 4, 2020. MR. HANLEY'S TERM WILL EXPIRE ON FEBRUARY 4, 2025.

[Resolution-2020 Appt. Michael Hanley to Redevelopment Authority.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 54, 2020 - APPOINTMENT OF WILLIAM KING, 1310 RIDGEWOOD AVENUE, SCRANTON, PENNSYLVANIA, 18505 AS A MEMBER OF THE SCRANTON CITY PLANNING COMMISSION FOR A FOUR (4) YEAR TERM EFFECTIVE JULY 13, 2020. WILLIAM KING WILL BE REPLACING THOMAS J. GALELLA, JR. WHOSE TERM EXPIRED. WILLIAM KING'S TERM WILL EXPIRE ON DECEMBER 31, 2024.

[Resolution-2020 Appt. William King to City Planning Commission.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 55, 2020 - RE-APPOINTMENT OF JOSEPH A. MURPHY, 610 DEPOT STREET, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE SCRANTON CITY PLANNING COMMISSION EFFECTIVE JULY 14, 2020. MR. MURPHY'S PRIOR TERM EXPIRED ON DECEMBER 31, 2015 AND WAS HELD OVER FOR A FULL FOUR (4) YEAR TERM EXPIRING DECEMBER 31, 2019. HIS NEW TERM WILL EXPIRE ON DECEMBER 31, 2023.



[Resolution-2020 Re-Appt. Joseph Murphy to City Planning Commission.pdf](#)

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 56, 2020 - APPOINTMENT OF NORMA JEFFRIES, 619 COLFAX AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY EFFECTIVE JULY 21, 2020. MS. JEFFRIES WILL BE REPLACING PAUL DEANTONA WHO RESIGNED JULY 2, 2020. MS. JEFFRIES WILL FILL THE UNEXPIRED TERM OF PAUL DEANTONA WHICH IS SCHEDULED TO EXPIRE JUNE 17, 2024.

[Resolution-2020 Appt. Norma Jeffries to Recreation Authority.pdf](#)

- 7.F FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 57, 2020 - APPOINTMENT OF JANE RISSE, 1707 EAST GIBSON STREET, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE CITY PLANNING COMMISSION EFFECTIVE JULY 29, 2020 FOR A FOUR (4) YEAR TERM. MS. RISSE WILL BE REPLACING JAMES THOMAS WHOSE TERM EXPIRED. JANE RISSE'S TERM WILL EXPIRE ON DECEMBER 31, 2024.

[Resolution-2020 Appt. Jane Risse to City Planning Commission.pdf](#)

- 7.G FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 58, 2020 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH URBAN ELECTRICAL CONTRACTORS, INC. TO PERFORM MAINTENANCE OF STREET LIGHTS FOR A TWENTY-FOUR (24) MONTH PERIOD.

[Resolution-2020 Urban Electrical Contractors.pdf](#)

- 7.H FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 59, 2020 - AUTHORIZING THE MAYOR AND

OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH A&M ELECTRICAL CONSTRUCTION INC. TO PROVIDE MAINTENANCE OF TRAFFIC SIGNALIZATION FOR THE CITY OF SCRANTON FOR A TWO YEAR PERIOD.

[Resolution-2020 A&M Electrical Construction.pdf](#)

## 8. ADJOURNMENT

RECEIVED

MAY 13 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

EMERGENCY DECLARATION  
EXTENSION TO JUNE 8, 2020

WHEREAS on Sunday, March 15, 2020 the City of Scranton issued an Emergency Declaration for a period of thirty (30) days, or until rescinded or extended, due to the coronavirus (COVID-19) pandemic affecting the health, welfare and safety of residents of the City of Scranton, on the basis that a public health emergency exists whereby the Mayor, and/or her designees, were authorized to take all appropriate action needed to alleviate the effects of the public health emergency, and to provide essential services deemed necessary to respond to this emergency requiring personnel, equipment, property, services, and supplies.

WHEREAS, on April 1, 2020, the Governor of the Commonwealth of Pennsylvania and the Secretary of Health issued an Order to Stay at Home for all counties in Pennsylvania, providing:

*All individuals residing in the Commonwealth are ordered to stay at home except as needed to access, support, or provide life-sustaining business, emergency, or government services. For employees of life-sustaining businesses that remain open, the following child care services may remain open: group and family child care providers in a residence; child care facilities operating under a waiver granted by the Department of Human Services Office of Child Development and Early Learning; and, part-day school age programs operating under an exemption from the March 19, 2020, business closure Orders.*

WHEREAS, this Order has been extended to remain in effect until June 4, 2020 as the coronavirus (COVID-19) continues to spread and the number of cases continues to increase throughout the Commonwealth of Pennsylvania and the City of Scranton.

WHEREAS, Lackawanna County has issued a State of Emergency presently set to expire on June 8, 2020.

WHEREAS, this threat of imminent disaster and emergency continues to have the potential to cause significant adverse impacts upon the population of the City of Scranton; and

WHEREAS, it remains critical to prepare for and respond to suspected or confirmed cases

of COVID-19 in the City of Scranton and to implement measures to mitigate its spread; and

WHEREAS, the City, during this emergency, continues to need to procure goods, property, and services to continue its operations and to respond rapidly to this health crisis; and

WHEREAS, Section 6-14(a) of the Administrative Code of the City of Scranton requires bidding for the purchase, leasing or renting of goods, properties, services or supplies, for all contracts in the amount of \$21,000.00 or in excess thereof; and

WHEREAS, upon application of Section 6-14(e)(1) of the Code, the aforesaid advertising and bidding requirements for the purchasing, leasing, maintenance, or renting of goods, properties, services, or supplies may be waived; and

NOW THEREFORE, I do hereby declare that on Tuesday, May 12, 2020, the Emergency Declaration shall be extended to expire on June 8, 2020 in conformity with Lackawanna County, or until rescinded or extended, due to the pandemic affecting the health, welfare and safety of residents of the City of Scranton, that a public health emergency exists and hereby authorize the Mayor, and/or her designees, to take all appropriate action needed to alleviate the effects of the public health emergency, and to provide essential services deemed necessary to respond to this emergency requiring personnel, equipment, property, services, and supplies. In accordance with the Administrative Code of the City of Scranton and this Emergency Declaration, the bidding requirements are hereby waived and thereby payment may be made for any other emergency services performed as is necessary.

  
\_\_\_\_\_  
Mayor Paige G. Cognetti

I hereby certify and concur in the above emergency.

  
\_\_\_\_\_  
John J. Murray, City Controller



RECEIVED  
AUG 31 2020  
OFFICE OF CITY  
COUNCIL/CITY CLERK

Date: August 31, 2020  
To: Members of  
Scranton City Council  
From: Eileen Cipriani  
Executive Director  
Re: Scranton, Pennsylvania  
COVID -19 Reimbursements through Lackawanna County Cares Act Funding

In accordance with Resolution #50 passed by City Council on July 28, 2020, attached please find a list of additional expenses incurred in the amount of \$140,043.97 for the time period of June 27, 2020 to August 5, 2020. These expenses fall under the estimated future expenses that requested in the amount of \$515,800.00 already included in the Resolution #50. We are submitting the outlined expenses to Lackawanna County for reimbursement.

Thank you for your attention to this matter.

Sincerely

A handwritten signature in cursive script, appearing to read "Eileen Cipriani".

Eileen Cipriani

CITY OF SCRANTON OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT  
340 N. Washington Avenue • Scranton, Pennsylvania 18503 • Tel: (570) 348-4216 • Fax (570)348-4123 •  
[www.scrantonpa.gov](http://www.scrantonpa.gov)



Ms Margaret Piccatti  
Contract Manager, Lackawanna County  
123 Wyoming Avenue 5thFloor  
Scranton, Pa. 18503

RE: Lackawanna County COVID-19 County Relief Block Grant program  
City of Scranton COVID -19 Expenditures June 27, 2020 to August 5, 2020

Contact Eileen Cipriani [ecipriani@scrantonpa.gov](mailto:ecipriani@scrantonpa.gov)

Phone 570-407-0173

Dear Ms Piccatti

Due to the public health emergency related to the potential spread of the Coronavirus [COVID-19] that exists in the U.S. and the Commonwealth of Pennsylvania, on March 15, 2020 Mayor Paige Gebhardt Cognetti declared a State of Emergency in the City of Scranton and signed a Mayoral Proclamation outlining certain immediate measures and guidance for residents of the City of Scranton. The city has documented expenses it has incurred to respond to the pandemic.

The city has continued technology improvements to enable remote work and safer access to services for the public.

- 1- To date the following has been purchased.
  - VEEAM software 7-21-20 \$7,200.00
  - VMware 7-29-20 \$22,750.00
  - Web Security 6-30-20 \$7,470.00

Total **\$37,420**

- 2- Due to COVID -19 the City of Scranton purchased Personal Protective Equipment to protect employees and citizens, purchases included masks, respirators, cleaning supplies and thermometers.
  - American Janitor- cleaning supplies 7-10-20 \$190.90
  - American Janitor- thermometer 7-13-20 \$118.27

• James Doherty – face masks 7-20-20	\$1520.00
• May Equipment – Power Jet Washer – 3-26-20	\$9,119.00
• Sherwin Williams – pressure washer -4-2-20	\$15,802.33
• S&S Tools – sanitizers- 6-27-20	\$5.59
• S&S Tools – sprayer- 6-29-20	\$324.58
• American Janitor- cleaning supplies 6-30-20	\$223.66
• Gleco Paint – cleaning supplies 6-17-20	\$260.28
• DePietro’s Pharmacy –Thermometer 4-27-20	\$85.00
• Best Buy – Ink- 7-7-20	\$62.51
• American Janitor- cleaning supplies 6-26-20	\$273.55
• Grainger –Goggles – 3-5-20	\$275.00
• Fastenal – sanitizer -3-9-20	\$55.81
• DASH-gloves-3-18-20	\$59.90
• Dollar Tree – sanitizer -3-18-20	\$36.38
• Lowes –Mask drop box -3-23-20	\$44.38
• Rite Aid –Sanitizer -3-19-20	\$3.17
• CeeKay – Cleaner – 3-19-20	\$42.76
• Harbor Freight –Gloves – 3-19-20	\$42.36
• DePietros Pharmacy –thermometers- 3-26-20	\$665.00
• Amazon –thermometers ear covers- 3-26-20	\$110.39
• Walmart – masks- 4-5-20	\$42.81
• EPSCO – respirator -4-15-20	\$103.33
• Grainger- goggles -4-20-20	\$202.20
• Amazon – thermometer probe covers – 5-1-20	\$18.01
• Amazon – thermometer probe covers – 5-1-20	\$18.01
• DASH- gloves – 5-6-20	\$119.80
• DASH- gloves – 7-9-20	\$67.90
• Amazon – thermometer and probe covers – 5-1-20	\$919.68
• Amazon – 7 foggers-7-28-20	\$1632.33
• Lackawanna Printing –signage -7-16-20	\$62.50
• CeeKay – cleaner -3-19-20	\$40.34

**Total \$32,547.73**

3- The city purchased sanitation services to respond to the pandemic in order to disinfect city office space, vehicles and playground equipment to prevent the spread of COVID -19.

• Cintas-Police Dept cleaning 5-4-20	\$490.78
• Cintas-Police Dept cleaning 5-11-20	\$490.78
• Cintas-Police Dept cleaning 5-18-20	\$490.78

• Cintas-Police Dept cleaning 5-26-20	\$490.78
• Cintas-Police Dept cleaning 6-1-20	\$490.78
• Cintas-Police Dept cleaning 6-8-20	\$490.78
• Cintas-Police Dept cleaning 6-15-20	\$490.78
• Cintas-Police Dept cleaning 6-22-20	\$490.78
<b>Total</b>	<b>\$3926.24</b>

4- In order to prepare for potential large numbers of critically ill COVID -19 patients in the Scranton area hospitals, emergency planners needed to find alternate treatment sites. The city of Scranton made available the Serrenti building, which is the site of the future Public Safety facility on Colfax & Pine St. The facility was in the early stages of renovation, but did not have adequate plumbing electrical and ventilation systems. The site was currently being used as a storage facility for police and fire equipment. To prepare the facility to handle overflow patients from the local hospitals the city upgraded and repaired plumbing and electrical systems in the building.

• Site work	\$66,150
<b>Total</b>	<b>\$66,150</b>

**Total expenditures \$140,043.97**





# Federal Emergency Management Agency

Washington, D.C. 20472

**JUL 29 2020**

The Honorable William Gaughan  
Council President, City of Scranton  
340 North Washington Avenue  
Scranton, Pennsylvania 18503

Case No: 07-03-0433V  
Community: City of Scranton,  
Lackawanna County,  
Pennsylvania  
Community No.: 420538  
Effective Date: August 06, 2020  
LOMC-VALID

Dear Mr. Gaughan:

On August 05, 2020, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) issued new or revised Flood Insurance Rate Map (FIRM) panels within your community. This letter identifies the Letter of Map Change (LOMC) actions [i.e., Letters of Map Amendment (LOMAs) and Letters of Map Revision-based on Fill (LOMR-Fs)] for properties and/or structures located in your community that are still valid as of the effective date shown above. Any revalidation letters previously issued for your community have been superseded as of the effective date listed above.

All effective LOMCs within your community have been reviewed, including LOMCs located in areas not revised during this FIRM update. LOMAs and LOMR-Fs for which the original determination has not been superseded by new or revised information will remain in effect until superseded by a subsequent LOMC or by a revision to the FIRM panel on which the property and/or structure is located.

The enclosed table lists the FEMA case number, issue date, project identifier, and FIRM panel number for the LOMCs revalidated by this letter. Please refer to the original determination document to obtain the details of the outcome for the properties and/or structures included in the determination (such as flood zone, base flood elevations, property elevations, etc).

Letters of Map Revision (LOMRs) previously issued for FIRM panels that were revised by the recent map update for your community have either been incorporated into the revised FIRM or have been superseded by the revised FIRM. LOMRs issued for FIRM panels that were not revised by the recent map update for your community are not included on the enclosed table and will remain in effect until superseded by a revision to that FIRM panel.

If there is a LOMC not on the enclosed list that you feel should have been revalidated, we encourage you to submit the LOMC for re-determination. When requesting a re-determination, we ask that a cover letter be sent along with a copy of the original determination letter to: LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Re-determinations may also be requested online at <https://www.fema.gov/online-lomc>.

**RECEIVED**

**AUG 28 2020**

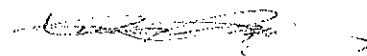
**OFFICE OF CITY  
COUNCIL/CITY CLERK**

Because these revalidated LOMCs will not be reprinted or distributed to primary map users, such as local insurance agents and mortgage lenders, your community will serve as a repository for this information. We encourage you to disseminate the information reflected by this LOMC-VALID letter throughout your community so that interested persons, such as property owners, local insurance agents, and mortgage lenders, may benefit from the information.

Copies of previously issued LOMCs, if needed, may be obtained from your community's map repository, FEMA's Map Service Center website located at <https://msc.fema.gov>, or by contacting the FEMA Mapping and Insurance eXchange (FMIX), toll free, at 1-877-FEMA-MAP (1-877-336-2627).

For additional information or questions relating to LOMCs not listed on the enclosed table, or mapping in general, please contact the FMIX at the number provided above.

Sincerely,



Luis V. Rodriguez, P.E., Director  
Engineering and Modeling Division  
Federal Insurance and Mitigation Administration

cc: LOMC Subscription Service Subscribers  
Community Map Repository  
Joseph Borgia, Floodplain Administrator, City of Scranton

**REVALIDATED LETTERS OF MAP CHANGE FOR THE CITY OF SCRANTON, PA**  
Case No: 07-03-0433V Community No.: 420538

August 06, 2020

Case No.	Date Issued	Identifier	FIRM Panel Number
06-03-B310A	6/29/2006	515 WEST MARKET STREET (PA)	42069C0208D
09-03-0157A	12/22/2008	2309 JACKSON STREET	42069C0212D
09-03-1054A	4/21/2009	ORIGINAL TOWN, LOTS 15 & 17, BLOCK 31 -- 631 EAST ELM STREET	42069C0218D
09-03-1846A	11/3/2009	134.20-060-038.00--1300 MEYLERT AVE	42069C0216D

**RECEIVED**  
AUG 31 2020  
OFFICE OF CITY  
COUNCIL/CITY CLERK

Norma Jeffries  
619 Colfax Ave  
Scranton, PA 18510

Human Resources Specialist with ten plus years of experience in developing and delivering regional programs, with demonstrated strong organizational and interpersonal skills. Experience in a wide range of human resource functions including:

- PeopleSoft Implementation Specialist
- Employee Relations EEOC Compliance
- Develop and updated training manuals
- OFCCP Audits
- Behavioral Interviewing
- Self-Directed Work Teams
- Recruiting and Staffing
- PeopleSoft Applications & Training

**PROFESSIONAL HISTORY**

Diversant LLC	Red Bank, NJ	8/2018 to 12/2019
Frontier Communications	California	8/17 to 10/17
Office Secretary Saint Matthew's Lutheran Church	Scranton, PA	2/2016 to 12/2019
Xerox Call Center	Moosic PA	8/2014-2/2015
APR Consulting	Atlanta, GA	2011-6/2013
Verizon Communications	Philadelphia, PA	1985-2010

Diversant LLC: 7/2017 to 12/2019

Responsible for the daily operations of the following:

- Answered Employee Hot Line
- Conducted meetings to gather information on various Union Issues for presentation to Labor Groups
- Provided Staffing and EEO Information to Labor Groups as requested
- Provided assistance to Recruiters as needed
- Updated Job Descriptions as needed and uploaded to employee website

Saint Matthew's Lutheran Church 2/2016 to 12/2019

Responsible for the daily operations of the church office, which included:

- Entry of weekly giving contributions to Shepherd's Staff System
- Worked with the Accountant weekly to ensure checking account and monthly taxes were created and mailed
- Worked with the Finance committee to ensure that all necessary reports were created weekly and released to team
- Managed the monthly parking payments
- Answered telephone inquiries.
- Created Weekly Bulletin updates
- Edited and released monthly newsletter to congregation

Frontier Communications 8/17/2017 to 10/2017

- Short Term Recruiter Opportunity

Xerox Call Center 2/2015 to 2/2016

- Provided answers to customers calling regarding status of their Highmark Insurance Policy.
- Received monthly bonus as warranted from previous months calls.

Verizon Communications: 1985-2010

Worked at various positions during my Verizon career including Supervisory positions to training of Senior Management on Human Resources and Labor issues.

**Community Activity:**

- Volunteer at Grace Bible Church, Dunmore, PA in the following areas:
  - Infant Nursery
  - Prepare meals as requested for those recovering from hospital stay
  - Prayer Team
- Active Member of the Hill Neighbor Association
- Volunteer with 2020 Census
- Volunteer member of Scranton Shade Tree Commission
- Volunteer with - - Lackawanna County Prison bookmobile.
  - Distribute books to inmates at the prison
  - Prepare correspondence to Lackawanna County Prison Board as requested by our group leader
- Volunteered to sew mask for the Keystone Missions
- Frequent letters submitted to the Scranton Times Editor and Scranton City Council regarding community issues

**References:** Available Upon Request

Mary Jo Sheridan  
1213 Schlager Street  
Scranton, PA 18504

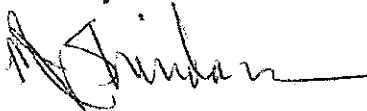
August 28, 2020

The Honorable William Gaughan  
Council President, City of Scranton  
City Hall  
340 N. Washington Avenue  
Scranton, PA 18503

Dear Council President Gaughan,

Albeit for a short tenure, I have thoroughly enjoyed serving as a member of the City of Scranton's Board of Ethics. I am deeply grateful to you and the rest of City Council for giving me the opportunity to serve our City in this capacity. Because of my new role as Treasurer, which I will be undertaking shortly, I am resigning my position as a member of the City of Scranton's Ethics Board effective immediately.

Sincerely



Mary Jo Sheridan

RECEIVED

AUG 28 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

SINGLE TAX OFFICE  
 CITY FUNDS DISTRIBUTED  
 COMPARISON 2020 - 2019

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	<u>YTD</u> <u>8/31/2019</u>		<u>YTD</u> <u>8/31/2020</u>	<u>Increase</u> <u>(Decrease)</u>	<u>Pct.</u>
Real Estate	\$27,630,703.70	\$	27,450,911.83	(\$179,791.87)	-0.65%
Delinquent Real Estate	\$1,312,920.72	\$	1,073,228.96	(\$239,691.76)	-18.26%
LST/EMS	\$3,740,886.43	\$	3,579,594.19	(\$161,292.24)	-4.31%
Bus Priv/Merc	\$2,324,989.82	\$	2,273,147.84	(\$51,841.98)	-2.23%
	\$35,009,500.67	\$	34,376,882.82	(\$632,617.85)	

RECEIVED

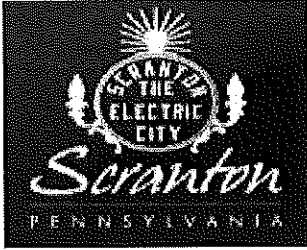
AUG 31 2020

OFFICE OF CITY  
 COUNCIL/CITY CLERK

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**City of Scranton**

*Scranton Redevelopment Authority*

*340 N. Washington Avenue*

*Scranton, PA 18503*

*SOLICITOR: Paul A. Kelly, Esquire*

*Chairman: Robert Timlin*

*Members of Authority: Mario Savinelli, Burt Schwartz, Michael Cummings*

Approved Minutes

Regular Meeting

Wednesday, August 5, 2020

Schimelfenig Pavilion, Nay Aug Park

12:15 P.M.

Olympus Digital Voice Recorder VN-7200, File A, Track **57**

Chairman Timlin thanked Mr. Teserovitch for his many years served on the Scranton Redevelopment Authority and the City of Scranton tax payers.

Roll call:

Present: Mr. Savinelli, Mr. Schwartz, Mr. Cummings, Chairman Timlin.

SRA Coordinator: Denise Nytech

Solicitor: Paul Kelly

Absent:

**I. Reading and approval of minutes:**

July 2020 minutes approved:

- Mr. Savinelli made the motion to approve the minutes.
- Mr. Schwartz seconded.

Roll Call Vote

- o Mr. Savinelli .....YES
- o Mr. Schwartz .....YES
- o Mr. Cummings.....YES
- o Mr. Timlin....YES

**II. Bills and Communications:**

Attorney Paul Kelly Legal Bills - \$1,632.50



Scranton Times Invoice for advertisement of August and Septembers meetings \$91.45

- Mr. Cummings made the motion to approve payment of invoices.
- Mr. Savinelli seconded.

Roll Call Vote

- o Mr. Savinelli .....YES
- o Mr. Schwartz .....YES
- o Mr. Cummings.....YES
- o Mr. Timlin....YES

**III. Report of the Secretary:**

Mr. Savinelli - No report.

**IV. Reports of Committees:**

Property Committee: - No report at this time.

Audit Committee: Mr. Schwartz - No report at this time.

**V. Financial Statements:**

Chairman Timlin has been in touch with Mr. Dougherty regarding the Audit – he asked that Mr. Dougherty contact Disha directly and he has been in contact with Disha regarding the Audit.

Financial Statements Approved – March 2020.

- Mr. Schwartz made the motion to accept March's Financial Statements.
- Mr. Cummings seconded.

Roll Call Vote

- o Mr. Savinelli .....YES
- o Mr. Schwartz .....YES
- o Mr. Cummings.....YES
- o Mr. Timlin....YES

April, May, June & July 2020 statements to defer so that the SRA can review them. (Due to COVID 19 and SRA not meeting)

**VI. New Business/Unfinished Business:**

a. Letter from Single Tax Office – PIN 13419030066 – upon Google Maps the address is 1114 R. Lloyd Street. Atty. Kelly researched the document and determined that the lot is 50 x 50 deeded to the Scranton Redevelopment Authority. This property will be added to the SRA’s inventory list – in caucus Atty. Kelly was directed to contact the abutting property owner (the property in front) to see if they would be interested in acquiring the property from the SRA.

- Chairman Timlin was asked to have a motion made for Atty. Kelly to reach out to the butting land owners of the Lloyd Street property to see if we can get this property back on the tax roll.
- Mr. Cummings made the motion for Atty. Kelly to contact the property owners at 1114 Lloyd Ave. to see if they would be interested in purchasing the property from the SRA.
- Mr. Savinelli seconded.

Roll Call Vote

- o Mr. Savinelli .....YES
- o Mr. Schwartz .....YES
- o Mr. Cummings.....YES
- o Mr. Timlin....YES

b. A letter from Don King with the City Planning Commission is trying to have the flood insurance rate map that is monitored by the Federal Government changed to reduce the amount of properties along Keyser Creek so that the properties would not be in the flood zone. This letter is informing the SRA that the Planning Commission along with the Federal Government will be entering on the SRA land to determine if this is within the flood plain. Atty. Kelly was directed to respond to Mr. Kings letter.

c. Disha will deposit the check from Coopers #1446 - \$500.00.

d. Solicitor Kelly informed the Authority that he has not heard back from Lamar Advertising regarding the reduction in rates for their billboards in different areas that they rent from the SRA. The SRA is not willing to reduce the rate.

**VII. Adjournment:**

Mr. Savinelli made the motion to adjourn.  
Mr. Schwartz seconded.

Next meeting is scheduled for September 2, 2020 at 12:15pm

Roll Call Vote

- Mr. Savinelli .....YES
- Mr. Schwartz .....YES
- Mr. Cummings.....YES
- Mr. Timlin....YES

RESOLUTION NO. \_\_\_\_\_

2020

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ENTER INTO A COOPERATION AGREEMENT WITH LACKAWANNA COUNTY FOR REIMBURSEMENT FOR COVID-19 RELATED EXPENSES UNDER THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT), PUBLIC LAW 116-136, AND MORE PARTICULARLY, GRANT MONIES MADE AVAILABLE THROUGH THE COVID-19 COUNTY RELIEF BLOCK GRANT PROGRAM.**

WHEREAS, Lackawanna County applied for and was approved for certain grant monies from the Pennsylvania Office of Community and Economic Development through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, and more particularly, grant monies made available through the COVID-19 County Relief Block Grant Program; and

WHEREAS, the CARES Act was signed by President Trump on March 27, 2020 to respond to the growing effects of the historic public health crisis; and

WHEREAS, the COVID-19 County Relief Block Grant Program provides Assistance to Cities, Boroughs, Incorporated Towns or Townships located within the approved County for response and planning efforts related to COVID-19; and

WHEREAS, Lackawanna County Office of Economic and Community Development applied for and was approved for the COVID-19 County Relief Block Grant Program by Pennsylvania Department of Economic and Community Development Office in the amount of Nineteen Million Dollars (\$19,000,000.00); and

WHEREAS, the City of Scranton, through the Office of Economic and Community Development, submitted application for reimbursement to Lackawanna County for certain COVID-19 related expenses incurred throughout the pandemic; and

WHEREAS, the City of Scranton passed Resolution No. 50 on July 28, 2020 ratifying and approving the execution and submission of the Grant Application by the City of Scranton to the Lackawanna County Office of Economic and Community Development for relief under the "COVID-19 County Relief Block Grant Program" outlining the expenses already incurred, at that time, being \$308,753.23, with the request for future expenses in the amount of \$515,800.00. Please refer to Resolution No. 50 dated July 28, 2020 attached hereto as Exhibit "A;" and

WHEREAS, prior to the release of said grant funds to the City of Scranton, Lackawanna County has requested the City of Scranton enter into a Cooperation Agreement.

WHEREAS, a true and correct copy of the Proposed Cooperation Agreement is attached hereto as Exhibit "B."

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON THAT the Cooperation Agreement between the City of Scranton and Lackawanna County, pursuant to which, the City will be able to obtain reimbursement for COVID-19 related expenses;

BE IT FURTHER RESOLVED, that the Mayor and other appropriate City Officials are authorized to sign, finalize and take any other additional actions necessary to finalize and sign said Cooperation Agreement and take any and all necessary steps in furtherance thereof.

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 decisions 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 interest 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 the 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.

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ENTER INTO A COOPERATION AGREEMENT WITH LACKAWANNA COUNTY FOR REIMBURSEMENT FOR COVID-19 RELATED EXPENSES UNDER THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT), PUBLIC LAW 116-136, AND MORE PARTICULARLY, GRANT MONIES MADE AVAILABLE THROUGH THE COVID-19 COUNTY RELIEF BLOCK GRANT PROGRAM.**

- *What Department is this legislation originating from? Where did the initiative for this legislation originate?*

OECD originated this legislation. The City of Scranton through the OECD submitted a grant application to Lackawanna County Office of Economic Community Development for the COVID-19 County Relief Block Grant Program. Lackawanna County received nineteen million (\$19,000,000) Dollars as part of the COVID-19 County Relief Block Grant Program which provides assistance to Cities, Boroughs, Incorporated Towns or Townships located within the approved County for response and planning efforts related to COVID-19.

The City has passed Resolution No.50 on July 28, 2020 relating to the reimbursement for certain expenses incurred in combating COVID-19 as well as pay for future expenses to combat the effects of COVID-19 and will allow the City to continue to be able to operate under the COVID-19 guidelines and restrictions.

- *Summary and Facts of the legislation*

Lackawanna County has forwarded a Cooperation Agreement relating to the City of Scranton Application for grant funds under the CARES Act relating to reimbursement of certain COVID related expenses. In order to release the grant funds, Lackawanna County requires a Cooperation Agreement.

- *Purpose – please include the following in the explanation:*
  - *What does the legislation do – what are the specific goals/tasks the legislation seek to accomplish?*

This legislation allows the City to enter into the Cooperation Agreement with Lackawanna County to seek reimbursement of expenses that were incurred during the COVID-19 pandemic along with future expenses associated with the changes implemented. This Grant money will help the City expenses that resulted from the COVID-19 pandemic.

- *What are the benefits of doing this/down-side of doing this?*

*Benefits* - The benefit of this legislation is to obtain reimbursement for expenses that were necessary to help combat the COVID-19 pandemic and its far-reaching effects.

*Downside* - There is no downside to this legislation as it allows the City to obtain reimbursement for COVID-19 expenses.

- *How does this legislation relate to the City's Vision/Mission/Priorities*

This legislation will help the City of Scranton recover from COVID-19 pandemic and allow the City to operate appropriately under the COVID-19 guidelines and restrictions.

- *Financial Impact – please include the following in the explanation:*
  - *Cost (initial and ongoing)*

The City of Scranton has incurred expenses as a response to this pandemic.

- *Benefits (initial and ongoing)*

There will be no cost to the City of Scranton for these charges due to the COVID-19 pandemic.

- *Funding Sources – please include the following in the explanation:  
If transferring funds, please ensure specific accounts are noted; if appropriating funds from a grant, list the agency awarding the grant.*

Lackawanna County Office of Economic and Community Development by and through the Pennsylvania Department of Community and Economic Development.

- *Priority Status/Deadlines, if any*

As soon as possible in order to receive the funds in a timely manner.

- *Why should the Council unanimously support this legislation?*

The Cooperation Agreement will allow the County to release the grant funds incurred during the course of the COVID-19 pandemic. These expenses will allow the City to continue to be in compliance with the COVID-19 guidelines and restrictions.

- *Include any other pertinent details and/or relevant information that the Council should be aware of:*

N/A.

RESOLUTION NO. 50

2020

Introduced in Council on above date and referred to Committee on July 21, 2020

COMMUNITY DEVELOPMENT

*J. Reed*  
City Clerk

RATIFYING AND APPROVING THE EXECUTION AND SUBMISSION OF A GRANT APPLICATION BY THE CITY OF SCRANTON TO LACKAWANNA COUNTY OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT FOR THE "COVID-19 COUNTY RELIEF BLOCK GRANT PROGRAM" BY AND THROUGH THE PENNSYLVANIA DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON TO ACCEPT THE GRANT, IF SUCCESSFUL, AND EXECUTE AND ENTER INTO A GRANT AGREEMENT TO ACCEPT AND UTILIZE THE GRANT IN AN AMOUNT UP TO \$824,553.23 AWARDED BY LACKAWANNA COUNTY OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT.

WHEREAS, Lackawanna County Office of Economic and Community Development applied for and was approved for the COVID-19 County Relief Block Grant Program by Pennsylvania Department of Economic and Community Development Office in the amount of Nineteen Million Dollars (\$19,000,000.00); and

WHEREAS, the COVID-19 County Relief Block Grant Program provides Assistance to Cities, Boroughs, Incorporated Towns or Townships located within the approved County for response and planning efforts related to COVID-19; and

WHEREAS, the City of Scranton, through the Office of Economic and Community Development, submitted a grant application to the Lackawanna County Office of Economic and Community Development for the "COVID-19 County Relief Block Grant Program. A. Copy of said Grant submission and Project details is attached hereto as Exhibit "A" and incorporated herein as if set forth at length; and

WHEREAS, due to the COVID-19, the City of Scranton has incurred expenses in the amount of \$308,753.23 as a response to this pandemic; and

WHEREAS, the City has estimated future expenses through December of this year, in the amount of \$515,800.00 in order to continue to respond to this pandemic; and

WHEREAS, the City of Scranton intends herein to ratify and approve the execution and submission of the Grant Application; and

WHEREAS, Lackawanna County Office of Economic and Community Development will review the Grant Application for funding in an amount up to \$824,553.23; and

Scranton, Pa. July 28, 2020

Committee on Community Development reports favorably on the within resolution

*Jessie Rothchild*  
Chairman

CERTIFIED COPY

*J. Reed*  
City Clerk

EXHIBIT  
"A"



WHEREAS, if the Grant Application is approved, the City of Scranton intends herein to reimburse itself for expenses incurred as well as pay for future expenses in order to combat this pandemic.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the execution and submission of the "Grant" Application is hereby ratified and if approved, the Mayor and other appropriate City Officials are hereby authorized to enter into and execute and submit any additional related paperwork for this Program, and if successful, to accept the grant funds to be used to reimburse and pay for expenses to combat the COVID-19. This approval anticipates and authorizes the execution of any and all related documentation necessary for the "Grant" or to accept, disburse, and utilize the "Grant" for the Program.

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 decisions 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 interest 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 the 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.

Passed by the Council  
July 28, 2020

Receiving the Affirmative votes of Council Persons  
Schuster, McAndrew, Rothchild, Donahue, Gaughan

Negative NONE

William Gaughan  
President JK

Approved 7/30/2020  
Paul J. Conity Mayor  
L. Real City Clerk

Certified Copy

## AGREEMENT

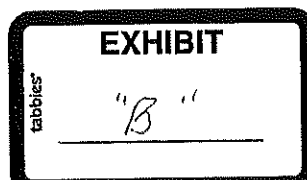
**THIS AGREEMENT** by and between The County of Lackawanna (hereinafter referred to as "County"), and The City of Scranton (hereinafter referred to as "City"), Lackawanna County, Pennsylvania,

**WHEREAS**, The County applied for certain grant monies from the Commonwealth of Pennsylvania Office of Community and Economic Development through the CARES ACT and more particularly grant monies made available through the Covid-19 County Relief Block Grant (hereinafter referred to as "Grant"), and

**WHEREAS**, The City has made requests for some of the Grant funds from the County for reimbursement of certain COVID related expenses the City incurred.

**NOW THEREFORE**, in consideration of the covenants and restrictions contained in this Agreement, the parties agree as follows:

1. It is specifically understood and agreed that as the Applicant for these funds, the County shall be indemnified and held harmless by the City for any costs, reimbursements, legal fees, application fees and any and all obligations imposed by the Commonwealth for use of these funds.
2. The City shall specifically be responsible for any and all accounting of the use of said funds, reports and audits that are required by the Commonwealth or any other governmental agencies monitoring this project.
3. The County shall not be responsible for any sums of money, including any matching funds, borrowings, or any obligation to repay funds; to provide for any shortfalls with regards to the use of said funds as so received by the City, and the City specifically warrants, guarantees and acknowledges that it shall be ultimately responsible for the use of the said funds; accountings and required reporting of the use of the said funds to any and all agencies including but not limited to the Commonwealth of Pennsylvania.
4. The City shall insert in any contracts for the expenditures of said funds a hold harmless agreement with any and all contractors, providers and vendors pursuant to any construction stating that the County is not responsible for nor obligated to any vendors,



contractors for contracts entered into on behalf of the City throughout any period or project undertaking by the City and further; the City shall indemnify and hold harmless the County for any of its activities and contractual relationships entered into for the expenditures of the funds in furtherance of said funds.

5. The City will ensure that all expenditures, projects and program activities are in full compliance with all applicable federal, state and local laws and regulations.
6. The City shall provide assurance hereby that it will remain available to the County for the purposes of resolving any possible audit findings and/or legal claims involving the administration of the requested funds.
7. The City hereby acknowledges that, pursuant to the Grant , the County is obligated to reimburse the Commonwealth for any expenditures of the Grant that are found to be ineligible by the Commonwealth and/or the Office of the Budget(OB) ("Ineligibility Reimbursement"). The City, as the sub-grantee of the Grant, does hereby warrant and represent to the County that the submitted requests are eligible for reimbursement under the Grant. The City shall, indemnify and hold harmless the County, including the Board of Commissioners, its agents and employees, from and against any and all claims, liabilities, losses, damages, costs, penalties and expenses, including reasonable attorney's fees, to the extent caused or arising out of this Agreement, for the Ineligibility Reimbursement that the County may be required to make pursuant to the Grant.
8. The purpose of this Agreement is to place the responsibility for the administration, accounting and expenditures for funds pursuant to the requests by the City, to rest solely with the City and for the City to hold harmless and indemnify the County from any exposure financially and legally as a result of the City acting solely as the recipient of the funds as required in the Grant.
9. The County and City understand that this Agreement and records related to or arising out of this Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Act (RTKA), and the City agrees to assist the County in any matter arising out of the RTKA related to this Agreement.

Now therefore, intending to be legally bound the parties set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF OF STAFF, SCRANTON

\_\_\_\_\_  
COMMISSIONER, CHAIR

\_\_\_\_\_  
CHIEF OF STAFF, LACKAWANNA COUNTY

CITY OF SCRANTON

ATTEST:

BY: \_\_\_\_\_  
Lori Reed, City Clerk

BY: \_\_\_\_\_  
Paige G. Cagnetti, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
John Murray, City Controller

Date: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Joseph A. O'Brien, Esq., Acting City Solicitor

Date: \_\_\_\_\_



## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

August 31, 2020

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

RECEIVED  
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OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ENTER INTO A COOPERATION AGREEMENT WITH LACKAWANNA COUNTY FOR REIMBURSEMENT FOR COVID-19 RELATED EXPENSES UNDER THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT), PUBLIC LAW 116-136, AND MORE PARTICULARLY, GRANT MONIES MADE AVAILABLE THROUGH THE COVID-19 COUNTY RELIEF BLOCK GRANT PROGRAM.

Very truly yours,

*Joseph A. O'Brien (S)*  
Joseph A. O'Brien, Esquire  
Acting City Solicitor

JAO/sl

RESOLUTION NO. \_\_\_\_\_

2020

**APPROVING, IN ACCORDANCE WITH SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, A PLAN OF FINANCING OF THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY AND DECLARING THAT IT IS DESIRABLE FOR THE HEALTH, SAFETY AND WELFARE OF THE PEOPLE OF THE CITY OF SCRANTON FOR THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY TO UNDERTAKE A PROJECT FOR SCRANTON PREPARATORY SCHOOL**

WHEREAS, pursuant to the Pennsylvania Municipality Authorities Act, as amended (the "Act"), the City of Scranton, Pennsylvania (the "City"), together with the County of Lackawanna, Pennsylvania (the "County"), created the Scranton-Lackawanna Health and Welfare Authority (the "Authority") to act as a financing authority for projects serving the City and/or the County; and

WHEREAS, Scranton Preparatory School (the "Borrower") has requested the Authority to issue its revenue notes (the "Notes") in one or more series in an aggregate principal amount not to exceed \$18,000,000 to finance, refinance and/or reimburse a project (the "Project") for the benefit of the Borrower consisting of all or any of the following: (a) refunding the Lackawanna County Industrial Development Authority's outstanding Revenue Bonds (Scranton Preparatory School Project), Series 2010 issued for the benefit of the Borrower; (b) designing, acquiring, constructing, renovating, improving, installing and equipping various capital projects of the Borrower and acquiring various capital equipment for use in or in connection with the facilities of the Borrower located at 1000 Wyoming Avenue, Scranton, Lackawanna County, Pennsylvania; (c) refunding the Authority's taxable note or notes to be issued as one or more of the series of Notes authorized as part of the financing described in this Resolution to finance a portion of the costs of the project described herein; (d) refunding any other outstanding indebtedness of the Borrower, if advantageous to the Borrower; and (e) funding contingencies and paying all or a portion of the costs and expenses of issuance of the Notes; and

WHEREAS, the Authority has authorized the issuance of the Notes pursuant to a Resolution adopted by the Authority on August 20, 2020, subject to approval of the Project by the City and by the County; and

WHEREAS, the approval by this Council, as evidenced by this Resolution, will enable the Authority to finance the Project without imposing any liability on the City or its citizens or taxpayers with respect to the Notes; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that the applicable elected representative of the governmental unit on behalf of which bonds or notes are issued and of each governmental unit having jurisdiction over the area in which any facility with respect to which financing is to be provided from the net proceeds of such bonds or notes is located, approve such Notes after a public hearing in order for a private activity bond to be a qualified bond under the Code; and

WHEREAS, this Council is the "applicable elected representative" of the City within the meaning of the Code; and

WHEREAS, in accordance with Section 147(f) of the Code, a public hearing was held by the Authority at 5:00 p.m. local time on August 20, 2020, in connection with the issuance of the Notes and a report of such hearing has been provided to this Council; and

WHEREAS, the City desires to approve the financing of the Project for the benefit of the Borrower and to determine that it is desirable for the health, safety and welfare of the people in the area served by the Borrower and the Project to have the Project financed by and through the Authority;

**NOW THEREFORE, THE COUNCIL OF THE CITY OF SCRANTON, PENNSYLVANIA hereby resolves that:**

**SECTION 1.** The issuance of the Notes by the Authority in an aggregate principal amount not in excess of \$18,000,000 and the use of the proceeds of the Notes to finance the Project is hereby approved.

**SECTION 2.** It is hereby declared desirable for the health, safety and welfare of the people in the City of Scranton, Pennsylvania to have the Authority issue the Notes for the purpose of financing the Project.

**SECTION 3.** The foregoing action of this Council shall not in any way pledge or obligate the credit or taxing power of the City of Scranton, Pennsylvania, nor shall the City of Scranton be liable for the payment of the principal of, premium, if any, or interest on the Notes or any other cost related thereto.

**SECTION 4.** 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 hereof 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 hereof.



SECTION5. This Resolution shall become effective immediately upon approval.

SECTION6. 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 Commonwealth of Pennsylvania.

APPROVING, IN ACCORDANCE WITH SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, A PLAN OF FINANCING OF THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY AND DECLARING THAT IT IS DESIRABLE FOR THE HEALTH, SAFETY AND WELFARE OF THE PEOPLE OF THE CITY OF SCRANTON FOR THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY TO UNDERTAKE A PROJECT FOR SCRANTON PREPARATORY SCHOOL

- ***What Department is this legislation originating from? Where did the initiative for this legislation originate?***

Scranton –Lackawanna Health and Welfare Authority (SLHWA). Pursuant to the Pennsylvania Municipality Authorities Act, as amended, the City of Scranton, Pennsylvania, together with the County of Lackawanna, Pennsylvania, created the Scranton-Lackawanna Health and Welfare Authority (SLHWA) to act as a financing authority for projects serving the City and/or the County.

- ***Summary and Facts of the legislation***

Scranton Preparatory School (the “Borrower”) has requested the SLHWA to issue its revenue notes not to exceed \$18,000,000 to finance, refinance and/or reimburse a project for the benefit of the Scranton Preparatory School consisting of all or any of the following: (a) refunding the Lackawanna County Industrial Development Authority’s outstanding Revenue Bonds (Scranton Preparatory School Project); Series 2010 issued for the benefit of the Borrower; (b) designing, acquiring, constructing, renovating, improving, installing and equipping various capital projects of the Borrower and acquiring various capital equipment for use in or in connection with the facilities of the Borrower located at 1000 Wyoming Avenue, Scranton, Lackawanna County, Pennsylvania; (c) refunding the Authority’s taxable note or notes to be issued as one or more of the series of Notes authorized as part of the financing described in this Resolution to finance a portion of the costs of the project described herein; (d) refunding any other outstanding indebtedness of the Borrower, if advantageous to the Borrower; and (e) funding contingencies and paying all or a portion of the costs and expenses of issuance of the Notes.

The Authority has authorized the issuance of the Notes pursuant to a Resolution adopted by the Authority on August 20, 2020, subject to approval of the Project by the City and by the County. Upon approval by this Council, the Resolution will enable the Authority to finance the Project without imposing any liability on the City or its citizens or taxpayers with respect to the Notes.

- ***Purpose – please include the following in the explanation:***
  - ***What does the legislation do – what are the specific goals/tasks the legislation seek to accomplish?***

The Project is for the benefit of Scranton Preparatory School and desirable for the health, safety and welfare of the people in the area served by Scranton Preparatory School and the Project.

- ***What are the benefits of doing this/Down-side of doing this?***

*Benefits* - The benefit of this legislation is desirable for the health, safety and welfare of the people in the City of Scranton, Pennsylvania.

*Downside* - There is no downside to this legislation as this action shall not in any way pledge or obligate the credit or taxing power of the City of Scranton, Pennsylvania, nor shall the City of Scranton be liable for the payment of the principal of, premium, if any, or interest on the Notes or any other cost related thereto.

- ***How does this legislation relate to the City's Vision/Mission/Priorities***

This legislation will help the City of Scranton as the SLHWA has declared the Project desirable for the health, safety and welfare of the people in the City of Scranton, Pennsylvania to have the Authority issue the Notes for the purpose of financing the Project.

- ***Financial Impact – please include the following in the explanation:***

- ***Cost (initial and ongoing)***

This Resolution does not in any way pledge or obligate the credit or taxing power of the City of Scranton, Pennsylvania, nor shall the City of Scranton be liable for the payment of the principal of, premium, if any, or interest on the Notes or any other cost related thereto.

- ***Benefits (initial and ongoing)***

There is no liability on the City's behalf by approving this Resolution.

- ***Funding Sources – please include the following in the explanation:***

***If transferring funds, please ensure specific accounts are noted; if appropriating funds from a grant, list the agency awarding the grant.***

The Pennsylvania Municipality Authorities Act, as amended, the City of Scranton, Pennsylvania, together with the County of Lackawanna, Pennsylvania, created the Scranton-Lackawanna Health and Welfare Authority to act as a financing authority for projects serving the City and/or the County.

- ***Priority Status/Deadlines, if any***

As soon as possible in order to receive the funds in a timely manner.

- ***Why should the Council unanimously support this legislation?***

The Resolution approves the financing of certain facilities and SLHWA has already declared that it is desirable for the health, safety and welfare of the people in the area to be served by facilities of the Scranton Preparatory School to have such facilities financed through the Scranton-Lackawanna Health and Welfare Authority for a maximum principal amount not to exceed \$18,000,000.

- *Include any other pertinent details and/or relevant information that the Council should be aware of:*

None at this time.

August 20, 2020

Honorable Paige Cognetti  
Mayor, City of Scranton  
340 N. Washington Avenue  
Scranton, PA 18503

**RE: Health and Welfare Authority Resolution for Scranton Preparatory School  
Tax Free Financing not to exceed \$18,000,000.00**

Dear Mayor Cognetti:

Enclosed is a proposed resolution approving the financing of certain facilities and declaring that it is desirable for the health, safety and welfare of the people in the area to be served by facilities of the Scranton Preparatory School to have such facilities financed through the Scranton-Lackawanna Health and Welfare Authority for a maximum principal amount not to exceed \$18,000,000.

Under the Tax Reform Act of 1986, as amended, the Scranton-Lackawanna Health and Welfare Authority, subsequent to holding a Public Hearing, must receive approval from the chief elected official of each governmental unit having jurisdiction over any Project that the Authority undertakes. Proof of publication for the Public Hearing is attached.

The Authority would appreciate placement of this Resolution on the Agenda for the next scheduled Council Meeting. Also, please keep in mind there is no liability on the City's behalf by approving this Resolution.

On behalf of the representatives of Scranton Preparatory School and the Authority, we wish to thank you for your participation in this Project. If you have any questions or concerns, please contact our office at any time.

Sincerely,

Mary Ellen Clarke  
Asst. Administrator

Encl.

cc: Lori Reed, City Clerk, City of Scranton  
Joseph A. O'Brien, Esq, Acting Solicitor, City of Scranton  
Sally Locker, Law Office, City of Scranton

SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY

TRANSCRIPT OF PUBLIC HEARING  
of August 20, 2020

The Public Hearing of the Scranton-Lackawanna Health and Welfare Authority (the "Authority") scheduled for 5PM., local time, on Thursday, August 20, 2020, is hereby called to order. This Public Hearing is being held pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended. Attending the hearing on behalf of Scranton Preparatory School (the "Borrower") relating to the Authority's proposed issuance of its 2020 Revenue Notes in an aggregate principal amount up to but not exceeding \$18,000,000.00 is Brian Koscelansky, Esq., of Stevens & Lee, Bond Counsel; and Vincent O'Bell, William Lazor, David Phaneuf, Jerry Weinberger, John Granahan, Victor Giambrone, Gary Cicerini, Board Members of the Authority and Mary Ellen Clarke, Assistant Administrator of the Authority.

The representatives of the Authority and the Borrower attending the Public Hearing have described the nature and the purpose of the project being financed by the issuance of the 2020 Revenue Notes in an aggregate amount up to but not exceeding \$18,000,000.00. The proceeds of the debt to be issued will constitute qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code as amended, for educational purposes to finance, refinance and/or reimburse all or any of the following (a) refunding the Lackawanna County Industrial Development Authority's outstanding Revenue Bonds, Series 2010 issued for the benefit of the Borrower, (b) designing, acquiring, constructing, renovating, improving, installing and equipping various capital projects of the Borrower and acquiring various capital equipment for use in or in connection with the facilities of the Borrower located at 1000 Wyoming Avenue, Scranton, PA., (c) refunding the Authority's taxable note or notes to be issued as one or more of the series of 2020 Revenue Notes authorized as part of the financing described in this transcript to finance a portion of the costs of the project described herein; (d) refunding any other outstanding indebtedness of the Borrower, if advantageous to the Borrower and (e) funding contingencies and paying all or a portion of the costs and expenses of issuance of the 2020 Revenue Notes.

I hereby enter into the Record one copy of an affidavit showing publication in The Scranton Times, a newspaper of general circulation in Lackawanna County, Pennsylvania, on a date at least seven (7) days prior hereto, of notice of the public hearing. The affidavit of publication is attached to this transcript.

The Authority is now ready to hear testimony and other comments from the public concerning the issuance by the Authority of the 2020 Revenue Notes.

Let the record show that no members of the public have offered testimony or other comments as of 5:15PM this date. Let the record also reflect that written comments have not been received. Accordingly, this public hearing is adjourned.

I, Vincent O'Bell, Chairman of the Scranton Lackawanna Health and Welfare Authority, do hereby certify that the foregoing is a true and accurate transcript of the Public Hearing held on August 20, 2020, by the Scranton-Lackawanna Health and Welfare Authority.

Date: August 20, 2020

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Chairman



## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

September 1, 2020

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

RECEIVED  
SEP - 1 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPROVE, IN ACCORDANCE WITH SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, A PLAN OF FINANCING OF THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY AND DECLARING THAT IT IS DESIRABLE FOR THE HEALTH, SAFETY AND WELFARE OF THE PEOPLE OF THE CITY OF SCRANTON FOR THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY TO UNDERTAKE A PROJECT FOR SCRANTON PREPARATORY SCHOOL.

Very truly yours,

*Joseph A. O'Brien (A)*  
Joseph A. O'Brien, Esquire  
Acting City Solicitor

RESOLUTION NO. \_\_\_\_\_

2020

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH BARRY ISETT & ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2020 ROADWAY IMPROVEMENT PROJECT.**

WHEREAS, a request for Proposals was advertised for the City of Scranton Engineering Services 2020 Roadway Improvement Project and ten (10) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted, it was determined that it would be in the best interest of the City to award the Contract to Barry Isett & Associates, Inc. Please refer to the correspondence from the Business Administrator attached hereto as Exhibit "A."

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 "B" and incorporated herein by reference thereto with Barry Isett & Associates, Inc. for the City of Scranton Engineering Services 2020 Roadway Improvement 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 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.



**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS  
TO EXECUTE AND ENTER INTO A CONTRACT WITH BARRY ISETT &  
ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF  
SCRANTON 2020 ROADWAY IMPROVEMENT PROJECT**

- ***What Department is this legislation originating from? Where did the initiative for this legislation originate?***

Department of Public Works.

- ***Summary and Facts of the legislation***

A request for Proposals was advertised for the City of Scranton Engineering Services 2020 Roadway Improvement Project and ten (10) proposals were submitted for review. After review of the proposals submitted, it was determined that it would be in the best interest of the City to award the Contract to Barry Isett & Associates, Inc.

- ***Purpose – please include the following in the explanation:***

- ***What does the legislation do – what are the specific goals/tasks the legislation seek to accomplish?***

The Legislation allows the City to enter into a contract to improve the City streets.

- ***What are the benefits of doing this/Down-side of doing this?***

*Benefits* - The City is in need of roadway improvements.

*Downside* - There is no downside to this legislation as the City is in need of roadway improvements.

- ***How does this legislation relate to the City's Vision/Mission/Priorities***

This legislation will help the City of Scranton to improve the conditions and safety of its roadways..

- ***Financial Impact – please include the following in the explanation:***

- ***Cost (initial and ongoing)***

***Phase 1:***

Field view, Estimate, Project Coordination Contract Documents and Inspections  
\$26,575.00

ADA Ramp Survey and Design  
\$20,000 (includes a quantity of 25 ADA curb ramp designs based upon the RFP. If the number of designs is increased or decreased the ADA ramp fee will be adjusted by \$800 per ramp)

**Phase 2:**

Field view, Estimate, Project Coordination Contract Documents and Inspections

\$24,075.00

ADA Ramp Survey and Design

\$20,000 (includes a quantity of 25 ADA curb ramp designs based upon the RFP. If the number of designs is increased or decreased the ADA ramp fee will be adjusted by \$800 per ramp)

○ ***Benefits (initial and ongoing)***

The roadways need improvements.

○ ***Funding Sources – please include the following in the explanation:***

***If transferring funds, please ensure specific accounts are noted; if appropriating funds from a grant, list the agency awarding the grant.***

● ***Priority Status/Deadlines, if any***

As soon as possible in order to begin the roadway improvements

● ***Why should the Council unanimously support this legislation?***

The Resolution will help to improve the City.

● ***Include any other pertinent details and/or relevant information that the Council should be aware of:***

None at this time.

# CONTRACT

This contract entered into this 29<sup>th</sup> day of September, 2020 effective through December 31, 2021 or until total completion of the project, by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

BARRY ISETT & ASSOCIATES, INC.  
1170 HIGHWAY 315, SUITE 3,  
WILKES-ARRE, PA 18702  
PHONE NO. (570) 285-8200

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 engineering services for the City of Scranton 2020 roadway improvement project. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

#### ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2020 ROAD IMPROVEMENT 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 Barry Isett & Associates, Inc. dated August 6, 2020 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

### ARTICLE II - GENERAL

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

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

### ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid

Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

- (2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:
  - (a) Name of insurance company, policy number, and expiration data;
  - (b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Contractor);
  - (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;

- (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
- (e) A statement confirming that Scranton, its agents and employees have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

#### ARTICLE VI: TERMINATION OF CONTRACT

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

#### ARTICLE VII: DEFAULT

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

#### ARTICLE VIII: JURISDICTION

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

#### ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTERSIGNED:

\_\_\_\_\_  
CITY CONTROLLER

\_\_\_\_\_  
DIRECTOR, DEPARTMENT OF PUBLIC  
WORKS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY SOLICITOR

DATE: \_\_\_\_\_

BARRY ISETT & ASSOCIATES, INC.

\_\_\_\_\_  
BY:

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



DEPARTMENT OF BUSINESS ADMINISTRATION

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

Joe O'Brian  
City Attorney  
City Of Scranton  
340 N. Washington Ave  
Scranton, Pa 18503

RE: RFP for Engineering Services Roadway Improvements – Barry Isett

Joe,

We have determined that Barry Isett is the most qualified bidder for the 2020 Engineering Services roadway improvement contract, which will be completed in 2021.

Please prepare a contract for the proposal of one construction project and the option to provide professional services for a second project in the 2021 season.

The negotiated scope of work and pricing schedule is attached.

Sincerely,

Carl Deeley  
Business Administrator  
City of Scranton



## DEPARTMENT OF PUBLIC WORKS

101 West Poplar Street | Scranton, PA 18508 | 570.348.4180

Carl Deeley  
Business Administrator  
City of Scranton  
340 N. Washington Avenue  
Scranton Pa 18503

August 5, 2020

RE: RFP for Engineering Services for Roadway Improvements

Dear Carl

The subject proposal was advertised and the opening was held on June 24, 2020 by the City Controller. Following a review and evaluation of all proposals this selection process revealed a few firms qualifying for the scope of work required. Using a rating measurement on the qualifications of the RFP, I have determined the Firm of Barry Isett is well experienced and has the local capacity to provide the scope of work necessary for the projects. Therefore, I requested a proposal and costs associated for one construction project and with an option to provide professional services for a second construction project for 2021 construction season. The negotiated scope of work and pricing schedule is attached.

My recommendation is that Barry Isett is awarded a service contract for the Professional Engineering Services for the 2020 Roadway Improvement projects to be completed in 2021.

If you have any other questions concerning this recommendation, please don't hesitate to contact me directly for further information

Thank you,

Tom Preambo,  
Director,  
Department of Public Works  
City of Scranton



INVITATION FOR REQUEST FOR PROPOSAL

CITY OF SCRANTON

I. TYPES OF SERVICES REQUIRED

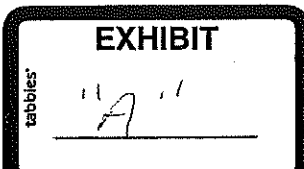
The City of Scranton requires professional service and advice with the following project:

*2020 Roadway Improvement Project*

The Project consists of an approximate \$1,100,000 Roadway Improvement Project incorporating the resurfacing of approximately 3 to 4.5 miles of roadway. The Project will be funded by from the City of Scranton 2020 Operating Budget.

**Engineering Project Description**

Firm will perform the engineering and other related services necessary for the design, bidding and construction (including but not limited to the following: Scope of Professional Services work is to develop design specifications for bidding and oversee the projects through construction; inspect completed work with daily onsite inspections; review and approve change orders; professional consultations and attend all construction meetings, and submit and approve invoices, application for payment to the City of Scranton's Office of Economic and Community Development for the construction of the project, including a written final inspection and completion report) for work including but is not limited to paving of "approximately 3 to 4.5 miles of roadway including transition and gutter or full width milling, Overlays, Scratch Coat, Bituminous Tack Coat, "approximately "10 to 25" Concrete Handicapped Curb Ramps with Survey and Design Construction Drawings , Rolled Bituminous Curbing, and Maintenance and Protection of Traffic. The Preparation for the Tack Coat, Rolled Bituminous Curb and the adjustment of any utility valves and manholes shall be included in the project for Scranton, Pennsylvania. All work will be constructed to meet current PennDOT and AASHTO standards for a local roads and bridges. The project is expected to be completed during the 2020 and 2021 construction seasons or the end of the construction project.



## 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 negotiate a contract with the most qualified firm, for necessary services, at compensation which the City determines as fair and reasonable. Should the City of Scranton be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, the City shall then undertake negotiations with the second most qualified firm.

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:**

John Murray  
City Controller  
City of Scranton

Via: <https://www.dropbox.com/request/VevFxX6b5nRij0qyLsgM>

The proposals shall be received no later than 10:00 A.M. prevailing time on June 24, 2020.

## III. COMPENSATION

The City of Scranton will negotiate a fixed fee for all services to be provided by the firm in connection with the project. It is expressly understood that failure to negotiate for services as established above, will disqualify the firm's "Request for Proposal."

#### 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 evaluated by utilizing the attached Evaluation Criteria Form, and will be scored. The responsible firm, whose credentials will be most advantageous to the City of Scranton, will be considered in negotiations.

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.

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: \_\_\_\_\_  
 2a. Public Advertisement Announcement Date, if any: \_\_\_\_\_  
 2b. Identification Number, if any: \_\_\_\_\_

3. Firm Name & Address: \_\_\_\_\_  
 3a. Name, Title & Telephone Number of Principal to Contact: \_\_\_\_\_

3b. Address of office to perform work, if different from Item #3: \_\_\_\_\_

4. Personnel by Discipline:

- |                             |                              |                           |
|-----------------------------|------------------------------|---------------------------|
| ___ 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 | ___ Total Personnel       |
| ___ Draftsmen               |                              | ___                       |

FIRM NAME:

PROJECT NUMBER:

<p>6. Outside key consultants/associates anticipated for this project:</p>	<p>5. Does your firm qualify under one of the following:                  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>7. Brief Resume of KEY Persons, Specialists, and Individual Consultants 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>

PROJECT NUMBER:

(a) FIRM NAME:

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. Entire Project Cost:	f. Actual Fee Charged
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 DECEMBER 31, 2020. THE SCHEDULE IS TO BID THE PROJECT IN THE SECOND QUARTER OF 2020 AND COMPLETE ALL CONSTRUCTION BY OR BEFORE DECEMBER 31, 2020.



**ATTACHMENTS  
DATA SUBMISSION DOCUMENTS**

**Attachment A. Affirmative Action Certification**

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

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with

affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess

(8) 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.

(9) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(10) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(11) 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 PROPOSER: \_\_\_\_\_

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 PROPOSER: \_\_\_\_\_

BY \_\_\_\_\_

TITLE: \_\_\_\_\_

**Attachment C.**  
**Non-Collusion Affidavit of Prime Bidder**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_

(Owner, partner, officer, representative or agent)

of \_\_\_\_\_, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit  
Signature Page

Signed \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

(TITLE) \_\_\_\_\_

MY COMMISSION EXPIRES

\_\_\_\_\_

\_\_\_\_\_, 20 \_\_\_\_\_

**Attachment D. Disclosures by Firm or Contractor**

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. 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, their position, and dates of employment or public service.

2. Within the past five years, has the firm or contractor made 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.

3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship.

4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value or discounted value.

5. 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 firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

**VERIFICATION** I \_\_\_\_\_, hereby state that I am (title) \_\_\_\_\_ for,

\_\_\_\_\_ and am authorized to make this verification.

Signature: \_\_\_\_\_

# OFFICE OF THE CITY CONTROLLER

PROJECT NAME- ENGINEERING SERVICES - 2020 ROADWAY IMPROVEMENT

PROJECT NO. \_\_\_\_\_ CITY X

BID OPENING DATE \_\_\_\_\_ 6/24/2020 \_\_\_\_\_ OECD \_\_\_\_\_

BIDDER/CONTRACTOR	BASE BID	BID BOND	CERT CK
KBA Paying	See attached		
Mike Shannon	See attached		
Zachary Smith	See attached		
Reilly Associates	See attached		
Sara	See attached		
Stahl Sheaffer Engineering	See attached		
Dave- Ruther and Bowen	See attached		
Tectonic	See attached		
Mark Katchur	see attched		

All responses must be received by 10:00 A.M. Eastern Time June 24, 2020. Questions should be submitted to [tpreambo@scrantonpa.gov](mailto:tpreambo@scrantonpa.gov). Subject line of questions and/or responses should read: "City of Scranton Engineering Services – 2020 Paving".

**THIS PROPOSAL MUST BE RECEIVED ELECTRONICALLY AS INDICATED ABOVE TO THE  
NO LATER THAN  
10:00 a.m.  
June 24, 2020**

**TO THE ATTENTION OF:**

John Murray  
City Controller  
City of Scranton

Via: <https://www.dropbox.com/request/VevFxx6b5nRij0qyLsgM>

NAME OF VENDOR: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_





1170 Highway 315, Suite 3, Wilkes-Barre, PA 18702  
570.285.8200 570.285.8201  
barryisett.com

August 6, 2020

City of Scranton  
340 N Washington Ave,  
Scranton, PA 18503  
Attn: Tom Preambo  
City of Scranton Department of Public Works Director

**RE: PROPOSAL TO PROVIDE PROFESSIONAL SERVICES FOR 2020 ROADWAY IMPROVEMENTS PROJECT**  
City of Scranton, Lackawanna County, Pennsylvania

Mr. Preambo,

Barry Isett & Associates, Inc. (Isett) is pleased to submit this proposal for engineering services associated with 2020 City of Scranton Roadway Improvements Project. Our understanding of the project is as follows:

**PROPOSAL BASIS**

1. The project consists of approximately 3 to 4.5 miles of roadway improvements including transition, gutter and/or full width milling, bituminous overlay, scratch course, bituminous tack coat, 10 to 25 Concrete Handicapped Curb Ramps with Survey and Design Construction Drawings, rolled bituminous curbing, and maintenance and protection of traffic.
2. The project is expected to have completed in two (2) separate construction phases during the 2020 and 2021 construction seasons or the end of the construction project.
3. This proposal assumes that all work will take place within the City of Scranton right-of-way and no evaluations will be completed within Pennsylvania Department of Transportation right-of-way. Any work associated with the acquisition of Highway Occupancy Permits (HOP) is not included in this proposal, if Highway Occupancy Permits are requested an additional proposal will be provided to the City.
4. This proposal assumes no new easements on adjoining properties will need to be created to facilitate roadway improvements.



**SCOPE OF SERVICES**

Based on the above items, we propose to provide the following services and tasks for both Phase 1 and Phase 2 of the 2020 Streets Improvement projects:

- A. Field View, Estimate, Project Coordination Contract Documents, and Inspection
1. This scope includes field view of the existing roadways to determine the following including and limited to:
    - a. Roadway dimensions - Width and Length
    - b. Evaluation of existing roadway condition
    - c. Edges of pavement including the presence of curbing including type and length
    - d. Pavement markings including type, length and color.
    - e. Perform a PA One Call Notification, as defined in the Underground Utility Line Protection Act, PA Act 287 of 1974, as amended
  2. Coordination with the City and all underground utility companies including but not limited to UGI, Verizon, PPL, and Pennsylvania American Water Company to confirm any/all future projects that are planned in the City.
  3. Prepare the following plans for each project phase :
    - a. Location Maps (8 1/2" x 11")
    - b. ADA Ramp Detail Sheets (8 1/2" x 11")
  4. Attend up to two (2) design meetings with the client to review the construction details.  
*NOTE: If requested, attendance at additional meetings will be provided on an hourly rate basis in accordance with the attached rate sheet.*
  5. Prepare an engineer's cost opinion for the proposed improvements.
  6. Prepare contract documents and technical specifications for proposed improvements.
  7. Attend one (1) pre-bid meeting with the City of Scranton.
  8. Prepare and issue bid addenda, as required, per the contractors' requests for information and/or City direction.
  9. Review and evaluate bids. Provide recommendation for bid award, and once approved by the City, issue the Notice of Award.
  10. Attend one (1) pre-construction meeting with the successful bidder / project contractor
  11. Provide daily onsite inspections during construction to confirm that the contractor is adhering to the provided Contract Documents.
  12. Inspect Designs once forms are placed to confirm that the ramps will be constructed in accordance with the provided designs.
- B. ADA Ramp Survey and Design
1. Provide a detailed field topographic survey, at the requested corners, to obtain all necessary data for the design (i.e., topographical survey, photos, etc.) of the proposed ADA compliant curbramps.
  2. Identify additional easements and/or rights-of-way, if necessary, for the proposed improvements.
  3. Perform a PA One Call Notification, as defined in the Underground Utility Line Protection Act, PA Act 287 of 1974, as amended
  4. Perform ADA ramp design in accordance with current PennDOT Pub 72 M

standards, which meet or exceed federal guidelines and any required technically infeasible forms (TIF).

*Please note that this price proposal includes a quantity of 25 ADA curb ramp designs based upon the RFP issued by the City of Scranton. If the number of curb ramp designs is increased or decreased based upon guidance from field views with the City of Scranton, Barry Isett and Associates will adjust the ADA ramp fee by \$800.00 per ramp.*

### SCHEDULE:

Upon authorization to proceed, Barry Isett and Associates and the City of Scranton shall mutually establish a schedule for this scope of work.

### COMPENSATION

The Scope of Services described above shall be provided for the following **lump sum** fees for each phase, plus reimbursable expenses. Billing shall be conducted on a monthly basis based upon the percentage of tasks completed, as itemized below:

#### Phase 1

A. Field View, Estimate, Project Coordination Contract Documents, and Inspections	\$ 26,575.00
B. ADA Ramp Survey and Design	\$ 20,000.00*

#### Phase 2

A. Field View, Estimate, Project Coordination Contract Documents, and Inspections	\$ 24,075.00**
B. ADA Ramp Survey and Design	\$ 20,000.00*

*\*Please note that this price proposal includes a quantity of 25 ADA curb ramp designs based upon the RFP issued by the City of Scranton. If the number of curb ramp designs is increased or decreased based upon guidance from field views with the City of Scranton, Barry Isett and Associates will adjust the ADA ramp fee by \$800.00 per ramp.*

*\*\* Standard contract documents will be created during Phase 1 it is anticipated that Barry Isett and Associates will be able to provide a cost savings of \$2,500.00 to the City of Scranton for the second phase of the project.*

### QUALIFICATIONS/EXCLUSIONS

1. The client shall be responsible for all fees associated with the submission and review of plans to governmental agencies, political entities, or others having jurisdiction over the project.
2. Prior to performing tasks outside the scope of the work, Isett will provide an estimate of the additional cost and will obtain approval from the owner/client. Work directed to be performed outside the Scope of Services above will be billed based on the attached hourly rate schedule. Examples of items outside the scope of work include additional meetings and tasks not specifically listed above.
3. This proposal is based upon preparing one complete design in accordance with codes and regulations in effect as of this date.

Revisions to the design necessitated by changes in codes or regulations, changes to the initial scheme requested by the client/owner, unusual or indecisive interpretations or requirements by the state or municipality, or other factors beyond Isett's control will require additional compensation to be negotiated.

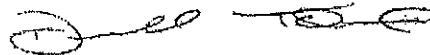
4. The amount of our professional liability insurance is \$3,000,000. Insurance coverage or limits (including professional liability insurance) requested in excess of that normally carried would be a reimbursable expense and itemized separately.
5. When project design work is suspended for more than six months, fees will be renegotiated. The fee listed above is based upon our portion of the work being completed by December 2021. Should the project be extended through no fault of Isett, we reserve the right to renegotiate the remaining services.
6. Digital information generated in the process of developing plans and specifications for this project is only for use in preparing said plans and has not been developed for use by others not part of this agreement. Supplying of digital information (CAD discs of plans and DTMs) for use by others carries a liability for which Isett was not compensated for under this agreement. It is understood that any requests for digital information for use by others will require that Isett be paid a fair compensation, commensurate with the liability associated with the intended use of the requestor, prior to release of the requested information. Any release of digital information to anyone not a part of this agreement, without prior, fair compensation, by any party to this agreement, or others, will constitute a transfer of full liability for use of said digital information to the party transferring said information.

The attached standard contract terms and conditions shall be made a part of this agreement.

If, after you have reviewed this proposal, you are satisfied with the terms, please sign and return it to us, as it will serve as our agreement for this work. If work authorization is not approved, there is no obligation for Isett to complete the work. This proposal is valid for 60 days from issuance.

We appreciate the opportunity to serve you and look forward to the successful completion of this work.

Sincerely,



Donald J. Totino, PE  
NEPA Municipal Operations Manager

Attachments

ACCEPTED BY:

\_\_\_\_\_  
(Sign name)

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Print name and title)



<b>MUNICIPAL</b>	
Sr. Municipal Engineer	\$110.00
Municipal Engineer/Planner	\$ 99.00
<b>DESIGN/DRAFTING/MODELING</b>	
Registered Landscape Architect	\$ 99.00
Landscape Designer	\$ 89.00
Staff Professional	\$ 95.00
Sr. Project Technician	\$ 83.00
Staff Technician	\$ 75.00
GIS Specialist	\$ 80.00
<b>CODE/ZONING</b>	
Master Code Official	\$ 96.00
Zoning Officer	\$ 75.00
Sewage Enforcement Officer	\$ 80.00
<b>ENVIRONMENTAL</b>	
Sr. Environmental Manager	\$ 96.00
Sr. Environmental Scientist/Geologist	\$ 91.00
Project Environmental Scientist	\$ 83.00
<b>SITE OBSERVATION</b>	
Sr. Construction Manager	\$110.00
Construction Manager	\$ 95.00
Construction Building Official	\$ 83.00
Construction Inspector	\$ 74.00
<b>SURVEY</b>	
Professional Surveyor	\$ 93.00
Survey Crew Chief	\$ 84.00
Survey/GPS Crew	\$147.00
Three-Person Survey Crew	\$179.00
<b>ADDITIONAL SERVICES</b>	
Sr. Geotechnical Engineer	\$168.00
Forensic Engineering Manager	\$155.00
Sr. Forensic Engineer/Architect	\$145.00
Sr. Electrical/Mechanical Designer	\$145.00
Grants Specialist	\$ 95.00
Project Support	\$ 54.00

NOTE: The cost of reimbursable expenses that are in addition to the basic services will be itemized separately. Reimbursable expenses include mileage; priority/express mail and packages; preparation of materials for electronic transfer; hand delivery of materials; reproductions; prints; and any additional insurance coverage or limits (including professional liability insurance) requested in excess of that normally carried.

Above rates are subject to change if conditions warrant. Reimbursables subject to Sales Tax.

Effective: 1/1/20

\\Global\BOPSS\Admin\TTOWN\Fee Schedules and Terms & Conditions\specialized rates and terms\Municipal2020\_Fees\_Municipal-NE.docx

## 2020 Municipal Fee Schedule

## STANDARD CONTRACT TERMS AND CONDITIONS

### 1. DUTIES AND RESPONSIBILITIES

1.1 Engineer agrees to provide those professional services as agreed to in the scope of services.

### 2. RESTRICTIONS ON USE OF DOCUMENTS

2.1 It is understood that the drawing(s) rendered under this agreement will be prepared in accordance with the agreed scope and will pertain only to the subject project. Use of the drawings, information or data contained therein for other purposes is at user's sole risk and responsibility.

2.2 Client agrees that all documentation including drawings and other work Engineer furnished to Client or Client's agents, which Engineer does not receive compensation for under the terms of this agreement shall remain Engineer's property and shall be returned upon demand and shall not be used for any purpose whatsoever.

2.3 Plans, CADD disks, and specifications, as instruments of service, are and shall remain the property of Engineer, whether the project for which they are intended is executed or not. The plans, CADD disks and specifications shall not be used by Client on other projects, for additions to this project, or for completion of this project by others, except by agreement in writing with the appropriate compensation to Engineer, provided Engineer is not in default under this agreement.

### 3. STANDARD OF CARE

3.1 Services performed by Engineer under the agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession practicing under similar circumstances in the same or similar locality.

### 4. OBSERVATION SERVICES

4.1 If required under the scope of services Engineer will provide personnel to observe and report on specific aspects or phases of construction in accordance with the agreed scope of services. If observational services are required, Engineer's services do not include supervision or direction of the actual work of the contractor, its employees, agents, or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of Engineer's field representative nor the observation by Engineer shall excuse the contractor for defects or omissions in his work.

4.2 It is understood that the Engineer shall not be held responsible for any errors or omissions on the part of the contractor, including, but not limited to, the contractor's failure to adhere to the plans and specifications regardless of whether or not Engineer is performing observational services. This provision shall be included in the contract between Client and his contractor.

4.3 It is understood that the contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and that these requirements shall apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site.

4.4 Engineer shall not be held responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

4.5 It is understood that if Engineer's scope of services does not include observation services, then Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and Client waives any claims against Engineer that may in any way be connected thereto. Client agrees to the fullest extent permitted by law to indemnify and hold harmless Engineer, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustment or changes made to the Contract Documents to reflect changed field or other conditions.

### 5. TERMINATION, SUSPENSION

5.1 This agreement may be terminated by either party upon written notice. In the event of termination, Engineer shall be paid for services performed to the termination date plus reasonable termination expenses.

5.2 In the event of termination or suspension for more than three (3) months, prior to completion of all services contemplated by the agreement, Engineer may complete such analysis and records as are necessary to complete his files and may also complete a report on the services performed on the date of notice of termination or suspension. The expenses of termination or suspension shall include all costs of Engineer in reporting, completed data, completing such analysis records and reports.

5.3 Client shall make no request of Engineer that, in Engineer's reasonable opinion, would be contrary to Engineer's professional responsibilities to protect the public. Client shall take all actions and render all reports required of Client in a timely manner. Should Client fail to do so, Client agrees Engineer has the right to exercise its professional judgment in reporting to public officials. Client agrees to take no action against or attempt to hold Engineer liable in any way for carrying out what Engineer reasonably believes to be its public responsibility. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees and subcontractors against all damages, liabilities or costs arising out of or in any way connected with Engineer's notifying or failing to notify appropriate public officials.

### 6. INVOICES, PAYMENTS

6.1 Engineer will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a service charge of one and one-half (1-1/2) percent per month (18% per annum) or fraction thereof on past due payments under this agreement. If an invoice remains unpaid for a period in excess of sixty (60) days Barry Iselt & Associates, Inc., reserves the right to pursue all appropriate remedies including stopping work and retaining all drawings without recourse.

6.2 Payment to Engineer is a material consideration of this agreement. Therefore, Engineer has a right to suspend services for non-payment. Engineer shall not be liable, nor in any way be responsible for damages, delays or increased costs that may occur as a result of Engineer's suspension of services. Client shall hold harmless, indemnify, and defend Engineer for claims that arise due to any suspension.

6.3 It is further agreed that in the event a lien or suit is filed to enforce payment under this agreement Engineer shall be reimbursed by Client for all court costs and reasonable attorney's fees in addition to accrued service charges.

### 7. DISPUTES

7.1 In the event that Client institutes suit or arbitration against Engineer because of any alleged failure to perform, or for any alleged error, omission, or negligence, and if such suit or arbitration is dropped or dismissed, or if judgment is rendered for Engineer, Client agrees to reimburse Engineer or pay any and all costs and any and all other expenses of defense, immediately following dropping or dismissal of the case or immediately upon judgment being rendered on behalf of Engineer.

### 8. WARRANTY OF AUTHORITY TO SIGN

8.1 The person signing this contract warrants they have authority to sign as, or on behalf of, Client for whom or for whose benefit that Engineer's services are rendered, and also that, if Client is a corporation, that the person signing this contract shall be personally liable, if necessary, for all monies owed under this agreement. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract and that in any action against him for breach of such warranty a reasonable attorney fee shall be included in any judgment rendered.

8.2 If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Engineer to proceed with services, then Client shall be deemed to have accepted the terms of the proposal and these Standard Terms and Conditions.

### 9. CHOICE OF LAW

9.1 This contract shall be construed in accordance with the laws of the Commonwealth of PA.

### 10. SEVERABILITY

10.1 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

### 11. REMEDY

11.1 If the services performed by Engineer are faulty, Client's exclusive remedy shall be for Engineer to re-perform such services to the extent necessary to correct the fault therein without charge to Client or damages limited to those amounts set forth in Warranty, Liability, and Indemnification.

11.2 All claims, disputes, and other matters in question between Engineer and Client, not in excess of \$200,000.00 arising out of or relating to, the contract documents or the breach thereof, shall be resolved as follows:

11.3 A written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, shall be submitted to "Judicare Headquartered in Philadelphia." The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved by mediation, the matter shall then be submitted to arbitration in accordance with paragraph 11.5.

11.4 No mediation, arbitration, arising out of or relating to this agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement, and signed by Engineer, Client, and any other person sought to be joined. Any consent to mediation, arbitration involving an additional person or persons shall not constitute consent to mediation, arbitration of any dispute not described herein. This agreement to mediate, arbitrate (and any agreement to mediate, arbitrate) with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing mediation, arbitration law.

11.5 Any dispute between the parties that is to be resolved by arbitration shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect. Any such arbitration shall be held and conducted in Trenton, PA. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### 12. VALIDITY

12.1 It is understood that this agreement is valid for a period of sixty (60) days after which time, if it is not rejected by Client, Engineer reserves the right to revise or withdraw this agreement.

### 13. CHANGES IN THE WORK

13.1 The stated total fee constitutes Engineer's estimate of the effort required to complete the project as Engineer understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in direction, additional effort, or suspension of effort, which may alter the scope. Engineer will inform Client of such situations so that negotiations or change in scope and adjustments to the time of performance can be accomplished as required. If such change, additional effort, or suspension of effort results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the agreement modified accordingly.

### 14. WARRANTY LIABILITY, AND INDEMNIFICATION

14.1 Engineer's liability for damages due to error, omission or professional negligence shall be limited to the amount not to exceed \$50,000.00 or Engineer's fee, whichever is less. If Client prefers not to limit Engineer's professional liability to this sum, Engineer will waive this limitation upon Client's request provided that Client agrees to pay an additional consideration for this waiver, prior to commencement of services.

14.2 Client agrees to hold its sole cost and expense to indemnify, defend and hold harmless, Engineer, its subsidiaries, affiliates, officers, employees, and consultants or such other who may have assisted Engineer in the rendering of its services in connection with the project from and against, for any in respect of, and all claims, liabilities, costs, and expenses, including, but without limitation, reasonable attorney's fees and other costs and expense incident to any claim, demand, suit actions, suffered, sustained or require to be paid by Engineer as a result of any claims, demands or legal proceedings which may be asserted by any party other than Client and in any way relates to any act or error, omission, negligence, carelessness or breach of duty, contractual or otherwise on the part of Engineer in connection with the project. In the event Client is required to defend Engineer under the last paragraph, Engineer shall have the right to counsel of its own choosing.

14.3 Client agrees to be entirely liable for providing any/all contractors working on this project with the latest revisions of all plans.

14.4 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Engineer, their respective officers, directors, partners, employees, contractors or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

8/2013

## REQUEST FOR PROPOSAL

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until Wednesday, June 24, 2020 at 10:00 a.m., at which time such proposals will be opened in the City Council Chambers and available for public viewing at [www.youtube.com/user/electriccityv570](http://www.youtube.com/user/electriccityv570) for the following:

### CITY OF SCRANTON

### ENGINEERING SERVICES - 2020 ROADWAY IMPROVEMENT PROJECT

Proposals shall be made upon the official proposal form attached to the specifications which may be obtained at the City Purchasing Department, 340 North Washington Avenue, Scranton, PA 18503 and which may be had by bona fide bidders. Copies can be obtained on the City of Scranton website at [www.scrantonpa.gov](http://www.scrantonpa.gov). If you intend to submit a proposal, you are required to notify DPW Director Thomas Preambo via email at [tpreambo@scrantonpa.gov](mailto:tpreambo@scrantonpa.gov). If you fail to notify the DPW Director of your intent to submit a bid, you will not receive any Addenda or answers to questions that may be submitted from other bidders.

Proposals will be received and identified by "City of Scranton Engineering Services – 2020 Paving". Due to the closure of City Hall, all proposals shall be submitted to City Controller John Murray electronically via <https://www.dropbox.com/request/VevFvX6b5nRii0qvLsgM>, so as to arrive by the date and time specified above. The City of Scranton will require a pdf document of this proposal. If you have any questions, please submit them via email only to Thomas Preambo, DPW Director at [tpreambo@scrantonpa.gov](mailto:tpreambo@scrantonpa.gov).

Thomas Preambo, DPW Director

Each proposal must be accompanied by a signed proposal, certificate of insurance, and signed anti-collusion, affirmative action, and disclosure affidavit.



# PROPOSAL

*to provide*  
**ENGINEERING SERVICES**

Prepared for:  
**CITY OF SCRANTON**  
**2020 ROADWAY IMPROVEMENT PROJECT**  
*In Response to*  
Request for Proposals due: 10 a.m. June 24, 2020

**Proposal Point of Contact:**  
Donald J. Totino, PE  
dtotino@barryisett.com  
570.285.8176



1170 Highway 315, Suite 3, Wilkes-Barre, PA 18702  
8 W. Broad Street, Suite 1100, Hazleton, PA 18201  
525 Main Street, Suite 200, Stroudsburg, PA 18360  
2 Market Plaza Way, Suite 7, Mechanicsburg, PA 17055  
420 N. Park Road, Suite 202, Wyomissing, PA 19610  
1003 Egypt Road, Phoenixville, PA 19480  
196 W. Ashland Street, Doylestown, PA 18901  
85 S. Route 100, Allentown, PA 18106



570.285.8200	570.285.8201
570.455.2999	570.454.9979
272.200.2050	272.200.2051
717.795.8575	717.795.9110
484.346.7640	484.346.7639
610.935.2175	610.481.9098
267.454.2260	267.454.2264
610.398.0904	610.481.9096





1170 Highway 315, Suite 3, Wilkes-Barre, PA 18702  
570.285.8200 570.285.8201  
barryissett.com

June 24, 2020

Mr. Thomas Preambo  
Director, Department of Public Works  
City of Scranton  
340 North Washington Avenue  
Scranton, PA 18503

Dear Mr. Preambo:

**RE: REQUEST FOR PROPOSALS, ENGINEERING SERVICES,  
2020 ROADWAY IMPROVEMENT PROJECT**  
City of Scranton, Lackawanna County, Pennsylvania

On behalf of my colleagues at Barry Isett & Associates, Inc., I am pleased to share our proposal for engineering services for the City of Scranton's 2020 Roadway Improvement Project. It is a perfect fit for members of our Municipal Department who have delivered exceptional service and technical expertise on similar projects in communities across eastern and central Pennsylvania.

Established in 1977, Isett began with a single location in Trexlertown, Lehigh County, and has since expanded to seven additional offices, including our Wyoming Valley location on Route 315 in Plains Township.

The engineers and experts in this office are invested in Northeast Pennsylvania, proud of the region and active in the communities in which they live. Their experience, along with examples of other similar projects successfully engineered at Isett, are outlined in the pages that follow. They provide a glimpse at how Isett can deliver high-quality work and results that exceed expectations.

As vice president of Isett's Northeast Pennsylvania Region, I lead our Wilkes-Barre office team of engineers, environmental scientists, code specialists, surveyors, construction specialists, registered landscape architects and construction inspectors.

We can also draw upon the knowledge and resources within our firm, now 190 associates strong across our eight locations. This allows our project team to focus on your needs, which are understood to be engineering and other related services necessary for the design, bidding and construction of the 2020 Roadway Improvement Project incorporating the resurfacing of approximately 3 to 4.5 miles of roadway.

A number of municipalities, organizations and other entities in the Scranton area have increasingly trusted and relied upon Isett to complete a wide range of projects. Some highlights:

- The City of Scranton retained Isett's code professionals to perform a complete review of the city's Department of Licensing, Inspections and Permits. COVID-19 and its financial impact have delayed this project, but Isett personnel are prepared to assist city officials when they are ready to proceed.

- The Lackawanna County Planning Commission is among a consortium that hired Isett planners for the Scranton/Wilkes-Barre Bicycle and Pedestrian Study.
- The University of Scranton chose Isett for various engineering tasks at its South Side Sports Complex.

Teaming with Isett offers many advantages, including but not limited to:

- The benefit of unbroken continuity of service.
- Experience in successfully operating under agency guidelines.
- Engineering services provided by a strong firm with an office within a 20-minute drive of the city.
- The in-house staffing depth, technological capabilities, and physical facilities to commit to your projects.
- All engineering disciplines to support your projects, should additional needs arise.
- The desire to remain on your team.

Isett attracts and retains top quality talent due to our values and culture. Our firm has been among The Morning Call's Top Workplaces for 10 consecutive years, and last November was named as one of the 100 Best Places to Work in Pennsylvania. This prestigious honor is an initiative of Team Pennsylvania, Central Penn Business Journal, the PA Society for Human Resources Management, and Best Companies Group.

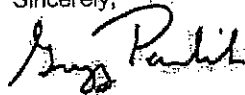
In addition, our grantsmanship program, offered as a pro bono service to clients, has been a tremendous success, having secured more than \$20 million in funding for a variety of municipal projects in just five years. Our grants team can provide "quality assurance/quality control" reviews of grant applications or make direct grant requests on behalf of clients.

For this project, we would be happy to negotiate a fixed fee for all services necessary to meet the requirements of the RFP.

Our commitment to communities is clear. It is evident in the hundreds of projects completed with the safety and well-being of citizens a top priority, and to the dozens of satisfied municipal clients who turned to Isett for a cost-effective solution.

We look forward to the opportunity to help the city continue building upon its progress toward a brighter future. Please contact me with any questions or to discuss this opportunity further.

Sincerely,



Gregg Pavlick  
Vice President, NEPA Region

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: 2020 Roadway Improvement Project City of Scranton	2a. Public Advertisement Announcement Date, if any:	2b. Identification Number, if any:
3. Firm Name & Address: Barry Isett & Associates, Inc. 1170 Route 315, Suite 3, Wilkes-Barre, PA 18702	3a. Name, Title & Telephone Number of Principal to Contact: Gregg Pavlick, Vice President, NE PA Region 570.455.2999	
	3b. Address of office to perform work, if different from Item #3: Not applicable	
4. Personnel by Discipline: (Three NEPA offices ... Wilkes-Barre, Hazleton and Stroudsburg)		
<u>3</u> Administrative (Secretarial/Clerical)	<u>1</u> Electrical Engineers	<u>1</u> Soils Engineers
<u>   </u> Architects	<u>   </u> Estimators	<u>   </u> Specification Writers
<u>5</u> Civil Engineers	<u>1</u> Landscape Architects	<u>1</u> Structural Engineers
<u>2</u> Construction Inspectors	<u>   </u> Mechanical Engineers	<u>3</u> Surveyors
<u>5</u> Draftsmen	<u>   </u> Planners: Urban/Regional	<u>21</u> Total Personnel
5. Does your firm qualify under one of the following: No  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	6. Outside key consultants/associates anticipated for this project: None	

FIRM NAME: Barry Isett & Associates, Inc.  
 PROJECT: City of Scranton 2020 Roadway Improvement Project

7. Brief Resume of KEY Persons, Specialists, and Individual Consultants anticipated for this Project; MORE RESUMES INCLUDED	
a. Name and Title: Gregg Pavlick, Vice President, NE PA Region	a. Name and Title: Donald Totino, PE, NE PA Operations Manager, Municipal Engineering
b. Project Assignment: Principal-In-Charge	b. Project Assignment: Project Manager
c. Name of firm with which associated: Barry Isett & Associates, Inc.	c. Name of firm with which associated: Barry Isett & Associates, Inc.
d. Years experience: With this firm <u>21</u> With other firms <u>0</u>	d. Years experience: With this firm <u>15</u> With other firms <u>15</u>
e. Education: Degree(s)/Year/Specialization B.S., Environmental Science, 1998, Pennsylvania State University	e. Education: Degree(s)/Year/Specialization B.S., Civil Engineering, 2003, Pennsylvania State University
f. Active Registration: Year first registered/Discipline Not applicable	f. Active Registration: Year first registered/Discipline 2015, Professional Engineer, PE082967
g. Other experience and qualifications relevant to the proposed project: See attached resume	g. Other experience and qualifications relevant to the proposed project: See attached resume
h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary): Mr. Pavlick will provide an executive level of client communication. As a company shareholder, his objective is achieving the level of client satisfaction that inspires long-term relationships.	h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary): Mr. Totino will work directly with the client to develop project scope, schedule and budget. He will assign appropriate personnel, verify project milestones are met and hold overall responsibility for a satisfactory project outcome.

FIRM NAME: Barry Isett & Associates, Inc.  
PROJECT: City of Scranton 2020 Roadway Improvement Project

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
				Entire Project Cost:	Cost of work for which firm was/is responsible:	
Hazleton CDBG Street Improvements City of Hazleton, PA	Surveys, engineering design, construction documents, bidding assistance, construction phase services - 60 ADA ramps across the city	City of Hazleton Joseph Zeller, Director Economic Development 40 North Church Street Hazleton, PA 18201 570-459-4910	7 months  June - Dec. 2016	\$296,165	\$296,165	\$81,082
Town Square Reconstruction Topton, PA Full Street Reconstruction including curb & sidewalks, ADA ramps & stormwater improvements	Surveys, engineering design, construction documents, bidding assistance, construction phase services, assistance in obtaining liquid fuels money	Topton Borough Marcus Dolny, Borough Manager 205 S. Callowhill Street Topton, PA 19562 610-682-2541	11 months  Oct. 2016 - Aug. 2017	\$571,528	\$571,528	\$106,000
Street Improvements Nescopeck, PA Installation of ADA curb ramps, milling, overlay, base repairs and pavement markings on Fourth Street, Wall Street, Raspberry Avenue and Cherry Avenue.	Field view/survey, ADA ramp design, construction planning, bid phase services, construction inspection.	Luzerne County Community Development via Nescopeck Borough 501 Rober Avenue Nescopeck, PA 18635 570-752-3799	6 months  April - Sept. 2019	\$28,380	\$28,380	\$85,882
Saucon Street CDBG Hellertown, PA ADA ramps, crosswalks, and bump-outs to increase accessibility to Saucon Rail Trail	Surveys, engineering design, grant coordination, construction documents, bidding assistance, construction phase services	Hellertown Borough Cathy Hartranft Borough Manager 685 Main Street Hellertown, PA 18055 610-838-7041	13 months  July 2016 - Aug. 2017	\$168,527	\$168,527	\$21,167

FIRM NAME: Barry Isett & Associates, Inc.  
 PROJECT: City of Scranton 2020 Roadway Improvement Project

9. Use this space to provide any additional information, or description of resources supporting your qualifications for the proposed project:

Barry Isett & Associates, Inc. is a multi-discipline employee-owned engineering firm with all the in-house capabilities required for the successful completion of your project. Don Totino, PE, your project manager, has led many similar projects including the following:

**City of Scranton OECD Street Improvements Project**

Mr. Totino was the project manager, designer and provided construct phase services for multiyear street improvements projects over the course of 5 years. The projects included the improvements to various streets and courts located within the City of Scranton authorized by the City of Scranton Office of Economic and Community Development. The work included milling, overlay, base repair, full depth reconstruction, ADA curb ramp design, stormwater, signing and pavement marking improvements, and required traffic control. The total construction cost utilizing CDBG funding over the 5-year period was approximately \$7 million. Mr. Totino provided preliminary cost estimates, developed CDBG approved contract documents, attended project meetings, and provided project administration and coordination between the various contractors and owner to complete the projects within desired timeline and at budget as dictated by the City of Scranton Office of Economic and Community Development.

**West Pittston CDBG Street Improvements Project**

Mr. Totino has been the project manager, designer, construction manager, and project coordinator on a variety of CDBG projects over the last 10 years. The project scopes included but not limited to street improvements, ADA curb ramp improvements, drainage improvements. The work was specific to the application submitted by West Pittston Borough, but generally included milling, overlay, base repair, full depth reconstruction, ADA curb ramp design, stormwater replacement, installation of concrete curb, manhole adjustments, signing and pavement marking improvements, and required traffic control. The total construction cost utilizing CDBG funding over the 10-year period was approximately \$650,000. All projects were coordinated with West Pittston Borough and the Luzerne County Office of Community Development to ensure all funding requirements were met and the project was completed at the available funding amount.

**West Pittston CDBG-DR Improvements**

Mr. Totino has been the project manager, designer, and construction manager, on five separate projects utilizing CDBG-DR funding provided from Luzerne County Office of Community Development for flood ravaged West Pittston Borough due to the Susquehanna River exceeding it banks. The six projects were completed over the last 3.5 years. The project scopes included but not limited to sidewalk improvements, sanitary sewer improvements, stormwater separation, milling, overlay, full depth reconstruction, ADA curb ramp design, installation of concrete curb, manhole adjustments, landscaping, stamped concrete, lighting, signing and pavement marking improvements, and required traffic control. The total construction cost utilizing CDBG funding over the 3.5-year period was approximately \$3 million. All projects were coordinated with West Pittston Borough and the Luzerne County Office of Community Development to ensure all funding requirements were met and the project was completed within the funding expiration dates at the available funding provided to

West Pittston Borough.

White Haven CDBG Street Improvements

Mr. Totino has been the municipal engineer, project manager, designer, and construction manager, on three separate projects utilizing CDBG funding provided from Luzerne County Office of Community Development. The three projects were completed over the last 7 years. The project scopes included but not limited to sidewalk improvements, stormwater improvements, park improvements, milling, overlay, base repair, ADA curb ramp design, installation of concrete curb, manhole adjustments, landscaping, signing and pavement marking improvements, required traffic control, and building demolitions. The total construction cost utilizing CDBG funding over the 7-year period was approximately \$450,000. All projects were coordinated with White Haven Borough and the Luzerne County Office of Community Development to ensure all funding requirements were met. The project was completed within the funding expiration dates and the available funding provided to White Haven Borough which included the repurposing of additional funding remaining after the street improvements project.

City of Pittston Streetscape Project

Mr. Totino has been the project manager, designer, construction manager, and project coordinator on CDBG funded streetscape improvements in the City of Pittston the last 2 years. The project scopes included but not limited to sidewalk improvements, stormwater improvements, milling, overlay, full depth reconstruction, ADA curb ramp design, installation of concrete curb, manhole adjustments, landscaping, stamped concrete, lighting, signing and pavement marking improvements, and required traffic control. The total construction cost utilizing CDBG funding over the 10-year period was approximately \$350,000. All projects were coordinated with the City of Pittston and the City of Pittston Redevelopment Authority to ensure all funding requirements were met and the project was completed under the available funding amount.


Information about additional projects is included in this package.

The foregoing is a statement of facts

10. The foregoing is a statement of facts.

Date: June 23, 2020

Signature: \_\_\_\_\_



Gregg Pavlick, Vice President, NEPA Region

Typed Name and Title

Attachment C.  
Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania  
COUNTY OF LuZerne

Gregg Pavlick, being first duly sworn, deposes and says that:

1. He is Vice President, Northeast PA Region

(Owner, partner, officer, representative or agent)

of Barry Tsett's 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, 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 Gregg Parhle

Vice President, Northeast PA Region  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 24 DAY OF June 2020

(TITLE) Theresa M. Muldowney

MY COMMISSION EXPIRES

Nov 15, 2021

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Theresa M. Muldowney, Notary Public  
Upper Merion Twp, Lehigh County  
My commission expires November 15, 2021

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 DECEMBER 31, 2020. THE SCHEDULE IS TO BID THE PROJECT IN THE SECOND QUARTER OF 2020 AND COMPLETE ALL CONSTRUCTION BY OR BEFORE DECEMBER 31, 2020.

**ATTACHMENTS  
DATA SUBMISSION DOCUMENTS**

**Attachment A. Affirmative Action Certification**

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

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with

affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess

(8) 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.

(9) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(10) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(11) 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.

6/23/20

DATE:

NAME OF PROPOSER: Barry Iselt & Associates

BY: Gregg Paulin Gregg Pavlick

TITLE: Vice President NEPA

### 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: 6/23/20

NAME OF PROPOSER: Barry Iselt & Assoc.

BY Greg Paulick - Greg Paulick

TITLE: Vice President NEPA



BARRISE-01

LHILLIARD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/19/2019

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME	PHONE (A/C, No, Ext): (703) 827-2277		FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com			
INSURED  Barry Isett & Associates, Inc. 85 South Route 100 Allentown, PA 18106	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Travelers Indemnity Co. of America A++, XV			25666
	INSURER B: Travelers Property Casualty Company of America			25674
	INSURER C: Travelers Indemnity Company, A++, XV			25658
	INSURER D: Continental Casualty Company (CNA) A, XV			20443
INSURER E:				
INSURER F:				

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 SUBR INSD 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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		680-6H296120	9/15/2019	9/15/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occ/accident) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$ COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-6H29831B	9/15/2019	9/15/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB-6H29836A	9/15/2019	9/15/2020	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 PER CLAIM/AGGREGATE \$ 3,000,000
D	Professional Liab.		591903965	9/15/2019	9/15/2020	

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

### CERTIFICATE HOLDER

FOR PROPOSAL PURPOSES ONLY

### 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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2019

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 TW Cooper Insurance 6666 Passer Road  Coopersburg PA 18036	CONTACT NAME: Steve Kyra	FAX (AG. No.): (610)282-3152	
	PHONE (AG. No./Ext.): (610)282-1554	E-MAIL ADDRESS: steve@twcooperinsurance.com	
INSURED  Barry Iselt & Associates Inc 85 S Route 100  Allentown PA 18106-9207	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Erie Insurance Exchange		26271
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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 INSR	SUBR WVR	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"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	Q091540075	9/15/2019	9/15/2020	COMBINED SINGLE LIMIT (Per accident) \$ 100000 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 \$

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

\*\*\*\*\* FOR PROPOSAL PURPOSES ONLY \*\*\*\*\*

CERTIFICATE HOLDER  **** FOR OFFICE USE ONLY ****	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 

Fax: ACORD 26 (2016/03)

Email:

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CENTRAL PENN BUSINESS JOURNAL  
**BEST PLACES** to work in PA **2019**

THE MORNING CALL

At Barry Isett & Associates, Inc., we understand that it is our people who make the difference in finding creative and cost-effective solutions for the array of challenges that any project can present. We are proud of the staff we have assembled and the capabilities they bring to our clients. Barry Isett founded the firm in 1977 to provide structural engineering, civil and development and survey services to the Lehigh Valley area. We have now grown to be a 180+ member firm with seven additional offices throughout eastern Pennsylvania—including locations in the Hazleton Area, Wyoming Valley and Greater Pocono Region. Our scope of services now includes mechanical/electrical/plumbing engineering & fire protection, environmental consulting, municipal, geotechnical, construction inspections & materials testing, forensics building investigation, code inspection & plan review, traffic planning, water & wastewater, grantsmanship, project management & construction services and landscape architecture.

The Isett team can provide single source responsibility or start-to-finish project involvement in the design, construction, operation, maintenance, renovation and replacement of facilities. From feasibility studies, boundary surveys, soil testing, property condition assessments and subsurface investigations, to traffic impact studies, MSA assistance, cost estimation, bidding assistance and special inspections—we are experienced in every step of the development, building and renovation process.

In 1998, Isett instituted an Employee Stock Ownership Plan. We believe that employee ownership is a catalyst in providing an extra measure of client-centered service. Both our founder and firm have been honored by peers and professional organizations for our contributions to our profession and community, including the Societas Award for Responsible Corporate Conduct—presented by the Forum for Ethics in the Workplace—the Lehigh Valley Business Corporate Citizen of the Year and Business of the Year, The Morning Call Top Workplaces (2013 – 2019) and one of the Best Places to Work in PA (2019).

We are proud of the ongoing relationships we have developed with clients in many different fields, including the private industry, residential and commercial real estate, federal and state agencies, municipalities, healthcare providers and educational institutions. We understand that engineering services provide a means for clients to achieve their goals. Our clients focus upon the project they are creating or renovating and look to us to guide them through the steps that are required to make their vision a reality—it would be our pleasure to help bring your project to life!



Hazleton Office



Wyoming Valley Office



Stroudsburg Office



*Introduction to Barry Isett & Associates, Inc.*





## SCOPE OF SERVICES

### Civil Land Development

Kevln Markell, PE • [kmarkell@barrylsett.com](mailto:kmarkell@barrylsett.com)

Geographic information system • NPDES permits • Site design and permitting • Site feasibility evaluation • Soil erosion control plans • Stormwater analysis and design • Stormwater infiltration testing • Subdivision plans

### Survey

Alan Chyko, PLS • [achyko@barrylsett.com](mailto:achyko@barrylsett.com)

ALTA • Boundary • Construction • Flood elevation certifications • Global positioning system • Topographic • Utility

### Water & Wastewater

Charley Myers, PE • [cmyers@barrylsett.com](mailto:cmyers@barrylsett.com)

Act 537 plans • Pump station design • Septic design • Soil testing for infiltration and septic systems • Wastewater collection and treatment • Water treatment and distribution

### Landscape Architecture

Bryan Smith, RLA, ASLA • [bsmith@barrylsett.com](mailto:bsmith@barrylsett.com)

Bio-retention system design • Green roof design • Landscape design • Parks and recreation facilities and planning • Riverfront and streetscape planning and design • Site lighting • Trail design

### Environmental Consulting

Sarah Snyder, PG • [ssnyder@barrylsett.com](mailto:ssnyder@barrylsett.com)

Act 2 site characterizations and release of liability (PA) • Asbestos inspections, remediation design and management planning • Brownfields services • Geology and hydrogeology studies and permitting • Karst studies • Phase I and Phase II Environmental Site Assessments (ASTM or customized) • PNDI investigations • Sewage disposal testing and design • Sinkhole investigation and remediation • Underground storage tank removal and closure • Wetland delineation, permitting and mitigation

### Forensic Building Investigation

Greg Marks, PE • [gmarks@barrylsett.com](mailto:gmarks@barrylsett.com)

Building envelope, façade and roof investigations and repairs • Catastrophic evaluations • Expert investigations and witness • Fire, wind, snow and hail evaluations • Flood, collapse and impact evaluations • Insurance claim investigations • Property Condition Assessments • Sinkhole evaluations and repair • Structural assessments and investigations

### Mechanical/Electrical/Plumbing Engineering & Fire Protection

K. Lucy Paretto, PE • [kparetto@barrylsett.com](mailto:kparetto@barrylsett.com)

Automatic control systems • Building and energy management systems • Central utilities and master planning • Electric and lighting systems • Emergency power and uninterruptible power supply systems • Energy conservation studies • Fire protection systems • Heating, ventilating and air conditioning systems • Plumbing systems • System evaluations and life cycle and cost benefit analysis

### Traffic Planning

Ryan Kern, PE • [rkern@barrylsett.com](mailto:rkern@barrylsett.com)

PennDOT Highway Occupancy Permits • Roadway design • Signage analysis • Traffic circulation studies • Traffic impact studies • Traffic signal design • Trip generation studies



Barry Iselt & Associates, Inc. provides services for clients in many different markets: commercial, community resource, financial, healthcare, higher education, hospitality/entertainment, industrial, insurance, K-12, the public sector, residential and senior living.

#### Office Locations

Lehigh Valley • Delaware Valley • Wyoming Valley  
 Hazleton Area • Capital Region • Greater Berks  
 Greater Pocono Region • Bucks County

barryiselt.com 610-388-0904

## SCOPE OF SERVICES

### Municipal

Ryan Kern, PE • rkern@barryiselt.com

ADA accessibility studies • Boundary and topographic surveys • Building code plan review and inspection • Design and construction administration of infrastructure improvements • Facility design and construction • Geographic information system • MS4 technical assistance • Parks and recreation planning • Sewage treatment plant design • Stormwater system analysis and design • Street design • Wastewater collection systems • Water distribution systems

### Project Management & Construction Services

Bob Korp, AICP, LEED AP • bkorp@barryiselt.com | John Carson, Assoc. AIA • jcarson@barryiselt.com

Bank project costs and document review • Construction document preparation and bidding assistance • Construction observation services • General construction cost estimation • Owner's representative services • Payment verification observations • Roof consulting

### Grantsmanship

Mary Himmelberger • mhimmelberger@barryiselt.com

Application tasks coordination • Application writing • Strategic funding plans

### Structural Engineering

Ross Sotak, PE • rsotak@barryiselt.com

Culvert design • Evaluations, reports and inspections • Historic preservation • Retaining wall design • Seismic analysis and design • Structural design

### Code Inspection & Plan Review

Matt Walter, MCP, CFM • mwalter@barryiselt.com

Building inspection • Electrical inspection • Energy conservation inspection • Fire inspection • Fire protection system plan review and inspection • Mechanical inspection • Multi-discipline plan review • Plumbing inspection

### Construction Inspections & Materials Testing

Brandon Trate, PG • btrate@barryiselt.com

Application of sprayed fire-resistant materials • Asphalt core profiles • Atterberg Limits (liquid and plastic limits) • Concrete, mortar cube, grout prism and concrete core compressive strength testing • Installation of smoke control systems • Installation of wall panels and veneers • Moisture content of soil/aggregate compaction testing • Retaining wall installation • Shallow and deep foundation installation • Soil particle size analysis (non-hydrometer) • Soils—excavation and fill operations • Steel, concrete, masonry and wood construction

### Geotechnical

Candace Hickey, PE • chickey@barryiselt.com

AASHTO pavement design • Deep foundation installation • Due diligence property evaluations • Foundation design • Geotechnical support during construction • Geothermal well installation • Ground improvement • Pavement and slab rehabilitation • Retaining wall recommendations • Review of blasting plans • Rock mapping • Scour analysis • Settlement remediation • Slope stability analysis • Subsurface investigations • Underpinning inspection

## Borough of Pen Argyl

In our service as Municipal Engineer for a number of municipalities, Barry Isett & Associates, Inc. provides ongoing assistance in the evaluation and improvement of curbs, sidewalks and streets.

Each year, we assist the manager of the Borough of Pen Argyl to identify projects that are eligible for Community Development Block Grants (CDBG). Isett personnel evaluate existing conditions of curbs, sidewalks, streets and alleys; develop a prioritized list for review; receive input and approval from the borough administration and council; prepare opinions of probable costs for the repairs; and assist with the grant applications. When funding is confirmed, we prepare design and construction documents; assist with the bidding and contractor recommendation; provide construction observation; review applications for payment; and assist with project closeout.

In many cases, projects involve full-depth roadway pavement design and reconstruction; sanitary and storm sewer pipe and structures installation; concrete curb and sidewalk replacement; ADA-compliant ramps; and utility adjustments for the reconstruction.

Areas in Pen Argyl Borough that have been improved with our assistance include the reconstruction of:

- Pen Argyl Street from Robinson Avenue to Borough Line
- Broad Street
- George Street
- North Westbrook Avenue
- Plainfield Avenue
- Robinson Avenue
- Laurel Avenue
- D Street
- Chestnut Street
- William Street
- Railroad Avenue
- A, B and C Streets
- Vine Street

Historically, we have been able to facilitate the CDBG-funded improvement of at least one substantial section of municipal road during each year of our tenure as Municipal Engineer. Our firm was appointed in 2002.



## **CDBG Street Improvement Projects**

## City of Hazleton

As the CDBG Engineer for the City of Hazleton, Isett conducted an evaluation of specific sections of Wyoming, Cedar and Vine Streets. Our scope of services included:

- Reviewing the proposed project area & providing preliminary budget information for potential improvements
- Conducting topographic surveys, where necessary, to prepare typical street sections
- Taking roadway core samples to determine depth of paving & the sub-base
- Preparing a base plan showing sidewalk, curbing, spot grades & contours at one-foot intervals
- Conducting detailed field reconnaissance to document & evaluate conditions
- Preparing road reconstruction plans & detailed ADA-compliant ramp designs
- Providing updated opinions of probable costs
- Providing bid phase services, including the preparation of construction documents & assisting with the pre-bid meeting & contractor selection
- Assisting the city's engineering department with construction phase services



The project included the design and construction of 66 ramps at project intersections to meet federal guidelines promulgated under the Americans with Disabilities Act. The project began in the spring of 2010 and achieved final closeout in November of 2011.

In 2012, the City of Hazleton used CDBG funding to engage Isett to provide engineering and construction phase services for sections of Green Street, Hickory Street, Holly Street and Oak Street. The project scope reflects the description of the 2010 project; the design of 60 ADA-compliant ramps was included. The project began in May of 2012 and achieved full closeout in November of 2012.

Earlier CDBG-funded street improvement projects for the City of Hazleton included those for Lincoln Street, Laurel Street and Conahan Drive. The latter also involved stormwater remediation.

Isett provided the design of 64 ADA-compliant ramps at key intersections throughout the city. Improvements were made to ten sections of municipal streets in various locations.

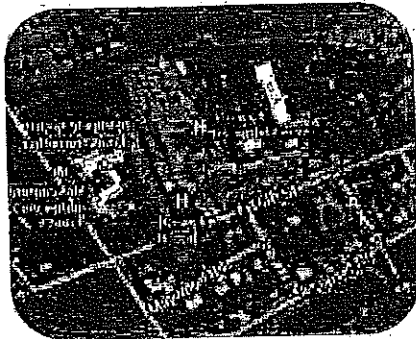
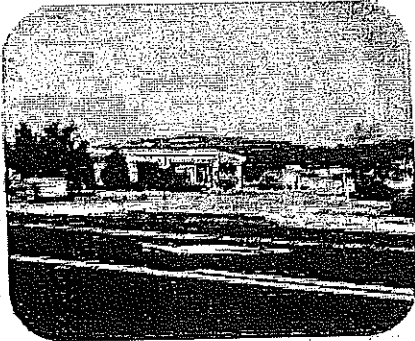
## CDBG Street Improvement Projects

## Borough of Berwick

As the CDBG Engineer for the Borough of Berwick, Isett was involved in the reconstruction of 16<sup>th</sup> Street. This CDBG-funded project, which was done in association with SEDA COG, was approximately 1,500 linear feet in length. The project involved:

- Survey
- Design & construction of roadway improvements
- Curbing & ADA-compliant ramps
- Drainage improvements

The project included the design of roadway and proposed curbing improvements; separation and enhancement of the storm sewer system; the design of ADA-compliant ramps at street intersections; identification and documentation of required easements; and bid and construction phase services. The project commenced in April of 2013 and was finished in October of 2013.



## Borough of Hellertown

Isett also serves as the Municipal Engineer for the Borough of Hellertown, a community of approximately 5,600 people that covers 1.3 square miles. Since 2004, Isett's grants assistance has resulted in more than half-a million-dollars in CDBG funding for the design and construction of ADA-compliant ramps at key intersections throughout the borough.

## Nescopeck Borough

Isett provided engineering design to repair a road which experienced settlement resulting from an improperly compacted trench during the original installation of the sanitary sewer system. The project required excavation and subgrade preparation to stabilize the area as well as repaving and installing curbing. Isett prepared the design, developed bid documents, assisted with the bidding and provided construction phase services and special inspections.

In a later project on Fourth Street, Isett was engaged to conduct an engineering evaluation of several lengthy sections of Fourth Street to make recommendations on improvements required. Isett prepared engineering design, bid documents, assisted with the bidding, and provided construction administration. The project was funded by Liquid Fuels, a Community Development Block Grant and Borough tax dollars.

## CDBG Street Improvement Projects



#### **Borough of Hellertown**

*Municipal Engineer since 2004*  
*Environmental services; road improvements; ADA ramp design & construction; grantsmanship; bridge repairs; park master plan; recreational facility improvement; plan reviews; culvert replacements; code enforcement assistance; streetscape design*  
Contact: Ms. Cathy Hartranft, Manager  
Tel: 610.838.7041

#### **Borough of Fleetwood**

*Appointed Municipal Engineer in 2016;*  
*CDBG Engineer*  
*Grantsmanship; park master site plan, MS4 assistance, playground upgrades; swimming pool improvements*  
Contact: Mr. Chris Young, Borough Councilman  
Tel: 610.944.8220

#### **Borough of Tipton**

*Municipal Engineer since 2012*  
*Stream bank restoration; grantsmanship; zoning update*  
Contact: Mr. Marcus Dolny  
Tel: 610.682.2541

#### **Borough of Macungie**

*Municipal Engineer since 2013*  
*Environmental services; grantsmanship; streetscape design & construction; traffic signalization; road reconstruction; code services*  
Contact: Ms. Chrls Boehm, Manager  
Tel: 610.966.2503

#### **City of Easton**

*Road Improvements; pedestrian crosswalks; pedestrian bridge; surveys*  
Contact: Mr. Joseph Mauro Jr., City Engineer  
Tel: 610.250.6685

#### **Welsenberg Township**

*Municipal Engineer Appointed 2018*  
*Plan reviews; infrastructure construction inspection; Traffic study; trail design; grantsmanship; MS4 service; Code services*  
Contact: Brian Carl, Township Administrator  
Tel: 610.285.6660

#### **Borough of Trappe**

*Appointed Municipal Engineer in 2016*  
*Plan reviews, intersection improvements, drainage improvements, borough-wide street assessment; MS4 permitting assistance; code enforcement*  
Contact: Ms. Tamara Twardowski, Borough Manager  
Tel: 610.489.7181 ext. 101

#### **Borough of Red Hill**

*Special Projects Engineer since 2008;*  
*Municipal Engineer since 2009*  
*Plan review; code services; grantsmanship*  
Contact: Mr. David Schiffgens, Mayor  
Tel: 215.679.2040

#### **Lehigh County Authority**

*Environmental services; surveys; design of water & wastewater projects since 1992*  
Contact: Mr. Phillip DePoe, Project Manager  
Tel: 610.398.2503

#### **Bethlehem Authority**

*Authority Engineer from 2007-2016*  
*General consulting; reports; infrastructure upgrades*  
Contact: Mr. Stephen Repasch, General Manager  
Tel: 610.865.7090

#### **Salem Township**

*Municipal Engineer since 2012*  
*Plan review; grantsmanship; code services; recreation upgrades*  
Contact: Ms. Patricia Fritz, Township Manager  
Tel: 570.752.4307

#### **Butler Township**

*Grantsmanship & all engineering design in a community center addition; MS4 mapping; sanitary sewer evaluation; master park planning*  
Contact: Ms. Jennifer Pecora  
Tel: 570.788.3547

#### **Penn Forest Township**

*Municipal Engineer since 2012*  
*Plan review; park upgrades; code services; SEO services; zoning review*  
Contact: Mr. Warren Reiner  
Tel: 570.325.2768

## **References**



## SECTION 8: RELEVANT PROJECT EXAMPLES

<b>Project Name</b>	Nescopeck Borough CDBG Street Improvements (2019)
<b>Location</b>	Nescopeck Borough
<b>Contact Information</b>	Sheri Custer, Borough Secretary Borough Hall 501 Raber Avenue Nescopeck, PA 18635 570-752-6008
<b>Description of Services Provided</b>	Evaluation of existing condition of six (6) Borough streets totaling 1.4 miles, professional services included survey of the streets and sidewalks for plan development, 23 ADA ramp design, pavement designs and resurfacing recommendations based on existing conditions and cross slopes, EJCDC contract documents, coordination with the owner and CDBG funding agency, bidding of the project, review and recommendation of the project and construction inspection
<b>Proposed Cost of your services (Design)</b>	\$25,520
<b>Proposed Cost of your services (Inspection)</b>	\$28,792 (hourly)
<b>Actual Fee Charged</b>	\$25,520
<b>Actual Fee Charged</b>	\$28,792 (hourly)

*Relevant Project Examples*

<b>Project Name</b>	City of Hazleton Alter Street Streetscape Project (2019)
<b>Location</b>	City of Hazleton
<b>Contact Information</b>	Alan Wufsus, Engineering Department City of Hazleton 40 N. Church St., Hazleton, PA 18201 570-459-4918
<b>Description of Services Provided</b>	Evaluation of existing condition of six (6) city blocks of Alter Street from Diamond avenue to 6th Street, professional services included survey of the streets and sidewalks for plan development, Sidewalk Grading plans, 26 ADA ramp design, resurfacing recommendations based on existing conditions and cross slopes, EJCDC contract documents, coordination with the owner and CDBG funding agency, bidding of the project, review and recommendation of the project
<b>Proposed Cost of your services (Design)</b>	\$50,315
<b>Proposed Cost of your services (Inspection)</b>	Hourly
<b>Actual Fee Charged</b>	\$50,315
<b>Actual Fee Charged</b>	Hourly

## *Relevant Project Examples*



<b>Project Name</b>	5th Street and Fowler Street Improvement Project (2019)
<b>Location</b>	Salem Township
<b>Contact Information</b>	Patty Fritz, Township Manager 38 Bomboy Lane Berwick, PA 18603 570-752-4633
<b>Description of Services Provided</b>	Evaluation of existing condition of 5th Street and Fowler Avenue with a combined length of approximately 1 mile, professional services included survey of the streets and sidewalks for plan development, 2 ADA ramp designs, PENNDOT HOP, resurfacing recommendations based on existing conditions and cross slopes, EJCDC contract documents, coordination with the owner, bidding of the project, review and recommendation of the project, and construction management and inspection services
<b>Proposed Cost of your services (Design)</b>	\$8,505
<b>Proposed Cost of your services (Inspection)</b>	\$6,345
<b>Actual Fee Charged</b>	\$8,505
<b>Actual Fee Charged</b>	\$7,233

## ***Relevant Project Examples***

<b>Project Name</b>		Municipal Parking Lot Improvement Project 2009
<b>Location</b>		Dennison Township
<b>Contact Information</b>		Kathleen Storz, Township Secretary 76 Walnut Street White Haven, PA 18661 570-443-8190
<b>Description of Services Provided</b>		CDBG funded project involved included excavation, drainage improvements, grading, installation of a new bituminous asphalt parking lot with 2 ADA accessible parking spaces and ADA sidewalk improvements. Our tasks included survey, grading, pavement design, ADA ramp design, drainage design, contract documents, contract review, inspection, and project closeout.
<b>Proposed Cost of your services (Design)</b>		\$11,490
<b>Proposed Cost of your services (Inspection)</b>		\$2,485 (hourly)
<b>Actual Fee Charged</b>		\$11,490
<b>Actual Fee Charged</b>		\$2,485 (hourly)

## *Relevant Project Examples*

<b>Project Name</b>	Kingston Township Main Street Paving Project (2017)
<b>Location</b>	Kingston Township
<b>Contact Information</b>	Kathleen Sebastian, Township Manager 180 East Center Street Shavertown, PA 18708 570 696-3809
<b>Description of Services Provided</b>	Engineering services relating to the construction of drainage and roadway improvements to Center Street including: topographic survey of the project site, design of new storm sewer, and public bidding of the project.
<b>Proposed Cost of your services (Design)</b>	\$20,500
<b>Proposed Cost of your services (Inspection)</b>	Hourly
<b>Actual Fee Charged (Design)</b>	\$22,373
<b>Actual Fee Charged (Inspection)</b>	\$11,179

## *Relevant Project Examples*



## GREGG V. PAVLICK

Vice President of the Northeast PA  
Region, Business Development

✉ gpavlick@barryisett.com

☎ 570.497.8338

### EDUCATION

B.S., Environmental Resource Management,  
1998, The Pennsylvania State University

Minor, Environmental Engineering

### PROFESSIONAL SOCIETIES

Greater Hazleton Area Chamber of Commerce

Greater Wilkes-Barre Chamber of Commerce

Columbia-Montour Chamber of Commerce

PA State Association of Township Supervisors

Northeastern Pennsylvania Alliance

PA Economic Development Association

### INTRODUCTION

Gregg Pavlick joined Barry Isett & Associates, Inc. in 1998 as an environmental scientist, became the Hazleton office manager in 2002 and was named Vice President of Isett's Northeast PA region in 2014. The senior project executive for projects originating in Northeast PA, he is a company shareholder and serves on the Executive Board of the company.

In addition to project management, his technical skills include conducting construction observations, Phase I and Phase II Environmental Site Assessments, wetlands delineations, surveys and geologic studies (including fracture trace analysis and karst studies); overseeing underground storage tank removals; and providing water sampling, sewage disposal, testing and design, soil evaluations, hydrogeology studies and stormwater basin design.

### EXPERIENCE

**Hazleton Area School District, Luzerne, Schuylkill and Carbon Counties, PA** – Mr. Pavlick is the key client contact in Isett's engineering services to the district. Projects include renovations and additions to two schools; athletic field improvements; high school auditorium improvements; pool improvements; and services in helping the district to obtain a PennDOT Safe Routes to Schools Grant in excess of \$800,000.

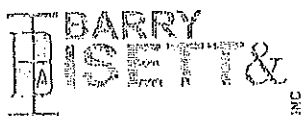
**Berwick Area School District, Columbia County, PA** – Mr. Pavlick has been the senior project executive in projects that included the replacement of boilers at two schools and improvements to the HVAC system at the high school natatorium.

**IDIQ Luzerne County** – Mr. Pavlick has been the senior project executive in projects ranging from road and bridge upgrades to municipal plan reviews conducted by the County.

**City of Hazleton CDBG Engineer, Luzerne County, PA** – Mr. Pavlick has been the project manager/key client contact in more than 60 projects ranging from street reconstruction, to playground renovations, to building improvements.

**CAN DO, Inc., Hazleton, PA** – Mr. Pavlick is the project manager/key client contact for the economic development agency in over 50 Isett projects, including wetland identification and permitting; GIS development; and master plans for industrial park development.

**Butler Township, Luzerne County, PA** – Mr. Pavlick is the project manager/key client contact for special projects, including all engineering design for a community center addition; the development of a master plan for a multi-use park; the mapping of the MS4 system; and the design of a new municipal building which also houses a police station. Isett serves as the township's Alternate Engineer.





# DONALD J. TOTINO, PE

## Municipal Operations Manager Northeast Pennsylvania Region

✉ dtotino@barrylsett.com

☎ 570-285-8176

### EDUCATION

B.S., Civil Engineering, 2003, The Pennsylvania State University

### PROFESSIONAL REGISTRATION

Professional Engineer  
Pennsylvania, PE082967

OSHA 10-Hour Safety Training  
Certification #001209579

### INTRODUCTION

Donald Totino, PE, joined the Municipal Engineering Services Department of Barry Isett & Associates, Inc. in 2018, bringing 15 years of experience in transportation, construction and municipal engineering. He is skilled in all aspects of highway and transportation engineering, including roadway geometry design, cross sections design, ADA curb ramp design, traffic signal design, traffic studies, signage and striping, detours, utilities design, drainage system design, reports, estimates and quantity calculations. Mr. Totino has managed PennDOT-funded projects through the ECMS system in Districts 4-0 and 5-0. He has provided design and construction phase services on roadway reconstruction projects, drainage improvements and bridge replacements throughout northeast Pennsylvania.

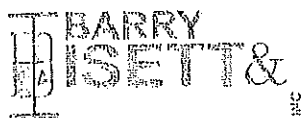
In the decade prior to joining Isett, Don was a project manager with the Pittston office of Reilly Associates, where he provided municipal engineering services to the City of Pittston, Hanover Township, Dennison Township, White Haven Borough, West Pittston Borough, Factoryville Borough and Penn Lake Park Borough. He worked closely with municipal officials in the design, project management and construction of infrastructure. He is experienced in preparing applications for PA DEP general permits, coordinating with conservation districts and assisting municipalities with the preparation of grant applications.

### EXPERIENCE

**White Haven Borough, Luzerne County, PA - CDBG Street Improvements** - Mr. Totino has been the municipal engineer, project manager, designer, and construction manager, on three separate projects utilizing CDBG funding provided from Luzerne County Office of Community Development. The three projects were completed over the last 7 years. The total construction cost utilizing CDBG funding over the 7-year period was approximately 450 thousand-dollars.

**Dennison Township, Luzerne County, PA** – Mr. Totino serves as the Municipal Engineer for the township. Projects have included the design and construction of CDBG funded improvements to a municipal parking lot, upgrades to Peat Moss Road funded by a LSA Grant our firm helped secure, and drainage improvements to two township roads.

**West Pittston Borough, Luzerne County, PA - CDBG Street Improvements Project** - Mr. Totino has been the project manager, designer, construction manager, and project coordinator on a variety of CDBG projects over the last 10 years. The project scopes included but not limited to street improvements, ADA curb ramp improvements, drainage improvements. The total construction cost utilizing CDBG funding over the 10-year period was approximately 650 thousand-dollars.





**West Pittston Borough, Luzerne County, PA - CDBG-DR Improvements** - Mr. Totino has been the project manager, designer, and construction manager, on five separate projects utilizing CDBG-DR funding provided from Luzerne County Office of Community Development for flood ravaged West Pittston Borough due to the Susquehanna River exceeding it banks. The six projects were completed over the last 3.5 years. The total construction cost utilizing CDBG funding over the 3.5-year period was approximately 3.0 million-dollars.

**City of Pittston, Luzerne County, PA - Streetscape Project** - Mr. Totino has been the project manager, designer, construction manager, and project coordinator on CDBG funded streetscape improvements in the City of Pittston the last 2 years. The total construction cost utilizing CDBG funding over the 10-year period was approximately 350 thousand-dollars.

**City of Scranton, Lackawanna County, PA - OECD Street Improvements Project** - Mr. Totino was the project manager, designer and provided construction phase services for multiyear street improvements projects over the course of 5 years. The projects included the improvements to various streets and courts located within the City of Scranton authorized by the City of Scranton Office of Economic and Community Development. The total construction cost utilizing CDBG funding over the 5-year period was approximately 7.0 million-dollars.

**Laurel Run Borough, Luzerne County, PA** - Mr. Totino serves as the Borough Engineer for this rural municipality, providing general consulting, plan review, and engineering for special projects. Isett also provides SEO services to the community.

**Lobb Avenue Streetscape & Reconstruction, Borough of Pen Argyl, Carbon County, PA**- Mr. Totino was the supervisor in this CDBG-funded road improvement project. Isett provided surveys, engineering design and construction phase services in the installation of curbing, sidewalk, ADA compliant curb ramps, driveway aprons, roadway drainage improvements and pavement restoration. Drainage improvements consisted of the construction of replacement of existing inlets at specific locations, including piping and connection to the existing storm sewer main.



## ALAN J. CHYKO, PLS

### Department Head, Survey

✉ achyko@barryisett.com

☎ 570.497.8333

#### EDUCATION

A.S., Survey Technology, 1999  
Pennsylvania State University, Wilkes-Barre

#### PROFESSIONAL REGISTRATION

Professional Land Surveyor  
Pennsylvania, 2004, SU075016

#### INTRODUCTION

Mr. Chyko joined Barry Isett & Associates, Inc. in 1999 and was named Survey Department Head in 2015. He is responsible for coordinating the activities of his staff, which involve conducting boundary, topographic, ALTA, route and photo control surveys, construction stakeout and subdivisions. He is also responsible for coordinating project preparation and researching deeds and historic records, which are then utilized by the survey staff in the creation of base plans for subdivision and land development projects. Mr. Chyko received Global Positioning System (GPS) surveying certification through courses held at Rutgers University and guides the staff in conducting Real Time Kinematic and post-processed GPS surveys. He served on the technical committee of the PA Society of Land Surveyors concerning GPS standards. Mr. Chyko is a company shareholder.

#### EXPERIENCE

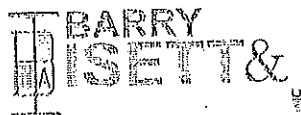
**National GPS Survey** – Mr. Chyko was the Pennsylvania state coordinator of a national initiative to conduct simultaneous GPS surveys—which was devised by the National Society of Professional Surveyors—to link and improve federal, state and local surveying and mapping activities. In addition to organizing survey teams and conducting surveys himself, he collected the post-processed results from the collected data and submitted it to the Online Positioning User Service, a nationwide database tool that allows surveyors, engineers and others to share their survey results.

**City of Hazleton CDBG 2016 Street Improvements, Luzerne County, PA** -Mr. Chyko coordinated and conducted surveys for street improvements and ramp design and conducted Right-of-Way research.

**American Parkway Bridge, Allentown, Lehigh County, PA** – Mr. Chyko assisted coordinating surveys for a \$50 million project—designed under PennDOT standards and review—that extended the American Parkway with a bridge spanning the Lehigh River—connecting the east and west sides of Allentown. Isett's role in the project involved surveying roughly two miles of land; preparing a contour map of the river bed; and designing the proposed new roadway.

**West Fourth Street Repairs, Borough of Nescopeck, Luzerne County, PA**- Conducted surveys required for the preparation of repair plans. The roadway surface had experienced settlement between Cooper and Mercer Streets. Isett prepared plans, construction documents, assisted with bidding and provided construction oversight.

**Sauerkraut Lane Extension and State Route 100 Improvements, Lower Macungie Township, Lehigh County, PA**- Survey supervisor in the design, permitting and construction of approximately one mile of new roadway to link two major roadways. The project involves extensive coordination between two private entities, the Township and PennDOT. Project features involve a railroad crossing, drive entrances, stormwater management, a bike trail, sidewalk, and potable water lines.





# DANIEL J. WILUSZ, PE, CPESC

## Sr. Project Manager, Municipal Engineer

✉ [dwilusz@barryisett.com](mailto:dwilusz@barryisett.com)

☎ 570.497.8340

### EDUCATION

B.S. Civil Engineering, 1997, Pennsylvania State University

### PROFESSIONAL REGISTRATION

Professional Engineer  
Pennsylvania, 2003, PE061882

Certified Professional in Erosion  
and Sediment Control

### INTRODUCTION

Daniel Wilusz joined the Municipal Engineering Department of Barry Isett & Associates in 2015, bringing over 17 years of experience in civil engineering design, plan review and municipal consulting. He is also experienced in the project and construction management of infrastructure improvement projects. While employed by the Pittston branch of Reilly Associates, Mr. Wilusz was the Municipal Engineer for the City of Pittston, the Borough of West Pittston and Hanover Township, all in Luzerne County. He also worked extensively on projects for Hanover Township. Mr. Wilusz is Isett's representative in our role of Municipal Engineer for Pen Argyl Borough and Penn Forest Township and Alternate Engineer for Butler Township.

### EXPERIENCE

**Penn Forest Township, Carbon County, PA** – In addition to providing plan review and general consulting, Mr. Wilusz has assisted the township in updating a Highway Occupancy Permit to align with recreational improvements to the municipal park; conducted a signal warrant analysis for a key intersection with a history of crashes; and improving the parking lot at the municipal building.

**Open-Ended Contract for Engineering Services, Luzerne County, PA** – Mr. Wilusz is the civil engineer in projects relating to a contract for Open Ended Engineering services that Luzerne County entered into with Isett in 2015 and renewed in 2017. He was the project manager in the renovation of four county-owned concrete bridges, dating to various decades of the 20th Century. For each bridge, Isett engineers provided a design, which included the milling of asphalt from each bridge, assessment of the existing concrete beams and substructure, specification of repairs as needed and the installation of new waterproofing and asphalt driving surfaces. One of the bridges exhibited severe deterioration and required the replacement of a concrete box beam. He was the project manager of a study to place weight restrictions on a county-owned road.

**Bunker Hill Road Improvements, Kingston Township, Luzerne County, PA** – Two Luzerne County grant programs funded improvements to a half-mile stretch of Bunker Hill Road in Kingston Township. The project began with an evaluation of conditions. Isett provided topographic surveys, prepared roadway improvement plans, a cost opinion, and construction documents, assisted with the bidding and provided construction administration. Mr. Wilusz was the project manager.

**2016 ADA Ramp Project, City of Hazleton, PA** – Mr. Wilusz was a member of the team that provided design and construction phase services for 64 ADA ramps at key intersections throughout the city. Improvements were made to ten sections of municipal streets in various locations. The project was funded by the Community Development Block Grant program.

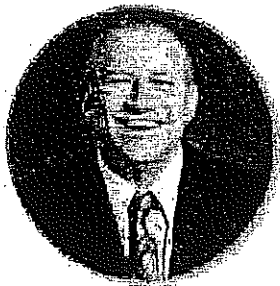






**Lobb Avenue Streetscape & Reconstruction, Pen Argyl Borough, Northampton County, PA** – As Borough Engineer, Mr. Wilusz was the project manager of roadway reconstruction improvements that included curbing, sidewalk, ADA compliant curb ramps, driveway aprons, roadway drainage improvements and pavement restoration. Existing inlets were replaced at specific locations, including piping and connection to the existing storm sewer main. The project began by conducting asphalt coring to prepare an analysis of the pavement structure and sub base. A report was prepared of the findings. Funds were provided by the Community Development Block Grant Program and the Local Share Account program.

**State Route 4004 Sewer Main Replacement, Beaver Meadows, Luzerne County, PA** – Mr. Wilusz was a member of a team involved in the replacement of 250' of deteriorated sewer main on a state-owned street. Mr. Wilusz was involved with preparation of plans and specifications and conducting field observations.



# RAYMOND T. LEARY

## Project Manager, Construction Services

### INTRODUCTION

Raymond Leary joined the Project Management/Construction Services Department of Barry Isett & Associates, Inc. in 2017, bringing 20 years of experience in managing and inspecting large-scale public and private transportation infrastructure and natural gas development projects. His skills include structures, roadway, regulatory/permitting, budgeting, cost control, quality control/assurance, safety requirements and strategic planning.

For 14 years, he served as a Transportation Construction Manager with McTish, Kunkel & Associates. During that time, he monitored the progress of multiple prime contractors and subcontractors on heavy highway construction projects with contract values of up to five million dollars. Ray inspected projects in accordance with OSHA CRR 29 and PennDOT standards, while also coordinating project schedules and environmental concerns with local, county and state officials, as well as public utilities.

Ray also worked as a Field Representative for Chesapeake Energy Corporation – a large natural gas exploration and production company. He supervised the development of infrastructure projects to facilitate the drilling of natural gas wells. Responsibilities included managing heavy highway road and bridge projects throughout the Northern Tier of PA; scheduling road upgrade projects with PennDOT and the company's Marcellus team; and inspecting projects for quality control/assurance and according to state regulation – all while tracking schedules and budgets.

### EXPERIENCE

**NE PA Road Reconstruction Projects** – Over a four-year period while employed by Chesapeake Energy Corporation, Mr. Leary managed the total reconstruction of 37.8 miles of public roads in Bradford County, seven miles in Sullivan County, 2.8 miles in Wyoming County and 4.4 miles in Susquehanna County. Projects involved full-depth reclamation; storm and base drains; re-establishing ditches with rock lining, base, binder and wearing courses; the installation of new and reset guiderails; shoulder backup; driveway adjustments; and line painting. During the same period, he was responsible for 23.5 miles of road overlay projects requiring base repairs, overlay, shoulder backup and line painting.

**State Route (SR) 309-Section 390, Trucksville, PA** – Mr. Leary was the project manager in a 4.3-million-dollar design/build project to construct a new micropile retaining wall with precast block. The project required temporary shoring/shotcrete, demolition, the construction of a cofferdam and sheet piling.

✉ rleary@barryisett.com

☎ 570.497.8351

### EDUCATION

Luzerne County Community College, 1991

The Pennsylvania State University, 1992

### PROFESSIONAL REGISTRATION

#### Certifications/Training

NICET III Highway Construction

NECEPT Bituminous Pavement Field Tech

NECEPT Concrete Field Technician

ACI Concrete Field Technician

PennDOT CDS NeXtGen Certified Operator

Coatings Inspector Level 1

Flagger Training PennDOT

Guide Rail Installer Training (GRIT)

Nuclear Gauge Training Q/C Resource –

Transporting Hazardous Materials

Inspector Training Senior Inspector-In-Charge

(Penn State College of Technology)

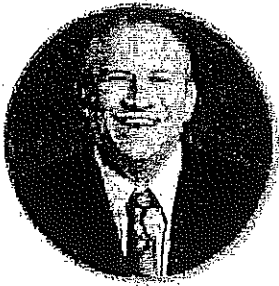
OSHA Construction Safety & Health

Radiation Safety Troxler – 49CFR172, Subpart H

HAZWOPER – 24 Hour Hazmat Specialist

SAFELAND – Basic

CPR



**PennDOT District 3, SR 0706-031, SR 1022-006, Wyalusing and Rome Townships, Bradford Counties, PA** – Two simultaneous projects managed by Mr. Leary included the deck replacement and rehabilitation of a three-span, steel I-beam bridge and the construction of a new, two-span spread box beam bridge. The projects involved inspecting the demolition of an existing bridge according to the demolition plan; testing the concrete; sampling the materials; inspecting the rebar placement, splicing, labs and clearances; and verifying Superpave mixtures for depth, temperature and yield, as well as guide rail alignment and spacing, underdrain placement and rock placement for slope stabilization. Routes and signage for two 12-mile detours were established. He was responsible for all aspects of project closeout.

**PennDOT District 3, SR 0006-104, SR 0706-030, Wyalusing Township, Bradford County, PA** – The project involved 17 subcontractors and four stages of construction on a day and night schedule to accomplish the total road reconstruction of SR 0006-104 and the overlay of SR 0706-030. Mr. Leary's responsibilities included supervising a staff of three and conducting inspections of all phases of the reconstruction of the existing roadway and of the rehabilitation of the existing bridge. The project also included the placement of new curb cut ramps and the construction of a cast-in-place retaining wall. Mr. Leary reviewed all project documentation and calculations; monitored the Critical Path Method schedules; and was responsible for all aspects of project closeout, as well as preparing as-builts of the completed work.

**Wegmans, Wilkes-Barre Township, Luzerne County, PA** – The 1.8-million-dollar parking lot project involved new curbs, sidewalks (ADA requirements), drainage, underground conduit, cart corrals, parking lot overlay and line painting. Mr. Leary's responsibilities included preparing the bi-weekly schedule and monthly estimate, and reviewing and approving change order requests.



## **BRIAN NIEMKIEWICZ**

### **Construction Inspector**

✉ [bniemkiewicz@barryisett.com](mailto:bniemkiewicz@barryisett.com)

☎ 570.285.8189

#### **EDUCATION**

Luzerne County Community College  
Architectural Engineering, 1996-1997

#### **PROFESSIONAL CERTIFICATIONS**

OSHA 10-Hour Certified

April 2011

NCCER Heavy Equipment Operator

Certification – Backhoe

June 2014

TWIC (Transportation Worker Identification  
Credential)

October 2016

DOT Medical Card

March 2018

National Academy of Railroad Science  
(NARS), BNSF Maintenance Way Operating  
Rules Certification

November 2018

TWIC (Transportation Worker Identification  
Credential)

October 2016

Tower Climbing Safety & Rescue

May 2019

12 TA-TCI Training Modules

July 2019

#### **INTRODUCTION**

Brian Niemkiewicz joined Barry Isett & Associates, Inc. in the fall of 2019 to assist with construction inspection. He previously worked for Midlantic Engineering as a construction inspector in relation to go permits in PennDOT District 4-0. He is experienced in verifying contractor's compliance to all highway occupancy permit requirements such as maintenance and protection of traffic, backfilling and compaction of utility excavations; temporary and permanent pavement restoration, verifying all materials are PennDOT-approved; and documentation.

Based on PennDOT requirements, he is qualified as a TCI-1 with four years minimum of highway or bridge construction; non-highway or bridge inspection; or highway or bridge design experience. Successfully completed 12 web-based TCI training modules.

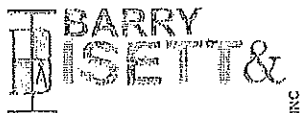
At Isett, he is a member of the Project Management/Construction Services Department, providing construction inspection or assisting with Owner's Representative services.

#### **EXPERIENCE**

**White Birch Road Extension, Humboldt Industrial Park, Hazle Township, Luzerne County, PA** – The project involves the construction of about a half-mile of roadway to provide a new access route to an industrial park. In addition to roadway construction, appurtenances include concrete curbing, storm lines, storm inlets, riprap, grass areas, and erosion and sedimentation control measures as well as the relocation of an existing Hazleton City Authority water main. Mr. Niemkiewicz is providing construction inspection.

**Commonwealth Charter Academy, Dickson City, Lackawanna County, PA** - Mr. Niemkiewicz assisted with construction inspection of expanded parking facilities for the charter school.

**Shickshinny Valley Road, Salem Township, Luzerne County, PA** - As township engineer, Isett prepared drainage improvements, milling overlay and Highway Occupancy Permits for Shickshinny Valley Road. Mr. Niemkiewicz assisted with construction inspection.





1170 Highway 315, Suite 3, Wilkes-Barre, PA 18702  
570.285.8200 570.285.8201  
barryissett.com

July 24, 2020

**RE: RESPONSE TO ATTACHMENT D QUESTIONS**

RFP for Engineering Services, City of Scranton 2020 Roadway Improvement Project

1. Our proposal submission includes the names, titles and responsibilities of all individuals who would provide services to the City of Scranton for this project. There are no Barry Isett & Associates employees who currently provide services of any kind to the City of Scranton, or who are current or former city employees.
2. No
3. No
4. No
5. No

Attachment D. Disclosures by Firm or Contractor

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. 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, their position, and dates of employment or public service. Please provide an answer.

2. Within the past five years, has the firm or contractor made 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. Please provide an answer, Yes or No

3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship. Please provide an answer

4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value or discounted value. Please provide an answer, Yes or no

5. 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 firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist. Please provide an answer

6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

VERIFICATION I Gregg Pavlick, hereby state that I am (title) Vice President for,

Barry Isett Associates and am authorized to make this verification.

Signature: Gregg Pavlick \*

~~Information is to be used for the purpose of the City of Scranton and is not to be disseminated outside of the City of Scranton without the express written consent of the City of Scranton.~~

\*PLEASE FIND RESPONSES TO THE ABOVE QUESTIONS ON A SEPARATE SHEET, ATTACHED.



## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

September 1, 2020

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 CONTRACT WITH BARRY ISETT & ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2020 ROADWAY IMPROVEMENT PROJECT.

Very truly yours,

*Joseph A. O'Brien (S)*  
Joseph A. O'Brien, Esquire  
Acting City Solicitor

JAO/sl

RECEIVED

SEP - 1 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

FILE OF THE COUNCIL NO. \_\_\_\_\_

2020

AN ORDINANCE

APPROVING AND ACCEPTING THE CITY OF SCRANTON CAPITAL BUDGET FOR THE YEAR 2021 PURSUANT TO SECTION 904 OF THE CITY'S HOME RULE CHARTER.

WHEREAS, the City of Scranton forwarded to City Council the Capital Budget for the 2021 fiscal year on August 25, 2020 in order to comply with the deadline set forth in the Home Rule Charter; and

WHEREAS, the 2021 Capital Budget is hereby presented to Council for their next regularly scheduled meeting on September 1, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON, that the City of Scranton 2021 Capital Budget is hereby approved.

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 decisions 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 the 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.





DEPARTMENT OF BUSINESS ADMINISTRATION

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

**Memo**

August 20<sup>th</sup> 2020

To: Lori Reed, City Clerk

From: Carl Deeley, Business Administrator

Re: **2021 Capital Budget**

Lori,

Please find attached the City of Scranton's proposed 2021 Capital Budget pursuant to Section 904 of the Home Rule Charter. This plan is a continuation of documents submitted by previous administrations and is intended as a short and long term planning tool identifying the Capital needs of the City

The Budget is submitted at this time in compliance with the schedule identified in the Charter. Please place this document on the agenda of Council for introduction

Feel free to contact me with any questions. Thank you for your assistance.

CC. P. Cagnetti, Mayor

J. O'Brian, City Solicitor

J. Murray, City Controller

Pennsylvania Economy League

Sincerely,

Carl Deeley  
Business Administrator  
City of Scranton

## **2021 Capital Budget Highlights – 8-19-20**

### **Overview**

This summary focuses on expenditure for 2021. The Capital Budget includes capital projects from 2021 through 2023 - details are included in the addendum.

In view of the projected revenue shortfalls forecast for 2021 capital projects are subject to deferral based on actual revenue and grant receipts.

Projects and acquisitions identified in the budget are aimed at sustaining and improving quality of services to the City. Implementation of these projects helps maintain our competitiveness as a Commonwealth municipality, as well as the ability to deliver services appropriately to our residents. Capital spending is evaluated on a value added basis to both residents and visitors to our City.

Although the document describes funding opportunities for those highlighted projects, sources of funding at this time are preliminary or unconfirmed. The execution of the projects described in the budget will be authorized as funding is better forecast.

When identifiable, the Capital Budget incorporates the existing funds in escrow reserved for flood control and those funds anticipated through planned financial transactions.

The Capital Budget typically will not include lesser capital items. The acquisition of those capital items are incorporated into the operating budget.

### **Relationship between the Operating and Capital Budgets**

The operating budget generally includes expenditures that occur annually and reflect single year appropriations, but not in all cases. The operating budget provides for City services but does not usually result in the purchase or construction of major physical assets due to the cost associated with those assets. The operating budget is funded primarily from recurring revenue sources such as taxes and fees, but has also been supported by one time revenue sources.

The Capital Budget, in contrast, includes funding associated with projects which have a longer term life expectancy or the initial purchase of a future recurring expenditure such as technology. Fluctuations in capital spending may vary significantly from year to year, depending on the availability of funding sources, and various project phases. Resources to fund those projects include escrowed funds, grants, one time revenue sources, long term debt and lease funding, and contributions from the operating budget.

While differences exist in the capital and operating budgets, the two are connected as follows:

1. The Capital Projects identified in the budget may result in increased costs to maintain new facilities, or cost savings from efficiencies from the performance of new equipment or facilities -this will be reflected in the Operating Budget.
2. The Capital Budget may include funding from the Operating Budget;
3. The Operating Budget includes the provision for debt service for long term debt or lease transactions, which may be funding sources for Capital Projects. The City has, historically, relied on both financing methods to fund many Capital Improvement Projects.

### **Project Management**

Project governance is currently ad-hoc or nonexistent relying on individual emails and phone calls for status reporting, which is both time-consuming and inaccurate. Going forward all capital projects will be required to include appropriate ownership and governance including; a recognized project manager, documented timelines including milestones for key events and expenditures, weekly progress reports and in person/Zoom monthly updates.

# 2021 CAPITAL BUDGET

## Information Technology

**Projected Costs: \$936,000 dollars**

There are several hardware, network and software security upgrades planned for 2021 that are required to maintain and improve city services. The major project undertaking which will impact both internal and external stakeholders is the replacement of the cities operating system detailed below.

### **City system Operating platform Est Projected Cost: \$300,000 dollars**

The 2021 budget includes a major upgrade to financial and community enterprise systems.

Technical support for the cities current operating system will cease at the end of 2021. We can take advantage of this situation to make a step change in the cities operations efficiency and level of service to the public. There has been no significant investment in process improvement & technology for many years - Consequently business processes are mainly manual, have long lead times and prone to error. There is little/no integration between departments and agencies, communication relies heavily on individual contributors through email and phone for check & balance which puts the city at risk.

In addition the national emergency brought on by the COVID pandemic and the immediate need for teleworking has been a catalyst to force City government to push past the current paper culture and facilitate remote working.

Architecture changes will include unified master data - a single source of data for all departments and service partners. This will ensure accurate residential information for Tax, fees, Quality of life and other communications. This, coupled with integrated work flows will have a significant impact on controls, accuracy and efficiency.

Funding will be partly through DCED grant based on process improvement, discussion with DCED and PEL are already in progress, we estimate an \$80,000 DCED contribution

Additional federal funding will be sought based on ERP substitutes for OECD's process Improvements - there is no estimate at this time.

Enterprise improvements will be complemented by community facing website upgrades to facilitate remote services. We are anticipating funding through Federal COVI relief in the range of \$30000~\$40000.

Training of personnel will be included in the General operating budget

## **Fire Department**

**Projected Cost: \$117,000**

The fire department will secure Local Services Account grant funding for the acquisition of a new Rescue. The total cost of the truck is estimated at \$753,700. The costs of the truck will be spread over 10 years on a lease to own basis starting in 2021. A replacement Fire inspector/Master mechanic vehicle replacement is also budgeted. The cost of \$80, 000 will also be spread over 3 years starting in 2021

Funding will be Master mechanic will be through the Special Cities account (Fire alarm, Inspection account) the remaining costs will be funded through an equipment lease and the general fund.

Major equipment and vehicles continued maintenance will be incorporated into the annual operating budget

## **Police Department**

**Projected Cost: \$ 580,000**

A de-escalation training simulator which will be located in the new Emergency Services Center is included and accounted for in the 2020 budget. This will likely carry over to 2021 based on the Service Center construction.

Four to five patrol vehicles are replaced each year to maintain the fleet. Four vehicles are planned for 2021 which will amount to \$180,000. An additional \$100,000 is budgeted for vehicle computer upgrades across the fleet.

Major equipment and vehicles continued maintenance will be incorporated into the annual operating budget.

## **Emergency Services Center**

**Projected Cost: \$300,000**

The City of Scranton is in the process of converting the Serrenti Memorial Army Reserve Center, located at 1801 Pine Street, into an Emergency Services Center. This center will be a secondary location for government operations, as well as, a law enforcement command center in the event of a critical incident such as a natural disaster. The Center will also serve as an overflow location in the event local hospitals are overwhelmed as a result of the Coronavirus Pandemic.

The Emergency Service Center will furnish office and conference space to be used for government and law enforcement operations, community meetings, police and

fire training and storage space for police, fire vehicles and equipment. This facility will provide a centralized location from which the Scranton Police Training Division, Special Investigation Division and other specialized units will operate; currently these units operate from various locations throughout the City.

The Scranton Police Department (S.P.D) will utilize this facility to house equipment and vehicles of Specialized Units. Providing a central location where not only the equipment can be stored securely but from which the personnel can operate.

The Police Training Division will also be stationed in the Emergency Services Center. This division evaluates the needs and accesses the deficiencies of the Department and creates comprehensive programs to meet those needs in order to maintain professional levels in all aspects of police work. The Training Sergeants coordinate with outside agencies seeking specialists in the community to offer their expertise to department personnel, as well as, educate officers in the use of both lethal and less than lethal munitions. The Training Division is responsible for training all officers employed by the City of Scranton. All training for the Scranton Police Department will take place at the Emergency Services Center. All local, state and federal law enforcement agencies will be welcome to utilize this facility for training and meetings. The facility will house SPD's Use of Force Simulator for training local law enforcement in use-of-force and de-escalation. This training will be available to all law enforcement agencies in the area. County, State and Federal law enforcement agencies have expressed interest in not only utilizing SPD's resources but also space within the facility to host their own training and conferences.

In addition, the Center will be linked into the Scranton Police Department Community Surveillance Wireless Network through security cameras providing surveillance of the area and a police presence in the Hill Section.

Community programs presented by the S.P.D will also be held at the Emergency Services Center; these programs include the Citizen/Junior Police Academy, drug and alcohol programs, internet safety and gun safety, and active shooter training. The Emergency Services Center will be an asset to the citizens of Scranton by not only providing a location for emergency management but also expanding the police presence in the City and providing a place where the community and law enforcement can come together through programs that are intended to open lines of communication while producing informed citizens.

Scranton Fire Department will also have full use of the facility for training and storage of critical equipment.

Emergency Operations management for special events such as pandemics or natural disasters directed by the EMS coordinator will be located at the Emergency Services Center. The building & facilities will be utilized for centralizing intelligence, resource management & deployment.

The project was initiated in 2019, General construction work is ongoing through 2020 expense as of July 2020 amount to \$450,000

Funding for the next phase 2021 ~22 will include LSA Gaming Funds grant for \$150,000 and RACP grant for \$150,000 in 2021. The detail construction program is currently under development with Peters Associate & SPD

## Department of Public Works

**Projected Cost: \$787,500**

DPW is working to implement a fleet management program. The fleet manager position was filled in August of 2020, supporting technology which includes maintenance scheduling & parts management software is included in the city operating platform upgrade.

Vehicles that require replacement and fleet additions in 2021 include 1 Dump truck, 1 Small paving roller, 1 brush tractor with mowing arm, 2 double cab pickups, 1 Garbage truck, 1 lawn mower 1 Box truck and 1 side loading recycling truck. Amounting to \$610,000 Funding will be partly through DEP Clean Diesel grant a 50% valued at \$152,500

A Trial study for vehicle GPS and route management will is planned for the 4<sup>th</sup> Quarter of 2020. Based on Trial results and ROI projections there may be additional funding requested.

## Department of Engineering - Bridges

**Projected Cost: Bridges \$1 million (5% match) Starting in 2022**

Several Penn DOT/City Bridge structures have been identified for structural repairs – Ash St (2022) \$475000, Elm St, Parker St, North Main Ave and West Lackawanna Avenue. City match at 5% is estimated at \$1.5 M. The start of these projects is forecast for 2023.

The management of these projects will shift to the Commonwealth of Pennsylvania Department of Transportation for completion. The primary funding source will be the Commonwealth.

Roads and Sidewalks will be included in the DPW general operating budget as a maintenance item unless new construction.

## **Department of Engineering - Flood Control Projects**

**Projected Cost 2021: \$1 million**

Meadow Brook Flood Protection utility relocation scheduled for 2021-2023 is estimated at \$2.0 M. Engineering and acquisition of right of ways are scheduled to commence in 2021.

Keyser Valley Merrifield Pump Station Project scheduled for 2023 is estimated to be \$1.5 to \$3.0 M depending if a new pump station is needed.

Roaring Brook Flood project is currently in the scoping stage scheduled for 2023 is estimated in \$5 to \$10M range. The City is seeking grant funding from the Pennsylvania Emergency Management Agency for improvements to the Roaring Brook Flood Control Project. That project has been cited as deficient by the Commonwealth Department of Environmental Protection.

The City of Scranton will seek to deploy funds, including those in escrow, to improve specific components of the flood protection system, include the levees.

## **Department of Parks & Recreation**

### **Neighborhood Parks**

**Projected Cost: \$600,000**

Due to the impact to quality of life for residents, the revitalization and safety of our parks is a high priority for this administration.

Mclane & Associates have been engaged to provide a comprehensive assessment of city parks and recreation facilities to include public and stakeholder input. The results of this study will be used determine needs & prioritization of park projects for 2021 and beyond.

The City of Scranton will continue to access funding sources for improvements to the park system, such as the Pocket Park Grant Program used previously.

The development of green space in the City's downtown section will also be considered for future funding.



## **Building Improvements**

### **City Municipal building**

**Projected Cost: \$2.9 million dollars**

Originally built in 1888, the last known major renovation to the facility was performed in 1980.

The building has significant structural issues and requires an infusion of funding not feasible through the Operating Budget.

The immediate and urgent need is roof & façade repairs, delay in the completion of this work will compound structural issues identified by previous studies. Several workspaces suffer from ingress of moisture, visible erosion of brick and plaster surfaces and accumulation of dust and debris. A 2019 report by Cocciardi & Associates concluded that biological spores and air quality were within EPA, ASHRAE & OSHA limits but recommend further investigation for lead paint & asbestos.

Estimates for the roof and facade are taken from the February 2019 building assessment prepared by Highland associates based on conditions verified during field investigations. Urgent repairs include roof membrane replacement, slate replacement and facade and tower repairs

Kanton Reality have been engaged to provide a current assessment for more detail repair cost and the Architectural Heritage Association has been contacted for additional support

Relocation of staff and office equipment, with continued remote working is anticipated during the renovations.

We have an \$80,000 grant from the Historical and Museum Commission which must be used before Dec 31<sup>st</sup> 2020. An application for RACP funding is in progress for the cost balance

The overall cost to improve the building will be measurably higher and has not yet been quantified. This project is viewed as essential to sustain the building while a more comprehensive plan is developed. The current space does not lend itself to 21<sup>st</sup> century City government including public accessibility. This administration will review needs of all stakeholders to determine a course of action to meet the needs of the community and conserve the Municipal building as part of Scranton's heritage

**TOTAL CAPITAL BUDGET for 2021: \$7,000,000**

**The addendum document attached provides additional project & funding information through 2023**

	A	B	E	F	G	H
1		Capital Projects		2021 Budget Prep		
2						
3		<b>Capital Project</b>	<b>August 2020</b>			
4						
5			<b>Anticipated Start dates</b>			
6		<b>Department - Project Desc</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>Grant</b>
7		<b>Building and Maintenance:</b>				
8		City Hall Roof/Spire	\$2,900,000.00			RACP -No Match
9		<b>B&amp;M Total</b>	<b>\$2,900,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
10		<b>Fire:</b>				
11		New Rescue truck	\$76,875.00	\$76,875.00	\$76,875.00	possible LSA
12		Fire Inspector/Master	\$40,000.00	\$20,000.00	\$20,000.00	
13		New Engine			\$45,000.00	
14		<b>Fire Dept. Totals</b>	<b>\$116,875.00</b>	<b>\$96,875.00</b>	<b>\$141,875.00</b>	
15		<b>Police:</b>				
16		Emergency services center	\$300,000.00	\$250,000.00		LSA Grant and RACP
17		MDI (police car computers)	\$100,000.00	\$100,000.00	\$100,000.00	
18		Training Simulator				
19		Patrol Vehicle Fleet	\$180,000.00	\$231,750.00	\$190,000.00	Asset Forfeiture
20		Tactical SOG Vests		\$47,000.00		
21		Dept. Vests			\$80,000.00	
22		<b>SPD Dept. Total</b>	<b>\$580,000.00</b>	<b>\$628,750.00</b>	<b>\$370,000.00</b>	
23		<b>DPW:</b>				
24		Flood/Storm water				General Budget
25		Install GPS systems on all	\$175,000			
26		Purchase Leaf vacuum truck				2020 Recycling
27		Install Secondary Power		\$170,000		
28		Peter built Dump Trucks	\$140,000		\$145,000	Clean diesel
29		Asphalt Paving Small Roller	\$50,000			
30		Brush Tractor and mower	\$37,500			Clean diesel
31		2 Pick up Truck with Double	\$80,000			Clean diesel
32		Riding Lawn mowers	\$15,000		\$20,000	
33		Mack/Freightliner Garbage		\$225,000		Clean diesel
34		Purchase Leaf vacuum truck		\$225,000		2021 Recycling
35		Box Truck for Basin team	\$65,000			
36		Front End Loader New		\$250,000		
37		New Recycling Truck, side	\$225,000			2021 Recycling
38		City Planning software		\$200,000		
39						
40		<b>DPW Dept. Total</b>	<b>\$787,500.00</b>	<b>\$1,070,000.00</b>	<b>\$165,000.00</b>	
41		<b>Dept. of Engineering</b>				
42		Ash St Bridge		\$475,000		RACP 30%
43		Elm St Bridge			\$1,500,000	Pen Dot 5% Match
44		West Lackawanna Bridge				Pen Dot 5% Match
45		Parker St Bridge				Pen Dot 5% Match
46		North Main		Earliest 2023		Pen Dot 5% Match
47		Roaring Brook Flood			\$5,000,000	
48		Keyser Valley - Merrifield		Design	\$1,500,000	
49		Meadow brook - Culvert	\$1,000,000	\$1,000,000		DEP 20% Match
50		<b>Dept. of Engineering Total</b>	<b>\$1,000,000</b>	<b>\$1,475,000</b>	<b>\$8,000,000</b>	
51		<b>Parks and Rec:</b>				
52		All Parks	\$600,000.00	\$600,000.00	\$600,000.00	
53		<b>Parks &amp; Rec Dept. Total</b>	<b>\$600,000.00</b>	<b>\$600,000.00</b>	<b>\$600,000.00</b>	
54		<b>LIPS</b>				
55		QOL Hand-held mobile	\$10,000.00			COVID
56		<b>LIPS Dept. Total</b>	<b>\$10,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
57		<b>IT:</b>				
58		Hardware boxes	\$100,000.00	\$100,000.00	\$100,000.00	COVID

	A	B	E	F	G	H
59		External Firewalls	\$160,000.00			
60		Desktop replacement		\$35,000.00	\$35,000.00	
61		Surface pro replacement	\$20,000.00	\$20,000.00	\$20,000.00	COVID
62		CCTV	\$100,000.00	\$100,000.00	\$100,000.00	
63		Network environmental controls	\$56,000.00			
64		professional services	\$150,000.00	\$150,000.00	\$150,000.00	COVID
65		City Operating Platform upgrade	\$300,000.00			COVID DCED -\$80k
66		Website redesign	\$50,000.00			
68		<b>IT Dept. Total</b>	<b>\$936,000.00</b>	<b>\$405,000.00</b>	<b>\$405,000.00</b>	
69		<b>Grand Totals</b>	<b>\$6,930,375.00</b>	<b>\$4,275,625.00</b>	<b>\$9,681,875.00</b>	



## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

August 26, 2020

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

RECEIVED

AUG 26 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPROVE AND ACCEPT THE CITY OF SCRANTON CAPITAL BUDGET FOR THE YEAR 2021 PURSUANT TO SECTION 904 OF THE CITY'S HOME RULE CHARTER.

Very truly yours,

Joseph A. O'Brien, Esquire

Acting City Solicitor

FILE OF THE COUNCIL NO. \_\_\_\_\_

2020

AN ORDINANCE

**AN ORDINANCE AUTHORIZING THE CITY OF SCRANTON TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF LACKAWANNA AND THE COUNTY OF LACKAWANNA TAX CLAIM BUREAU, WHEREBY THE RESPONSIBILITY AND RIGHT TO COLLECT DELINQUENT REAL ESTATE TAXES FROM THE CITY OF SCRANTON SHALL BE TRANSFERRED FROM THE CITY OF SCRANTON TO THE LACKAWANNA COUNTY TAX CLAIM BUREAU.**

WHEREAS, the City of Scranton has for many years collected delinquent real estate taxes through the Single Tax Office, the City Treasurer Office and private collection services; and

WHEREAS, the City has negotiated an Intergovernmental Agreement with the County of Lackawanna tax Claim Bureau whereby delinquent real estate taxes will, beginning in January of 2021, be collected through the offices of the County Tax Claim Bureau; and

WHEREAS, a copy of said Intergovernmental Agreement is attached hereto as Exhibit "A"; and

WHEREAS, City Council believes that the enactment of this Ordinance approving said Intergovernmental Agreement is in the best interest of the City and its citizens;

NOW THEREFORE, be it resolved that the City Council approves the Intergovernmental Agreement between the City of Scranton and the Lackawanna County Tax Claim Bureau, pursuant to which, beginning in 2021, the Tax Claim Bureau will collect the delinquent taxes of the City of Scranton;

BE IT FURTHER RESOLVED, that the Mayor, City Solicitor and Deputy Mayor shall be authorized to sign, finalize and take any other additional actions necessary to finalize and sign said Intergovernmental Agreement and take any and all necessary steps in furtherance thereof.

**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 decisions 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 of 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 the Legislature, April 13, 2971, 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 and Pennsylvania.

**INTERGOVERNMENTAL COOPERATION AGREEMENT AND  
MEMORANDUM OF UNDERSTANDING BETWEEN**

**THE LACKAWANNA COUNTY TAX CLAIM BUREAU**

**AND**

**CITY OF SCRANTON**

This Intergovernmental Cooperation Agreement and Memorandum of Understanding ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and among the Lackawanna County Tax Claim Bureau, a division of the Office of the Lackawanna County Commissioners, established pursuant to § 5860.201 of the Pennsylvania Real Estate Tax Sale Law, maintaining a principal place of business at 123 Wyoming Avenue, Suite 267, Scranton, Lackawanna County, Pennsylvania 18503 (hereinafter the "Tax Claim Bureau") and the City of Scranton, a Pennsylvania city of the second class A, maintaining a principal place of business at 340 North Washington Avenue, Scranton, Lackawanna County, Pennsylvania 18503 (hereinafter the "City").

**WHEREAS**, the statutory mandate of the Tax Claim Bureau is the collection of delinquent real estate taxes on behalf of the taxing districts situated in Lackawanna County;

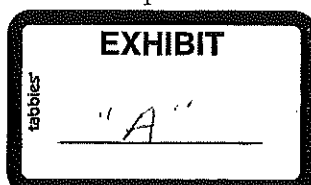
**WHEREAS**, § 2303 of the Pennsylvania General Local Government Code authorizes local governments to jointly cooperate in the exercise or performance of their respective governmental functions, powers or responsibilities and to enter into joint agreements as may be deemed appropriate for those purposes following the adoption of an authorizing ordinance in compliance with § 2305 of the Code;

**WHEREAS**, § 205 of the City's Home Rule Charter empowers the City to enter into intergovernmental cooperation agreements following the adoption of an authorizing ordinance in compliance with § 502(4) of the City Charter;

**WHEREAS**, § 1.3-302(q) of Lackawanna County's Home Rule Charter empowers the County to enter into intergovernmental cooperation agreements following the adoption of an authorizing ordinance in compliance with § 1.3-309(k) of the County Charter;

**WHEREAS**, the Tax Claim Bureau and the City seek to collaborate to jointly achieve the common goal and objective of collecting delinquent real estate taxes in a uniform, efficient and effective manner;

**WHEREAS**, the City desires to appoint the Tax Claim Bureau to collect its current and future delinquent real estate taxes and the Tax Claim Bureau agrees to serve as the City's independent agent in the collection of the City's current and future delinquent real estate taxes; and



NOW, THEREFORE, intending to be legally bound, and in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. PREAMBLE.

The parties hereto acknowledge and agree that the above recitals are incorporated herein and made a part of this Agreement.

2. OBLIGATIONS OF THE TAX CLAIM BUREAU.

2.1 COLLECTION OF DELINQUENT REAL ESTATE TAXES.

The Tax Claim Bureau shall serve as the exclusive and independent agent of the City and collect delinquent real estate taxes returned to it on behalf of the City in accordance with the provisions of the Pennsylvania Real Estate Tax Sale Law, 72 P.S. §§ 5860.201 et seq., as amended and supplemented, and the Pennsylvania Municipal Claim and Tax Lien Act, 53 P.S. §§ 7101 et seq., as amended and supplemented, as authorized by Lackawanna County Ordinance #16-0255.

2.2 DISQUALIFICATION OF TAX SALE BIDDERS.

The Tax Claim Bureau shall reject any bid, submitted for the purchase of real estate for the collection of delinquent real estate taxes, from any potential purchaser who is in arrears or owns or controls a business entity that is in arrears in the payment of taxes, fees, and/or liens due and owing to the City. Upon receipt of any bid money from a unqualified bidder, the Tax Claim Bureau shall cause the bid money of the unqualified bidder to be forfeited in accordance with the Tax Claim Bureau's forfeiture policy, as amended and supplemented.

2.3 ELDERLY EXTENSION OR DEFERRAL PROGRAM.

The Tax Claim Bureau shall administer its Elderly Extension or Deferral Program on behalf of the City in accordance with Lackawanna County Ordinance #16-0255 and the administrative terms and conditions implemented, and as amended and supplemented, by the Tax Claim Bureau.

2.4 LAND BANK.

The Tax Claim Bureau shall cooperate and coordinate with the Lackawanna County Land Bank, consistent with the provisions of the Pennsylvania Land Bank Act, 68 Pa. C.S.A. §§ 2101 et seq., as amended and supplemented, Lackawanna County Ordinance #15-0124 and the intergovernmental cooperation agreement and memorandum of understanding between the Lackawanna County Land Bank, County of Lackawanna, City of Scranton and Scranton School District regarding the acquisition of tax delinquent real estate situated in the City in order to convert those properties into productive use.



**2.5 PERFECTION OF LIENS.**

The City requires the filing of liens and the Tax Claim Bureau shall cause to be filed liens in the Office of the Lackawanna County Clerk of Judicial Records for delinquent real estate taxes due to the City in accordance with § 7106 of the Municipal Claims and Tax Lien Act and Lackawanna County Ordinance #16-0255. Any fees or costs associated with the filing or satisfaction of liens shall be advanced by the Tax Claim Bureau and the Tax Claim Bureau shall be entitled to reimbursement of fees and costs pursuant to § 7106 of the Municipal Claims and Tax Lien Act, as amended and supplemented, Lackawanna County Ordinance #16-0255 and §5860.205 of the Real Estate Tax Sale Law, as amended and supplemented.

**2.6 TAX LIEN CERTIFICATES.**

The Tax Claim Bureau shall, upon request of any person, furnish a lien certificate showing the taxes due on any property as shown on its records. The fee for issuing any such certificate shall be payable to the Tax Claim Bureau.

**3. OBLIGATIONS OF THE CITY.**

**3.1 CERTIFICATION AND TRANSMISSION OF EXISTING DELINQUENT REAL ESTATE TAXES.**

The City shall certify as accurate and transmit to the Tax Claim Bureau a return, in a form approved by the Tax Claim Bureau, identifying its existing real estate tax delinquencies, including all penalties, interest, fees and costs, which are currently due and owing to the City for tax years 2019 and prior no later than January 31, 2020.

**3.2 ANNUAL RETURNS OF DELINQUENT REAL ESTATE TAXES.**

The City shall direct the Single Tax Office to make annual returns to the Tax Claim Bureau of delinquent real estate taxes owed to the City beginning with tax year 2019 and each year thereafter no later than January 31 of the year immediately following the year in which the taxes were due in conformity with § 5860.306 of the Real Estate Tax Sale Law and Lackawanna County Ordinance #08-0337.

**3.3 CESSATION OF CITY TAX SALES.**

The City shall cease conducting tax sales for the collection of delinquent real estate taxes, including treasure's sales pursuant to 53 P.S. § 30901 and 53 P.S. § 30912. Notwithstanding, the City shall retain the ability to conclude any pending Pittsburg plan sales or treasurer's sales that remain active, but unconsummated, at the time of execution of this Agreement.

**3.4 DELINQUENT REAL ESTATE TAXES PAID TO THE TAX CLAIM BUREAU.**

The City agrees and acknowledges that all taxes for which returns have been made to the Tax Claim Bureau shall be payable only to the Tax Claim Bureau and shall not be payable to or be accepted by the City or the Single Tax Office pursuant to § 5860.204(b)(1) of the Real Estate Tax Sale Law. The payment of preexisting tax liens filed on behalf of the City by any third party collector of delinquent real estate taxes shall similarly be payable only to the Tax Claim Bureau and shall not be payable to or be accepted by the City or any third party collector in order to permit the Tax Claim Bureau to accurately receipt and credit payments to maintain an accurate accounting of its claims docket.

**3.5 IDENTIFICATION OF EXISTING PAYMENT PLANS.**

The City shall identify and provide a current accounting, including defaults, if any, of any payment plans that have been negotiated on behalf of the City through any third party collector of delinquent real estate taxes.

**3.6 EXECUTION UPON PREEXISTING LIENS.**

The City authorizes the Tax Claim Bureau to execute, in the manner authorized by § 7106 of the Municipal Claims and Tax Liens Act, as amended and supplemented, upon any or all tax liens previously filed on behalf of the City by any third party collector of delinquent real estate taxes. The City authorizes the Lackawanna County Solicitor's Office, any assistant solicitor or the County's designated legal representative to substitute and enter his/her/its appearance on behalf of the City in any matter touching or concerning any tax liens previously filed on behalf of the City by any third party collector of delinquent real estate taxes.

**3.7 SATISFACTION OF PREEXISTING LIENS.**

The City authorizes the Tax Claim Bureau to satisfy, through the recording of satisfaction pieces with the Lackawanna County Clerk of Judicial Records, any liens previously filed on behalf of the City by any third party collector of delinquent real estate taxes. The City authorizes the Lackawanna County Solicitor's Office, any assistant solicitor or the County's designated legal representative to substitute and enter his/her/its appearance on behalf of the City in any matter touching or concerning any tax liens previously filed on behalf of the City by any third party collector of delinquent real estate taxes. The Tax Claim Bureau shall not, however, unilaterally and arbitrarily satisfy any lien without just cause. The City shall retain the right to determine if any such liens shall be written off and the Tax Claim Bureau is prohibited from making such a determination unilaterally.

**3.8 TAX LIEN CERTIFICATES.**

The City shall not issue tax lien certificates for delinquent real estate taxes returned to the Tax Claim Bureau.

**4. TERM.**

The initial term of this Agreement shall be for five (5) years from the Effective Date of this Agreement. Unless terminated earlier by mutual agreement, or unilaterally as provided in paragraph five (5) below, this Agreement shall remain in effect and renew automatically under the same terms and conditions, for additional five (5) year terms. The term of years set forth in this provision shall in no way prohibit any party from exercising their rights to terminate this Agreement at any time in compliance with the termination provisions contained herein.

**5. TERMINATION.**

Any party hereto may terminate this Agreement upon thirty (30) days advanced written notice. In the event of termination of this Agreement, all obligations with regard to any property already sold or in the process of being sold, either through upset sale, private sale, judicial sale or repository sale, shall continue until the sale has been completed, a tax claim bureau deed for the property has been delivered, the sale proceeds have been distributed and/or any challenge to the sale is fully and finally adjudicated. The Tax Claim Bureau shall also be entitled to reimbursement of all fees and cost advanced on behalf of the City.

**6. LEGISLATIVE OR EXECUTIVE ACTION.**

The parties agree to enact any and all resolutions, ordinances or similar legislation or take any executive action, which may be necessary or essential to carry out the purpose and objectives of this Agreement.

**7. INDEPENDENT CONTRACTOR.**

Nothing in this agreement shall be construed to create an employment relationship between the parties. Rather, each of the parties hereto are and shall remain independent and automatous.

**8. COMPLIANCE WITH LAWS AND ORDINANCES.**

All activities performed by any party hereunder shall be performed in accordance with all applicable statutes and ordinances, including those of the Commonwealth of Pennsylvania and Lackawanna County.

**9. SEVERABILITY.**

In the event that any portion of this Agreement is declared invalid or unenforceable by legislation, or order, decree or judgment of a court of competent jurisdiction, this Agreement

shall be construed as if such portion had not been inserted herein, and the remainder of the Agreement shall be enforced with the invalid portion omitted.

**10. EFFECTIVE DATE.**

This Agreement shall become binding and effective upon the date of the parties' contemporaneous execution of this Agreement or upon the date of execution of the last party to sign this Agreement.

**11. GOVERNING LAW.**

This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder shall be under the jurisdiction and venue of the Lackawanna County Court of Common Pleas.

**12. ENTIRE AGREEMENT.**

This Agreement sets forth the terms of the entire agreement between and among the parties, and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter herein.

**13. MODIFICATION.**

No term of this Agreement may be changed or modified without the written consent of the parties.

**14. WAIVER.**

The failure of either party to insist upon the strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of the future enforcement of such term, provision, option, right or remedy. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

**15. COUNTERPARTS.**

This Agreement may be executed and delivered in one or more counterparts, each of which shall be an original, but all of which, together, shall be deemed to constitute a single document.

**16. AUTHORITY TO BIND.**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Agreement:

**ON BEHALF THE CITY OF SCRANTON:**

ATTEST:

By: \_\_\_\_\_  
Lori Reed, City Clerk

By: \_\_\_\_\_  
Paige Gebhardt Cogneetti, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Joseph A. O'Brien, Esq.  
Acting City Solicitor

Dated: \_\_\_\_\_

**ON BEHALF THE LACKAWANNA COUNTY TAX CLAIM BUREAU:**

ATTEST:

By: \_\_\_\_\_  
Brian Jeffers, Chief of Staff

By: \_\_\_\_\_  
Jerry Notarianni, Chairman

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Frank J. Ruggiero, Esq.  
Chief County Solicitor

Dated: \_\_\_\_\_



## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

August 27, 2020

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

RECEIVED

AUG 27 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO AUTHORIZE THE CITY OF SCRANTON TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF LACKAWANNA AND THE COUNTY OF LACKAWANNA TAX CLAIM BUREAU, WHEREBY THE RESPONSIBILITY AND RIGHT TO COLLECT DELINQUENT REAL ESTATE TAXES FROM THE CITY OF SCRANTON SHALL BE TRANSFERRED FROM THE CITY OF SCRANTON TO THE LACKAWANNA COUNTY TAX CLAIM BUREAU.

Very truly yours,

Joseph A. O'Brien, Esquire  
Acting City Solicitor

RESOLUTION NO. \_\_\_\_\_

2020

**APPOINTMENT OF MARY BETH MIKOLAYCZAK, 413 ARTHUR AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY. MS. MIKOLAYCZAK WILL BE REPLACING KATHLEEN GALLAGHER WHO RESIGNED JUNE 18, 2020. MS. MIKOLAYCZAK WILL BE APPOINTED TO A FIVE (5) YEAR TERM EFFECTIVE JULY 9, 2020 AND WILL EXPIRE JUNE 18, 2025.**

WHEREAS, Kathleen Gallagher resigned as a member of the Scranton Municipal Recreation Authority on June 18, 2020; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Mary Beth Mikolayczak, as a member of the Scranton Municipal Recreation Authority to replace Kathleen Gallagher. Ms. Mikolayczak's term will expire on June 18, 2025; and

WHEREAS, Mary Beth Mikolayczak has the requisite, experience, education and training necessary to serve on the Scranton Municipal Recreation Authority.

NOW, THEREFORE, BE IT RESOLVED that Mary Beth Mikolayczak., 413 Arthur Avenue, Scranton, Pennsylvania is hereby appointed as a member of the Scranton Municipal Recreation Authority to replace Kathleen Gallagher who resigned effective June 18, 2020. Ms. Mikolayczak's term will expire June 18, 2025.

**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.



## OFFICE OF THE MAYOR

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4101

July 9, 2020

Honorable Council of the City of Scranton  
340 N. Washington Avenue  
Scranton, PA 18503

**RE: Scranton Municipal Recreation Authority**

Dear Council Members:

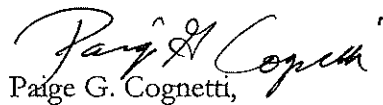
Please be advised that I am appointing Mary Beth Mikolayczak, 413 Arthur Avenue, Scranton, Pennsylvania 18510 as a member of the Scranton Municipal Recreation Authority effective July 9, 2020.

Ms. Mikolayczak will be replacing Kathleen Gallagher who resigned on June 18, 2020.

Ms. Mikolayczaks' five (5) year term is effective July 9, 2020 and will expire on June 18, 2025.

I respectfully request City Council's concurrence in this appointment.

Sincerely,

  
Paige G. Cognetti,

PGC/dan

cc: Scranton Municipal Recreation Authority  
Joseph O'Brien, Esq., Acting City Solicitor  
Carl Deeley, Business Administrator  
Mary Beth Mikolayczak



413 Arthur Avenue  
Scranton, PA 18510

June 17, 2020

Mayor Paige Cagnetti  
340 N. Washington Avenue  
Scranton, PA 18503

Dear Mayor Cagnetti:

My name is Mary Beth Mikolayczak and I'm writing to ask for your consideration to fill the open seat which is currently available on the Scranton Municipal Recreation Authority's board.

I have been a Scranton resident all my life and have lived on Arthur Avenue right across from the Nay Aug Park Museum since 1982. I fell in love with Nay Aug Park as a child when my mom and dad use to bring our family here to swim, picnic, and ride the rides.

I am currently in the park every day walking with either my dog or my friends.

I attend all the monthly board meetings and have been involved in many of the Recreation Authorities volunteer projects, such as:

- Clean up of the fish pond and surrounding grassy areas to creative a new view
- Replacing new LED Lights on the Holiday Displays
- Handwriting response letters to the children that wrote "Letters to Santa"
- Collecting donations/handing out candy canes during the Holiday Light Display
- Fund raising wreath project for the new light poles that GCMC installed

I love the progressiveness of the current board and would love the opportunity to become part of it. I've been so pleased with the accomplishments in our park over the last few years. Nay Aug Park is truly Scranton's "gem". I have many new and creative ideas to further improve the park and I also have some fund raising ideas.

I worked 31 years for Community Medical Center in the Support Staff field and also worked 16 years at the U.S. Attorney's Office as an Administrative Assistant and Legal Assistant in the Financial Litigation Department. I feel that with my work experience and overall creative nature, that I would be a good and solid fit for this committee.

I recently retired in November 2019 so I now have more time to volunteer and be an active board member if given the opportunity.

Thank you for your consideration!

Mary Beth Mikolayczak

*Law Offices*

PAUL A. KELLY, JR.  
SCRANTON ENTERPRISE CENTER  
201 Lackawanna Avenue, Suite 306  
SCRANTON, PENNSYLVANIA 18503  
(570) 344-5059

paldaw6@gmail.com

June 12, 2020

Hon. Paige Cagnetti, Mayor, City of Scranton  
City Hall  
Scranton, PA 18503

RE: Opening on Scranton Municipal Recreation Authority:

SENT BY EMAIL ONLY

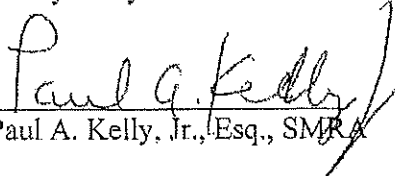
Dear Mayor Cagnetti:

Please see the attached letter from former Mayor Courtright dated June 18, 2015, appointing Mrs. Kathleen Gallagher to a five (5) year term on the Recreation Authority which expires on June 18, 2020. Regretfully, at last night's Recreation Authority meeting, Mrs. Gallagher, citing the need to tend to raising her young family, advised the Board that she does not wish to be considered for a reappointment, thus, there is an opening for your consideration.

Katie was truly an asset to the Authority. She is a dedicated, civic-minded person who served as the Authority's Secretary for numerous years, and her absence will be felt.

Thank you for your consideration to this matter.

Very Truly Yours:

  
Paul A. Kelly, Jr., Esq., SMRA

Cc: Robert Gattens (via email)  
Stephanie Pisko, Esq. (via email)  
Megan Preambo (via email)  
Denise Nytech (via email)



## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

July 13, 2020

RECEIVED

AUG - 7 2020

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

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF MARY BETH MIKOLAYCZAK, 413 ARTHUR AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY. MS. MIKOLAYCZAK WILL BE REPLACING KATHLEEN GALLAGHER WHO RESIGNED JUNE 18, 2020. MS. MIKOLAYCZAK WILL BE APPOINTED TO A FIVE (5) YEAR TERM EFFECTIVE JULY 9, 2020 AND WILL EXPIRE JUNE 18, 2025.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

*Joseph A. O'Brien (s)*  
Joseph A. O'Brien, Esquire  
Acting City Solicitor

JAO/sl

RESOLUTION NO. \_\_\_\_\_

2020

**APPOINTMENT OF MICHAEL HANLEY, 800 WOODLAWN STREET, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE BOARD OF THE SCRANTON REDEVELOPMENT AUTHORITY FOR A FIVE (5) YEAR TERM EFFECTIVE JULY 10, 2020. MR. HANLEY WILL BE REPLACING GENE TESEROVITCH WHOSE TERM EXPIRED FEBRUARY 4, 2020. MR. HANLEY'S TERM WILL EXPIRE ON FEBRUARY 4, 2025.**

WHEREAS, Gene Teserovitch's term on the Board of the Scranton Redevelopment Authority expired on February 4, 2020; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Michael Hanley as a member of the Board of the Scranton Redevelopment Authority for a five (5) year term effective July 10, 2020 to replace Gene Teserovitch whose term expired February 4, 2020. Mr. Hanley's term will expire on February 4, 2025; and

WHEREAS, Michael Hanley has the requisite, experience, education and training necessary to serve as a member of the Board of the Scranton Redevelopment Authority.

**NOW, THEREFORE, BE IT RESOLVED** that Michael Hanley, 800 Woodlawn Street, Scranton, Pennsylvania 18509 is hereby appointed as a member of the Board of the Scranton Redevelopment Authority for a five (5) year term effective July 10, 2020 to replace Gene Teserovitch whose term expired March 19, 2019. Michael Hanley's term will expire on February 4, 2025.

**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.



## OFFICE OF THE MAYOR

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4101

July 10, 2020

Honorable Council of the City of Scranton  
340 N. Washington Avenue  
Scranton, PA 18503

### **RE: Scranton Redevelopment Authority Appointment**

Dear Council Members:

Please be advised that I am appointing Michael Hanley, 800 Woodlawn Street, Scranton, Pennsylvania 18509 as a member of the Scranton Redevelopment Authority effective July 10, 2020.

Mr. Hanley will be replacing Gene Teserovitch whose term expired February 4, 2020.

Mr. Hanley's five (5) year term is effective July 10, 2020 and will expire on February 4, 2025.

I respectfully request City Council's concurrence in this appointment.

Sincerely,

Paige G. Cagnetti,

PGC/dan

cc: Scranton Redevelopment Authority  
Joseph O'Brien, Esq., Acting City Solicitor  
Carl Deeley, Business Administrator  
Michael Hanley

July 9,2020

Paige Gebhardt Cagnetti  
Mayor, City of Scranton  
340 North Washington Avenue  
Scranton, PA 18503

Dear Mayor Cagnetti:

As a followup to our conversation earlier today, this letter will serve as a record of my interest to serve as a member of the Scranton Redevelopment Authority Board.

As a life long resident of the City of Scranton I have a stake in the future of our great city and would-be honored to have the opportunity to serve the further development of the city through the Scranton Redevelopment Authority.

As the former Chief Executive Officer at United Neighborhood Centers I have served residents and families in every neighborhood of Scranton and as the founder and Chief Executive Officer of United Neighborhood Community Development Corporation I was able to be hands on, working with a number of community partners, in the redevelopment of the South Side of Scranton. Through my continued work throughout Northeastern Pennsylvania in community and housing development, I have had the opportunity to work with a number of other municipalities in the development of their communities.

Now retired, I am interested in putting this experience to work for the improvement of the City of Scranton.

Wishing you all the best

Michael Hanley

**Michael Hanley**  
**800 Woodlawn Street**  
**Scranton, Pa 18509**

**Bio – 2020**

Michael Hanley retired on February 1, 2019 as the Chief Executive Officer of United Neighborhood Centers of Northeastern Pennsylvania (UNC), a multi service, grassroots “settlement house” agency serving the needs of families, individuals, senior citizens and children through a network of community centers, childcare centers, older adult centers and community services programs. Hanley began his career at United Neighborhood Centers in 1988 as the director of youth programs at UNC’s Bellevue Community Center advancing to the Director of Aging Services Programs in 1992 Assistant Executive Director in 1994 and Executive Director in January of 1995. During his tenure, UNC has more than quadrupled in size, primarily through the expansion of its housing, community services and crisis programs. He instituted a One Stop Shop Housing Counseling program serving over 1,000 households annually with a variety of housing needs including first time homebuyers education, foreclosure prevention counseling and transitional as well as permanent supportive housing programs for homeless individuals and families. In an effort to strengthen UNC’s community roots, programs have been developed to train and support community youth leaders as well as adult leaders in low-income neighborhoods, the new immigrant community and local housing developments. In addition, under his leadership UNC has initiated a Community Health Department staffed by Community Health Professionals, Nurses and Social workers with the purpose of breaking down the silos between the low income community and healthcare. In its five year history this program has grown to serve over 500 individuals with chronic diseases, linking them to health professionals throughout the community. Hanley also founded and served as the Chief Executive Officer of the United Neighborhood Community Development Corporation, a subsidiary of UNC with a mission of developing affordable rental housing for low income seniors and families as well as addressing the comprehensive community development needs of struggling neighborhoods. Hanley holds a Bachelors Degree in Sociology from the University of Scranton, and a Masters Degree in Public Administration with an emphasis on Non-Profit Management from Marywood University. He is a 2010 graduate of the Achieving Excellence Executive Education Program at Harvard University’s John F Kennedy School and Neighborworks America. Hanley is currently a Board member of Regional Hospital of Scranton and Lackawanna Pro Bono. Prior to retirement he was also a member of the Board of Metro Action of Lackawanna County, the Lackawanna County Workforce Investment Board, the National Advisory Board of the Center for Engagement and Neighborhood Building at the Alliance for Strong Families and Communities as well as the Alliance’s C.E.O. Council. He is also a former board member of the Housing Alliance of Pennsylvania, a founding member of the Housing Coalition for Lackawanna County and a member of the Human Relations Commission for the City of Scranton as well as the Advisory

Board of the Lackawanna County Area Agency on Aging. He is the recipient of the 2016 Distinguished Honor Award from the Martin Luther King Commission, the 2012 Sister Siena Finley Ethics Award from the Ethics Institute of Northeastern Pennsylvania and the 2009 Interdependence Award. Born and raised in Scranton, where he lives with his wife Susan. He is the proud father to son Sean and daughter Katie and Pop Pop to Granddaughter Brianna and Grandson Brayden.





## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

July 16, 2020

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

RECEIVED

AUG - 7 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF MICHAEL HANLEY, 800 WOODLAWN STREET, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE BOARD OF THE SCRANTON REDEVELOPMENT AUTHORITY FOR A FIVE (5) YEAR TERM EFFECTIVE JULY 10, 2020. MR. HANLEY WILL BE REPLACING GENE TESEROVITCH WHOSE TERM EXPIRED FEBRUARY 4, 2020. MR. HANLEY'S TERM WILL EXPIRE ON FEBRUARY 4, 2025.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

Joseph A. O'Brien, Esquire  
Acting City Solicitor

JAO/sl

RESOLUTION NO. \_\_\_\_\_

2020

**APPOINTMENT OF WILLIAM KING, 1310 RIDGEWOOD AVENUE, SCRANTON, PENNSYLVANIA, 18505 AS A MEMBER OF THE SCRANTON CITY PLANNING COMMISSION FOR A FOUR (4) YEAR TERM EFFECTIVE JULY 13, 2020. WILLIAM KING WILL BE REPLACING THOMAS J. GALELLA, JR. WHOSE TERM EXPIRED. WILLIAM KING'S TERM WILL EXPIRE ON DECEMBER 31, 2024.**

WHEREAS, Thomas J. Galella, Jr's term on the Scranton City Planning Commission expired; and

WHEREAS, the Mayor of the City of Scranton desires to appoint William King as a member of the Scranton City Planning Commission effective July 13, 2020 to replace Thomas J. Galella, Jr. whose term expired. William King's term will expire on December 31, 2024; and

WHEREAS, William King has the requisite experience, education and training necessary to act as a member of the Scranton City Planning Commission.

**NOW, THEREFORE, BE IT RESOLVED** that William King, 1310 Ridgewood Avenue, Scranton, Pennsylvania is hereby appointed as a member of the Scranton City Planning Commission for a four (4) year term effective July 13, 2020 to replace Thomas J. Galella, Jr. whose term expired. William King's term will expire on December 31, 2024.

**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.



## OFFICE OF THE MAYOR

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4101

July 13, 2020

Honorable Council of the City of Scranton  
340 N. Washington Avenue  
Scranton, PA 18503

### RE: Scranton City Planning Commission Appointment

Dear Council Members:

Please be advised that I am appointing William King, 1310 Ridgewood Avenue, Scranton, Pennsylvania 18505 as a member of the Scranton City Planning Commission effective July 13, 2020.

Mr. King will be replacing Thomas J. Galella, Jr., whose term expired.

Mr. King's four (4) year term is effective July 13, 2020 and will expire on December 31, 2024.

I respectfully request City Council's concurrence in this appointment.

Sincerely,



Paige G. Cognetti,

PGC/dan

cc: Scranton City Planning Commission  
Joseph O'Brien, Esq., Acting City Solicitor  
Carl Deeley, Business Administrator  
William King

July 8, 2020

The Honorable Paige Cagnetti  
Mayor of the City of Scranton  
340 North Washington Avenue  
Scranton, PA 18503

Dear Mayor Cagnetti:

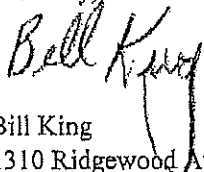
I would like to express my interest in serving on the Planning Commission for the City of Scranton. I am a life-long resident of the City of Scranton, residing on the East Mountain with my wife Lynn and three daughters, Caroline, Amelia and Alexandra.

I have a Bachelor of Science from Millersville University of Pennsylvania, a Master of Science in Secondary School Administration from the University of Scranton and a Superintendent's Letter of Eligibility from Temple University. I have spent the past 34.5 years working in public education, serving as an Industrial Arts Teacher, Vice Principal, Principal, Assistant Superintendent and Superintendent of Schools. While Superintendent of the Scranton School District (2008-2014), I was heavily involved with the planning and construction of three elementary buildings: John Whittier, John F. Kennedy and Isaac Tripp. In my current position, as Superintendent of the Lakeland School District, I have been working with the Board of Education to plan for a possible elementary school consolidation project.

I am also the Founder, President and Race Director (volunteer) of the 501C3 SMA, Inc., Steamtown Marathon, which has raised over \$2,000,000 to benefit the fragile children and young adults served at St. Joseph's Center, since its' inception in 1996. This community event brings thousands of runners and their families from all over the USA to the City of Scranton each year and has had an enormous economic impact on our city and surrounding communities. I believe that my education, community service and professional experience serving as a school administrator for over 27 years, makes me uniquely qualified to serve on the Planning Commission.

If you have any further questions, please feel free to contact me.

Sincerely,



Bill King  
1310 Ridgewood Avenue  
Scranton, PA 18505



## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

August 4, 2020

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

RECEIVED

AUG - 7 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF WILLIAM KING, 1310 RIDGEWOOD AVENUE, SCRANTON, PENNSYLVANIA, 18505 AS A MEMBER OF THE SCRANTON CITY PLANNING COMMISSION FOR A FOUR (4) YEAR TERM EFFECTIVE JULY 13, 2020. WILLIAM KING WILL BE REPLACING THOMAS J. GALELLA, JR. WHOSE TERM EXPIRED. WILLIAM KING'S TERM WILL EXPIRE ON DECEMBER 31, 2024.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

Joseph A. O'Brien, Esquire  
Acting City Solicitor

JAO/sl

RESOLUTION NO. \_\_\_\_\_

2020

**RE-APPOINTMENT OF JOSEPH A. MURPHY, 610 DEPOT STREET, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE SCRANTON CITY PLANNING COMMISSION EFFECTIVE JULY 14, 2020. MR. MURPHY'S PRIOR TERM EXPIRED ON DECEMBER 31, 2015 AND WAS HELD OVER FOR A FULL FOUR (4) YEAR TERM EXPIRING DECEMBER 31, 2019. HIS NEW TERM WILL EXPIRE ON DECEMBER 31, 2023.**

WHEREAS, Joseph A. Murphy's prior term on the Scranton City Planning Commission expired on December 31, 2015 and was held over for a full four (4) year term expiring December 31, 2019; and

WHEREAS, the Mayor of the City of Scranton desires to re-appoint Joseph A. Murphy as a member of the Scranton City Planning Commission effective July 14, 2020 for an additional four (4) year and his new term will expire on December 31, 2023; and

WHEREAS, Joseph A. Murphy has the requisite experience, education and training necessary to act as a member of the Scranton City Planning Commission.

**NOW, THEREFORE, BE IT RESOLVED** that Joseph A. Murphy, 610 Depot Street, Scranton, Pennsylvania is hereby re-appointed as a member of the Scranton City Planning Commission effective July 14, 2020 for an additional four (4) year term. His new term will expire on December 31, 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 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.



## OFFICE OF THE MAYOR

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4101

July 24, 2020

Honorable Council of the City of Scranton  
340 N. Washington Avenue  
Scranton, PA 18503

### **RE: Scranton City Planning Commission Appointment**

Dear Council Members:

Please be advised that I am re-appointing Joseph A. Murphy, 610 Depot Street, Scranton, Pennsylvania 18509 as a member of the Scranton City Planning Commission effective July 14, 2020.

Mr. Murphys' prior term expired on December 31, 2015 and was held over for a full four year term expiring December 31, 2019.

Mr. Murphys' four (4) year term is effective July 14, 2020 and will expire on December 31, 2023.

I respectfully request City Council's concurrence in this appointment.

Sincerely,

  
Paige G. Cagnetti,

PGC/dan

cc: Scranton City Planning Commission  
Joseph O'Brien, Esq., Acting City Solicitor  
Carl Deeley, Business Administrator  
Joseph Murphy

Joseph A. Murphy  
610 Depot St.  
Scranton, PA 18509

Requesting re- appointment to Scranton City Planning Commission

- Veteran of United States Navy (1969- 1971)
- Scranton resident since 1974.
- BS from Marywood University- 1983- Marketing major
- Member of Scranton Planning Commission (2011-Present)
- Board of Directors - Scranton Lackawanna Human Development Agency (1988-Present) Member of Executive Board
- Plot Neighborhood Association (1983-Present) Held various offices throughout the years including President and Vice - president
- Finance Committee of Mary Mother of God Parish, Scranton (1990- Present)
  
- Employed by United States Postal Service - (1973-2007 ) Mailing Specialist and various other positions. Retired 2007
- Employed by Northeast Transportation,Scranton. (2010 - Present) Transport students to various schools in Scranton school district.77





## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

August 4, 2020

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

RECEIVED

AUG - 7 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING RE-APPOINTMENT OF JOSEPH A. MURPHY, 610 DEPOT STREET, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE SCRANTON CITY PLANNING COMMISSION EFFECTIVE JULY 14, 2020. MR. MURPHY'S PRIOR TERM EXPIRED ON DECEMBER 31, 2015 AND WAS HELD OVER FOR A FULL FOUR (4) YEAR TERM EXPIRING DECEMBER 31, 2019. HIS NEW TERM WILL EXPIRE ON DECEMBER 31, 2023.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

A handwritten signature in cursive script that reads "Joseph A. O'Brien (s)".

Joseph A. O'Brien, Esquire  
Acting City Solicitor

JAO/sl

RESOLUTION NO. \_\_\_\_\_

2020

**APPOINTMENT OF NORMA JEFFRIES, 619 COLFAX AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY EFFECTIVE JULY 21, 2020. MS. JEFFRIES WILL BE REPLACING PAUL DEANTONA WHO RESIGNED JULY 2, 2020. MS. JEFFRIES WILL FILL THE UNEXPIRED TERM OF PAUL DEANTONA WHICH IS SCHEDULED TO EXPIRE JUNE 17, 2024.**

WHEREAS, Paul DeAntona resigned as a member of the Scranton Municipal Recreation Authority on July 2, 2020; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Norma Jeffries as a member of the Scranton Municipal Recreation Authority effective July 21, 2020. Ms. Jeffries will fill the unexpired term of Paul DeAntona who resigned July 2, 2020 which is scheduled to expire on June 17, 2024; and

WHEREAS, Norma Jeffries has the requisite, experience, education and training necessary to serve on the Scranton Municipal Recreation Authority.

NOW, THEREFORE, BE IT RESOLVED that Norma Jeffries, 619 Colfax Avenue, Scranton, Pennsylvania is hereby appointed as a member of the Scranton Municipal Recreation Authority effective July 21, 2020. Ms. Jeffries will fill the unexpired term of Paul DeAntona who resigned effective July 2, 2020 which is scheduled to expire on June 17, 2024.

**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.



## OFFICE OF THE MAYOR

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4101

July 21, 2020

Honorable Council of the City of Scranton  
340 N. Washington Avenue  
Scranton, PA 18503

### **RE: Scranton Municipal Recreation Authority Appointment**

Dear Council Members:

Please be advised that I am appointing Norma Jeffries, 619 Colfax Avenue, Scranton, Pennsylvania 18510 as a member of the Scranton Municipal Recreation Authority effective July 21, 2020.

Ms. Jeffries will be replacing Mr. Paul DeAntona who resigned July 2, 2020 and will fill his unexpired term.

Ms. Jeffries' term is effective July 21, 2020 and will expire on June 17, 2024.

I respectfully request City Council's concurrence in this appointment.

Sincerely,

  
Paige G. Cagnetti,

PGC/dan

cc: Scranton Recreation Authority  
Joseph O'Brien, Esq., Acting City Solicitor  
Carl Deeley, Business Administrator  
Norma Jeffries

Date: June 18, 2020

To: Mayor Paige Gebhardt Cagnetti  
From: Norma Jeffries  
Re: Consideration for Nay Aug Park Board of Directors

I am sending this letter to express my interest in being considered for the open positions for the Nay Aug Park Board of Directors. Over the past 18 months, I have attended the monthly meetings and I feel I have contributed to the discussions.

Walking in the park is part of my daily exercises. Since I am very often in the park, I feel that I can add a "walkers" view as we continue to discuss improvements.

As a result, I would like to be considered for one of two open Board of Director positions.

I can be reached on my cell phone, if additional information is needed.

Regards,

Norma Jeffries

City Resident

619 Colfax Ave

Scranton, PA 18510

SCRANTON MUNICIPAL RECREATION AUTHORITY  
1 NAY AUG WAY  
SCRANTON, PA 18510  
C/O PAUL DeANTONA

July 2, 2020


TO: Hon. Paige Cagnetti, Mayor, City of Scranton  
FROM: Paul DeAntona, SMRA Board member  
RE: Resignation of unexpired term

Dear Mayor Cagnetti:

Please accept this letter as my official notice that I am resigning, effective immediately, as a member of the Scranton Municipal Recreation Authority. My current term expires on June 17, 2024.

I wish to thank you and the SMRA Board for the many years of pride and enjoyment I took in serving the Authority and its terrific dedication to Nay Aug Park and the citizens of our great City. At this time, I am pursuing some traveling that makes it difficult to spend the required time on the Board. I am very excited about the future goals this current Board has for improvements and maintenance of the park, and I will continue to volunteer my time and service to their cause.

Sincerely,

  
Paul DeAntona

7/2/20

Cc: Robert Gattens, SMRA Chairman



## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

August 4, 2020

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

RECEIVED

AUG - 7 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF NORMA JEFFRIES, 619 COLFAX AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY EFFECTIVE JULY 21, 2020. MS. JEFFRIES WILL BE REPLACING PAUL DEANTONA WHO RESIGNED JULY 2, 2020. MS. JEFFRIES WILL FILL THE UNEXPIRED TERM OF PAUL DEANTONA WHICH IS SCHEDULED TO EXPIRE JUNE 17, 2024.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

A handwritten signature in cursive script that reads "Joseph A. O'Brien (s)".

Joseph A. O'Brien, Esquire  
Acting City Solicitor

JAO/sl

RESOLUTION NO. \_\_\_\_\_

2020

**APPOINTMENT OF JANE RISSE, 1707 EAST GIBSON STREET, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON CITY PLANNING COMMISSION EFFECTIVE JULY 29, 2020 FOR A FOUR (4) YEAR TERM. MS. RISSE WILL BE REPLACING JAMES THOMAS WHOSE TERM EXPIRED. JANE RISSE'S TERM WILL EXPIRE ON DECEMBER 31, 2024.**

**WHEREAS**, James Thomas term on the Scranton City Planning Commission expired; and

**WHEREAS**, the Mayor of the City of Scranton desires to appoint Jane Risse as a member of the Scranton City Planning Commission effective July 29, 2020 to replace James Thomas whose term expired. Jane Risse's term will expire on December 31, 2024; and

**WHEREAS**, Jane Risse has the requisite experience, education and training necessary to act as a member of the Scranton City Planning Commission.

**NOW, THEREFORE, BE IT RESOLVED** that Jane Risse, 1707 Gibson Street, Scranton, Pennsylvania is hereby appointed as a member of the Scranton City Planning Commission effective July 29, 2020 for a four (4) year term to replace James Thomas whose term expired. Jane Risse's term will expire on December 31, 2024.

**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.



## OFFICE OF THE MAYOR

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4101

July 30, 2020

Honorable Council of the City of Scranton  
340 N. Washington Avenue  
Scranton, PA 18503

### **RE: Scranton City Planning Commission Appointment**

Dear Council Members:

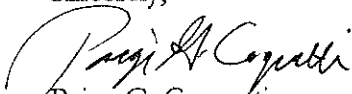
Please be advised that I am appointing Jane Risse, 1707 E. Gibson Street, Scranton, Pennsylvania 18510 as a member of the Scranton City Planning Commission effective July 29, 2020.

Ms. Risse will be replacing James Thomas whose term expired.

Ms. Risses' four (4) year term is effective July 29, 2020 and will expire on December 31, 2024.

I respectfully request City Council's concurrence in this appointment.

Sincerely,

  
Paige G. Cognetti,

PGC/dan

cc: Scranton City Planning Commission  
Joseph O'Brien, Esq., Acting City Solicitor  
Carl Deeley, Business Administrator  
Jane Risse



July 17<sup>th</sup> 2020

RE: Scranton Planning Commission Letter of Interest

Dear Mayor Cagnetti:

I would like to express my interest in serving on the City of Scranton Planning Commission. I have been a resident of Scranton for almost 20 years and have been a property owner since 2004. I also serve as the executive director of a non-profit that exists in and serves the residents of Scranton and Lackawanna County. I traveled and lived in other parts of the country but returned to my roots and decided to purchase a home and become a part of the community that I love. I believe that we all have civic responsibilities to make our City of Scranton what we want it to be.

Please review my background, attached. I would appreciate your consideration as you look to fill the any Planning Commission vacancy.

Kind Regards,

Jane Risse  
1707 E. Gibson St.  
Scranton, PA. 18510

# Jane Risse

1707 E. Gibson Street  
Scranton, Pennsylvania 18510

## *Experience*

**The Greenhouse Project**  
200 Arthur Avenue, Scranton, Pennsylvania 18510  
[www.ScrantonGreenhouse.org](http://www.ScrantonGreenhouse.org)

### Executive Director

2012 – present

- Revive a defunct non-profit organization, including building a new board of directors, staff, volunteer base and revenue streams. Recipient Pennsylvania Environmental Partnership Award.
- Plan, develop, conduct and evaluate adult and children hands-on experiential educational programs as related to healthy, sustainable communities. Facilitate school and group education programs, curriculum, and field trips incorporating STEM principles.
- Recruit, screen, train and supervise volunteers, interns and paid program staff. Develop community collaborations, sponsorships and various partnerships.
- Grant writing, develop fundraisers, pursued and developed revenue opportunities including a nursery greenhouse which became a social entrepreneurship with sales of \$20,000 annually.
- Created marketing material, press releases, company website, event planning.
- Demonstrated strong communications skills including writing, editing, verbal communication, public relations, public speaking, annual report, live television and radio.
- Develop and Manage Community Gardens for over thirty refugee families and fresh food donations to the local food pantries.
- Partnered with two churches to form volunteer based afterschool programs, one focused on refugee cultural and language acclimation and one for homework help.

### Greenhouse Manager

2013 – present

- Manage facility and educational programming for a 3000 square foot public use greenhouse including plant nursery, retail and fundraising space and community education events.
- Coordinate activities for learning programs and events, develop community partnerships. Develop and teach community education programs to children and adults using both technology and hands-on methods to develop workshops, seminars, demonstrations.

**Penn Foster, Inc.**  
925 Oak Street, Scranton, PA 18515 [www.pennfoster.edu](http://www.pennfoster.edu)

### Marketing Manager

2006 – 2013

- Planned, scheduled, managed, and executed various marketing projects including email blasts, electronic student newsletters, blogs and social media marketing efforts.
- Developed corporate partnerships for graduate job placement.

### Print Buyer

1995 – 2006

- Negotiated and procured two million dollars per year of printed advertising, direct mail components and packages, inserts, forms, envelopes, etc. Among key players in the company selected to receive an incentive based bonus.

- Developed and maintained relationships with commercial printers, manufacturers, and mailing houses and U.S. Postal Service to secure competitive sources.
- E-Marketing including social media marketing, keyword bidding, organic and paid search.

Pre-Press Technician

1989 – 1991

- Coordinated flow of jobs from creative department through pre-press and printing departments under strict deadlines. Highly detailed work.
- Responsible for camera operation, typesetting, proofs, ordering supplies and inventory control for pre-press printing department. Operate a Xerox Docu-Tech Publisher formatting and outputting laser-printed bound books and newsletters.

**Humble Bagel Bakery**

**2435 Hilyard Street, Eugene, OR 97405**

Baker

1991 – 1995

- Supervised bakery production of bread. Planned inventory of baked goods on a daily and weekly basis. Prepared doughs and batters, baked cakes, breads, bagels and pastries. Train and supervised staff in oven baking and retail.

***Education***

**Lane Community College Eugene, Oregon**

Associate of Science GPA: 3.9; 1994 Recipient of Weyerhaeuser Foundation Scholarship

**Penn State University Dunmore, Pennsylvania**

60 credits including Business, Science and Computer Science classes.

**Memberships, Boards & Honors**

- 2019 Recipient Pennsylvania Environmental Partnership Award • Executive Board Lackawanna County Food Policy Council • Pennsylvania Women’s Agricultural Network • Pennsylvania Association for Sustainable Agriculture • Penn State Master Gardener

**Related Skills**

Software: Microsoft Office Suite, Google Adwords, AS400, Project Management Fundamentals, social media. Excellent interpersonal skills, innovative, good communicator, adaptable, disciplined, pleasant, quick to learn, self-starter, coordinator, team player and leader, natural teacher, problem solver.

***References***

**Steve Ward** Penn State Ext. MG Volunteer Coordinator

**Nell Donnelly O’Boyle** Dwell Real Estate

**Maureen Duffy** Scr. Housing Authority; Duffy Accessories

**Dr. Ada Rios-Rivera** Phd. Psychologist

**Doug Heller** Cigna Healthcare

**Peg Ruddy** Executive Director Women’s Resource Center



## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

August 3, 2020

RECEIVED

AUG - 7 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION APPOINTMENT OF JANE RISSE, 1707 EAST GIBSON STREET, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON CITY PLANNING COMMISSION EFFECTIVE JULY 29, 2020 FOR A FOUR (4) YEAR TERM. MS. RISSE WILL BE REPLACING JAMES THOMAS WHOSE TERM EXPIRED. JANE RISSE'S TERM WILL EXPIRE ON DECEMBER 31, 2024.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

*Joseph A. O'Brien (s)*  
Joseph A. O'Brien, Esquire  
Acting City Solicitor

JAO/sl

RESOLUTION NO. \_\_\_\_\_

2020

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH URBAN ELECTRICAL CONTRACTORS, INC. TO PERFORM MAINTENANCE OF STREET LIGHTS FOR A TWENTY-FOUR (24) MONTH PERIOD.**

WHEREAS, a request for Proposals was advertised for maintenance of street lights and three (3) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted, it was determined that due to the fact that Joyce Electrical Inc. was disqualified, we intend to award the contract to Urban Electrical Contractors, Inc. Urban Electrical Contractors, Inc. is now the lowest most responsible bidder per the Memo attached hereto from the Director of the Department of Public Works.

**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 Urban Electrical Contractors, Inc. for the maintenance of street lights for a period of twenty-four (24) month period.

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 \_\_\_\_\_ 2020 effective from the date of execution for a period of twenty four (24) months by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

URBAN ELECTRICAL CONTRACTORS, INC.  
801 WILLIAM STREET  
DUNMORE, PA 18510  
PHONE NO. (570) 342-0907

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 maintenance of City of Scranton street lights. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

MAINTENANCE OF CITY OF SCRANTON  
STREET LIGHTS EFFECTIVE FROM THE DATE  
OF EXECUTION FOR A PERIOD OF 24 MONTHS  
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 Urban Electrical Contractors, Inc. dated July 29, 2020 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

## ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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) with sub-rows for Bodily Injury, Property Damage, and Personal Injury, and Comprehensive Automobile Liability with sub-rows for 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

\_\_\_\_\_  
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY SOLICITOR

DATE: \_\_\_\_\_

URBAN ELECTRICAL CONTRACTORS, INC.

\_\_\_\_\_  
BY:

TITLE: \_\_\_\_\_

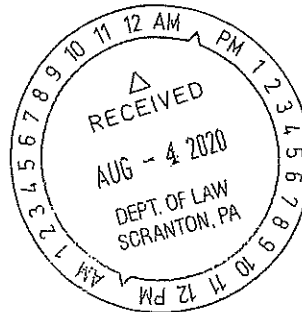
DATE: \_\_\_\_\_



DEPARTMENT OF PUBLIC WORKS

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4180 • FAX: 570-348-0197

Date: August 3, 2020  
Subject: City of Scranton  
Maintenance of Street Lights  
To: Joseph O'Brien, Esquire  
Acting City Solicitor  
From: Tom Preambo  
Director Public Works



This memo is in reference to Maintenance of Street Lights, I believe we should not award Joyce Electrical Inc the street lighting contract based on the past performance and concerns which lead to disqualifying the bid of Joyce Electrical Inc.

Due to the fact that Joyce Electrical Inc was disqualified, we intend to award the contract to Urban Electrical Contractors Inc. This contract is for Maintenance of Street Lights. Urban Electrical Contractors, Inc is now the lowest most responsible bidder.

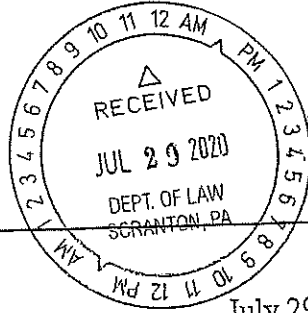
Please prepare the necessary contracts, as soon as possible.

Thank you for your cooperation in this matter.

Cc: Mayor Paige Cagnetti  
Mr. John Murray, City Controller  
Julie Reed, Purchasing Clerk  
File

Department of Business Administration

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



SCRANTON

July 29, 2020

Mr. Thomas Preambo  
Department of Public Works  
101 W. Poplar Street  
Scranton, Penna. 18508

Dear Mr. Preambo:

This is to inform you that bids were opened on Wednesday, July 29, 2020 in the Office of the City Controller for **MAINTENANCE OF STREET LIGHTS FOR A 24 MONTH PERIOD AS PER SPECIFICATIONS.**

Attached please find a copy of the bid submitted by the following companies:

**Leber Electrical, Inc.**  
**Joyce Electrical**  
**Urban Electrical Contractors**

After your review of these bids, please inform the Law Office of your decision so they may call for a contract or reject said bids. Thank you for your cooperation in this matter.

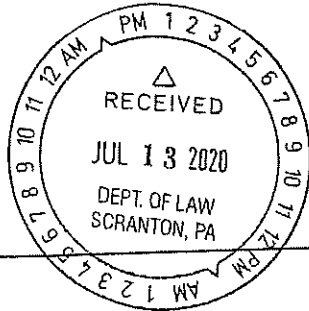
Sincerely,

Julie Reed,  
Purchasing Clerk

Cc: Mr. John Murray, City Controller  
Mr. Carl Deeley, Business Administrator  
Mrs. Lori Reed, City Clerk  
✓ Mr. Joseph O'Brien, Acting 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

July 13, 2020

Mr. Thomas Preambo  
Department of Public Works  
101 W. Poplar Street  
Scranton Pa, 18508

Dear Mr. Preambo,

This is to inform you that bids will be opened in Council Chambers on Wednesday, July 29, 2020 at 10:00 A.M. for the following:

MAINTENANCE OF STREET LIGHTS  
FOR A 24 MONTH PERIOD  
AS PER SPECIFICATIONS

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

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,  
Purchasing Clerk

CC: Mayor Paige Cagnetti  
Mr. John Murray, City Controller  
Mrs. Lori Reed, City Clerk  
Mr. Carl Deeley, Business Administrator  
Mr. Joseph O'Brien, Acting City Solicitor ✓  
File

CITY OF SCRANTON  
INVITATION TO BIDDERS

Separate sealed proposals will be received by the Office of the City Controller, 340 North Washington Avenue, Scranton, Pa. 18503 until Wednesday, July 29, 2020 at 10:00 am at which time such proposals will be opened in the City Council Chambers and available for public viewing at [www.youtube.com/user/electriccitytv570](http://www.youtube.com/user/electriccitytv570) for the following:

CITY OF SCRANTON MAINTENANCE OF STREETLIGHTS FOR A 24 MONTH PERIOD AS PER SPECIFICATIONS

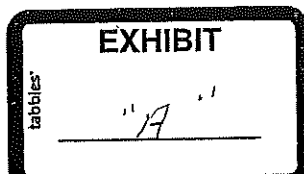
The contract shall be awarded to the lowest, most responsible bidder; however, the City reserves the right to reject any or all bids or any part of any bid.

Proposals shall be made upon the official proposal form attached to the specifications which may be obtained at the City Purchasing Department, 340 North Washington Avenue, Scranton, Pa. 18503 and which may be had by bona fide bidders. Copies can be obtained on the City website at [www.scrantonpa.gov](http://www.scrantonpa.gov). If you intend to submit a proposal, you are required to notify Julie Reed, Purchasing Clerk for the City of Scranton via email at [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov). If you fail to notify the Purchasing Clerk of your intent to submit a bid, you will not receive any Addenda or answers to questions that may be submitted from other bidders.

Bids will be received and identified by "City of Scranton Maintenance of Street Lights for a 24 Month Period". Due to the closure of City Hall, all proposals shall be submitted electronically to John Murray, City Controller for the City of Scranton via:  
<https://www.dropbox.com/request/ZSRidNINwouYUvi9lcwf>, so as to arrive by the date and time specified above. The City of Scranton will require a PDF document of this proposal. If you have any technical questions, please submit them via email to Thomas Preambo, DPW Director at [tpreambo@scrantonpa.gov](mailto:tpreambo@scrantonpa.gov).

Each proposal must be accompanied by a signed proposal, certificate of insurance, and a signed anti-collusion, affirmative action, and disclosure affidavit.

Carl Deeley  
Business Administrator



### Work to Be Performed

The work to be performed shall include scheduled and emergency maintenance items to the City owned street lights on a time and materials basis as directed by the City, in accordance with specifications and the bid hourly rates.

### Work by the City and Additional Awards of Contracts

The Municipality may undertake or award other contracts of additional work. The Contractor shall cooperate fully with such other contractors and Municipal employees and fit his own work to such additional work as may be directed by the Director of Public Works. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or my Municipal employees. Contractor agrees work pursuant to these specifications is at the demand and convenience of the City Contractor.

The Municipality also reserves the right to solicit and award contracts for the purchase of materials to be used by the contractor, when determined to be in the best interest of the Municipality. The Contractor shall be allowed one (1) hour at the lowest Hourly Repair Charge rate for obtaining and transporting the materials from the municipal shop if directed by the City.

### Inspection

The Municipality reserves the right to assign an inspector to the Contractor's operation for the purpose of determining the compliance with the specification and maintaining records, including the time records for service charges. Any work or materials found to be substandard or not in accordance with the provision of this contract, shall be prepared or replaced to the satisfaction of the Municipality at the sole expense of the Contractor. Contractor is solely responsible for notifications and coordination with PPL and compliance with PPL requirements.

### Work Performance

It shall be the contractor's responsibility to insure that he does not damage any material, equipment or structure during his operations. If the contractor damages any materials, equipment and structure, he shall repair or replace it to the satisfaction of and at no expense to the Municipality.

All electrical work shall meet the electrical regulations of all state and local codes, PPL and utility regulations, and otherwise as contained in the latest edition of the Nation Electrical Code of the National Board of Fire Underwriters.

All work shall be performed in a neat and workmanlike manner. All material or equipment replaces, shall be held available for inspection by the Municipality prior to disposal by the Contractor. Work shall be in complete conformance with PPL's regulations, except as modified herein in terms of agreement and scope, and any and all state and federal specifications, regulations and requirements.

### Maintenance and Protection of Traffic

Any necessary maintenance and protection of traffic during operation shall be the responsibility of the Contractor in accordance with the Pennsylvania Department of Transportation Publication 203, Work Zone Traffic Control. The contractor will be allowed to close **one (1) lane of traffic**, when necessary to provide the service required under the proposal, between the hours of 9:30 am and 3:30pm Monday through Friday, except holidays and as directed by the Director of Public Works.

### Damaged Parts, Materials and Equipment

Surplus or damaged parts, materials, light heads and arms, or other equipment which are salvageable shall be taken by the Contractor to a place designated by the Municipality unless indicated otherwise. Any damaged poles, broken concrete or other such materials that cannot be repaired shall be disposed of by the Contractor.

### Transportation

The Contractor shall be responsible for providing transportation. There shall be no additional charge for transportation.

### Test Equipment and Tools

The Contractor shall provide all the necessary test equipment and tools.

### Union Labor

The Contractor is referred to the City's wage and union requirements.

### Description of Work

The Contractor shall designate in writing a telephone number where he may be contacted concerning service. The Contractor shall be on-call twenty four (24) hours seven (7) days a week including holidays, for the purpose of making repairs. Work shall be categorized as emergency or scheduled service.

### Scheduled Service

For emergency service an authorized person (Director of Public Works, Chief of Police, etc.) will notify the Contractor of need for emergency response. The Contractor shall respond and be on site to correct the failure within the response times defined below.

**Emergency Service:** Shall arise when as described above and when an emergency or dangerous situation exists, in which case the Contractor shall immediately dispatch qualified personnel to eliminate such conditions. When notification is received between 7 am and 6 pm Monday thru Friday the response time shall be no more than one hour.

When notification is received any other time or day the response time shall be no more than one and a half hours.

**Scheduled Service:** Non-emergency maintenance and repairs shall be scheduled by the Contractor at the convenience of Public Works.

Scheduled service shall be performed when in coordination with the Director of Public Works, sufficient maintenance or repair activities exist to reduce the number of deployments. Sole discretion regarding the need to mobilize rests with the Director of Public Works.

### Work Includes

- Replace damaged pole (furnish and install)
- Burned out bulbs / fixture
- Ballast
- Relocation of poles
- Removal of poles / rerouting wiring
- Broken wiring
- Control of light types (City)

The Contractor shall restore normal operation in the field within 24 hours. In the event, the Contractor is unable to restore normal operation in the field; substitute equipment shall be supplied at no additional cost to the Municipality until repairs to the existing equipment can be made. The existing equipment shall be repaired and returned to the field in no more than fifteen (15) days.

All repairs and testing of the failed equipment shall be done by the Contractor.

Complete records of the work performed and log-in sheets of the intersection shall be completed.

Contractor warrants as a basis for submitting a bid that he has familiarized himself with the light types owned by the City.

The Contractor shall maintain a database and map of the City's lights, including dates and records of service performed. Contractor shall establish and operate a telephone and website public hotline for reporting outages and needs for service. Contractor shall report such calls and notices thusly received to the Director of Public Works and shall coordinate service schedule for said items.

### Material

The Contractor is ultimately responsible for furnishing material, tools, and equipment necessary for the performance of the work.

### Method of Payment

The method of payment shall be based on a bid hourly rate for a truck and an hourly rate for manpower in accordance with the categories listed below. Compensation shall further be in accordance with any agreement offered by the City.

Payment shall be made at the contract price per unit/hour for the respective item.



In addition there shall be a minimum service charge per call of 1 hour regardless of the actual time spent.

The service charge time shall include only that time spent in repairing or restoring the installation. The Contractor agrees the decision by the Director of Public Works for the actual time spent will be final. No compensation will be paid for break periods or down time.

A detailed description of the work performed and a separate invoice detailing the material shall be submitted to the Municipality. Payment may not be made without above written description.

**Penalties**

If the Contractor response time exceeds the time as outlined in the previous section, a penalty of \$ 100 per each additional hour will be charged. If the Contractor response time exceeds by 8 hours of the agreed upon limit, another Contractor will be notified to repair the failed intersection at the expense of the original contractor. The Municipality shall deduct this amount from the Contractor's latest invoice.

**Agreements**

Contractor agrees to execute any agreement offered by the City conforming to City's requirements.

**Basis of Bid:**

1. Emergency and scheduled service, Monday through Friday 6 am to 7 pm

Man hour     \$ \_\_\_\_\_/hour  
Truck         \$ \_\_\_\_\_/hour

2. Emergency service, any other time

Man hour     \$ \_\_\_\_\_/hour  
Truck         \$ \_\_\_\_\_/hour

### 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 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 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

I, \_\_\_\_\_, hereby state that I am \_\_\_\_\_  
for \_\_\_\_\_, and am authorized to make this verification.

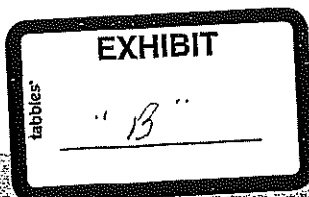
I verify that the facts set forth in the foregoing Act 44 Disclosure Form for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_





# City of Scranton Maintenance of Street Lights For a 24 Month Period



The Power To *Move.*

### Work to Be Performed

The work to be performed shall include scheduled and emergency maintenance items to the City owned street lights on a time and materials basis as directed by the City, in accordance with specifications and the bid hourly rates.

### Work by the City and Additional Awards of Contracts

The Municipality may undertake or award other contracts of additional work. The Contractor shall cooperate fully with such other contractors and Municipal employees and fit his own work to such additional work as may be directed by the Director of Public Works. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or my Municipal employees. Contractor agrees work pursuant to these specifications is at the demand and convenience of the City Contractor.

The Municipality also reserves the right to solicit and award contracts for the purchase of materials to be used by the contractor, when determined to be in the best interest of the Municipality. The Contractor shall be allowed one (1) hour at the lowest Hourly Repair Charge rate for obtaining and transporting the materials from the municipal shop if directed by the City.

### Inspection

The Municipality reserves the right to assign an inspector to the Contractor's operation for the purpose of determining the compliance with the specification and maintaining records, including the time records for service charges. Any work or materials found to be substandard or not in accordance with the provision of this contract, shall be prepared or replaced to the satisfaction of the Municipality at the sole expense of the Contractor. Contractor is solely responsible for notifications and coordination with PPL and compliance with PPL requirements.

### Work Performance

It shall be the contractor's responsibility to insure that he does not damage any material, equipment or structure during his operations. If the contractor damages any materials, equipment and structure, he shall repair or replace it to the satisfaction of and at no expense to the Municipality.

All electrical work shall meet the electrical regulations of all state and local codes, PPL and utility regulations, and otherwise as contained in the latest edition of the Nation Electrical Code of the National Board of Fire Underwriters.

All work shall be performed in a neat and workmanlike manner. All material or equipment replaces, shall be held available for inspection by the Municipality prior to disposal by the Contractor. Work shall be in complete conformance with PPL's regulations, except as modified herein in terms of agreement and scope, and any and all state and federal specifications, regulations and requirements.

### Maintenance and Protection of Traffic

Any necessary maintenance and protection of traffic during operation shall be the responsibility of the Contractor in accordance with the Pennsylvania Department of Transportation Publication 203, Work Zone Traffic Control. The contractor will be allowed to close one (1) lane of traffic, when necessary to provide the service required under the proposal, between the hours of 9:30 am and 3:30pm Monday through Friday, except holidays and as directed by the Director of Public Works.

### Damaged Parts, Materials and Equipment

Surplus or damaged parts, materials, light heads and arms, or other equipment which are salvageable shall be taken by the Contractor to a place designated by the Municipality unless indicated otherwise. Any damaged poles, broken concrete or other such materials that cannot be repaired shall be disposed of by the Contractor.

### Transportation

The Contractor shall be responsible for providing transportation. There shall be no additional charge for transportation.

### Test Equipment 33 and Tools

The Contractor shall provide all the necessary test equipment and tools.

### Union Labor

The Contractor is referred to the City's wage and union requirements.

### Description of Work

The Contractor shall designate in writing a telephone number where he may be contacted concerning service. The Contractor shall be on-call twenty four (24) hours seven (7) days a week including holidays, for the purpose of making repairs. Work shall be categorized as emergency or scheduled service.

### Scheduled Service

For emergency service an authorized person (Director of Public Works, Chief of Police, etc.) will notify the Contractor of need for emergency response. The Contractor shall respond and be on site to correct the failure within the response times defined below.

**Emergency Service:** Shall arise when as described above and when an emergency or dangerous situation exists, in which case the Contractor shall immediately dispatch qualified personnel to eliminate such conditions. When notification is received between 7 am and 6 pm Monday thru Friday the response time shall be no more than one hour.

When notification is received any other time or day the response time shall be no more than one and a half hours.

Scheduled Service: Non-emergency maintenance and repairs shall be scheduled by the Contractor at the convenience of Public Works.

Scheduled service shall be performed when in coordination with the Director of Public Works, sufficient maintenance or repair activities exist to reduce the number of deployments. Sole discretion regarding the need to mobilize rests with the Director of Public Works.

#### Work Includes

- Replace damaged pole (furnish and install)
- Burned out bulbs / fixture
- Ballast
- Relocation of poles
- Removal of poles / rerouting wiring
- Broken wiring
- Control of light types (City)

The Contractor shall restore normal operation in the field within twelve (12) hours. In the event, the Contractor is unable to restore normal operation in the field; substitute equipment shall be supplied at no additional cost to the Municipality until repairs to the existing equipment can be made. The existing equipment shall be repaired and returned to the field in no more than seven (7) days.

All repairs and testing of the failed equipment shall be done by the Contractor.

Complete records of the work performed and log-in sheets of the intersection shall be completed.

Contractor warrants as a basis for submitting a bid that he has familiarized himself with the light types owned by the City.

The Contractor shall maintain a database and map of the City's lights, including dates and records of service performed. Contractor shall establish and operate a telephone and website public hotline for reporting outages and needs for service. Contractor shall report such calls and notices thusly received to the Director of Public Works and shall coordinate service schedule for said items.

#### Material

The Contractor is ultimately responsible for furnishing material, tools, and equipment necessary for the performance of the work.

#### Method of Payment

The method of payment shall be based on a bid hourly rate for a truck and an hourly rate for manpower in accordance with the categories listed below. Compensation shall further be in accordance with any agreement offered by the City.

Payment shall be made at the contract price per unit/hour for the respective item. In addition there shall be a minimum service charge per call of 1 hour regardless of the actual time spent.

The service charge time shall include only that time spent in repairing or restoring the installation. The Contractor agrees the decision by the Director of Public Works for the actual time spent will be final. No compensation will be paid for break periods or down time.

A detailed description of the work performed and a separate invoice detailing the material shall be submitted to the Municipality. Payment may not be made without above written description.

### Penalties

If the Contractor response time exceeds the time as outlined in the previous section, a penalty of \$ 100 per each additional hour will be charged. If the Contractor response time exceeds by 8 hours of the agreed upon limit, another Contractor will be notified to repair the failed intersection at the expense of the original contractor. The Municipality shall deduct this amount from the Contractor's latest invoice.

### Agreements

Contractor agrees to execute any agreement offered by the City conforming to City's requirements.

### Basis of Bid:

1. Emergency and scheduled service, Monday through Friday 6 am to 7 pm

Man hour	\$ 73.80 /hour
Truck	\$ 18.00 /hour

2. Emergency service, any other time

Man hour	\$ 128.75 /hour
Truck	\$ 18.00 /hour

Attachment A. Affirmative Action Certification

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

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.
- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: 7/29/2020

URBAN ELECTRICAL CONTRACTORS INC  
(Name of Bidder)

BY Patricia DeKasper

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: 7/29/2020

URBAN ELECTRICAL CONTRACTORS INC

(Name of Bidder)

BY *William DeNaples*

TITLE PRESIDENT



Attachment D. Non-Collusion Affidavit of Prime Bidder

STATE OF PENNSYLVANIA

COUNTY OF LACKAWANNA

PATRICIA DENAPLES, being  
first duly sworn, deposes and says that:

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

of URBAN ELECTRICAL CONTRACTORS INC, 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.

City of Scranton  
Request for Proposals  
Maintenance of Street Lights

Non-Collusion Affidavit  
Signature Page

Patricia DeCaprio

Signed \_\_\_\_\_

PRESIDENT

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 29TH DAY OF JULY  
2020

Edwina Neary  
Notary  
(TITLE)

MY COMMISSION EXPIRES \_\_\_\_\_  
20

Commonwealth of Pennsylvania - Notary Seal  
Edwina M. Neary, Notary Public  
Lackawanna County  
My commission expires April 7, 2023  
Commission number 1119425  
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. SEE ATTACHED LIST
  - 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; N/A
  - 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. N/A
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. NO
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. NO
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
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. NO
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. NO
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. NO

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. NO
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. NO
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. PATRICIA DENAPLES

### VERIFICATION

I, PATRICIA DENAPLES, hereby state that I am PRESIDENT  
for URBAN ELECTRICAL CONTRACTORS INC, 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: Patricia Denaples Date: 7/29/2020



### KEY COMPANY INDIVIDUALS

Patricia DeNaples	President	17 Years
Christian Evans	Vice President	29 Years
Charles Leahey	General Foreman	35 Years
Jeff Parisi	Sr. Project Manager	33 Years
John Bryla	Senior Estimator	33 Years
Jack McHale	Superintendent	30 years
Susan Merlino	Project Administration	20 Years
Edwina Neary	Controller	30 Years
Eugene DeNaples	VP / Purchasing	19 Years

The Power To **Move.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)  
07/22/2020

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

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

PRODUCER Joseph J. Joyce Associates, Inc 9 North Main Street  Pittston  PA 18640-0506	CONTACT NAME: Stephanie Agolino	PHONE (A/C, No, Ext): (570) 655-2831	FAX (A/C, No): (570) 655-4668
	E-MAIL ADDRESS: sagolino@joyceinsurance.com		
INSURED  Urban Electrical Contractors Inc. 801 William Street  Dunmore  PA 18510	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Penn National Insurance		
	INSURER B: Lackawanna Casualty Co.		
	INSURER C: Charter Oak Fire		25615
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL2041730572 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	ADDITIONAL INSURED	SUBROGATION WAIVED	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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CX90682481	04/24/2020	04/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 Employment Practices \$ 100,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 19			AX90682481	04/24/2020	04/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI- \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 0			UL90682481	04/24/2020	04/24/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	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/A	WC091022013 Pennsylvania	09/29/2019	09/29/2020	<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
C	New Jersey Workers Compensation			UB5J050222	09/15/2019	09/15/2020	E.L. Accident Limit \$1,000,000 Disease Policy Limit \$1,000,000 Disease Each Employee \$1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Scranton  
340 N. Washington Ave.

Scranton

PA 18503

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

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## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

August 24, 2020

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

RECEIVED  
AUG 26 2020

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 URBAN ELECTRICAL CONTRACTORS, INC. TO PERFORM MAINTENANCE OF STREET LIGHTS FOR A TWENTY-FOUR (24) MONTH PERIOD.

Very truly yours,

*Joseph A. O'Brien (S)*

Joseph A. O'Brien, Esquire  
Acting City Solicitor

JAO/sl

RESOLUTION NO. \_\_\_\_\_

2020

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH A&M ELECTRICAL CONSTRUCTION INC. TO PROVIDE MAINTENANCE OF TRAFFIC SIGNALIZATION FOR THE CITY OF SCRANTON FOR A TWO YEAR PERIOD.**

WHEREAS, a request for Proposals was advertised for Maintenance of Traffic Signalization for the City of Scranton only one (1) conforming proposal was submitted for review; and

WHEREAS, after review of the proposal submitted it was determined that it would be in the best interest of the City to award the Contract to A&M Electrical Construction Inc. as they were the lowest most responsible bidder with the proper certification.

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 A&M Electrical Construction Inc. to provide Maintenance of Traffic Signalization for the City of Scranton for a two (2) year period.

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 \_\_\_\_\_ 2020 effective from date of execution for a two (2) year period by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

A&M ELECTRICAL CONSTRUCTION, INC.  
185 WASHINGTON AVENUE  
WEST WYOMING, PA 18644  
PHONE NO. (570) 237-5137

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 maintenance of traffic signalization for the City of Scranton. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

MAINTENANCE OF TRAFFIC SIGNALIZATION  
FOR THE CITY OF SCRANTON  
FOR A TWO (2) YEAR PERIOD  
PER THE ATTACHED BID PROPOSAL AND SPECIFICAITONS

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 A&M Electrical Construction Inc. dated August 12, 2020 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

## ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

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

- (a) Name of insurance company, policy number, and expiration date;
- (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

\_\_\_\_\_  
DIRECTOR DEPARTMENT OF PUBLIC  
WORKS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY SOLICITOR

DATE: \_\_\_\_\_

A&M ELECTRICAL CONSTRUCTION INC.

\_\_\_\_\_  
BY:

TITLE: \_\_\_\_\_

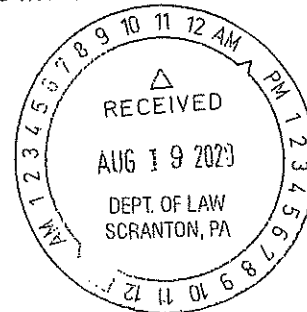
DATE: \_\_\_\_\_



DEPARTMENT OF PUBLIC WORKS

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4180 • FAX: 570-348-0197

Date: August 13, 2020  
Subject: City of Scranton  
Maintenance of Traffic Signalization  
To: Joseph O'Brien, Esquire  
Acting City Solicitor  
From: Tom Preambo  
Director Public Works



This is to inform you that we intend to award a contract to A & M Electrical. This contract is for Maintenance of Traffic Signalization. A & M Electrical was the lowest, most responsible bidder.

Please prepare the necessary contracts, as soon as possible.

Thank you for your cooperation in this matter.

Cc: Mayor Paige Cagnetti  
Mr. John Murray, City Controller  
Ms. Julie Reed, Purchasing Clerk

Department of Business Administration

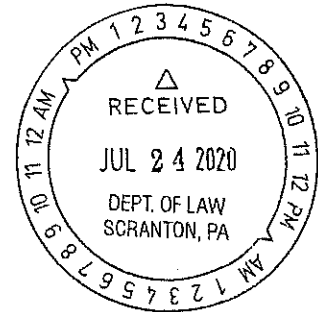
City Hall  
340 North Washington Avenue  
Scranton, Pennsylvania 18503  
Tel: (570) 348-4118  
Fax: (570) 348-4225



SCRANTON

July 24, 2020

Mr. Thomas Preambo  
Department of Public Works  
101 W. Poplar Street  
Scranton Pa, 18508



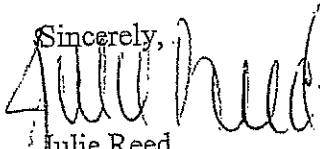
Dear Mr. Preambo,

This is to inform you that bids will be opened in Council Chambers on Wednesday, August 12, 2020 at 10:00 A.M. for the following:

MAINTENANCE OF TRAFFIC SIGNALIZATION  
FOR A 24 MONTH PERIOD  
AS PER SPECIFICATIONS

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

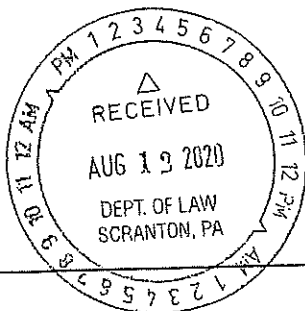
Thank you for your cooperation in this matter.

Sincerely,  
  
Julie Reed,  
Purchasing Clerk

CC: Mayor Paige Cagnetti  
Mr. John Murray, City Controller  
Mrs. Lori Reed, City Clerk  
Mr. Carl Deeley, Business Administrator  
✓ Mr. Joseph O'Brien, Acting 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

August 12, 2020

Mr. Thomas Preambo, Director  
Department of Public Works  
101 W. Poplar Street  
Scranton, Penna. 18508

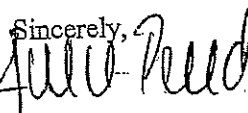
Dear Mr. Preambo:

This is to inform you that bids were opened on Wednesday, August 12, 2020 in the Office of the City Controller for the Maintenance of Traffic Signalization for a Two Year Period. Attached is a copy of the bid submitted by the following company:

**A&M Electrical**

After your review of this bid, 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

Attachments

Cc: Mr. John Murray, City Controller  
Mrs. Lori Reed, City Clerk  
✓ Attn. Joseph O'Brien, Acting City Solicitor  
File

**CITY OF SCRANTON  
INVITATION TO BIDDERS**

Separate sealed proposals will be received by the Office of the City Controller, 340 North Washington Avenue, Scranton, Pa. 18503 until Wednesday, August 12, 2020 at 10:00 a.m. at which time such proposals will be opened in the City Council Chambers and available for public viewing at [www.youtube.com/user/electriccitytv570](http://www.youtube.com/user/electriccitytv570) for the following:

**MAINTENANCE OF TRAFFIC SIGNALIZATION FOR A TWO YEAR  
PERIOD AS PER SPECIFICATIONS**

Proposals shall be made upon the official proposal from the attached to the specifications which may be obtained at the City of Scranton Purchasing Department, 340 North Washington Avenue, Scranton, Pa. 18503 and which may be had by bona fide bidders. Copies can be obtained on the City website at [www.scrantonpa.gov](http://www.scrantonpa.gov). If you intend to submit a proposal, you are required to notify Julie Reed, Purchasing Clerk for the City of Scranton via email at [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov). If you fail to notify the Purchasing Clerk of your intent to submit a bid, you will not receive any Addenda or answers to any questions that may be submitted by other bidders.

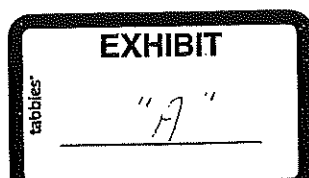
Bids will be received and identified by "City of Scranton Maintenance of Traffic Signalization for a Two Year Period." Due to the closure of City Hall, all proposals will be submitted electronically to **John Murray, City Controller for the City of Scranton** via: <https://www.dropbox.com/request/9V0u4yd7UYc7AcC9qQcp> so as to arrive by the date and the time specified above. The City of Scranton will require a PDF document of this proposal. If you have any technical questions, please submit them via email to **Thomas Preambo, DPW Director** at: [tpreambo@scrantonpa.gov](mailto:tpreambo@scrantonpa.gov).

The contract will be awarded to the lowest, most responsible bidder; however, the City reserves the right to reject any or all bids or any part of any bid.

Each proposal must be accompanied by a signed proposal, certificate of insurance, and a signed anti-collusion, affirmative action, a certificate of non-segregated facilities, and a disclosure affidavit.

Carl Deeley

Business Administrator





### Work To Be Performed

The work to be performed shall include scheduled and emergency maintenance items to the City owned traffic control devices on a time basis as directed by the City, in accordance with specifications and the bid hourly rates, for a two (2) year period.

### Work by the City and Additional Awards of Contracts

The Municipality may undertake or award other contracts of additional work. The Contractor shall cooperate fully with such other contractors and Municipal employees and fit his own work to such additional work as may be directed by the Director of Public Works. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or my Municipal employees. Contractor agrees work pursuant to these specifications is at the demand and convenience of the City.

The Municipality also reserves the right to solicit and award contracts for the purchase of materials to be used by the contractor, when determined to be in the best interest of the Municipality. The Contractor shall be allowed one (1) hour at the lowest Hourly Repair Charge rate for obtaining and transporting the materials from the municipal shop if directed by the City.

### Inspection

The Municipality reserves the right to assign an inspector to the Contractor's operation for the purpose of determining the compliance with the specification and maintaining records, including the time records for service charges. Any work or materials found to be substandard or not in accordance with the provision of this contract, shall be prepared or replaced to the satisfaction of the Municipality at the sole expense of the Contractor.

### Work Performance

It shall be the contractor's responsibility to insure that he does not damage any material, equipment or structure during his operations. If the contractor damages any materials, equipment and structure, he shall repair or replace it to the satisfaction of and at no expense to the Municipality.

All electrical work shall meet the electrical regulations of all state and local codes and otherwise as contained in the latest edition of the Nation Electrical Code of the National Board of Fire Underwriters.

Any persons performing installation, repair, and maintenance of all electrical work must be IMSA Traffic Signal Technician Level II certified. Proof of a current IMSA Level II Certificate must be submitted with the bid proposal in order for the same to be considered.

All work shall be performed in a neat and workmanlike manner. All equipment, material or equipment replacements shall be held available for inspection by the Municipality prior to disposal by the Contractor.

Work shall be in complete conformance with Penn Dot's Publication 191, except as modified herein in terms of agreement and scope, and any and all state and federal specifications, regulations and requirements.

#### Maintenance and Protection of Traffic

The maintenance and protection of traffic during the maintenance operation shall be the responsibility of the Contractor in accordance with the Pennsylvania Department of Transportation Publication 203, Work Zone Traffic Control. The contractor will be allowed to close one (1) lane of traffic, when necessary to provide the service required under the proposal, between the hours of 9:30 am and 3:30 pm Monday through Friday, except holidays and as directed by the Director of Public Works.

#### Damaged Parts, Materials and Equipment

Surplus or damaged parts, materials or other equipment which are salvageable shall be taken by the Contractor to a place designated by the Municipality unless indicated otherwise. Any damaged poles, broken concrete or other such materials that cannot be repaired shall be disposed of by the Contractor.

#### Transportation

The Contractor shall be responsible for providing transportation. There shall be no additional charge for transportation.

#### Test Equipment and Tools

The Contractor shall provide all the necessary test equipment and tools.

#### Union Labor

The Contractor is referred to the City's wage and union requirements.

#### Description of Work

The Contractor shall designate in writing an emergency telephone number where he may be contacted concerning response on-call service. The Contractor shall be on-call **twenty four (24) hours seven (7) days a week including holidays**, for the purpose of making repairs. Contractor may also designate a contract number for scheduled work in category 4 below. When a system or installation is not in operation or illuminated due to equipment failure or external damage, and authorized person (Director of Public Works, Chief of Police, etc.) will notify the Contractor of such failure. The Contractor shall respond and be on site to correct the failure within the response times defined below.

The response time for the Contractor is classified into the following categories:

Category 1. When notification is received between 7 am and 6 pm Monday thru Friday. The response time shall be no more than one hour.

Category 2. When notification is received any other time or day. The response time shall be no more than one and a half hours.

Category 3. When an emergency or dangerous situation exists, in which case the Contractor shall immediately dispatch qualified personnel to eliminate such conditions.

Category 4. Non emergency maintenance and repairs shall be scheduled by the Contractor at the convenience of Public Works.

Category 5. Emergency pole replacement with new control box and transfer of service

The Contractor shall restore noting operation in the field within 24 hours. In the event, the Contractor is unable to restore normal operation in the field; substitute equipment shall be supplied at no additional cost to the Municipality until repairs to the existing equipment can be made. The existing equipment shall be repaired and returned to the field in no more than fifteen (15) days.

All repairs and testing of the failed equipment shall be done by the Contractor.

Complete record of the work performed and log-in sheet of the intersection shall be completed.

#### Material

The Contractor is ultimately responsible for furnishing material, tools, and equipment necessary for the performance of the work.

#### Method of Payment

The method of payment shall be based on a bid hourly rate for a truck and an hourly rate for manpower in accordance with the categories listed below. Compensation shall further be in accordance with any agreement offered by the City.

Payment shall be made at the contract price per unit/hour for the respective item.

In addition there shall be a minimum service charge per call of 1 hour regardless of the actual time spent.

The service charge time shall include only that time spent in repairing or restoring the installation. The Contractor agrees the decision by the Director of Public Works for the actual time spent will be final. No compensation will be paid for break periods or down time.

A detailed description of the work performed and a separate invoice detailing the material shall be submitted to the Municipality. Payment may not be made without above written description.

Penalties

If the Contractor response time exceeds the time as outlined in the previous section, a penalty of \$ 100 per each additional hour will be charged. If the Contractor response time exceeds by 8 hours of the agreed upon limit, another Contractor will be notified to repair the failed intersection at the expense of the original contractor. The Municipality shall deduct this amount from the Contractor's latest invoice.

Agreements

Contractor agrees to execute any agreement offered by the City conforming to City's requirements.

The teams of this contract shall not exceed one (1) year.

Basis of Bid:

- 1. Emergency and scheduled service, Monday through Friday 7 am to 6 pm (Category 1&4)

Man hour \_\_\_\_\_ /hour  
Truck \_\_\_\_\_ /hour

- 2. Emergency service, any other time (Category 2&3)

Man hour \_\_\_\_\_ /hour  
Truck \_\_\_\_\_ /hour

- 3. Emergency service, any other time (Category 5)

Man hour \_\_\_\_\_ /hour  
Truck \_\_\_\_\_ /hour

- 4. Include mark-up cost for materials and supplies

\_\_\_\_\_ Percent

## 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 receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such 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 are 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 COMA/LESION 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: \_\_\_\_\_

Penalties

If the Contractor response time exceeds the time as outlined in the previous section, a penalty of \$ 100 per each additional hour will be charged. If the Contractor response time exceeds by 8 hours of the agreed upon limit, another Contractor will be notified to repair the failed intersection at the expense of the original contractor. The Municipality shall deduct this amount from the Contractor's latest invoice.

Agreements

Contractor agrees to execute any agreement offered by the City conforming to City's requirements.

The terms of this contract shall not exceed one (1) year.

Basis of Bid:

1. Emergency and scheduled service, Monday through Friday 7 am to 6 pm (Category 1&4)

Man hour           \$ 96           /hour  
Truck           \$ 35           /hour

2. Emergency service, any other time (Category 2&3)

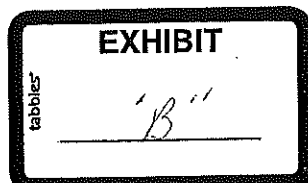
Man hour           \$ 135           /hour  
Truck           \$ 35           /hour

3. Emergency service, any other time (Category 5)

Man hour           \$ 144           /hour  
Truck           \$ 35           /hour

4. Include mark-up cost for materials and supplies

          20%           Percent



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: 9-12-2020

A&M Electrical Construction  
(Name of Bidder)

BY Dulma Kubaschik

TITLE President

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 are prescribed in 18 U.S.C. 1001.

DATE 8-12-2020

ARM Electrical Construction  
(Name of Bidder)

By Radina Kucharek

Title President

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania

COUNTY OF LUZERNE

Arlene Kuhachik, being first duly sworn, deposes and says that:

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

of ARM Electrical Construction, 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

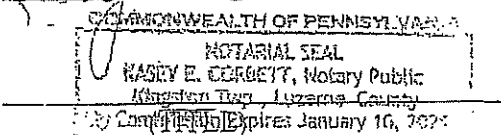
SIGNED Arlene Kucharuk

President  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 12th DAY OF August, 20 20

Harvey E. Corbett



MY COMA/LESION EXPIRES January 10, 20 21



**CERTIFIED IN:**

**IMSA Certifications**

Roadway Lighting Level II - Initial (SS\_11989) - 7/13/10  
Traffic Signal III (Field) - Initial (CE\_11989) - 7/27/09  
Removal Roadway Lighting I - Initial (RR\_11989) - 7/29/08



507 Beverly Court, Suite 100, Rockledge, FL 32955  
800-723-IMSA membership@IMSAsafety.org  
Fax: 321-806-1400 www.IMSAsafety.org

**Michael Kuharchik**  
IMSA ID#: 11989

Joined: 1/1/2007

Type: Contractor

Section: New Jersey

Expires: 12/31/2020



ERIE INSURANCE COMPANY  
BID BOND

Know All Men by These Presents,

Bond No. . . . . AA8846 . . . . .

That we, A & M ELECTRICAL CONSTRUCTION INC . . . . .  
(hereinafter called the Principal) as Principal and the ERIE INSURANCE COMPANY, of Erie, Pennsylvania, a  
corporation duly organized under the laws of the State of Pennsylvania, (hereinafter called the Surety),  
as Surety, are held and firmly bound unto CITY OF SCRANTON . . . . .

. . . . . hereinafter called the Obligee in the full and just sum of TEN THOUSAND . . . . .

. . . . . Dollars, (\$10,000 . . . . .),  
good and lawful money of the United States of America, to the payments of which sum of money well  
and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

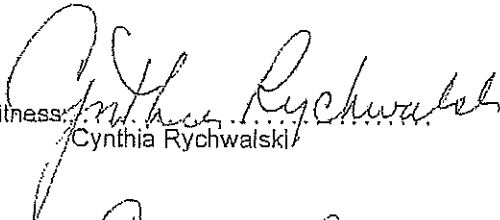
Signed, sealed and dated this . . . . . 12th . . . . . day of . . . . . August . . . . ., A.D. 2020.  
Year

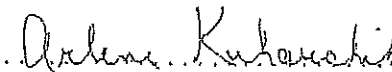
THE CONDITION OF THIS OBLIGATION IS SUCH: That, if the Obligee shall make any award within 60  
days to the Principal for Traffic Signal Maintenance . . . . .

. . . . .  
according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall  
duly make and enter into a contract with the Obligee in accordance with the terms of said proposal  
or bid and award and shall give bond for the faithful performance thereof with the Surety or Sureties  
approved by the Obligee; or if the Principal shall, in case of failure so to do, pay the Obligee the damages  
which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then  
this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

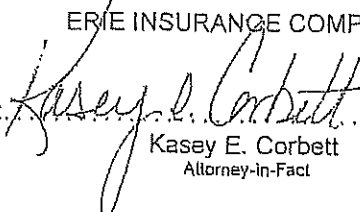
In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Principal, A & M Electrical Construction Inc . . . . .

Witness:   
Cynthia Rychwalski

By:  . . . . .  
Title President

Witness:   
Cynthia Rychwalski

ERIE INSURANCE COMPANY  
By:  . . . . .  
Kasey E. Corbett  
Attorney-in-Fact



# LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint \_\_\_\_\_

\_\_\_\_\_ Brian T. Corbett, Maureen A. O'Boyle, Karen L. Stecco and Kasey E. Corbett \_\_\_\_\_

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, \_\_\_\_\_

\_\_\_\_\_ each in a penalty not to exceed the sum of two million dollars (\$2,000,000.00). \_\_\_\_\_

And to bind ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolutions have not been amended or repealed:

"RESOLVED, that the Chief Executive Officer, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him or her.

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

This Limited Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of Timothy G. NeCastro, as Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of Brian W. Bolash, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her notarial seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company."

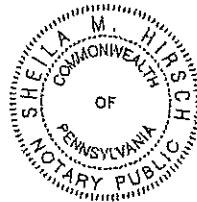
IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of October, 2016.



*Timothy G. NeCastro*  
Timothy G. NeCastro  
Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA } ss.  
COUNTY OF ERIE

On this 18th day of October, 2016, before me personally came Timothy G. NeCastro, to me known, who being by me duly sworn, did depose and say; that he is Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

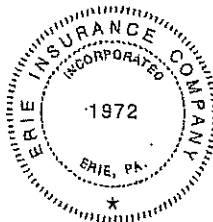


*Sheila M. Hirsch*  
My commission expires June 27, 2020  
Notary Public

### CERTIFICATE

I, Brian W. Bolash, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company.



*Brian W. Bolash*  
Brian W. Bolash, Secretary

this 12th day of August 2020

SF57 9/16



## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

August 26, 2020

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

RECEIVED  
AUG 26 2020

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 A&M ELECTRICAL CONSTRUCTION INC. TO PROVIDE MAINTENANCE OF TRAFFIC SIGNALIZATION FOR THE CITY OF SCRANTON FOR A TWO YEAR PERIOD.

Very truly yours,

Joseph A. O'Brien, Esquire

Acting City Solicitor