

# 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:

### 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:

#### TYPE OF INSURANCE

#### LIMITS OF LIABILITY

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)	

- (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.

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

ATTEST:

L. Reed  
CITY CLERK

DATE: 9.11.2020

BY: Tommy Spivak  
MAYOR

DATE: 8/14/2020

COUNTERSIGNED:

John Murray  
CITY CONTROLLER

DATE: 9.14.2020

Tom Buchanan  
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

DATE: 9/15/20

APPROVED AS TO FORM:

[Signature]  
CITY SOLICITOR

DATE: 08-12-2020

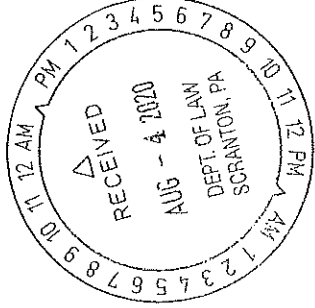
URBAN ELECTRICAL CONTRACTORS, INC.

[Signature]



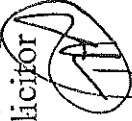
**DEPARTMENT OF PUBLIC WORKS**

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.

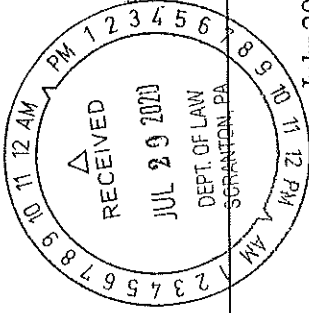
Thank you for your cooperation in this matter.

Department of Business Administration



SCRANTON

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



July 29, 2020

Mr. Thomas Preambo  
Department of Public Works  
101 W. Poplar Street  
Scranton, Penna. 18508

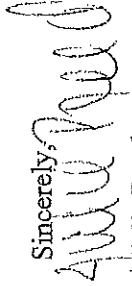
Dear Mr. Preambo:

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

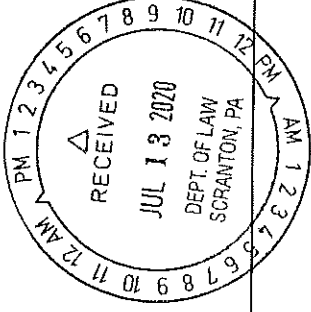
- Cc: Mr. John Murray, City Controller
- Mr. Carl Deeley, Business Administrator
- Mrs. Lori Reed, City Clerk
- Mr. Joseph O'Brien, Acting City Solicitor
- File

Department of Business Administration



SCRANTON

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



July 13, 2020

Mr. Thomas Preambo  
Department of Public Works  
101 W. Poplar Street  
Scranton Pa, 18508

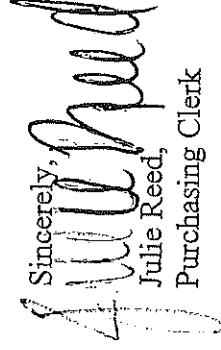
Dear Mr. Preambo,

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/ZSRidNINwouYUvi9lcwvf>, 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 any 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.

### 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

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**

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

- (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 \_\_\_\_\_

**Attachment B. Certificate of Non-Segregated Facilities**

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

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

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

\_\_\_\_\_  
(Name of Bidder)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Attachment D. Non-Collusion Affidavit of Prime Bidder

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

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

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

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

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

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

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

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

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



Non-Collusion Affidavit  
Signature Page

\_\_\_\_\_  
Signed \_\_\_\_\_

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

SUBSCRIBED AND SWORN TO BEFORE ME

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

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

MY COMMISSION EXPIRES \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_\_

**Attachment E. Disclosures by Current Contractors**

1. Provide the names and titles of all individuals providing professional services to the City of including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
  - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;
  - List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.
2. Since January 1, 2011, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.
3. Since January 1, 2011, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.
4. Since January 1, 2011 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.
5. Since January 1, 2011, has the contractor made any Contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.
6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which



# City of Scranton Maintenance of Street Lights For a 24 Month Period

### 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.

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 3 3 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

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

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



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- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's non-compliance 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 id for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produces.

DATE: 7/29/2020

URBAN ELECTRICAL CONTRACTORS INC  
(Name of Bidder)

BY Patrick 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



TITLE

PRESIDENT

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

