

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
**June 8, 2017**  
**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 SINGLE TAX OFFICE CITY FUNDS DISTRIBUTED COMPARISON REPORT 2016-2017 YEAR TO DATE MAY 31, 2017.  
  
[Single Tax Office City Funds Distributed May 2016-2017.pdf](#)
  - 3.B AGENDA FOR THE BOARD OF ZONING APPEALS MEETING TO BE HELD JUNE 14, 2017.  
  
[Zoning Board Meeting 6-14-17.pdf](#)
  - 3.C TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD JUNE 21, 2017.  
  
[Tax Assessor's Report for 6-21-17.pdf](#)
  - 3.D MINUTES OF THE REGULAR MEETING OF THE LACKAWANNA COUNTY LAND BANK HELD MAY 12, 2017.  
  
[Lacka County Land Bank Meeting 5-12-17.pdf](#)
4. CITIZENS PARTICIPATION

5. INTRODUCTION OF ORDINANCES, RESOLUTIONS,  
APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS &  
COMMISSIONS MOTIONS & REPORTS OF COMMITTEES:

5.A MOTIONS

- 5.B FOR INTRODUCTION – AN ORDINANCE – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ACCEPT ON BEHALF OF THE CITY OF SCRANTON THIS QUITCLAIM DEED CONVEYING TITLE TO THE CITY OF SCRANTON, THE FORMER CSM SAMUEL P. SERRENTI U.S. ARMY RESERVE CENTER (USARC) LOCATED AT 1801 PINE STREET, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA 18510 AS MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF.

[Ordinance-2017 Conveying Title of Serrenti Army Reserve Center to City.pdf](#)

- 5.C FOR INTRODUCTION – AN ORDINANCE – AMENDING THE ADMINISTRATIVE CODE OF THE CITY OF SCRANTON CHAPTER 439 VEHICLES AND TRAFFIC, ARTICLE VI: RESIDENTIAL PARKING PERMIT PROGRAM, BY MAKING CHANGES AND ADDITIONS TO SECTIONS 439-68. PERMIT APPLICATION, SECTION 439-69. RESPONSIBILITY OF PERMIT HOLDER, SECTION 439-70. DUTIES OF THE ADMINISTRATOR, FEE, AND SECTION 439-71. VIOLATIONS AND PENALTIES, IN ORDER TO BRING THE CODE UP TO DATE.

[Ordinance-2017 Amending Administrative Code Residential Parking Permit Program.pdf](#)

- 5.D FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON, PENNSYLVANIA (“SCRANTON”) AND SMART CITY MEDIA, LLC OF 54 WEST 40TH ST., NEW YORK, NEW YORK 10018 (“SCM”) BY USING ITS PROPRIETARY SMART MEDIA PLATFORM TO DELIVER HELPFUL LOCATION-BASED INFORMATION.

[Resolution -2017 Agreement with Smart City Media, LLC.pdf](#)

- 5.E FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH REUTHER+BOWEN, PC TO PROVIDE ENGINEERING SERVICES

FOR THE CITY OF SCRANTON 2017 ROADWAY IMPROVEMENT PROJECT.

[Resolution-2017 Contract with Reuther+Bowen for 2017 Roadway Improvement Project.pdf](#)

## 6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 103, 2017 - AN ORDINANCE - AUTHORIZING ONE (1) R6-IL HORIZONTAL LEFT ONE-WAY SIGN AND ONE (1) R6-IR HORIZONTAL RIGHT ONE-WAY SIGN BE INSTALLED BACK TO BACK AT THE EASTERLY CORNER OF VINE STREET AND MONROE AVENUE AND THE EXISTING DO NOT ENTER SIGN AT THE WESTERLY CORNER OF MONROE AVENUE AND VINE STREET BE PLUMBED TO A VERTICAL POSITION.

[Ordinance-2017 Installation of One-Way Signs at Monroe and Vine.pdf](#)

## 7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 162, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH JIM WILLIAMS D/B/A JIM WILLIAMS SURPLUS FOR GRASS CUTTING AT THE TAYLOR LANDFILL FOR CALENDAR YEAR 2017 CONTRACT TO EXPIRE NOVEMBER 30, 2017 FOR A LUMP SUM BID OF \$8,949.00.

[Resolution-2017 Contract with Jim Williams Surplus grass cutting at Landfill.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 163, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH DUNBAR'S EVERGREEN LANDSCAPING, INC. FOR FLOOD PROJECT LEVEE CUTTING OF SOUTH SCRANTON, ALBRIGHT, PLOT AND GREEN RIDGE LEVEES FOR A TWO (2) YEAR SEASONAL PERIOD BEGINNING MAY 15, 2017 THROUGH OCTOBER 31, 2017 AND MAY 15, 2018 THROUGH OCTOBER 31, 2018 FOR A TOTAL BID PRICE OF \$29,000.00.

[Resolution-2017 Contract with Dunbar's Evergreen for Grass Cutting at Levees.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 164, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT BETWEEN THE CITY OF SCRANTON AND THE SCRANTON SCHOOL DISTRICT WITH JOSEPH M. ALU AND ASSOCIATES TO PERFORM THE SCRANTON SINGLE TAX OFFICE INDEPENDENT AUDIT FOR FISCAL YEARS ENDING DECEMBER 31, 2015 AND DECEMBER 31, 2016.

[Resolution-2017 Contract with Joseph M. Alu for STO Audits.pdf](#)

## 8. ADJOURNMENT

SINGLE TAX OFFICE  
CITY FUNDS DISTRIBUTED  
COMPARISON 2016 - 2017

	<u>YTD</u> <u>5/31/2017</u>		<u>YTD</u> <u>5/31/2016</u>		<u>Increase</u> <u>(Decrease)</u>	<u>Pct.</u>
Real Estate	\$23,927,234.74	\$	24,194,498.05	\$	(267,263.31)	-1.10%
Delinquent Real Estate	\$882,697.62	\$	849,688.69	\$	33,008.93	3.88%
LST/EMS	\$2,530,635.44	\$	2,363,336.16	\$	177,299.28	7.53%
Bus Priv/Merc	\$1,773,636.75	\$	1,977,889.14	\$	(204,252.39)	-10.33%
	\$ 29,114,204.55	\$	29,375,412.04	\$	(261,207.49)	

\*\* 2016 BP/Merc included a \$241,000 windfall amount from Quandel (U of S)

RECEIVED

MAY 31 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-1193 • FAX: 570-348-4171

RECEIVED

MAY 31 2017

# NOTICE

OFFICE OF CITY  
COUNCIL/CITY CLERK

**THE BOARD OF ZONING APPEALS OF THE CITY OF SCRANTON HEREBY GIVES NOTICE THAT IT WILL HOLD A MEETING AT CITY HALL, IN COUNCIL CHAMBERS ( 2<sup>nd</sup> Floor ) ON WEDNESDAY, JUNE 14, 2017 @ 6pm**

- 1) Mobilite LLC, 120 S. Riverside Plaza, Chicago. Applicant seeks a variance(s) to install one (1) Omni-Directional Antenna on existing utility/light poles for cellular uses @ the following locations, C-D Zones:
  - a) Pine St. & Quincy Ave.
  - b) Linden St. & Adams Ave.
  - c) Franklin St. & Lackawanna Ave.
- 2) Alan Cohen d/b/a Loco 3, LLC., 352-354 Maple St. Applicant seeks a variance to re-store this address back to a two (2) unit property. R-2 Zone.
- 3) Thomas Hoppel, 215 Arthur Ave. Applicant seeks a variance to re-store this address back to a two (2) unit property. R1-A Zone.

- 4) Joyce Outdoor Advertising, LLC. Applicant seeks to appeal the Zoning Office decision and a Zoning Board determination regarding off-premise signs and the replacement of older-painted signs with newer outdoor billboards. C-D Zone.
- 5) John Gianacopoulos, Rear 600 Block S. Main Ave., Powderly Court. Applicant seeks a variance to develop and build an Assisted Living & Retirement Community. Plans call for 64 beds, 45,000 sq. ft. single story building with common areas and a pool. Facility is planned as a Green building. R1-A Zone.
- 6) 925 S. Webster Ave., LLC. Applicant seeks a variance to re-store this address back to a two (2) unit property. R1- A Zone.
- 7) Martin Walsh, 934 Woodlawn St. Applicant seeks a variance to re-store this address back to a three (3) unit property. R1-A Zone.
- 8) Devin Robinson, 238 Colfax Ave. Applicant seeks a variance to re-store this address back to a four (4) unit property. R-2 Zone.
- 9) Juan Nacipucha, 702 Prospect Ave. Applicant seeks a variance to re-store the non-conforming use ( retail store) at this address. R1-A Zone.

ANYONE INTERESTED IN BECOMING A PARTY TO THE ABOVE LISTED CASES ARE DIRECTED TO CONTACT THE CITY ZONING OFFICER @ 570-348-4193, EXT 4512.

ALAN O'NEIL, CHAIRMAN, SCRANTON ZONING BOARD.

PUBLIC PARTICIPATION IS WELCOME.

Date: 6/14/2017 ---6pm ---2<sup>ND</sup> floor – city hall.



# TAX ASSESSOR'S REPORT

Hearing Date: 06/21/17

Time Name

Boro/Twp.

Pin Number

Attorney

Proposed/Current Assessed Value After Appeal Value

12:15 PM	BORICK TIMOTHY J & AMY M	BLAKELY	10413070008	JANE CARLONAS	42500	
12:20 PM	FRABLE RYAN & ISABEL	JESSUP	11510030027		26500	
12:30 PM	PASSANITI SHERRI & MICHAEL	OLYPHANT	1250209001124		8300	
12:45 PM	KROPA STEVEN & JENNIFER L	ARCHBALD	0940403000149		60000	
12:50 PM	WESLEY PATRICIA ANN	ARCHBALD	0940101001501	RICHARD FANUCCI	19000	
1:00 PM	SHIBLEY GEORGE J & MALINOWSKI	DICKSON CITY	1130101000604	CHRISTOPHER SZEWC	61000	
1:05 PM	TERZONI JAMES R	JESSUP	1151003000101		15000	
1:15 PM	TRACEMSKI SHERRY & CHESTER P	ARCHBALD	1040601000169		61300	
1:25 PM	MAPLE LEAF VILLAGES INC	OLD FORGE	17519010019		305000	
1:30 PM	JMG CONSTRUCTION INC	OLD FORGE	18412040004		23500	
1:40 PM	KRISIAK SCOTT & PATRICIA	ARCHBALD	1041501000223	MARK RUDALAVAGE	49300	
1:45 PM	TURLIP BRIAN P & JESSICA	ARCHBALD	0940403000151	MARK RUDALAVAGE	41000	
1:55 PM	SANTARELLI KENNETH C	BLAKELY	10302010017	MARK RUDALAVAGE	58000	
2:00 PM	WESLEY DUANE	SCRANTON	14614050004	MARK RUDALAVAGE	6500	
2:00 PM	KRENTSKY DANA	WAVERLY	0800401001007	MARK RUDALAVAGE	40000	
2:05 PM	GIUMENTO MARK A & JULIE A	SCRANTON	13514050050	MARK RUDALAVAGE	18000	
2:10 PM	SPILLAR CHARLES & CAROLINE	SCRANTON	13411010055		900	
2:10 PM	SPILLAR CHARLES & CAROLINE	SCRANTON	13411010056		8100	
2:15 PM	HURNEY EDWARD & RITA	SCRANTON	16807020018		27000	
2:25 PM	LESSO PAUL	SCRANTON	1450803001101		11000	
2:30 PM	INTOCIA M & G & EASTMAN & ARC	SCRANTON	14510070048	TERRENCE GALLAGHE	13000	
2:40 PM	DONOVAN MICHAEL & CYNTHIA	SCRANTON	1670702004301		2900	
2:45 PM	ARTHEUR WILLIAM & ERICA LYNN	SOUTH ABINGTON	08103040009		58000	
2:55 PM	SZYMCZYK DAVID & WENDY	THROOP	1241503000901		25800	
3:00 PM	ARCHER TIMOTHY & AMY	SCOTT TWP	0510101000601		24100	
3:10 PM	PATEL LALITA A	DUNMORE	14619010008		14000	
3:15 PM	MCNULTY JOHN & MARGARET	CLARKS SUMMIT	1000402000202		32000	
3:25 PM	LITTLE ACRES LEARNING ACADEMY	COVINGTON TWP	20504010013		34000	

TOTAL RECORDS 28

RECEIVED

JUN 01 2017

OFFICE OF CITY COUNCIL/CITY CLERK

Thursday, June 01, 2017

RECEIVED

JUN 05 2017

**LACKAWANNA COUNTY LAND BANK  
REGULAR MEETING MINUTES  
May 12, 2017**

OFFICE OF CITY  
COUNCIL/CITY CLERK

The regular meeting of the Lackawanna County Land Bank was held on May 12, 2017 in the Commissioners' Conference Room, 200 Adams Avenue. Sixth Floor, Scranton, Pennsylvania.

At 9:30 am Chairman O'Malley called the meeting to order and all joined in the Pledge of Allegiance.

**ROLL CALL**

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

Also present were Atty. Joseph Colbassani, Land Bank Legal Counsel, Ralph Pappas, Business Relations Manager, Department of Economic Development and Margaret Piccotti, Assistant to George Kelly.

**PUBLIC COMMENT ON AGENDA ITEMS ONLY**

There were no public comments on the agenda.

**MINUTES**

A motion was made by Mr. George Kelly and seconded by Ms. Marion Gatto to approve the minutes of the April 13, 2017 regular meeting as prepared and presented.

All in Favor

**PRESENTATION of VOUCHERS for EXAMINATION and APPROVAL**

A motion was made by Mr. Henry Deecke and seconded by Mr. Terrance McDonnell to approve the voucher expenditures of April 13, 2017 through May 12, 2017, as presented.

## **DISCUSSION ITEMS**

### **a) Scranton Advisory Committee Update**

Linda Aebli stated the Advisory Committee reviewed the properties to be sold and the Board was to vote on them today. The side lots on 718 Brook Street, 530 N. Everett Ave., 111 N. Fillmore Ave, 1021 Acker Ave., 347 N. Garfield Ave., 517 Electric Street, 211 N. Cameron Ave., 1205-1207 Capouse Ave., and 305 Soldiers Court recommended be sold to the adjacent property owners. The property at 1939 Myrtle will be sold upon review by the Advisory Committee – they would like to determine whether or not an alley is included in the property. The Advisory Committee recommended the deed for the lots at 920-22 and 924 Madison Ave be transferred to the United Neighborhood Center Development Corporation. The City of Scranton granted Home Funds of \$290,000 to UNC. UNC is developing affordable housing for seniors. Fairway Consumer Discount company submitted an application to donate 4 properties on Kirkland Avenue in North Scranton. The Advisory Committee recommended we do not accept these properties at this time. They do not think we should accept a donation unless there is a plan for the property. Commissioner O'Malley requested a timeline of when the last payment of taxes were made and when the next payment of taxes will made on these properties. Ralph and Ann Slack are setting up a meeting with John Foley, Mauri Kelly and Ron Koldjeski to determine when the back taxes were payed. Ralph also noted the price is to be determined on the Madison Avenue property to UNC but that all other side lots are conveyed for \$100.00.

### **b) Demolition Lien Update**

Linda Aebli announced that she received the determination from HUD on April 25, 2017. It was very positive. HUD indicated when the demolition occurred the national objective of the elimination of slim and blight was achieved. It is the City of Scranton/OECD's policy to place the liens on the property to protect the federal dollars. We control the lien. HUD does not require the repayment of these funds. In addition to the clearing of liens via the judicial sale, Linda will satisfy each one of the property liens when sold.

### **c) Land Bank Website**

George Kelly informed the Board the website is almost complete and should be completed by the next meeting.

**d) Property Disposition Update**

Attorney Colbassani is preparing the first set of deeds that have been approved. He is developing a template to put on his system for the side lots. The deeds should be ready in 2-4 weeks. George Kelly then explained the process. The properties are posted on the website and signage is placed. The potential buyer fills out an application for side lot properties and property acquisitions. The application is presented to the Advisory Committee for direction and recommendation. It then goes to the Board for approval and voted on. Ralph also mentioned he mailed 6 sales agreements and received 3 back. We have applications for 23.

**ACTION ITEMS**

Motion by Henry Deecke

Seconded by Linda Aebli

Resolution No. 17-010, Authorizing the Conveyance of Certain Land Bank Owned Property under the Land Bank Side Lot Program

All in favor

Motion by Henry Deecke

Seconded by Terrance McDonnell

Resolution No. 17-011, Authorizing the Conveyance of Certain Land Bank Owned Property under the Property Purchase Program.

All in favor

Motion by Henry Deecke

Seconded by Steve Pitoniak

Resolution No. 17-012, Approving Professional Services Contract for Audit Services

All in favor

## **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

Michelle Martinez addressed the board regarding 1619 Price Street. The property is dilapidated. It is owned by Land Bank. Linda Aebli will contact licensing to resolve the situation. George Kelly stated the Land Bank would work with the city to address the issue.

Jessica Boyle, City Solicitor, addressed her concerns regarding people buying properties that are already scheduled for demolition. She would like policy or procedure in place to address the issue. She also suggested there be an open line of communication between the city and Land Bank.

## **ADJOURNMENT**

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

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Marion Gatto, Secretary

Prepared by Margaret Piccotti

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

2017

AN ORDINANCE

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ACCEPT ON BEHALF OF THE CITY OF SCRANTON THIS QUITCLAIM DEED CONVEYING TITLE TO THE CITY OF SCRANTON, THE FORMER CSM SAMUEL P. SERRENTI U.S. ARMY RESERVE CENTER (USARC) LOCATED AT 1801 PINE STREET, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA 18510 AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

WHEREAS, this QUITCLAIM DEED, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "GRANTOR") acting by and through the Director of Real Estate, Headquarters, United States Army Corps of Engineers, pursuant to delegations of authority from the SECRETARY OF THE ARMY, pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, whose mailing address is U. S. Army Corps of Engineers, Baltimore District, ATTN: CENAB-REM-I, P.O. Box 1715, Baltimore, Maryland 21203-1715, and the CITY OF SCRANTON (hereinafter referred to as the "GRANTEE"), whose mailing address is 340 North Avenue, Scranton, Pennsylvania; and

WHEREAS, a review of the City of Scranton's application affirms a legitimate emergency management response use for this surplus property. The property will be utilized to house fire and law enforcement teams, serve as an emergency operations center, serve as a training site, and store emergency vehicles, under the terms and conditions of the Deed attached hereto as Exhibit "A"; and

WHEREAS, in consideration of the public benefit derived from the conveyance herein and for no monetary consideration, by execution of said Deed, Grantor, shall remise, release, and forever quitclaim unto the GRANTEE, its successors and assigns, subject to the reservations, covenants, conditions, and restrictions hereinafter set forth, all right, title, and interest of the GRANTOR in and to all that certain parcel of land situated, lying and being in the City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania, containing approximately 1.93 acres in fee, as more particularly described in Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof (hereinafter referred to as the "Property").

NOW, THEREFORE BE IT ORDANIED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to accept on behalf of the City of Scranton this Quitclaim Deed conveying title to the City of Scranton, the former CSM Samuel P. Serrenti U.S. Army Reserve Center (USARC) located at 1801 Pine Street, Scranton, Lackawanna County, Pennsylvania 18510 as more fully described in Exhibit "A" attached hereto and made a part hereof.

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

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

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

This deed was reviewed by  
----- Attorney  
U.S. Army Corps of Engineers  
Baltimore District  
P.O. Box 1715  
Baltimore, Maryland 21203

**QUITCLAIM DEED**  
**CSM SAMUEL P. SERRENTI MEMORIAL USARC**  
**LACKAWANNA COUNTY, SCRANTON, PENNSYLVANIA**

THIS QUITCLAIM DEED, by and between the **UNITED STATES OF AMERICA** (hereinafter referred to as the "GRANTOR") acting by and through the Director of Real Estate, Headquarters, United States Army Corps of Engineers, pursuant to delegations of authority from the SECRETARY OF THE ARMY, pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, whose mailing address is U. S. Army Corps of Engineers, Baltimore District, ATTN: CENAB-REM-I, P.O. Box 1715, Baltimore, Maryland 21203-1715, and the **CITY OF SCRANTON** (hereinafter referred to as the "GRANTEE"), whose mailing address is 340 North Avenue, Scranton, Pennsylvania.

**WITNESSETH THAT:**

**NOW THEREFORE**, the GRANTOR, in consideration of the public benefit derived from the conveyance herein and for no monetary consideration, does hereby remise, release, and forever quitclaim unto the GRANTEE, its successors and assigns, subject to the reservations, covenants, conditions, and restrictions hereinafter set forth, all right, title, and interest of the GRANTOR in and to all that certain parcel of land situated, lying and being in the City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania, containing approximately 1.93 acres in fee, as more particularly described in **Exhibit "A"** and shown on **Exhibit "B"**, attached hereto and made a part hereof (hereinafter referred to as the "Property").

**SUBJECT TO** all valid and existing restrictions, reservations, covenants, conditions, and easements including, but not limited to, rights-of-way for railroads, public highways, pipelines, and public utilities, if any, whether of public record or not.

**TO HAVE AND TO HOLD** the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances, rights, powers and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity, and subject to the notices, reservations, covenants, conditions and restrictions hereinafter set forth in this Deed.

**AND IT IS FURTHER AGREED AND UNDERSTOOD** by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, and as part of the consideration for the conveyance made herein, covenants and agrees for itself, its successors and assigns, forever,



that this Deed is made and accepted upon each of the following notices, reservations, covenants, conditions, and restrictions, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns in perpetuity by the GRANTOR and other interested parties as may be allowed by law; that the notices, reservations, covenants, conditions, and restrictions set forth herein are a binding servitude on the Property and shall be deemed to run with the land; and that the failure to include the notices, reservations, covenants, conditions, and restrictions in subsequent conveyances of the Property does not abrogate the status of the notices, reservations, covenants, conditions, and restrictions as binding upon the GRANTOR and the GRANTEE, its successors and assigns:

## **1. ACCESS RIGHTS**

A. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and its successors and assigns and shall run with the land.

B. In exercising such easement and right of access, the United States shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means, but without significant additional costs to the United States, to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

C. In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act. In addition, the GRANTEE,

its successors and assigns, shall not interfere with any response action or corrective action conducted by the United States on the Property.

## **2. "AS IS" CONDITION OF PROPERTY**

A. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The GRANTEE understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

C. Nothing in this "AS IS" provision will be construed to modify or negate the GRANTOR's obligation under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA) or any other statutory obligations.

## **3. HOLD HARMLESS**

A. To the extent authorized by law, the GRANTEE, its successors and assigns, covenant and agree to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the notices, use restrictions, and restrictive covenants in this Deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

B. The GRANTEE, its successors and assigns, covenant and agree that the GRANTOR shall not be responsible for any costs associated with modification or termination of the notices, use restrictions, and restrictive covenants in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the GRANTOR's obligation under CERCLA or any other statutory obligations.

#### **4. POST-TRANSFER DISCOVERY OF CONTAMINATION**

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, GRANTEE, its successors or assigns, shall be responsible for such release or newly discovered substance unless GRANTEE is able to demonstrate that such release or such newly discovered substance was due to GRANTOR's activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the discovered hazardous substance is due to GRANTOR's activities, use or ownership of the Property, GRANTEE will immediately secure the site and notify the GRANTOR of the existence of the hazardous substances, and GRANTEE will not further disturb such hazardous substances without the written permission of the GRANTOR.

B. GRANTEE, its successors and assigns, as consideration for the conveyance of the Property, agree to release GRANTOR from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the GRANTOR's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

#### **5. ENVIRONMENTAL PROTECTION PROVISIONS**

The Environmental Protection Provisions to ensure protection of human health and the environment are included as Exhibit "C", which is attached hereto and made a part hereof. The GRANTEE shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or of any interest, privilege, or license.

#### **6. ANTI-DEFICIENCY ACT**

The GRANTOR's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

#### **7. NON-DISCRIMINATION**

The GRANTEE covenants for itself, its successors and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said GRANTEE and such successors, and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion

to premises used primarily for religious purposes. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

## **8. USE RESTRICTIONS**

Grantee understands that the Property is being transferred pursuant to 40 U.S.C. §553 for emergency management response use and agrees that the Property will be used and maintained as an emergency management response facility in perpetuity, and that the property ceases to be used or maintained as an emergency management response facility, all or any portion of the Property shall, in its then existing condition at the option of the Grantor, revert to the Grantor.

## **9. NO WAIVER**

The failure of the GRANTOR to insist in any one or more instances upon complete performance of any obligation of the GRANTEE, its successors or assigns required by the covenants, conditions, and restrictions set forth in this Deed shall not be construed as a waiver or a relinquishment of the GRANTOR's right to future performance of any such obligation of the GRANTEE or its successors or assigns required by said covenants, conditions and restrictions, and such obligations of the GRANTEE, its successors and assigns shall continue in full force and effect.

THIS QUITCLAIM DEED is not subject to 10 U.S.C. § 2662.

### **EXHIBITS:**

- A – Legal Descriptions
- B – Plat Map
- C – Environmental Protection Provisions

IN WITNESS WHEREOF, the GRANTOR has caused this Quitclaim Deed to be duly executed in its name by the Director of Real Estate, Headquarters, United States Army Corps of Engineers, this \_\_\_\_ day of \_\_\_\_\_ 2017.

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
BRENDA M. JOHNSON-TURNER  
Director of Real Estate  
Headquarters, United States Army Corps of Engineers

NOTARIAL CERTIFICATE

DISTRICT OF COLUMBIA

I, \_\_\_\_\_ a Notary Public in and for the District of Columbia, do hereby certify that on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Brenda M. Johnson-Turner, Director of Real Estate, Headquarters, United States Army Corps of Engineers, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

## ACCEPTANCE BY GRANTEE

The GRANTEE hereby accepts this Deed for itself, its successors and assigns, subject to all of the covenants, conditions, restrictions, reservations and terms contained herein this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

## CITY OF SCRANTON

By: \_\_\_\_\_

WILLIAM L. COURTRIGHT  
Mayor

## NOTARIAL CERTIFICATE

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss  
COUNTY OF LACKAWANNA )

I, \_\_\_\_\_, a Notary Public in and for the Commonwealth of Pennsylvania, do hereby certify that on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

\_\_\_\_\_  
Notary Public  
Notary Registration No. \_\_\_\_\_

My commission expires \_\_\_\_\_.

Tract: A-100

Owner: United States of America

Acres: 1.93

Page 1 of 1 Pages

(a.k.a. CSM Samuel P. Serrenti Memorial USARC/OMS)

Military Reservation

Lackawanna County, Pennsylvania

4 May 2011 / slm

#### LEGAL DESCRIPTION

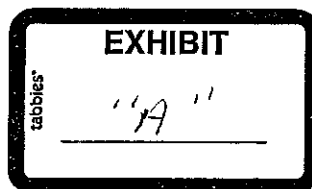
Tract: A-100 (excess land disposal)

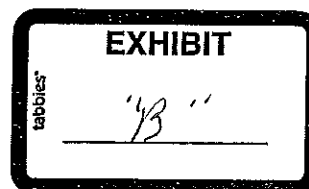
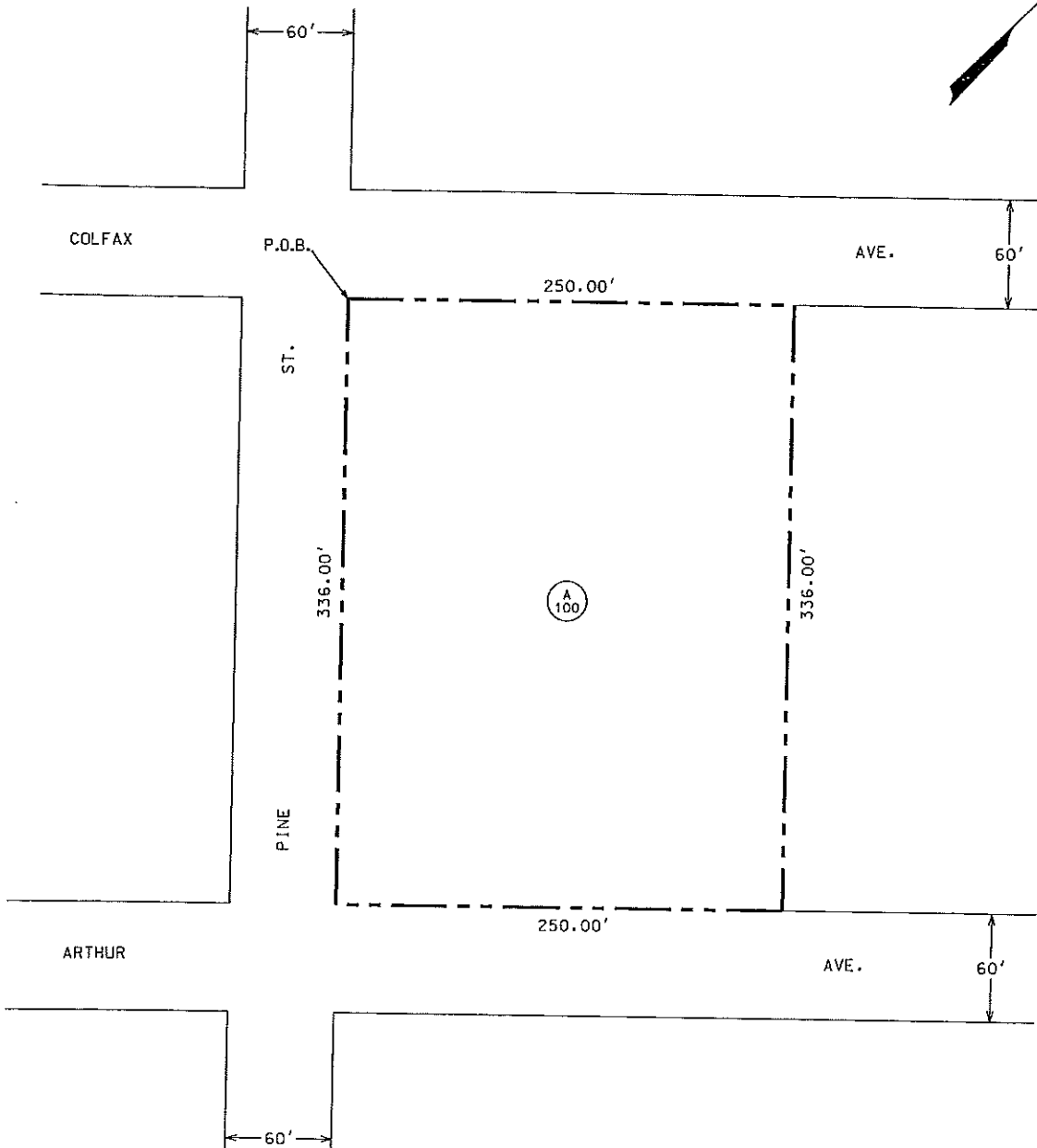
All that certain portion of land situate in the Commonwealth of Pennsylvania, Lackawanna County, in the City of Scranton, land known as Lots 1 to 6, inclusive, and Lots 19 to 24, inclusive, Block 44, 10<sup>th</sup> Ward, designated as a Tract A100, and more particularly bounded and described as follows:

Beginning at a point in the southeasterly line of Colfax Avenue (60' wide R.O.W.) where the same is intersected by the northeasterly line of Pine Street (60' wide R.O.W.); thence from said point of beginning northeasterly along the said southeasterly line of Colfax Avenue 250.00 feet to a point in said street; thence leaving said Colfax Avenue and proceeding southeasterly along a line parallel to the aforesaid Pine Street, a distance of 336.00 feet to a point of intersection with the northwesterly line of Arthur Avenue (60' wide R.O.W.); thence southwesterly along the said northwesterly line of Arthur Avenue 250.00 feet to a point of intersection with the aforesaid northeasterly line of Pine Street; thence northwesterly along the said northeasterly line of Pine Street 336.00 feet to the aforesaid southeasterly line of Colfax Avenue to the Point of Beginning containing 1.93 acres, more or less.

The bearings and distances used herein are based on deed description.

It is the intent of the foregoing description to include the same land formerly known as Tract No. 1 in Civil Case No. 3776, and filed 6 October 1950.





FEE ACRES: 1.93



## ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

### 1. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material "ACM" has been found on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos related diseases, including certain cancers that can result in disability or death.

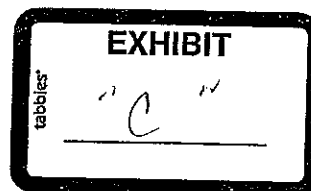
B. The following building(s) on the Property has (have) been determined to contain friable asbestos: Administration Building. The Grantee agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings to the Grantee, prior to remediation or abatement of asbestos hazards, in reliance upon the Grantee's express representation and covenant to perform the required asbestos abatement or remediation of these buildings.

C. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

D. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

### 2. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.



B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

### **3. PESTICIDE NOTICE AND COVENANT**

The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose. The Grantee covenants and agrees that if the Grantee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefor.



DEPARTMENT OF LAW

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

June 1, 2017

RECEIVED

JUN 01 2017

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 AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ACCEPT ON BEHALF OF THE CITY OF SCRANTON THIS QUITCLAIM DEED CONVEYING TITLE TO THE CITY OF SCRANTON, THE FORMER CSM SAMUEL P. SERRENTI U.S. ARMY RESERVE CENTER (USARC) LOCATED AT 1801 PINE STREET, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA 18510 AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Respectfully,

Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

AN ORDINANCE

**AMENDING THE ADMINISTRATIVE CODE OF THE CITY OF SCRANTON CHAPTER 439 VEHICLES AND TRAFFIC, ARTICLE VI: RESIDENTIAL PARKING PERMIT PROGRAM, BY MAKING CHANGES AND ADDITIONS TO SECTIONS 439-68. PERMIT APPLICATION, SECTION 439-69. RESPONSIBILITY OF PERMIT HOLDER, SECTION 439-70. DUTIES OF THE ADMINISTRATOR, FEE, AND SECTION 439-71. VIOLATIONS AND PENALTIES, IN ORDER TO BRING THE CODE UP TO DATE.**

WHEREAS, File of the Council No. 114, 1992 established a residential parking permit pilot program for certain eligible residential areas; providing for certain powers and duties for the administration of said program; and providing penalties for violations of the said Ordinance; and

WHEREAS, Chapter 439 Vehicles and Traffic, Article VI Residential Permit Parking Program has been updated from time to time.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Chapter 439 Article VI Residential Parking Permit Program Sections be amended to read as follows:

Chapter 439 Vehicles and Traffic

Article VI Residential Parking Permit Program

§ 439-68 Permit application.

A.

The application for a permit shall contain the name of the owner or operator of the motor vehicle, residents' or proprietors' address, the motor vehicles' make, model, license plate number, number of the applicants' operator permit, phone number and email address (where applicable). All residential parking permits must be obtained from the Scranton Police Department at 100 S. Washington Avenue Scranton, Pa. 18503 Monday through Friday (excluding holidays) between 8:00 am and 4:00 pm.

B.

The motor vehicle's registration, operator's license may, at the discretion of the Administrator, be required to be presented at the time of making said application in order to verify the contents thereof. The permit shall be valid January 01 through December 31 of each respective calendar year. Regular residential parking permits shall only be displayed on the driver's side rear window.

D. TYPES OF PERMITS

Guest Permits

Guest permits provide temporary parking for individuals visiting the permit holder's address.

**Note: There are 3 types of Guest Permits (Temporary Special Permits, Residential Guest Permit, & Contractor Permits). A guest permit may not be used by the registered owner or any**

car owned or using, nor may it be used by anyone living at the registered address or by anyone in another permit area at another residence

#### **Temporary Special Permits**

Temporary Special Permits are issued to permit holders to accommodate temporary parking needs such as a planned gathering, holiday visitors, special events, or other special situations. There is no fee for temporary permits, but requests should be made with reasonable advance notice. Guest permits are only valid for a maximum of forty-eight (48) hours and can be obtained a maximum of four (4) times per year unless a specific special circumstance exists. This temporary permit shall be displayed clearly behind the driver's side front windshield of the vehicle.

#### **Residential Guest Permit**

Residential guest permit usage is restricted up to a 1-week period at a time and within 1 block (per vehicle) of the registered address.

A guest permit must be hung from the rear-view mirror facing out at all times while vehicle is parked in a permit area. Only one residential guest permit can be issued to each residence per calendar year.

Guest permits are limited to one per year per residence and are valid from January 01 through December 31 of each respective calendar year. This permit shall cost \$5 per year. Fines may not be withdrawn due to "improper use" or display of guest permits.

#### **Contractor Permits**

Contractors Permits can be issued to a contractor doing business with a resident living in a permit parking area for a period not to exceed 30 days and can be re-issued for a maximum of three (3) times for the same residence per calendar year. No more than three contractor parking permits will be issued for a single property at any one time. Contractors parking vehicles on any metered street within a parking permit area should, in addition to the contractor parking permit, secure meter hoods from the city's parking meter vendor.

A Contractor Parking Permit is a cardboard placard that is displayed clearly behind the driver's side front windshield of the vehicle, used for short term projects in residential permit parking areas within the city of Scranton. Short term projects are defined as, parking 30 days or less at the same location. The fee for a thirty (30) day contractor parking permit is \$5.00 per thirty (30) day cycle and the permit is only authorized for the residential block in which the contractor applied for and is currently performing work on. Lost or stolen permits will be re-issued at original cost.

#### **E. Replacing Permits Due To New Vehicle Information: (This only applies to Active permits)**

Note: You must return your old permit along with the new car registration. Temporary registrations are acceptable (pink slip)

- If you scrape off the permit and return it to the Scranton Police Department your replacement permit will be free.
- If you do not scrape off your permit, and your license plate number is the same, there is a \$5.00 replacement fee.
- If you do not scrape off your permit and your license plate number is different you need a notarized letter stating that you did not scrape off your permit and there is a \$5.00 replacement fee.

Note: In all instances you must present your new car registration.

Any "improper use" including counterfeiting, duplicating, or altering of any type of residential parking permit could result in fines, revocation of all permits including residential, and the registered owner being charged under the appropriate criminal statutes.

**§ 439-69 Responsibility of permit holder.**

**A.**

Notwithstanding any provisions of this article to the contrary, the holder of a residential parking permit shall be permitted to stand or park a motor vehicle operated by him in any designated parking area during such times as the parking of the motor vehicle therein is permitted. While a vehicle for which a residential parking permit has been issued is still parked, said permit shall be displayed so as to be clearly visible on the driver's side rear window of the vehicle. A residential parking permit shall not guarantee or reserve to the holder a parking space within a designated residential permit parking area.

**§ 439-70 Duties of the Administrator; fee.**

**B.**

The Administrator is authorized to establish an annual residential permit parking fee of \$5 per registered vehicle, a temporary residential guest permit parking fee of \$5 for one vehicle and contractor permits for \$5, to cover the administrative costs of permits issued pursuant to this article. Each household will be allowed to obtain three (3) regular residential parking permits and one temporary residential guests parking permit. To obtain these permits the requestor must provide 2 current proofs of residence and vehicle registration information. Any permit obtained is only valid for the permit parking area granted near the requestors residence and cannot be used in any other residential permit parking areas of the city.

**§ 439-71 Violations and penalties.**

**B.**

Any duly authorized employee of the City under the direction of the Mayor, shall notify such person of the unlawful parking charge by placing a written notice or ticket under the windshield wiper or in some conspicuous place on such vehicle, indicating the time of the violation, the amount of the unlawful parking charge and that such charge shall be paid to the City and the place where such charge shall be made and the manner of payment. The unlawful parking charge shall be paid in person at Scranton Police Headquarters, via mail, or online no later than three days after the date of the violation, and the notice of ticket placed on the vehicle at the time of the violation shall advise the owner or operator of such vehicle that, unless the unlawful parking charge is paid within the time limits herein specified, the fine payable under conviction of such unlawful parking and failure to pay such charges will be \$5, and costs, and, in default of payment thereof, imprisonment of not more than 10 days.

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

**SECTION 2.** This Ordinance shall take effect 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 LAW

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

June 1, 2017

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

RECEIVED

JUN 01 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A N ORDINANCE AMENDING THE ADMINISTRATIVE CODE OF THE CITY OF SCRANTON CHAPTER 439 VEHICLES AND TRAFFIC, ARTICLE VI: RESIDENTIAL PARKING PERMIT PROGRAM, BY MAKING CHANGES AND ADDITIONS TO SECTIONS 439-68. PERMIT APPLICATION, SECTION 439-69. RESPONSIBILITY OF PERMIT HOLDER, SECTION 439-70. DUTIES OF THE ADMINISTRATOR, FEE, AND SECTION 439-71. VIOLATIONS AND PENALTIES, IN ORDER TO BRING THE CODE UP TO DATE.

Respectfully,

*Jessica L. Boyles (1)*  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl



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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON, PENNSYLVANIA ("SCRANTON") AND SMART CITY MEDIA, LLC OF 54 WEST 40<sup>TH</sup> ST., NEW YORK, NEW YORK 10018 ("SCM") BY USING ITS PROPRIETARY SMART MEDIA PLATFORM TO DELIVER HELPFUL LOCATION-BASED INFORMATION.**

WHEREAS, SCM's mission is to help make cities smarter, safer and better connected by using its proprietary smart media platform to deliver helpful location-based information through a public-facing network powered by accessible Wi-Fi, curated interactive Smart Signs, mobile beacons and an easy to use mobile application. This platform is a union between the strategic resources in Scranton and the citizens, who act both as inputs and real users, and drivers of the platform; and

WHEREAS, in order to enhance quality of life throughout Scranton, and provide the funds necessary to erect the smart media platform at no cost to Scranton, SCM shall install and maintain "Smart" digital screens affixed to light posts and in standalone kiosks in Scranton through an agreement permitting advertisements to be displayed on the information kiosks, thereby funding a cost-free smart media platform (including free public Wi-Fi) and also generating revenue for Scranton; and

WHEREAS, the parties acknowledge that SCM's contributions will add value to Scranton and wish to commemorate their mutual understanding relative to the terms and conditions on which SCM will contribute and be compensated for its services to the collaboration agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Mayor and other appropriate City officials are hereby authorized to execute and enter into the attached Agreement by and between the City of Scranton, Pennsylvania ("Scranton") and Smart City Media, LLC ("SCM") by using its proprietary smart media platform to deliver helpful location-based information through a public facing network powered by accessible Wi-Fi curated interactive smart signs, mobile beacons and an easy to use mobile application.

**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.

## AGREEMENT

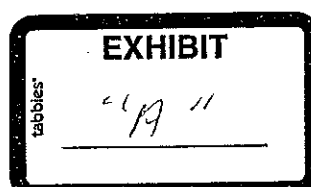
THIS AGREEMENT (the **"Agreement"**) is entered into as of the date of the final execution below (the **"Effective Date"**) by and between the City of Scranton, Pennsylvania (**"Scranton"**), and Smart City Media (**"SCM"**), LLC of 54 West 40th St., New York, New York 10018 (**"SCM"**).

## WHEREAS

- (i) SCM's mission is to help make cities smarter, safer and better connected by using its proprietary smart media platform to deliver helpful location-based information through a public-facing network powered by accessible Wi-Fi, curated "Smart" Signs, mobile beacons and an easy to use mobile application. This platform is a union between the strategic resources in Scranton and the citizens, who act both as inputs and real users and drivers of the platform
- (ii) In order to enhance quality of life throughout Scranton, and provide the funds necessary to erect the smart media platform at no cost to Scranton, SCM shall install and maintain "Smart" digital screens affixed to light posts and in standalone kiosks in Scranton through an agreement permitting advertisements to be displayed on the information kiosks, thereby funding a cost-free smart media platform (including free public Wi-Fi) and also generating revenue for Scranton.
- (iii) The parties acknowledge that SCM's contributions will add value to Scranton and wish to commemorate their mutual understanding relative to the terms and conditions on which SCM will contribute to and be compensated for its services to the collaboration agreement.

NOW, THEREFORE, FOR GOOD AND ADEQUATE CONSIDERATION, the receipt of which is hereby acknowledged, Scranton and SCM agree as follows:

- 1) SCM will provide, through its CityPost brand, a digital smart media channel that broadcasts focused content about Scranton and the surrounding area to:
  - CityPost "Smart" digital screens enclosed in public-facing enclosures
  - CityPost's mobile app
  - SCM Wi-Fi Hotspots
  - SCM small cell nodes



2) The City of Scranton has decided to sell space for advertising on SCM's wifi kiosks for the sole purpose of generating revenue. It is the declared intent of the City of Scranton to maintain advertising on the wifi kiosks as a nonpublic forum and not to allow said kiosks or other equipment to become a public forum for the dissemination, debate, or discussion of public issues or issues that are political or religious in nature.

Content containing any of the following characteristics is not permitted:

- a. Obscene or indecent, profanity, violence, including advertising that contains any profane language or portrays images or descriptions of graphic violence, or intentional infliction of pain or violent action towards or upon a person or animal;
- b. Discriminatory;
- c. Religious;
- d. Political advertising promoting or opposing a political party; the election of any candidate or group of candidates for federal, state, or local government offices; and initiatives, referendums and other ballot measures; and
- e. Advertising that depicts or promotes the following products, services, or other materials will not be permitted:
  - i. Tobacco products;
  - ii. Adult entertainment or establishments including but not limited to adult book or video stores, adult internet sites, adult telephone services, and adult escort services;
  - iii. False or misleading material that the advertiser knows or should know is false, fraudulent, misleading, deceptive, or would constitute a tort of defamation or invasion of privacy;
  - iv. Illegal activity including any advertising that promotes any activity or product that is illegal under federal, state, or local law or any advertising that contains material that is an infringement of copyright, trademark, or is otherwise unlawful or illegal.

The City of Scranton shall reserve the right to review all requests for advertisement on the kiosks and to reject any advertisement not in conformity with the policy outlined herein above.

3) SCM will also develop partnerships and build ecosystems to provide the systems required to launch, manage and monetize a successful smart media channel. SCM will also augment citizen

engagement by deploying mobile beacons throughout key strategic broadcasts Scranton identifies as locations (with tenant approvals, where necessary) and will analyze data and provide Scranton with periodic reports of relevant information and advertising sales, and use its best efforts to expand the broadcast of Scranton's footprint after the sites are launched in phase I (see below) to increase public engagement and monetization.

4) SCM's responsibilities with respect to hardware required for its services are as follows:

- To finance the acquisition of hardware.
- To facilitate involvement of, or serve as, the funding party, which will retain title to all hardware and locations utilized in creating and maintaining the digital smart media channel. Should the State or County require a kiosk to be moved from the right of way location for construction or some unforeseeable circumstance for a temporary period (4 weeks or less), Scranton will inform SCM and SCM will have the kiosk removed, stored temporarily and reinstalled. However, if the need to modify and/or change location(s) will be deemed to be longer than 4 weeks or even permanent, Scranton and SCM will collaborate to find a replacement location that is comparable in terms of pedestrian traffic.
- To manage third party development and delivery of hardware.
- To deploy hardware that is community-specific and approved by Public Design and may be customized down to the neighborhood level, with designs for Scranton's deployment, based on location.
- To install and deploy 30 kiosk units in select locations in Scranton. If desired, SCM will work with Scranton in planning and implementing future deployment phases and to help to define expansion opportunities within Scranton.
- To provide public Wi-Fi at all kiosk locations, and use of the network (including non-kiosk beacons) to facilitate public Wi-Fi that will be accessible by all.
- To support IoT ("Internet of Things") sensor deployments to assist and supplement any Scranton Smart City initiatives.
- To provide CityPost to Scranton as a platform it may use for integration with other Smart City and IoT solutions.
- To allow, where appropriate, placement of small cell technology on SCM hardware, and to follow any guidelines appropriate for management of that program.
- To insure all hardware units.
- To support and manage local third party maintenance company to clean and repair kiosks on a regular basis.
- To replace any screen that has been damaged and is no longer operational.
- To deploy mobile beacons in key strategic locations with broadcasts that meet Scranton's approval.

5) SCM's responsibilities with respect to the development and maintenance of Smart Media (software and content) are as follows:

- To develop and manage all content on the kiosk screen, and manage a local media / content / creative design operation for this purpose (kiosks shall be interactive, and include unique content, and not just advertising).
- To develop and manage the CityPost mobile app.
- To co-own all data collected from Smart Screens and mobile with Scranton, and to provide all data collected from screens back to the Scranton at no cost, and on a regular basis.
- To work with media sales teams to sell advertising inventory to corporate sponsors as well as local businesses and service providers.
- To maintain all software (SCM will own all software that has been specifically developed and designed for its broadcasts in Scranton).
- To provide two-way public safety communications (e.g., 911 access, amber alerts), tools for small business, ADA-approved accessibility, and interactive multilingual content for tourists and residents in over a dozen languages.

6) Scranton's responsibilities with respect to installation and maintenance of a digital smart media channel that broadcasts Scranton-focused content are as follows:

- To commit to a minimum 5-year term, with SCM's option to renew for a 5-year term.
- To identify all "Smart" Screen placement locations.
- To help facilitate power and fiber connectivity where available.
- To provide input and support in acquiring network corporate sponsorships.
- To provide access to any data it deems to be "open data".
- To provide any needed access to additional digital information Scranton deems of value that may not initially be considered "open data."
- To provide public communication support for the on-going network.
- To appoint a primary contact person for the CityPost program.
- To help in coordinating efforts with other related groups (to be defined by Scranton).
- To support overall city expansion plans.

7) SCM will provide Scranton or related entities designated by Scranton with 25% of the net advertising revenue derived from the operation of the network throughout the term of this Agreement and any agreement hereafter executed to document the parties understandings. For purposes of this provision, the term "net advertising revenue" shall be arrived at after deducting all capital and operating costs, including hardware manufacturing/installing/maintenance, software development and maintenance, media content development and maintenance, hardware insurance, and sales commissions going to parties that sell advertising.

## Waiver of Liability and Hold Harmless Agreement

1. In consideration for receiving permission to affix digital screens to light posts and/or utilize City owned property to install standalone kiosks (hereinafter referred to as "media platforms") for use by Smart City Media, LLC, (hereinafter referred to as "Releasors") throughout the City of Scranton for the term set forth by this Agreement, Releasors hereby release, waive, discharge and covenant not to sue City of Scranton, their officers, servants, agents and employees (hereinafter referred to collectively as "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by Releasors, or to any property belonging to Releasor, or any other third party, whether caused by the negligence of the Releasees, or otherwise, while utilizing the media platforms.
2. Releasors are fully aware of risks and hazards connected with third parties utilizing the media platforms, and Releasors are fully aware that there may be risks and hazards unknown to Releasors connected with utilizing the media platforms, and Releasors hereby elect to voluntarily participate and to engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to the media platforms. Releasors voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by Releasors, or any third party, or any loss or damage to property owned by Releasors, or any third party as a result of the aforementioned activities, whether caused by the negligence of Releasees or otherwise.
3. I further hereby agree to indemnify and save and hold harmless the Releasees and each of them, from any loss, liability, damage or costs they may incur due to my participation in the aforementioned activities, whether caused by the negligence of any or all of the Releasees, or otherwise.
4. It is Releasees' express intent that this Release shall bind Releasors their heirs, assigns and personal representative, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named Releasees.
5. Releasors shall be solely responsible and liable for any loss or damage that occurs to the media platforms and anyone who utilizes the media platforms or comes into contact with the media platforms in any way.
6. Releasors shall be solely responsible for providing adequate security for the media platforms.

In signing this release, Releasors acknowledge and represent that:

- A. They have read the foregoing release, understand it, and sign it voluntarily as their own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. Releasors' representative is at least eighteen (18) years of age and fully competent; and
- D. Releasors execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signatures as follows:

City of Scranton, Pennsylvania

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Smart City Media, LLC

By: \_\_\_\_\_

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

Title: \_\_\_\_\_



CITY OF SCRANTON

ATTEST:

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

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

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

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

BY: \_\_\_\_\_  
Roseann Novembrino, City Controller

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

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Jessica L. Boyles, Esq., City Solicitor

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



DEPARTMENT OF LAW

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

June 1, 2017

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

RECEIVED  
JUN 01 2017

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 AN AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON, PENNSYLVANIA ("SCRANTON") AND SMART CITY MEDIA, LLC OF 54 WEST 40<sup>TH</sup> ST., NEW YORK, NEW YORK 10018 ("SCM") BY USING ITS PROPRIETARY SMART MEDIA PLATFORM TO DELIVER HELPFUL LOCATION-BASED INFORMATION.

Respectfully,

*Jessica L. Boyles (S)*  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH REUTHER+ BOWEN, PC TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2017 ROADWAY IMPROVEMENT PROJECT.**

WHEREAS, a request for Proposals was advertised for the City of Scranton Engineering Services 2017 Roadway Improvement Project four (4) 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 Reuther + Bowen PC for the reasons provided in the attached Memorandum 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 Reuther + Bowen PC for the City of Scranton Engineering Services 2017 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 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 \_\_\_\_\_ 2017 effective through  
December 31, 2017 by and between the City of Scranton, 340 North Washington Avenue,  
Scranton, PA 18503, hereinafter called "Scranton" and

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

hereinafter called "Contractor".

## WITNESSETH:

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

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

## ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of  
providing engineering services for the City of Scranton 2017 roadway improvement project. The  
Contractor hereby covenants, contracts and agrees to furnish Scranton with:

### ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2017 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 Reuther+Bowen PC dated May 20, 2017 attached  
hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal  
and Specifications are hereby made part of this Agreement as fully and with the same effect as if  
set forth at length herein.

## ARTICLE II - GENERAL

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

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

### ARTICLE III - FEES

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

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

### ARTICLE IV - INDEMNIFICATION

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

### ARTICLE V - INSURANCE

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

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

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

- (a) Name of insurance company, policy number, and expiration data;
- (b) The coverage required and the limits on each, including the amount of

deductibles or self-insured retentions (which shall be for the account of the Contractor);

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

#### ARTICLE VI: TERMINATION OF CONTRACT

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

#### ARTICLE VII: DEFAULT

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

#### ARTICLE VIII: JURISDICTION

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

#### ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

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

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

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

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

COUNTERSIGNED:

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

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

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

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

APPROVED AS TO FORM:

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

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

REUTHER+BOWEN PC

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

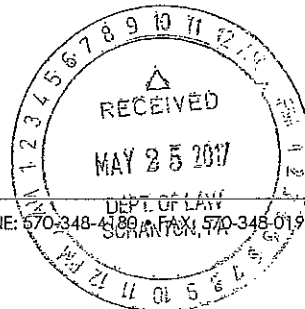
TITLE: \_\_\_\_\_

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



DEPARTMENT OF PUBLIC WORKS

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4189 • FAX: 570-348-0197



Date: May 24, 2017

Subject: City of Scranton  
Engineering Services 2017 Roadway Improvement Project

To: Jessica Boyles, Esquire  
City Solicitor

From: Dennis Gallagher *DG*  
Director Department of Public Works

The subject proposal was bid and a bid opening was held on Monday, May 22, 2017. The lowest bid was Reuther+Bowen. My recommendation is to award Reuther+Bowen the bid.

Please prepare the necessary contracts.

Thank you for your cooperation in this matter.

Cc: Mayor William Courtright  
Mrs. Roseann Novembrino, City Controller  
Ms. Julie Reed, Purchasing Clerk

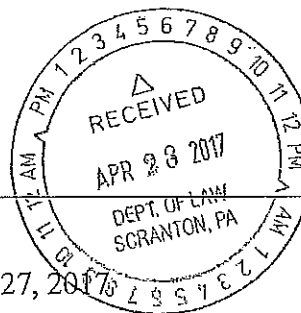


Department of Business Administration

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



SCRANTON



April 27, 2017

David Bulzoni  
Business Administrator  
Municipal Building  
Scranton Pa, 18503

Dear Mr. Bulzoni,

This is to inform you that proposals will be opened in Council Chambers on Monday, May 22, 2017 at 10:00 A.M. for the following:

**City of Scranton Engineering Services  
2017 Roadway Improvement Project**

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

Thank you for your cooperation in this matter.

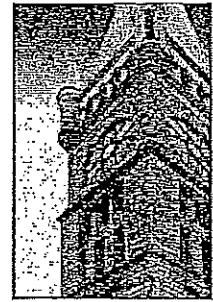
Sincerely,

Julie Reed  
Purchasing Clerk

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

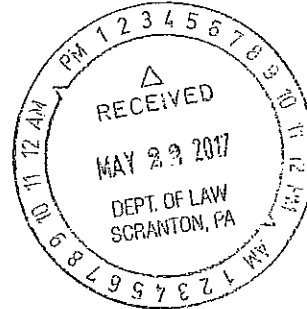
Department of Business Administration

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



SCRANTON

May 22, 2017



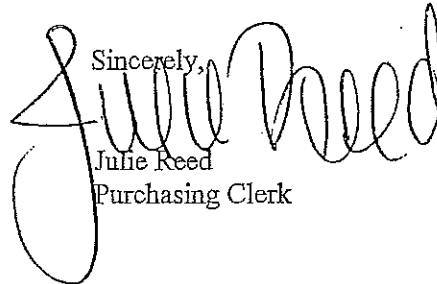
Mr. Dennis Gallagher, Director  
Department of Public Works  
101 W. Poplar Street  
Scranton, Penna. 18508

Dear Mr. Gallagher:

This is to inform you that bids were opened on Monday, May 22, 2017 in Council Chambers for the City of Scranton Engineering Services 2017 Roadway Improvement Project. Attached please find copies of the bids submitted by the following companies:

Peter's Design Group  
reuther+bowen  
Labella Associates  
Reilly Associates

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

Attachments

Cc: Mrs. Roseann Novembrino, City Controller  
Mrs. Lori Reed, City Clerk  
Ms. Jessica Boyles, City Solicitor  
File

## REQUEST FOR PROPOSAL

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. May 22, 2017, at which time such proposals will be opened in the City Council Chambers for the following:

### CITY OF SCRANTON ENGINEERING SERVICES - 2017 ROADWAY IMPROVEMENT PROJECT

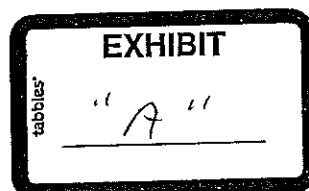
Proposals shall be made upon the official proposal form attached to the specifications which may be obtained at the City Purchasing Department, 340 North Washington Avenue, Scranton, PA 18503 and which may be had by bona fide bidders. Copies can be requested by contacting the City of Scranton Purchasing Clerk, at [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov).

Sealed envelopes containing the proposals will be received and identified by "City of Scranton Engineering Services". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require Six (6) copies of this proposal. If you have any questions, please call David M. Bulzoni, Business Administrator, at (570) 388-4214, or Dennis Gallagher, Department of Public Works Director, at (570) 348-4108.

David M. Bulzoni

Business Administrator

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



## INVITATION FOR REQUEST FOR PROPOSAL

### CITY OF SCRANTON

#### I. TYPES OF SERVICES REQUIRED

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

#### *2017 Roadway Improvement Project*

The Project consists of an approximate \$1,400,000 Roadway Improvement Project incorporating the resurfacing of approximately 6 to 7 miles of roadway. The Project will be funded by a loan from the City of Scranton 2017 Operating Budget.

#### 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:**

Roseann Novembrino  
City Controller  
City of Scranton  
340 North Washington Avenue  
2<sup>nd</sup> Floor  
Scranton, PA 18504

The proposals shall be received no later than 10:00 A.M. prevailing time on May 22, 2017.

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  
 \_\_\_ (Secretarial/Clerical)  
 \_\_\_ Architects  
 \_\_\_ Civil Engineers  
 \_\_\_ Construction Inspectors  
 \_\_\_ Draftsmen

\_\_\_ Electrical Engineers  
 \_\_\_ Estimators  
 \_\_\_ Landscape Architects  
 \_\_\_ Mechanical Engineers  
 \_\_\_ Planners: Urban/Regional

\_\_\_ Soils Engineers  
 \_\_\_ Specification Writers  
 \_\_\_ Structural Engineers  
 \_\_\_ Surveyors

\_\_\_ Total Personnel

FIRM NAME:

PROJECT NUMBER:

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	6. Outside key consultants/associates anticipated for this project:
7. Brief Resume' of KEY Persons, Specialists, and Individual Consultants anticipated for this Project:	
a. Name and Title:	a. Name and Title:
b. Project Assignment:	b. Project Assignment:
c. Name of firm with which associated:	c. Name of firm with which associated:
d. Years experience: With this firm _____ With other firms _____	d. Years experience: With this firm _____ With other firms _____
e. Education: Degree(s)/Year/Specialization	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year first registered/Discipline	f. Active Registration: Year first registered/Discipline
g. Other experience and qualifications relevant to the proposed project:	g. Other experience and qualifications relevant to the proposed project:

## PROJECT NUMBER:

## (a) FIRM NAME:

h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):

h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):

8. Work by firm which best illustrates current qualifications relevant to this project, in terms of overall business experience and capabilities, and producing satisfactory results in a scheduled time frame. (Add additional information on back page, if necessary). (List no more than four (4) projects.)

a. Project Name & Location	b. Nature of Firm's Responsibility:	c. Owner's Name & Address	d. Estimated Completion Time Actual Completion Time	e. Entire Project Cost:	Estimated Cost Cost of Work for which firm was/is responsible:	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, 2017. THE SCHEDULE IS TO BID THE PROJECT IN THE SECOND QUARTER OF 2017 AND COMPLETE ALL CONSTRUCTION BY OR BEFORE DECEMBER 31, 2017.

## NON-COLLUSION AFFIDAVIT

I \_\_\_\_\_, the  
(NAME) (TITLE)

OF \_\_\_\_\_, certify and make this affidavit  
(VENDOR, COMPANY, AGENCY)

on behalf of my company agency, or brokerage and its owners, directors, and officers that I am the person responsible for the pricing quoted in this proposal for the City of Scranton to which this affidavit forms a part.

I, by my signature on this form, certify that:

1. That the pricing reflected in this proposal have been arrived at independently and without outside influence, communications, or collusion from any other bidder, potential bidder, or disqualified bidder.
2. That the pricing contained in this proposal has not been disclosed to or discussed with any other bidder, potential bidder, or disqualified bidder.
3. That no influence, extortion, or collusion has been used to restrain or prevent any person, firm, company, or organization from participating in or responding to this request for proposal by the City of Scranton.
4. That this proposal is being made free and clear of any collusive activity or inducement to submit this as a non-competitive proposal for the purpose of complementary bidding to make another proposal appear to be lowest.

I understand that by signing this form I acknowledge that the above representations are material to, form a part of, and will be relied upon in the awarding of a contract by the City of Scranton for which this proposal is being submitted. I further understand fraudulent concealment of the true facts pertinent to the submission of this affidavit shall subject such vendor, company, or agency to penalties of law and permanent banning of bidding, subcontracting or providing any and all current and future materials, equipment, services or projects required by the City of Scranton.

## VERIFICATION

I, \_\_\_\_\_, hereby state that the facts contained in the within the foregoing Non-Collusion Affidavit are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa. C. S. A. Section 4904 relating to unsworn falsification to authorities.

All responses must be received by 10:00 A.M. Eastern Time May 22, 2017. Questions should be submitted to either [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov) or [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov). Subject line of questions and/or responses should read: "City of Scranton Engineering Services".

THIS PROPOSAL MUST BE RECEIVED IN THE  
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN  
10:00 a.m.  
May 22, 2017

TO THE ATTENTION OF:

Roseann Novembrino  
City Controller  
City of Scranton  
340 North Washington Avenue  
2<sup>nd</sup> Floor  
Scranton, PA 18504

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

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

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

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

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

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

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

## AFFIRMATIVE ACTION CERTIFICATION

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

Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures. Bidder shall comply with all state and federal laws prohibiting

discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

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

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

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date \_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_

## CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE \_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_

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.

NONCOLLUSION AFFIDAVIT  
SIGNATURE PAGE

SIGNED \_\_\_\_\_

\_\_\_\_\_  
TITLE

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
Title

MY COMMISSION EXPIRES \_\_\_\_\_



May 20, 2017

Ms. Roseann Novembrino, City Controller  
City of Scranton  
340 North Washington Avenue, 2nd floor  
Scranton, PA 18504

RE: Response to RFP for Engineering Services for 2017 Roadway Improvement Project

Dear Ms. Novembrino,

Reuther+Bowen, PC is pleased to respond to the City of Scranton Engineering Services for 2017 Roadway Improvement Project. We trust that a review of the enclosed materials will demonstrate that we are highly motivated and qualified for this assignment.

As you review the enclosed documents, we would like to emphasize several items:

- R+B's in-house team is exceptionally qualified to perform the engineering services defined in the RFP.
- We have a broad background in developing and implementing all phases of roadway construction projects. Being the municipal engineers for four (4) municipalities as well as providing services to private developers, we have designed and constructed miles of new roadways in addition to rehabilitating numerous municipal and county roadways within Lackawanna County and the surrounding area. With our office located in the Borough of Dunmore, we can provide an immediate response to on-site questions or clarifications before, during, and at the conclusion of the project. Reuther+Bowen fully understands the entire process from inception through project completion and final closeout. We have a complete understanding of the contract and welcome the opportunity to assist the City of Scranton with the timely completion of this project.
- Finally, our team will be led by David Lopatka. Mr. Lopatka has 26+ years' experience with civil site design and has executed numerous projects for municipalities and townships throughout his career. He understands the needs and requirements of the City of Scranton.

Thank you for considering Reuther+Bowen, PC. If you have any questions, comments, or would like to schedule an interview to discuss our qualifications further, please contact me directly at 570-496-7020 x421.

Respectfully submitted,



David Lopatka  
Director of Civil Engineering



Response to RFP for Engineering Services  
City of Scranton Engineering Services  
2017 Roadway Improvement Project

Headquarters  
326 Ward Street | Scranton, PA 18512  
voice 570.496.7020

Satellite Offices  
8 West Broad Street, Suite 918 | Hazleton, PA  
112 West 34th Street, 18th Floor | New York, NY 10135

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Section 1  
Method of Approach

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1

**reuther+bowen**  
Engineering, Design, Construction Services

## METHOD OF APPROACH

The responsibility of the Reuther+Bowen team for this project is to provide roadway design and re-surfacing solutions that will satisfy the detailed objectives provided in the Request for Proposals while supplying timely, cost-effective engineering solutions that meet the City of Scranton's schedule and budget. Reuther+Bowen will negotiate a fixed fee with the City of Scranton for all services to be provided by the firm for this project.

Upon project award and issuance of the Notice to Proceed, Reuther+Bowen will abide by a detailed schedule to expedite delivery of bidding documents starting with an initial kickoff meeting with City personnel to gain a complete understanding of the project scope. We will then prepare a schedule including all required elements needed to accurately evaluate, photograph and measure each roadway within the project scope. Certain roadways will be mapped and detailed using straight line diagrams while other roads will require a more detailed survey to prepare desired base mapping. Depending upon the conditions of each roadway we will recommend different methods of reconstruction best suited to insure the roads once completed meet or exceed City roadway standards. Some of the methods of approach will include the more traditional type of construction by saw cutting, base replacement and wearing course overlay while we will also explore some newer more environmental friendly methods such as Cold In-place Asphalt Recycling and FDR (Full Depth Reclamation). Upon the selection of the method of reconstruction, Reuther+Bowen will prepare design drawings and associated notes and details. Some of the roadways may require approvals and/or permitting from county or state agencies (Lackawanna County Conservation District, PA Department of Environmental Protection, PennDOT, etc.). Reuther+Bowen has very good relationships with each of the agencies and will setup meetings to assist in expediting the approval process.

In conjunction with design plans and details being completed, we will assist in the preparation of bidding documents including Front end Specifications, Technical Specification, Cost Estimates, Bid Forms and other required documents conforming to the format requirements of the City of Scranton. We will attend pre-bid meetings and answer requests for information in a timely manner to insure all contractor are bidding on the same information. Reuther+Bowen will assist in the review of bids and make recommendations for award of contracts.

During the construction phase, a responsive attitude and a regular presence on-site is of paramount importance to the successful installation and re-construction process, in addition to the health, safety and welfare of adjacent property owners. For this reason, construction administration efforts are led by a qualified inspector, who is responsible for the performance of the Reuther+Bowen team and serves as a focal point for both client and team communications. Moreover, we give the utmost attention to the prompt processing of shop drawings, RFI's and other required contractor submittals to ensure a seamless transfer of information and communication throughout the construction process.

Section 2  
Professional Advice Questionnaire

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2

**reuther+bowen**  
Engineering, Design, Construction Services

## PROFESSIONAL ADVICE QUESTIONNAIRE

## ARCHITECT/ENGINEER

Purpose: The purpose of this form is to provide information regarding the qualifications of interested firms in providing a specific professional service.

1. Project Name/Location for which firm is filing:  City of Scranton Engineering Services 2017 Roadway Improvement Project	2a. Public Advertisement Announcement Date, if any:	2b. Identification Number, if any:						
3. Firm Name & Address:  Reuther+Bowen, PC 326 Ward Street Dunmore, PA 18512-2424	3a. Name, Title & Telephone Number of Principal to Contact:  Marc Bowen, PE / Managing Principal ph: 570-496-7020 x407							
3b. Address of office to perform work, if different from Item #3:								
4. Personnel by Discipline: <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">           2 Administrative            (Secretarial/Clerical)            Architects            2 Civil Engineers            Construction Inspectors            12 Draftsmen         </td> <td style="width: 33%;">           Electrical Engineers            Estimators            Landscape Architects            Mechanical Engineers            Planners: Urban/Regional         </td> <td style="width: 33%;">           Soils Engineers            Specification Writers            6 Structural Engineers            Surveyors         </td> </tr> <tr> <td colspan="2"></td> <td style="text-align: right;">22 Total Personnel</td> </tr> </table>			2 Administrative (Secretarial/Clerical) Architects 2 Civil Engineers Construction Inspectors 12 Draftsmen	Electrical Engineers Estimators Landscape Architects Mechanical Engineers Planners: Urban/Regional	Soils Engineers Specification Writers 6 Structural Engineers Surveyors			22 Total Personnel
2 Administrative (Secretarial/Clerical) Architects 2 Civil Engineers Construction Inspectors 12 Draftsmen	Electrical Engineers Estimators Landscape Architects Mechanical Engineers Planners: Urban/Regional	Soils Engineers Specification Writers 6 Structural Engineers Surveyors						
		22 Total Personnel						

FIRM NAME: Reuther+Bowen, PC

PROJECT NUMBER: 2017 Roadway Improvement Project

5. Does your firm qualify under one of the following:  A. Female Owned Business Firm    No B. Labor Surplus Area Business Firm    No C. Minority Owned Business Firm    No D. Section 3 Business Firm    No E. Small Business Firm    Yes	6. Outside key consultants/associates anticipated for this project:  N/A
7. Brief Resume' of KEY Persons, Specialists, and Individual Consultants anticipated for this Project:	
a. Name and Title:  Marc Bowen, PE / Managing Principal	a. Name and Title:  David Lopatka / Director of Civil Engineering
b. Project Assignment:  Principal In Charge	b. Project Assignment:  Project Manager
c. Name of firm with which associated:  Reuther+Bowen, PC	c. Name of firm with which associated:  Reuther+Bowen, PC
d. Years experience: With this firm <u>4</u> With other firms <u>16.5</u>	d. Years experience: With this firm <u>1</u> With other firms <u>24</u>
e. Education: Degree(s)/Year/Specialization  Bachelor of Architectural Engineering, Structural Emphasis 1994	e. Education: Degree(s)/Year/Specialization  Bachelor of Science, Wilkes University, 1990
f. Active Registration: Year first registered/Discipline  Professional Engineer: PA, NY, NJ, MA, NC, PR, OH, VA, AL 1999	f. Active Registration: Year first registered/Discipline
g. Other experience and qualifications relevant to the proposed project:	g. Other experience and qualifications relevant to the proposed project: As municipal engineer for a number of municipalities, we have completed numerous successful roadway rehabilitation/resurfacing projects within the last 3 years.



(a) FIRM NAME: Reuther+Bowen, PC

PROJECT NUMBER: 2017 Roadway Improvement Project

<p>h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):</p> <p>Marc will adhere to all time schedules, budgets and milestones set by the City of Scranton. Review and Seal final documents.</p>	<p>h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):</p> <p>Dave will oversee day to day progress of the project to insure timely completion of design, permitting, bidding and final project closeout.</p>					
<p>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.)</p>						
a. Project Name & Location	b. Nature of Firm's Responsibility:	c. Owner's Name & Address	d. Estimated Completion Time	e. Entire Project Cost:	Estimated Cost which firm was/is responsible:	f. Actual Fee Charged
1. City of Scranton 2015 Paving Project	Responsible for 12 to 15 miles of roadway resurfacing.	City of Scranton 340 North Washington Avenue Scranton, PA 18503	Fall 2016 / Oct. 2016	\$2.9 million	\$2.9 million	\$110,100
2. Old Forge Borough 2016 Paving Project	Responsible for 5 miles of roadway resurfacing and other borough projects.	Old Forge Borough 310 South Main Street Old Forge, PA 18518	Fall 2016 / Nov. 2016	\$910,000	\$910,000	\$32,000
3. Dunmore Borough 2013 Paving Project	Responsible for 2.5 miles of roadway resurfacing and other borough projects.	Dunmore Borough 400 S. Blakely Street Dunmore, PA 18512	Fall 2013 / Fall 2013	\$300,000	\$300,000	\$6,000.00
4. Laurel Street Paving Improvement Project Dunmore, PA	Performed complete layout and design, upfront and technical specifications.	Dunmore Borough 400 S. Blakely Street Dunmore, PA 18512	Summer 2017 / TBD	\$260,000	\$260,000	\$7,800.00

FIRM NAME: Reuther+Bowen, PC

PROJECT NUMBER: 2017 Roadway Improvement Project

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

As a civil / structural engineering firm who provides land development services and as the current municipal engineer for four communities, Reuther+Bowen is routinely involved with large land development projects including: roadways, parking lots, highway bridges, retaining walls, dams and waterways. We are also experienced in securing the required permits when working on such projects including: erosion and sedimentation control permits, DEP-NPDES permits, local municipal land development approvals, PennDOT HOP's, as well as permits or approvals required by other municipal, county and state agencies.

Our experience in civil engineering covers a wide range of project specializations including: land development design and permitting for commercial, institutional and residential buildings, highways and industrial parks, corporate center site planning, municipal engineering, stormwater management, flood protection, subdivisions and outdoor recreational facilities. We have been involved in the design and construction of well over 50 miles of new roadways in addition to the rehabilitation and resurfacing of many municipal and county roadways utilizing numerous funding sources such as Office of Economic and Community Development funding, RCAP and other funding sources.

Since Reuther+Bowen is routinely involved with the design and permitting of small and large roadway projects, we have the experience to take this project from start to finish, with integration of site data from the initial collection of survey information through base mapping, design, development of construction documents, preparation of technical specifications, cost estimates and bidding documents. We have the capabilities to conduct site specific evaluations of existing pavement and make recommendations related to the best process to utilize to insure a successful project. R+B will also evaluate existing roadway drainage and potential issues causing the premature deterioration of pavement.

Our extensive knowledge of zoning, utility issues and environmental regulations contribute to a comprehensive offering of services that will take into consideration the special needs of this project.

10. The foregoing is a statement of facts.

Date: May 20, 2017

Signature:



David Lopatka / Director of Civil Engineering

Typed Name and Title

Section 3  
Additional Qualifications

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3

**reuther+brown**  
Engineering, Design, Construction Services

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 \$ 35,500.00 FOR ALL SERVICES REQUIRED UNDER THIS PROJECT, UNLESS THE SCOPE OF WORK IS INCREASED BY THE CITY OF SCRANTON.

2. GENERAL TERMS & CONDITIONS:

TO BE ATTACHED TO ACKNOWLEDGED IN THE CONTRACT THAT THEY ARE A PART THEREOF.

3. SCHEDULE OF WHEN SERVICES WILL BE COMPLETED: TIME FOR PERFORMANCE:

THE ARCHITECT/ENGINEER WARRANTS AND ASSURES THE CITY OF SCRANTON THAT ALL WORK REQUIRED HEREIN WILL BE COMPLETED NO LATER THAN DECEMBER 31, 2017. THE SCHEDULE IS TO BID THE PROJECT IN THE SECOND QUARTER OF 2017 AND COMPLETE ALL CONSTRUCTION BY OR BEFORE DECEMBER 31, 2017.

## Tentative 2017 City Paving List

### "EAST MOUNTAIN"

1. Leslie Drive
2. Watres Drive
3. Rhonda Drive
4. Pen-Y-Bryn Drive
5. Debbie Drive
6. Laurel Drive
7. Karen Drive
8. 900 Blucher – Beech to East Elm Street
9. Wintermantle Avenue – East Mountain Road to Beech

### "GREEN RIDGE & DOWNTOWN"

10. 1500, 1600, 1700, 1800, & 1900 Blocks of North Washington Avenue
11. Columbia Street – Capouse to North Washington
12. Dix Court – Linden to Mulberry
13. Forest Court – Spruce to Linden
14. Olive Street – Capouse to Bridge
15. North 7<sup>th</sup> – Linden to Lackawanna Avenue and Intersection at  
Lackawanna & North 7<sup>th</sup> Ave. All Intersection

### "WEST SIDE & KEYSER VALLEY"

16. 4<sup>th</sup> Street – Broadway to Luzerne
17. 5<sup>th</sup> Street – Broadway to Luzerne
18. Price Street – Newton Road to Keyser Avenue
19. Frink Street – Keyser Avenue to Turnpike
20. Briggs Street – Keyser Avenue to North Horatio

21. Swetland Street – Keyser Avenue to North Horatio
22. North Horatio – Jackson Street to Swetland
23. Jackson Street – Keyser Avenue to South Dewey

“NORTH SCRANTON”

24. Court Street – Providence Road to Albright Avenue

# NON-COLLUSION AFFIDAVIT

I David Lopatka, Director of Civil Engineering, the

(NAME)

(TITLE)

OF Reuther+Bowen, PC, certify and make this affidavit

(VENDOR, COMPANY, AGENCY)

on behalf of my company agency, or brokerage and its owners, directors, and officers that I am the person responsible for the pricing quoted in this proposal for the City of Scranton to which this affidavit forms a part.

I, by my signature on this form, certify that:

1. That the pricing reflected in this proposal have been arrived at independently and without outside influence, communications, or collusion from any other bidder, potential bidder, or disqualified bidder.
2. That the pricing contained in this proposal has not been disclosed to or discussed with any other bidder, potential bidder, or disqualified bidder.
3. That no influence, extortion, or collusion has been used to restrain or prevent any person, firm, company, or organization from participating in or responding to this request for proposal by the City of Scranton.
4. That this proposal is being made free and clear of any collusive activity or inducement to submit this as a non-competitive proposal for the purpose of complementary bidding to make another proposal appear to be lowest.

I understand that by signing this form I acknowledge that the above representations are material to, form a part of, and will be relied upon in the awarding of a contract by the City of Scranton for which this proposal is being submitted. I further understand fraudulent concealment of the true facts pertinent to the submission of this affidavit shall subject such vendor, company, or agency to penalties of law and permanent banning of bidding, subcontracting or providing any and all current and future materials, equipment, services or projects required by the City of Scranton.

## VERIFICATION

I, David Lopatka, hereby state that the facts contained in the within the foregoing Non-Collusion Affidavit are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa. C. S. A. Section 4904 relating to unsworn falsification to authorities.

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Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures. Bidder shall comply with all state and federal laws promoting



discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

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

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

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date May 20, 2017

Reuther+Bowen, PC  
(Name of Bidder)

By David Lopatka *David Lopatka*

Title Director of Civil Engineering


## CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE May 20, 2017

Reuther+Bowen, PC  
(Name of Bidder)

By David Lopatka   
Title Director of Civil Engineering



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/17/2017

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

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

PRODUCER Kincel & Company, Ltd. 1100 Dunham Drive P O Box 280 Dunmore, Pennsylvania 18512	Phone: (570)961-8731 Fax: (570)961-0520	CONTACT NAME: Jennifer Hlavaty PHONE (A/C, No, Ext): (570)961-8731 E-MAIL: jennifer_hlavaty@kincel.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company Of South Carolina INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (570)961-0520 NAIC #: 19259
---	--	---	---

## COVERAGES

CERTIFICATE NUMBER: 2944

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:			S22436559	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S22436559	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S22436559	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC90366439	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
2017 Roadway Improvement Project

## CERTIFICATE HOLDER

Holder's Nature of Interest : Certificate Holder

City of Scranton

340 North Washington Avenue  
Scranton, PA 18503

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Jennifer Hlavaty*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2017

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

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

<b>PRODUCER</b> Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		<b>CONTACT NAME:</b> Kevin Esler <b>PHONE (A/C, No, Ext):</b> (201) 262-1200 <b>FAX (A/C, No):</b> (201) 262-7810 <b>E-MAIL ADDRESS:</b> certs@fenner-esler.com	
<b>INSURED</b> Reuther+Bowen, P.C. 326 Ward Street Dunmore PA 18512-2424		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Casualty & Surety Co. of <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: Master 17-18

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	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					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ OTHER: \$
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY		105583317	3/18/2017	3/18/2018	PER CLAIM LIMIT \$5,000,000 AGGREGATE LIMIT \$5,000,000

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

RE: Engineering Services - 2017 Roadway Improvement Project

**CERTIFICATE HOLDER****CANCELLATION**

City of Scranton  
Attn: Roseann Novembrino  
City Controller  
340 North Washington Ave.  
2nd Floor  
Scranton, PA 18504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kevin Esler/JEAN

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ACORD 25 (2014/01)

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INS025 (201401)

## NOTICE OF SMALL BUSINESS SELF-CERTIFICATION



The Department is pleased to announce that

**REUTHER & BOWEN PC DBA REUTHER**

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, with the following designation:

**BUSINESS TYPE(s): Design**

**CERTIFICATION NUMBER: 375885-2014-02-SB**

**CERTIFICATION TYPE: Small Business**

<b>ISSUE DATE:</b>	<b>02/20/2014</b>	<b>EXPIRATION DATE:</b>	<b>02/20/2018</b>
<b>RECERTIFIED DATE:</b>	<b>2/20/2017</b>		

A handwritten signature in black ink, appearing to read "Curtis M. Topper".

Curtis M. Topper, Secretary  
Department of General Services  
Commonwealth of Pennsylvania





DEPARTMENT OF LAW

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

June 1, 2017

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


RECEIVED  
JUN 01 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND  
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A  
CONTRACT WITH REUTHER+ BOWEN, PC TO PROVIDE ENGINEERING  
SERVICES FOR THE CITY OF SCRANTON 2017 ROADWAY IMPROVEMENT  
PROJECT.

Respectfully,

  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl



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

2017

AN ORDINANCE

**AUTHORIZING ONE (1) R6-IL HORIZONTAL LEFT ONE-WAY SIGN AND ONE (1) R6-IR HORIZONTAL RIGHT ONE-WAY SIGN BE INSTALLED BACK TO BACK AT THE EASTERLY CORNER OF VINE STREET AND MONROE AVENUE AND THE EXISTING DO NOT ENTER SIGN AT THE WESTERLY CORNER OF MONROE AVENUE AND VINE STREET BE PLUMBED TO A VERTICAL POSITION.**

WHEREAS, On May 5, 2017 City Clerk, Lori Reed sent a request to John Pocius, City Engineer of LaBella Associates addressing the concerns of a city resident with cars traveling in the wrong direction in the 500 Block of Monroe Avenue in the proximity of the area near the Scranton Hebrew Day School at 530 Monroe Avenue; and

WHEREAS, on May 18, 2017 LaBella Associates performed a site reconnaissance to determine the adequacy of the existing signage for the One-Way 500 south bound on the 500 Block of Monroe Avenue. The following is their observance of the current conditions on Monroe Avenue/Vine Street intersection:

Monroe Avenue – One-Way (Southbound)

- Existing R5-1 Do Not Enter Sign in place at the westerly side of Monroe Avenue

WHEREAS, therefore, based on the information currently available and also upon their professional engineering experience and knowledge, it is LaBella Associates opinion with a reasonable degree of Engineering Judgment, that the following recommendations be implemented: 1. One (1) R6-IL Horizontal Left One-Way Sign and One (1) R6-IR Horizontal Right One-Way Sign be installed back to back at the easterly corner of Vine Street and Monroe Avenue and 2. The existing Do Not Enter Sign at the Westerly corner of Monroe Avenue and Vine Street be plumbed to a vertical position. See Memorandum to Lori Reed, City Clerk from John J. Pocius, City Engineer dated May 19, 2017 attached hereto as Exhibit "A" and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that One (1) R6-IL Horizontal Left One-Way Sign and One (1) R6-IR Horizontal Right One-Way Sign be installed back to back at the easterly corner of Vine Street and Monroe Avenue and the existing Do Not Enter Sign at the Westerly corner of Monroe Avenue and Vine Street be plumbed to a vertical position.



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

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

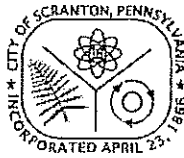
**SECTION 3.** This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

# Council of the City of Scranton

340 No. Washington Avenue • Scranton, Pennsylvania 18503 • Telephone (570) 348-4113 • Fax (570) 348-4207

Lori Reed  
City Clerk

Amil Minora, Esq.  
Counsel



Joseph Wechsler, President  
Pat Rogan, Vice President  
William Gaughan  
Wayne Evans  
Timothy Perry

May 5, 2017

Mr. John J. Pocius, P.E., P.L.S.  
City Engineer  
LaBella Associates  
1000 Dunham Drive, Suite B  
Dunmore, PA 18512

Dear Mr. Pocius:

At the City Council meeting held May 4, 2017, City resident Samuel Ganz appeared before the Council to express his concern with cars traveling in the wrong direction in the 500 block of Monroe Avenue. Mr. Ganz is most concerned with the proximity of this area to the Scranton Hebrew Day School at 530 Monroe Avenue. He also stated that when he picks up his children from school, he witnesses cars going in the wrong direction on a daily basis.

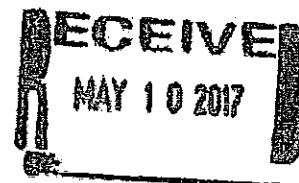
Can you please assess this situation to ensure that there is sufficient One-Way signage to deter motorists from traveling the wrong way on this block?

Please advise of your findings and recommendations. If you have any questions, please feel free to contact me at 570-348-4113. Thank you.

Sincerely,

Lori Reed  
City Clerk

cc: David Osborne, P.E.  
Dennis Gallagher, DPW Director  
Chief Carl R. Graziano, Scranton Police Department  
Scranton City Council






**BUREAU OF ENGINEERING**

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4180 • FAX: 570-348-0197

**MEMORANDUM-VIA EMAIL**

**TO:** Lori Reed, City Clerk  
Council of the City of Scranton  
340 North Washington Avenue  
Scranton, Pennsylvania 18503

**FROM:**  John J. Pocius, P.E., P.L.S., City Engineer  
LaBella Associates

**DATE:** May 19, 2017

**RE:** *500 Block Monroe Avenue  
One-Way Signage*

As requested in your letter dated May 5, 2017, we performed a site reconnaissance on Thursday May 18, 2017 to determine the adequacy of the existing signage for the One-Way 500<sup>th</sup> south bound on the 500 Block Monroe Avenue. The following is our observations of the current conditions on the Monroe Avenue/Vine Street intersection:

**Monroe Avenue- One-Way (Southbound)**

- Existing R5-1 Do Not Enter Sign in place at the westerly side of Monroe Avenue.

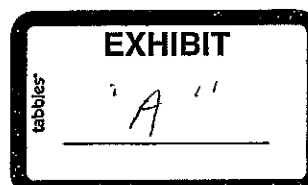
Therefore, based on the information currently available to us, and also upon our professional engineering experience and knowledge, it is our opinion with a reasonable degree of Engineering Judgment, the following recommendations be implemented:

1. One (1) R6-1L Horizontal Left One-Way Sign and One (1) R6-1R Horizontal Right One-Way Sign be installed back to back at the easterly corner of Vine Street and Monroe Avenue.
2. The existing Do Not Enter Sign at the westerly corner of Monroe Avenue and Vine Street be plumbed to a vertical position.

If there are any questions on this matter, do not hesitate to contact our office at (570) 342-3101.

JJP/lmz  
Z 11-04-30:SCRANTON CITY ENGINEER; Reed memo- one-way signage 5-19-17  
Enclosures  
C

Jessica Boyles, Esquire, City Solicitor  
Dennis Gallagher, Director, Department of Public Works  
Carl Graziono, Chief, Scranton Police Department  
QA/QC C. File



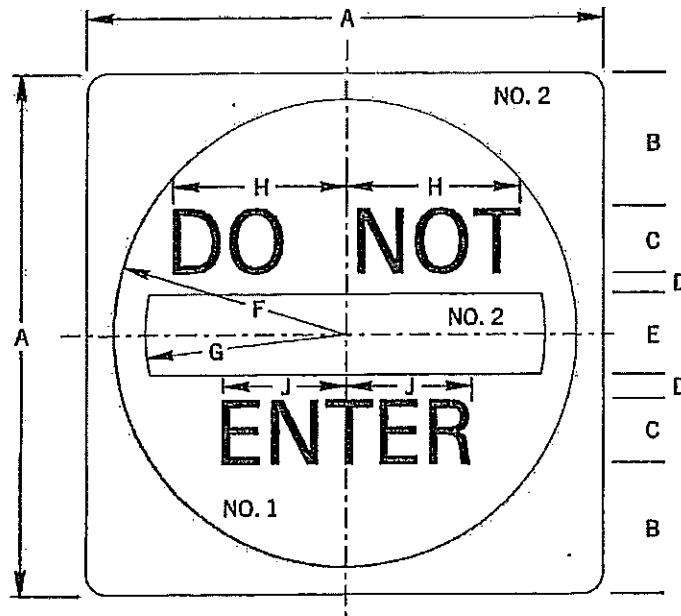
# R5-1

## DO NOT ENTER SIGN

(a) Justification. The Do Not Enter Sign (R5-1) shall be authorized for use to prohibit traffic from entering a restricted road section.

(b) Placement. The R5-1 sign should normally be mounted on the right-hand side of the roadway, facing traffic entering the roadway or ramp in the wrong direction. However, a second sign on the left-hand side of the roadway may be justified, particularly where traffic may be approaching in a turn.

(c) Size. The standard size of the R5-1 sign shall be 30" x 30" for single lane conventional highways, 36" x 36" for multi-lane conventional highways and expressways, and 48" x 48" for freeways.



DIMENSIONS - IN									
SIGN SIZE A x A	B	C	D	E	F	G	H	J	BLANK STD.
30" x 30"	6.6	4D	1.9	5	14.6	12.4	9.9	7.9	B3-30
36" x 36"	7.6	5D	2.4	6	17.6	15	12.4	9.8	B3-36
48" x 48"	11	6D	3	8	23.6	20	14.9	11.8	B3-48

COLOR:

NO. 1:

LEGEND:

WHITE (REFLECTORIZED)

BACKGROUND:

RED (REFLECTORIZED)

NO. 2:

BACKGROUND:

WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : *Sen C Rowe* Date : 02-29-12  
Chief, Traffic Engineering and Permits Section  
Bureau of Maintenance and Operations

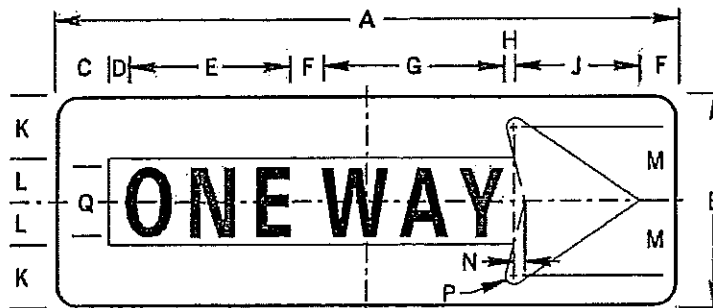
# R6-1R

## HORIZONTAL RIGHT ONE-WAY SIGN

(a) Justification. The Horizontal Right One-Way Sign (R6-1R) shall be authorized for use to indicate a street, roadway, or alley upon which vehicular traffic is permitted to travel in only one direction. Where the central island of a roundabout allows for installation of signs, the R6-1R sign may be used instead of or in addition to Roundabout Directional Arrow (R6-4 series) signs to direct traffic counter-clockwise around the central island.

(b) Placement. At unsignalized intersections, the R6-1R sign shall be placed on the near right-hand and the far side of the intersection so as to face traffic entering or crossing the one-way street. At signalized intersections, the R6-1R sign shall be placed either near the appropriate signal faces, on poles holding the traffic signals, on mast arm or span wire holding the signals, or at the locations specified for unsignalized intersections. Where used on the central island of a roundabout, the mounting height of a R6-1R sign should be at least 4 feet, measured vertically from the bottom of the sign to the elevation of the near edge of the traveled way.

(c) Size. The standard size of the R6-1R sign for single lane conventional highways shall be 36" x 12". The standard size for multi-lane conventional highways and expressways shall be 54" x 18". See General Notes for additional guidance.



DIMENSIONS - IN															
SIGN SIZE A x B	C	D	E	F	G	H	J	K	L	M	N	P	Q	BOR- DER	BLANK STD.
36" x 12"	3	1.2	9.1*	2.2	10.6*	0.5	7.2	3.4	2.6	4.2	0.6	0.7	4D	0.4	B5-3612
54" x 18"	5	3	12.3	4	13.5	2.2	10	5.2	3.8	5.8	0.8	1	5D	0.8	—

\* REDUCE SPACING 35%

### COLOR:

ARROW AND BORDER:  
WHITE (REFLECTORIZED)

BACKGROUND AND LEGEND:  
BLACK (NON-REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : John C. Rowe Date : 02-29-12  
Chief, Traffic Engineering and Permits Section  
Bureau of Maintenance and Operations

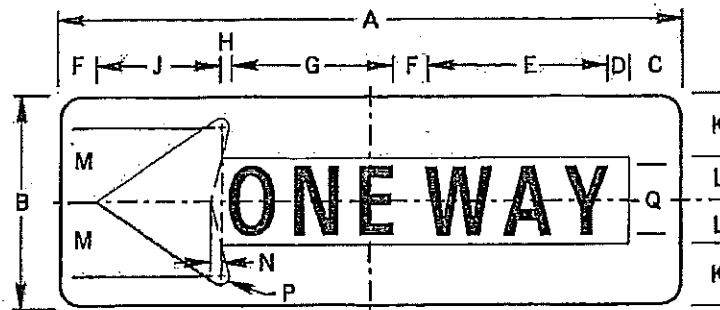
# R6-1L

## HORIZONTAL LEFT ONE-WAY SIGN

(a) Justification. The Horizontal Left One-Way Sign (R6-1L) shall be authorized for use to indicate a street, roadway, or alley upon which vehicular traffic is permitted to travel in only one direction.

(b) Placement. At unsignalized intersections, the R6-1L sign shall be placed on the near right-hand and the far side of the intersection so as to face traffic entering or crossing the one-way street. At signalized intersections, the R6-1L sign shall be placed either near the appropriate signal faces, on poles holding the traffic signals, on mast arm or span wire holding the signals, or at the locations specified for unsignalized intersections.

(c) Size. The standard size of the R6-1L sign for single lane conventional highways shall be 36" x 12". The standard size for multi-lane conventional highways and expressways shall be 54" x 18". See General Notes for additional guidance.



DIMENSIONS - IN															
SIGN SIZE A x B	C	D	E	F	G	H	J	K	L	M	N	P	Q	BOR- DER	BLANK STD.
36" x 12"	3	1.2	10.6*	2.2	9.1*	0.5	7.2	3.4	2.6	4.2	0.6	0.7	4D	0.4	B5-3612
54" x 18"	5	3	13.5	4	12.3	2.2	10	5.2	3.8	5.8	0.8	1	5D	0.8	—

\* REDUCE SPACING 35%

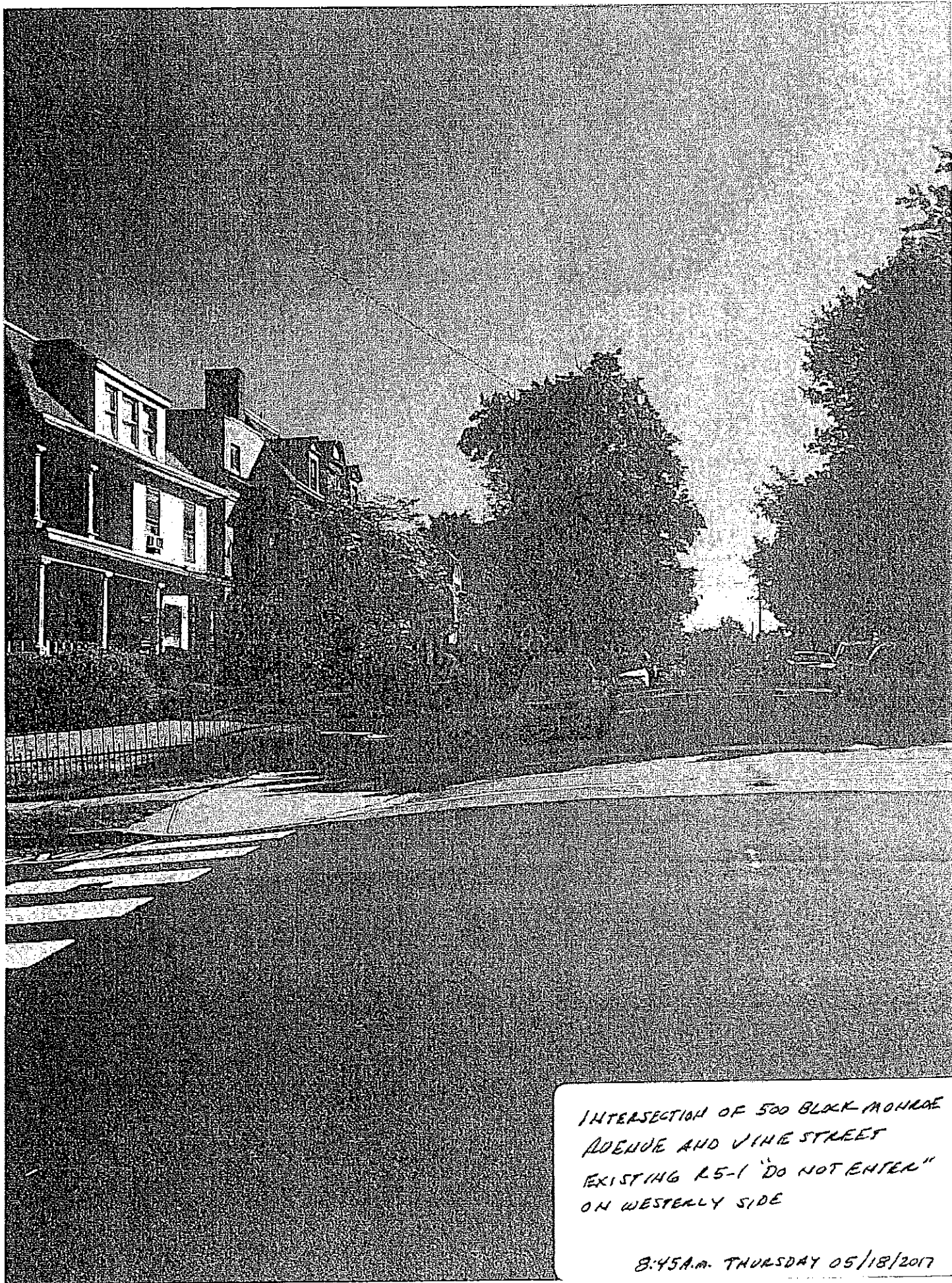
### COLOR:

ARROW AND BORDER:  
WHITE (REFLECTORIZED)

BACKGROUND AND LEGEND:  
BLACK (NON-REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

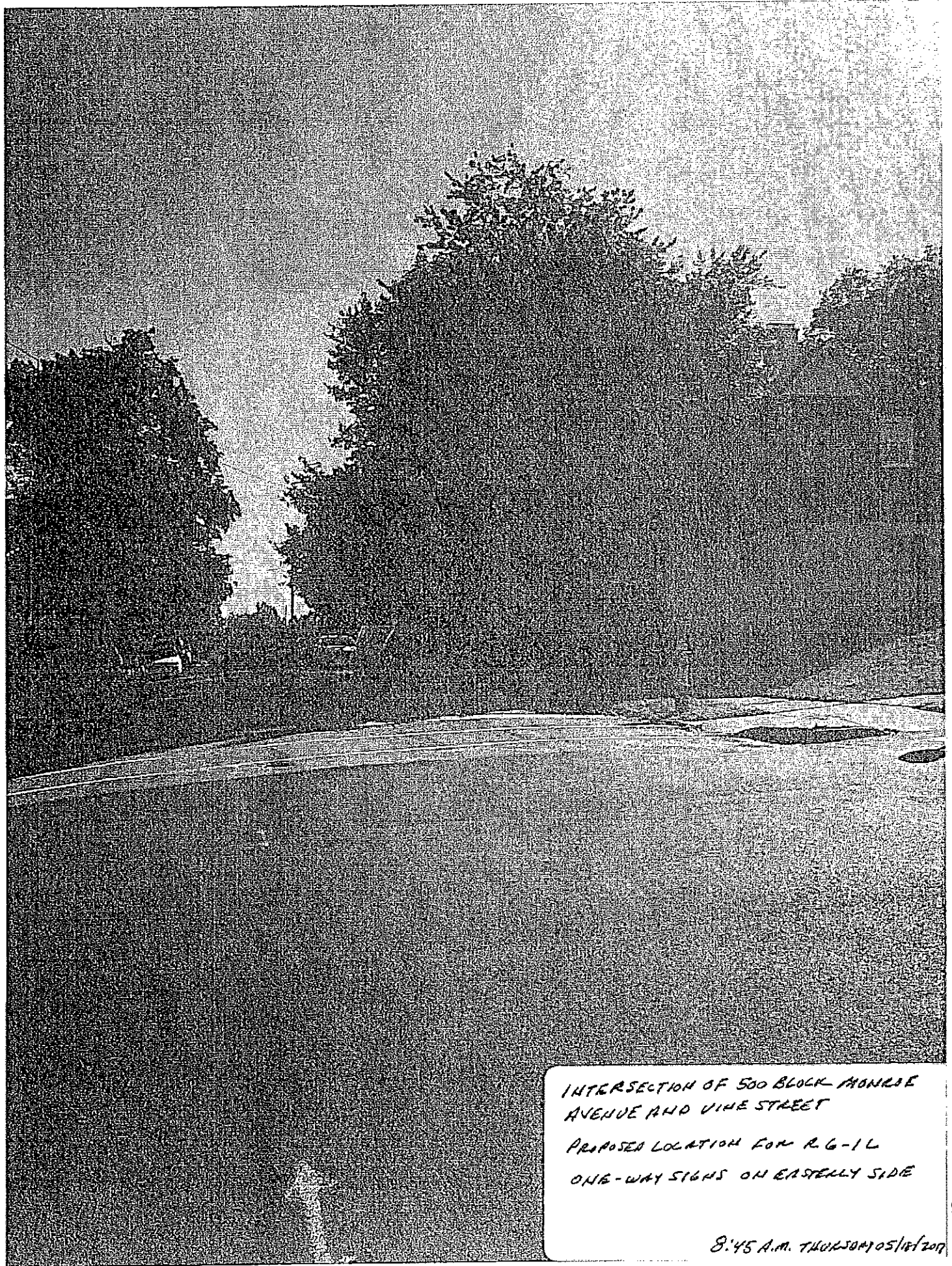
By : *Sen C. Rowe* Date : 02-29-12  
Chief, Traffic Engineering and Permits Section  
Bureau of Maintenance and Operations



INTERSECTION OF 500 BLOCK MONROE  
AVENUE AND VINE STREET  
EXISTING R5-1 "DO NOT ENTER"  
ON WESTERLY SIDE

8:45A.M. THURSDAY 05/18/2017





INTERSECTION OF 500 BLOCK MONROE  
AVENUE AND VINE STREET

PROPOSED LOCATION FOR R.G.-1L  
ONE-WAY SIGNS ON EASTERNLY SIDE

8:45 A.M. THURSDAY 05/16/2017





DEPARTMENT OF LAW

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

May 25, 2017

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

RECEIVED

MAY 25 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING ONE (1) R6-IL HORIZONTAL LEFT ONE-WAY SIGN AND ONE (1) R6-IR HORIZONTAL RIGHT ONE-WAY SIGN BE INSTALLED BACK TO BACK AT THE EASTERLY CORNER OF VINE STREET AND MONROE AVENUE AND THE EXISTING DO NOT ENTER SIGN AT THE WESTERLY CORNER OF MONROE AVENUE AND VINE STREET BE PLUMBED TO A VERTICAL POSITION.

Respectfully,

*Jessica L. Boyles* (s)  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH JIM WILLIAMS D/B/A JIM WILLIAMS SURPLUS FOR GRASS CUTTING AT THE TAYLOR LANDFILL FOR CALENDAR YEAR 2017 CONTRACT TO EXPIRE NOVEMBER 30, 2017 FOR A LUMP SUM BID OF \$8949.00**

WHEREAS, a request for Proposal was advertised for grass cutting of the Taylor Landfill for the contract year 2017 and four (4) 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 Jim Williams d/b/a Jim Williams Surplus for the reasons provided in 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 Jim Williams d/b/a Jim Williams Surplus for grass cutting at the Taylor Landfill for the calendar year 2017 (Contract to expire on November 30, 2017) for a lump sum bid of \$8949.00.

**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 \_\_\_\_\_ 2017 effective from \_\_\_\_\_ to \_\_\_\_\_ by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

JIM WILLIMAS D/B/A JIM WILLIAMS SURPLUS  
267 MAIN STREET  
OLYPHANT, PA,  
PHONE NO. (570) 947-6136

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 grass cutting at the Taylor Landfill. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

CITY OF SCRANTON GRASS CUTTING  
TAYLOR LANDFILL FOR CONTRACT YEAR 2017  
CONTRACT TO EXPIRE NOVEMBER 30, 2017  
PER THE ATTACHED BID PROPOSAL AND  
SPECIFICATIONS  
LUMP SUM BID \$8,949.00

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Jim Williams d/b/a Jim Williams Surplus dated April 20, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

## ARTICLE II - GENERAL

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

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

### ARTICLE III - FEES

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

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

### ARTICLE IV - INDEMNIFICATION

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

### ARTICLE V - INSURANCE

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

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

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

- (a) Name of insurance company, policy number, and expiration data;

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

#### ARTICLE VI: TERMINATION OF CONTRACT

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

#### ARTICLE VII: DEFAULT

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

#### ARTICLE VIII: JURISDICTION

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

#### ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

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

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

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

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

COUNTERSIGNED:

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

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

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

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

APPROVED AS TO FORM:

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

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

JIM WILLIAMS D/B/A JIM WILLIAMS  
SURPLUS

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

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

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



DEPARTMENT OF PUBLIC WORKS

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4180 • FAX: 570-348-0197

Date: May 02, 2017

Subject: City of Scranton  
Grass Cutting at Taylor Landfill

To: Ms. Jessica Boyles, Esquire  
City Solicitor

From: Dennis Gallagher *DC*  
Director, Department of Public Works

This is to inform you that we intend to award a contract to Jim Williams Surplus. This contract is for grass cutting at Taylor Landfill. Jim Williams Surplus was the lowest, most responsible bidder.

Please prepare the necessary contracts.

Thank you for your cooperation in this matter.

Cc: Mayor William Courtright  
Mrs. Roseann Novembrino, 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

May 1, 2017

Mr. Dennis Gallagher  
DPW Director  
101 Poplar Street  
Scranton, Pa. 18508

Dear Mr. Gallagher,

This is to inform you that proposals were opened Monday, May 1, 2017 in Council Chambers for **Grass Cutting at the Taylor Landfill for the Contract Year 2017.**

Attached are the copies of the proposals submitted:

**Dunbars Evergreen Landscaping**  
**Evergreen**  
**Francis DeAngelo**  
**Jim Williams Surplus**

After your review of the bids, 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,

A large, stylized handwritten signature of Julie Reed in black ink.

Julie Reed,  
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller  
Mrs. Lori Reed, City Clerk  
Ms. Jessica Boyle, 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

April 5, 2017

Mr. Dennis Gallagher  
Department of Public Works  
101 W. Poplar Street  
Scranton Pa, 18508

Dear Mr. Gallagher,

This is to inform you that bids will be opened in Council Chambers on Monday, May 1, 2017 at 10:00 A.M. for the following:

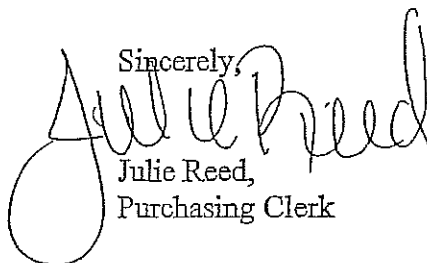
GRASS-CUTTING AT THE TAYLOR LANDFILL

FOR THE CONTRACT YEAR 2017

There will be a Mandatory Pre-Bid Conference on Wednesday, April 19, 2017 at 10:00 A.M. at the Department of Public Works (DPW)—101 West Poplar St. Scranton, Pa. 18508 for the purpose of reviewing the project.

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 William Courtright  
Mrs. Roseann Novembrino, City Controller  
Mrs. Lori Reed, City Clerk  
Mr. David Bulzoni, Business Administrator  
Mrs. Rebecca McMullen, Financial Manager  
Ms. Jessica Boyles, City Solicitor  
File

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT THEIR OFFICE IN CITY HALL, 2<sup>ND</sup> FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL 10:00 A.M., MONDAY, MAY 1, 2017 AT WHICH TIME THEY WILL BE READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HER DESIGNEE) FOR THE FOLLOWING:

**GRASS-CUTTING OF TAYLOR LANDFILL  
FOR CONTRACT YEAR 2017**

BIDDING DOCUMENTS MAY BE OBTAINED FROM THE BUREAU OF PURCHASING, (4<sup>TH</sup> FLOOR)—CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA. 18503. ALL PROPOSALS MUST BE SUBMITTED ON PROPOSAL FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD WEDNESDAY, APRIL 19, 2017 AT 10:00 A.M., AT THE DEPARTMENT OF PUBLIC WORKS (DPW)—101 WEST POPLAR ST. SCRANTON, PA. 18508 FOR THE PURPOSE OF REVIEWING THE PROJECT AND RECEIVING DIRECTIONS. ALL BIDDERS ARE REQUIRED TO ATTEND TO REVIEW SCOPE OF WORK AND SCHEDULE REQUIREMENTS FOR THE PROJECT, ONLY BIDS FROM THE VENDORS ATTENDING THE MANDATORY PREBID MEETING WILL BE CONSIDERED.

EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND IN THE AMOUNT OF \$500.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS THE SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITHIN TEN (10) DAYS OF NOTIFICATION OF THE AWARDING OF THE CONTRACT SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$ 1,000.00 OF THE TOTAL CONTRACT PRICE AS A GUARANTEE TO FURNISH MATERIAL OR SERVICES AS SPECIFIED.

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. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE TIME OF OPENING OF BIDS.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE SPECIFYING WHICH BID, FOR INSTANCE, "TAYLOR LANDFILL GRASS-CUTTING", AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2<sup>ND</sup> FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO BE RECEIVED AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI  
BUSINESS ADMINISTRATOR



## **SPECIFICATIONS FOR LANDFILL GRASS CUTTING**

**LOCATIONS** – Taylor Landfill; Acreage to be determined at mandatory pre-bid conference.

**CUTTING HEIGHT** – Routine mowing of grass to a setting height of 6 inches. The last mowing in the fall should be timed so as to leave the grass with a 6-inch height over the winter.

**FREQUENCY** – Bids should be based upon monthly cutting. However, if an unseasonably wet month occurs requiring a second cutting, this too should be factored into your bid.

**TERMS-** Contract shall expire on **NOVEMBER 31, 2017.**

CITY OF SCRANTON  
GRASS CUTTING OF THE TAYLOR LANDFILL  
CONTRACT 2017

LUMP SUM BID \_\_\_\_\_

## 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 is prescribed in 18 U.S.C. 1001.

DATE \_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

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

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

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

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

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

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

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

NON-COLLUSION AFFIDAVIT  
SIGNATURE PAGE

SIGNED \_\_\_\_\_

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

SUBSCRIBED AND SWORN TO BEFORE ME

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

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

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

JIM WILLIAMS  
2202 KELLY AVENUE  
SCRANTON, PA 18508

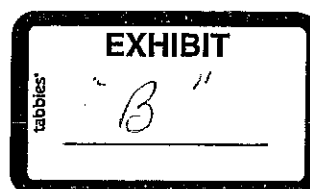
CITY OF SCRANTON

GRASS CUTTING OF THE TAYLOR LANDFILL

CONTRACT 2017

LUMP SUM BID 8949.<sup>00</sup> fw

JIM WILLIAMS  
2202 KELLY AVENUE  
SCRANTON, PA 18508



## AFFIRMATIVE ACTION CERTIFICATION

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

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

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

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

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

(10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: 4-20-17

Jim Williams SURPLUS  
(Name of Bidder)

BY Jim Williams JR

TITLE OWNER

## CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE 4-20-17

JIM WILLIAMS SURPLUS  
(Name of Bidder)

By JIM WILLIAMS JR

Title Owner

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania

COUNTY OF LACKAWANNA

Jim Williams PR, being first duly sworn, deposes  
and says that:

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

of Jim Williams Scraples, 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

*Jane C*

*Owner*

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

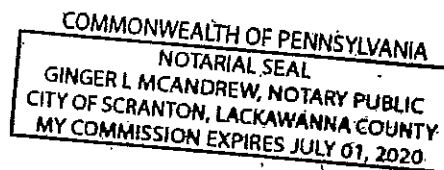
THIS 19 DAY OF April, 2020

*[Signature]*

*Notary Public*

(TITLE)

MY COMMISSION EXPIRES July 01, 2020







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/28/2017

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

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

<b>PRODUCER</b> Kincel & Company, Ltd. 1100 Dunham Drive P O Box 280 Dunmore, Pennsylvania 18512	Phone : (570)961-8731 Fax : (570)961-0520	<b>CONTACT NAME:</b> Jennifer Hlavaty <b>PHONE (A/C, No, Ext):</b> (570)961-8731 <b>FAX (A/C, No):</b> (570)961-0520 <b>E-MAIL ADDRESS:</b> jennifer_hlavaty@kincel.com														
<b>INSURED</b> James Williams dba James Williams Surplus 267 Main Street Olyphant, PA 18447		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Berkley Regional Specialty Insurance Company</td><td>31295</td></tr><tr><td>INSURER B : Acuity, A Mutual Insurance Company</td><td>14184</td></tr><tr><td>INSURER C : State Workmen's Insurance Fund Of Pennsylvania</td><td>27677</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkley Regional Specialty Insurance Company	31295	INSURER B : Acuity, A Mutual Insurance Company	14184	INSURER C : State Workmen's Insurance Fund Of Pennsylvania	27677	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																
INSURER E :																
INSURER F :																

## COVERAGES

CERTIFICATE NUMBER: 3186

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		CGL0093906	1/26/2017	1/26/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
B	AUTOMOBILE LIABILITY		Z62814	1/26/2017	1/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		06064390	1/16/2017	1/16/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> N/A				E.I. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.I. DISEASE - EA EMPLOYEE \$ 100,000
						E.I. DISEASE - POLICY LIMIT \$ 500,000

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

2727 North Main Ave, Scranton PA

## CERTIFICATE HOLDER

## CANCELLATION

Holder's Nature of Interest : Certificate Holder

City of Scranton

340 North Washington Avenue  
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

*[Signature]*

121

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DEPARTMENT OF LAW

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

RECEIVED

MAY 25 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

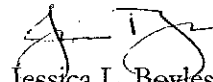
May 25, 2017

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 JIM WILLIAMS D/B/A JIM WILLIAMS SURPLUS FOR GRASS  
CUTTING AT THE TAYLOR LANDFILL FOR CALENDAR YEAR 2017  
CONTRACT TO EXPIRE NOVEMBER 30, 2017 FOR A LUMP SUM BID OF  
\$8949.00.

Respectfully,

  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH DUNBAR'S EVERGREEN LANDSCAPING, INC. FOR FLOOD PROJECT LEVEE CUTTING OF SOUTH SCRANTON, ALBRIGHT, PLOT AND GREEN RIDGE LEVEES FOR A TWO (2) YEAR SEASONAL PERIOD BEGINNING MAY 15, 2017 THROUGH OCTOBER 31, 2017 AND MAY 15, 2018 THROUGH OCTOBER 31, 2018 FOR A TOTAL BID PRICE OF \$29,000.00.**

WHEREAS, a request for Proposal was advertised for Flood Project Levee cutting of South Scranton, Albright, Plot and Green Ridge Levees and only one (1) 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 Dunbar's Evergreen Landscaping, Inc. for the reasons provided in 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 Dunbar's Evergreen Landscaping, Inc. for Flood Project Levee cutting of South Scranton, Albright, Plot and Green Ridge Levees for a two (2) year seasonal period from May 15, 2017 through October 31, 2017 and May 15, 2018 through October 31, 2018 for a total bid price of \$29,000.00.

**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 \_\_\_\_\_ 2017 seasonal contract effective from May 15, 2017 to October 15, 2017 and May 15, 2018 to October 15, 2018 by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

DUNBAR'S EVERGREEN LANDSCAPING, INC.  
211 AMITY AVENUE  
OLD FORGE, PA 18518  
PHONE NO. (570) 562-168

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 Flood Project Levee cutting of South Scranton, Albright, Plot and Green Ridge Levees. The Contractor hereby covenants, contracts, and agrees to furnish Scranton with:

FLOOD PROJECT LEVEE CUTTING OF SOUTH SCRANTON,  
ALBRIGHT, PLOT AND GREEN RIDGE LEVEE FOR A TWO (2) YEAR  
SEASONAL CONTRACT FROM MAY 15, 2017 TO OCTOBER 15, 2017  
AND MAY 15, 2018 TO OCTOBER 15, 2018 PER THE ATTACHED  
BID PROPOSAL AND SCRANTON'S SPECIFICATIONS  
TOTAL BID PRICE OF \$29,000.

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 Dunbar's Evergreen Landscaping, Inc. dated May 1, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

### ARTICLE II - GENERAL

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

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

### ARTICLE III - FEES

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

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

### ARTICLE IV - INDEMNIFICATION

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

### ARTICLE V - INSURANCE

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

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

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

- (a) Name of insurance company, policy number, and expiration data;

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

#### ARTICLE VI: TERMINATION OF CONTRACT

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

#### ARTICLE VII: DEFAULT

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

#### ARTICLE VIII: JURISDICTION

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

#### ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

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

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

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

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

COUNTERSIGNED:

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

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

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

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

APPROVED AS TO FORM:

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

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

DUNBAR'S EVERGREEN LANDSCAPING, INC.

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

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

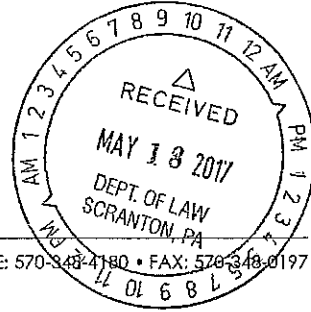
DATE: \_\_\_\_\_





DEPARTMENT OF PUBLIC WORKS

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4180 • FAX: 570-348-0197



Date: May 11, 2017

Subject: City of Scranton  
Levee Grass Cutting

To: Ms. Jessica Boyles, Esquire  
City Solicitor

From: Dennis Gallagher DG  
Director Department of Public Works

This is to inform you that we intend to award a contract to Dunbar's Evergreen Landscaping, LLC. This contract is for grass cutting on the levee. Dunbar's Evergreen Landscaping, LLC was the lowest, most responsible bidder.

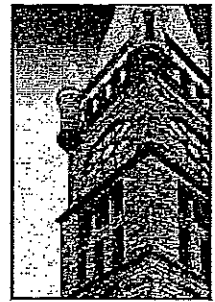
Please prepare the necessary contracts.

Thank you for your cooperation in this matter.

Cc: Mayor William Courtright  
Mrs. Roseann Novembrino, 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

May 3, 2017

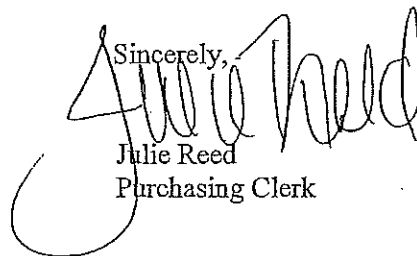
Mr. Dennis Gallagher, Director  
Department of Public Works  
101 W. Poplar Street  
Scranton, Penna. 18508

Dear Mr. Gallagher:

This is to inform you that bids were opened on Wednesday, May 3, 2017 in Council Chambers for **Cutting of South Scranton, Albright, Plot and Green Ridge Levees Two Year Seasonal Contract**. Attached please find copies of the bids submitted by the following companies:

**Dunbar's Evergreen Landscaping**

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

Attachments

Cc: Mrs. Roseann Novembrino, City Controller  
Mrs. Lori Reed, City Clerk  
Ms. Jessica Boyles, 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

April 5, 2017

Mr. Dennis Gallagher  
DPW Director  
101 West Poplar St.  
Scranton, Pa. 18508

Dear Mr. Gallagher,

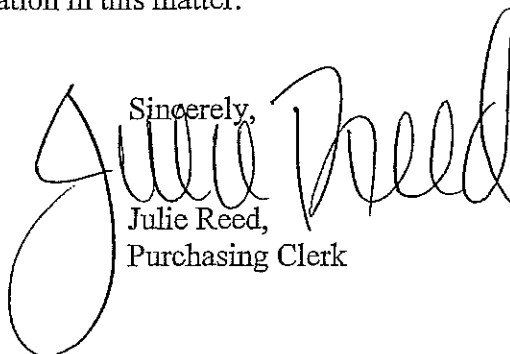
This is to inform you that bids will be opened in City Council Chambers on Wednesday May 3, 2017 at 10:00 A.M. for the following:

**Cutting of South Scranton, Albright, Plot & Greenridge Levees  
Two Year (2) Seasonal Contract**

There will be a **Mandatory Pre-Bid Conference** on Thursday, April 20, 2017 at 10:00 A.M. at Amelia Ave. and Parker St. for the purpose of reviewing the project.

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

Thank you for your cooperation in this matter.

Sincerely,  
  
Julie Reed,  
Purchasing Clerk

CC: Mayor William Courtright  
Mrs. Roseann Novembrino, City Controller  
Mr. David Bulzoni, Business Administrator  
Mrs. Rebecca McMullen  
Mrs. Lori Reed, City Clerk  
Ms. Jessica Boyles, City Solicitor  
File

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT THEIR OFFICE IN CITY HALL, 2<sup>ND</sup> FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL 10:00 A.M., WEDNESDAY MAY 3, 2017 AT 10:00 A.M., AT WHICH TIME THEY WILL BE READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

**CUTTING OF SOUTH SCRANTON, ALBRIGHT,  
PLOT AND GREENRIDGE LEVEES  
TWO (2) YEAR SEASONAL CONTRACT**

BIDDING DOCUMENTS MAY BE OBTAINED FROM THE BUREAU OF PURCHASING, (4<sup>TH</sup> FLOOR) CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA. 18503. ALL PROPOSALS MUST BE SUBMITTED ON PROPOSAL FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD THURSDAY APRIL 20, 2017, AT 10:00 A.M. AT AMELIA AVE. AND PARKER ST ACROSS FROM TUNNEY'S AUTO REPAIR FOR THE PURPOSE OF REVIEWING THE PROJECT. ALL BIDDERS ARE REQUIRED TO ATTEND TO REVIEW SCOPE OF WORK AND SCHEDULE REQUIREMENTS FOR THE PROJECT, ONLY BIDS FROM THE VENDORS ATTENDING THE MANDATORY PREBID MEETING WILL BE CONSIDERED.

EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND IN THE AMOUNT OF \$500.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS THE SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITHIN TEN (10) DAYS OF NOTIFICATION OF THE AWARDING OF THE CONTRACT SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$1,000.00 OF THE TOTAL CONTRACT PRICE AS A GUARANTEE TO FURNISH MATERIAL OR SERVICES AS SPECIFIED.

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. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE TIME OF OPENING OF BIDS.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE SPECIFYING WHICH BID, FOR INSTANCE, "FLOOD PROJECT LEVEE CUTTING", AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2<sup>ND</sup> FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO BE RECEIVED AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI  
BUSINESS ADMINISTRATOR



## **SPECIFICATIONS FOR LEVEE CUTTING**

**LOCATIONS** – South Scranton, Albright, Plot and Greenridge Levees. The total area for cutting is approximately 52 acres. Sites to be reviewed per mandatory pre-bid conference.

**CUTTING HEIGHT** – Routine mowing of grass to a setting height of 4 inches. In no instance will mowing equipment or motor vehicles be allowed on the levee when the ground is too soft to firmly support the mowing equipment. The last mowing in the fall should be timed so as to leave the grass with a 6-inch height over the winter.

**FREQUENCY** – Contract shall run from May through October. Bids should be based upon monthly cutting. However, if an unseasonably wet month occurs requiring a second cutting, this too should be factored into your bid.

**TERMS**- Contract shall run from May 15, 2017 to October 31, 2017 and May 15, 2018 to October 31, 2018.

LEVEE CUTTING 2 YEAR SEASONAL  
CONTRACT

PROPOSAL SHEET

YOUR TOTAL PRICE FOR THIS BID IS

\$\_\_\_\_\_.

## 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 is prescribed in 18 U.S.C. 1001.

DATE \_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

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

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

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

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

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

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

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

NON-COLLUSION AFFIDAVIT  
SIGNATURE PAGE

SIGNED \_\_\_\_\_

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

SUBSCRIBED AND SWORN TO BEFORE ME

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

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

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

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT THEIR OFFICE IN CITY HALL, 2<sup>ND</sup> FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL 10:00 A.M., WEDNESDAY MAY 3, 2017 AT 10:00 A.M., AT WHICH TIME THEY WILL BE READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

**CUTTING OF SOUTH SCRANTON, ALBRIGHT,  
PLOT AND GREENRIDGE LEVEES  
TWO (2) YEAR SEASONAL CONTRACT**

BIDDING DOCUMENTS MAY BE OBTAINED FROM THE BUREAU OF PURCHASING, (4<sup>TH</sup> FLOOR) CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA. 18503. ALL PROPOSALS MUST BE SUBMITTED ON PROPOSAL FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

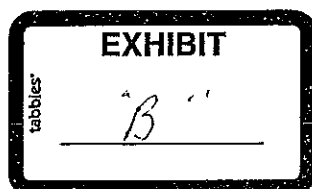
A MANDATORY PRE-BID CONFERENCE WILL BE HELD THURSDAY APRIL 20, 2017, AT 10:00 A.M. AT AMELIA AVE. AND PARKER ST ACROSS FROM TUNNEY'S AUTO REPAIR FOR THE PURPOSE OF REVIEWING THE PROJECT. ALL BIDDERS ARE REQUIRED TO ATTEND TO REVIEW SCOPE OF WORK AND SCHEDULE REQUIREMENTS FOR THE PROJECT, ONLY BIDS FROM THE VENDORS ATTENDING THE MANDATORY PREBID MEETING WILL BE CONSIDERED.

EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND IN THE AMOUNT OF \$500.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS THE SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITHIN TEN (10) DAYS OF NOTIFICATION OF THE AWARDING OF THE CONTRACT SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$ 1,000.00 OF THE TOTAL CONTRACT PRICE AS A GUARANTEE TO FURNISH MATERIAL OR SERVICES AS SPECIFIED.

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. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE TIME OF OPENING OF BIDS.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE SPECIFYING WHICH BID, FOR INSTANCE, "FLOOD PROJECT LEVEE CUTTING", AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2<sup>ND</sup> FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO BE RECEIVED AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI  
BUSINESS ADMINISTRATOR



## **SPECIFICATIONS FOR LEVEE CUTTING**

**LOCATIONS** – South Scranton, Albright, Plot and Greenridge Levees. The total area for cutting is approximately 52 acres. Sites to be reviewed per mandatory pre-bid conference.

**CUTTING HEIGHT** – Routine mowing of grass to a setting height of 4 inches. In no instance will mowing equipment or motor vehicles be allowed on the levee when the ground is too soft to firmly support the mowing equipment. The last mowing in the fall should be timed so as to leave the grass with a 6-inch height over the winter.

**FREQUENCY** – Contract shall run from May through October. Bids should be based upon monthly cutting. However, if an unseasonably wet month occurs requiring a second cutting, this too should be factored into your bid.

**TERMS**- Contract shall run from May 15, 2017 to October 31, 2017 and May 15, 2018 to October 31, 2018.

LEVEE CUTTING 2 YEAR SEASONAL  
CONTRACT

PROPOSAL SHEET

YOUR TOTAL PRICE FOR THIS BID IS

\$ 29,000.00.

## 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 or other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such 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: 5-1-17 Dunbar's Evergreen Landscaping Int.  
(Name of Bidder)  
BY George Dunbar Jr.  
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 is prescribed in 18 U.S.C. 1001.

DATE 5-1-17

Dunbar's Evergreen Landscaping Inc.  
(Name of Bidder)

By George Dunbar Jr.  
Title President

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania

COUNTY OF Lackawanna

George Dubon, Jr., being first duly sworn, deposes  
and says that:

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

of Dubon's Engineering & Construction, 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, 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 AL

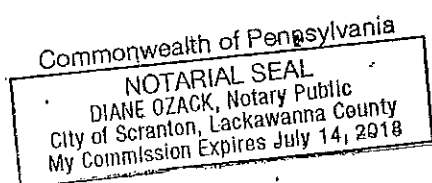
President  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 24 DAY OF April, 2017

[Signature]  
Notary Public  
(TITLE)

MY COMMISSION EXPIRES July 14, 2018





DEPARTMENT OF LAW

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

RECEIVED

MAY 25 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

May 25, 2017

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 DUNBAR'S EVERGREEN LANDSCAPING, INC. FOR FLOOD  
PROJECT LEVEE CUTTING OF SOUTH SCRANTON, ALBRIGHT, PLOT AND  
GREEN RIDGE LEVEES FOR A TWO (2) YEAR SEASONAL PERIOD  
BEGINNING MAY 15, 2017 THROUGH OCTOBER 31, 2017 AND MAY 15, 2018  
THROUGH OCTOBER 31, 2018 FOR A TOTAL BID PRICE OF \$29, 000.00.

Respectfully,

Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT BETWEEN THE CITY OF SCRANTON AND THE SCRANTON SCHOOL DISTRICT WITH JOSEPH M. ALU AND ASSOCIATES TO PERFORM THE SCRANTON SINGLE TAX OFFICE INDEPENDENT AUDIT FOR FISCAL YEARS ENDING DECEMBER 31, 2015 AND DECEMBER 31, 2016.**

WHEREAS, a request for Proposal was advertised for the Scranton Single Tax Office Independent Audit for the years ending December 31, 2015 and December 31, 2016, three (3) 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 Joseph M. Alu and Associates for the reasons provided in the Memo attached hereto from the Business Administrator; and

WHEREAS, on May 22, 2017, the Scranton School District passed a Resolution approving the contract to hire Joseph M. Alu and Associates and to share the cost of both audits with the City of Scranton. A copy of which is attached hereto; and

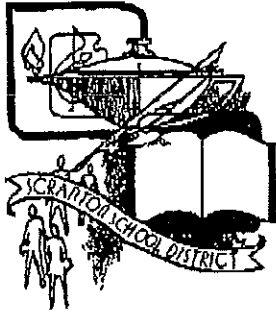
WHEREAS, the total cost of the Audit for the year ending 2015 and 2016 is \$52,000.00 to be shared by the City of Scranton and Scranton School District with each paying \$26,000.00 (\$13,000.00 each per year).

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 between the City of Scranton and the Scranton School District with Joseph M. Alu and Associates to perform the Single Tax Audit for the years ending December 31, 2015 and December 31, 2016.

**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.



# Scranton School District

Administration Building  
425 N. Washington Ave.  
Scranton, Pennsylvania 18503

May 24, 2017

Attn: Liz  
Controller's Office-City of Scranton  
340 N. Washington Ave.  
Scranton, PA 18503

At a meeting held on May 22, 2017 by a vote of 8 to 0 with 0 abstaining and 1 absent, the Scranton School Board approved the contract to perform an audit of the Scranton Single Tax Office for the years ending December 31, 2015 and December 31, 2016. The costs will be shared between the City of Scranton and Scranton School District.

Enclosed you will find the resolution as you requested.

If I can be of further assistance please do not hesitate to contact me at 570-348-3423.

Sincerely,

Virginia Orr, Secretary  
Scranton School Board

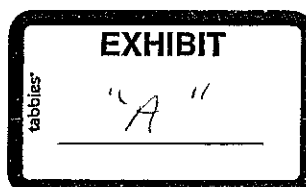
## Board of School Directors

Robert Casey  
Cy Douaihy  
Paul Duffy  
Robert Lesh

Bob Sheridan, President

Mark McAndrew  
Carol Oleski  
Tom Schuster  
James Timlin

151



**B-7**

**SCRANTON SCHOOL DISTRICT**

425 North Washington Avenue  
Scranton, PA 18503

May 22, 2017

To the Members of  
The Board of Directors of  
The School District of the  
City of Scranton

It is the recommendation of the Budget and Finance  
Committee that the following resolution be accepted:

**BE IT RESOLVED**, that the Scranton School District  
approves the contract to hire Joseph M. Alu and Associates, PC to  
perform an audit of the Scranton Single Tax Office for the years  
ending December 31, 2015 and December 31, 2016. The costs  
associated with this audit shall be shared between the City of  
Scranton and the Scranton School District (\$13,000 each per year)  
as per the attached bid documents from the City of Scranton.

Respectfully Submitted,

Tom Schuster (VC)

Tom Schuster  
Chairperson  
Budget & Finance Committee



# CONTRACT

This contract entered into this \_\_\_\_ day of \_\_\_\_\_ 2017 effective Upon execution of Contract to Completion of Single Tax Office Independent Audits for year ending December 31, 2015 and December 31, 2016 by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 and Scranton School District, 425 North Washington Avenue, Scranton, PA 18503 and

JOSEPH A. ALU AND ASSOCIATES  
321 SPRUCE STREET  
SUITE 1000  
SCRANTON, PA 18503  
PHONE NO. (570) 342-0405

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 Scranton Single Tax Office Independent Audit for the years ending December 31, 2015 and December 31, 2016. The Contractor hereby covenants, contracts, and agrees to furnish the City of Scranton and the Scranton School District with:

SCRANTON SINGLE TAX OFFICE INDEPENDENT AUDIT  
FOR THE FISCAL YEARS ENDING DECEMBER 31, 2015 AND  
DECEMBER 31, 2016 FOR THE TOTAL SUM OF \$52,000.00  
COST TO BE SHARED BETWEEN THE CITY OF SCRANTON  
AND SCRANTON SCHOOL DISTRICT \$26,000.00 (\$13,000.00  
EACH PER YEAR)

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 Joseph M. Alu and Associates dated March 20, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

## ARTICLE II - GENERAL

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

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.

The total sum for the contract is \$52,000.00, the cost to be shared between the City of Scranton and Scranton School District \$26,000.00 (\$13,000.00 each per year) to the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

#### ARTICLE IV - INDEMNIFICATION

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

#### ARTICLE V - INSURANCE

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

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

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

certificates shall include the following:

- (a) Name of insurance company, policy number, and expiration data;
- (b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Contractor);
- (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;
- (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
- (e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

#### ARTICLE VI: TERMINATION OF CONTRACT

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

#### ARTICLE VII: DEFAULT

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

#### ARTICLE VIII: JURISDICTION

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

#### ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

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

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

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

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

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

\_\_\_\_\_  
BUSINESS ADMINISTRATOR

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

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

\_\_\_\_\_  
SCRANTON SCHOOL DISTRICT

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

APPROVED AS TO FORM:

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

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

JOSEPH M. ALU AND ASSOCIATES

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

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

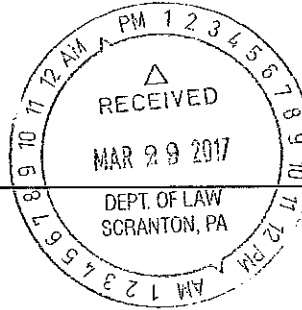
DATE: \_\_\_\_\_

## BUSINESS ADMINISTRATION

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



SCRANTON



March 29, 2017

### **Memo**

To: William Courtright, Mayor  
Roseann Novembrino, City Controller  
Lori Reed, City Clerk

From: David Bulzoni, Business Administrator

**Re: Single Tax Office Independent Post Audit**

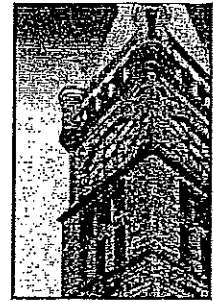
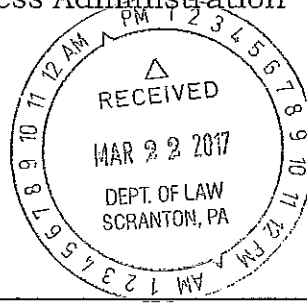
All,

The City of Scranton received three proposals for audit services. With further review by the Solicitor for the City Controller, a recommendation is made to retain Joseph Alu and Associates for the completion of the 2015 and 2016 audits for the Single Tax Office. This proposal most completely met the requirement of the Request for Proposal at the most competitive cost. The lower cost proposal received from Jones Kohanski was not submitted in conjunction with the requirements of the request

**Therefore, Office of the Business Administrator recommends the approval of the proposal submitted by Joseph Alu and Associates for the completion of the Single Tax Office audits.**

Department of Business Administration

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



SCRANTON

March 22, 2017

Mrs. Roseann Novembrino  
City Controller  
Municipal Building  
340 North Washington Avenue  
Scranton, Penna. 18503

Dear Mrs. Novembrino,

This is to inform you that bids were opened today Wednesday, March 22, 2017 in City Council Chambers for the **SCRANTON SINGLE TAX OFFICE INDEPENDENT POST AUDIT FOR THE FISCAL YEARS 12/31/15 & 12/31/16 AS PER SPECIFICATIONS**. The following submitted bid packages:

**Joseph M. Alu and Associates, P.C.**

**Rainey & Rainey**

**Jones Kohanski Consultants CPA**

After your review of these bid packages, 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

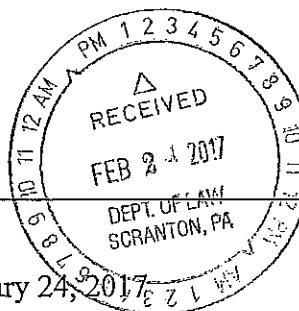
CC: Mr. David Bulzoni, Business Administrator  
Mrs. Lori Reed, City Clerk  
Ms. Jessica Boyles, City Solicitor  
File

Department of Business Administration

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



SCRANTON



February 24, 2017

Mrs. Roseann Novembrino  
City Controller  
Municipal Building  
340 North Washington Avenue  
Scranton, Penna. 18503

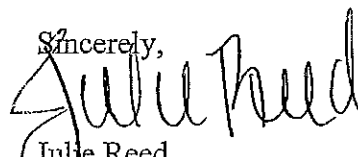
Dear Mrs. Novembrino:

This is to inform you that proposals will be opened in Council Chambers on Wednesday, March 22, 2017 at 10:00 A.M. in City Council Chambers for the following:

SCRANTON SINGLE TAX OFFICE  
INDEPENDENT AUDIT  
FOR THE FISCAL YEARS ENDING  
12-31-2015 & 12/31/16  
AS PER SPECIFICATIONS

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

Thank you for your cooperation in this matter.

Sincerely,  
  
Julie Reed,  
Purchasing Clerk

CC: Mayor William Courtright  
Mrs. Lori Reed, City Clerk  
Mr. David Bulzoni, Business Administrator  
Mrs. Rebecca McMullen, Finance Manager  
• Ms. Jessica Boyles, City Solicitor  
Mr. William Fox, Collector of Taxes  
File

## REQUEST FOR PROPOSAL

Separate sealed proposals will be received by the City of Scranton, Office of the City Controller, 2nd floor, 340 North Washington Avenue, Scranton, PA. 18503 until Wednesday, March 22, 2017 at 10:00 A.M. at which time such proposals will be opened in the City Council Chambers for the following:

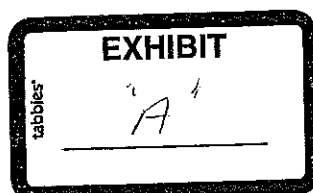
### SCRANTON SINGLE TAX OFFICE INDEPENDENT POST AUDIT FOR THE FISCAL YEARS ENDING 12/31/15 & 12/31/16

Proposals shall be made in accordance with the specifications obtained from the City Purchasing Department, 340 North Washington Avenue, Scranton, PA 18503 and which may be had by interested parties responding to the Request. Copies can be requested by contacting the City of Scranton Purchasing Clerk, at [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov).

Sealed envelopes containing the proposals will be received and identified as "Scranton Single Tax Office Independent Post Audit". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require five (5) copies of this proposal. If you have any questions, please contact Roseann Novembrino, City Controller, at (570) 348-4125 or David M. Bulzoni, Business Administrator, at (570) 348-4214.

ROSEANN NOVEMBRINO,  
CITY CONTROLLER

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





TO WHOM IT MAY CONCERN:

You are invited to submit a proposal for "AN INDEPENDENT POST AUDIT" of all Single Tax Office activities, including collections of all applicable revenue and expenditures in accordance with the enclosed Request for Proposal.

**All proposals must be submitted in five (5) copies to the City of Scranton, Office of the City Controller, 2nd floor, 340 North Washington Avenue, Scranton, Pennsylvania 18503. All proposals must be submitted in a sealed envelope and clearly marked.**

All proposals must be received by the City Controller no later than 10:00 A.M. (prevailing time) on March 22, 2017. Late proposals will not be considered regardless of the reason.

Very truly yours,  
Roseanne November  
City Controller

## INVITATION FOR REQUEST FOR PROPOSAL

### SCRANTON SINGLE TAX OFFICE

Prospective respondents are invited to submit a proposal for an "Independent Post Audit" of all Scranton Single Tax Office revenues and accounts in accordance with the Request for Proposal.

All proposals must be submitted in five (5) copies to the Office of the City Controller, 2<sup>nd</sup> Floor, City Hall, 340 North Washington Avenue, Scranton, Pennsylvania, 18503. All proposals must be delivered in a sealed envelope and clearly marked. Late proposals will not be considered regardless of the reason.

#### **I. GENERAL INFORMATION FOR OFFERORS**

**1. PURPOSE:** The Request for Proposal (RFP) provides interested prospective proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Office of the City Controller on behalf of the City of Scranton and Scranton School District to select an auditing firm to provide an independent post audit for the Scranton Single Tax Office. The audit will include the two (2) year period of fiscal years ending December 31, 2015 and December 31, 2016.

**2. ISSUING OFFICE:** This Request for Proposal is issued by the City of Scranton Office of the City Controller and the Office of Business Administration Department of Purchasing.

**3. SCOPE OF SERVICES:** This RFP contains instructions governing proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration, general evaluation criteria, and other requirements to be met by each proposal.

**4. REJECTION OF PROPOSALS:** The City of Scranton and the Scranton School District reserve the right to reject any and all proposals received as a result of this request and are not obligated to select the lowest cost proposal.

**5. INCURRING COSTS:** The City of Scranton and Scranton School District are not liable for costs incurred by the prospective proposers prior to the issuance of a contract.

**6. AMENDMENT TO THE RFP:** The Request for Proposal may be amended by the Office of the City Controller. If amended, notification will be provided to the prospective proposers.

**7. PROPOSALS:** For further consideration, proposers must submit a complete response to the RFP, using the format provided in Part II. Each proposal must be submitted in five (5) copies to the Office of the City Controller. No other distribution of proposals will be required. Proposals must be signed by an authorized official as the contents are binding. The proposal must remain valid for a period of ninety (90) days.

**8. CONTRACT PERIOD:** The Request for Proposal incorporates audits for the fiscal years ending December 31, 2015 and December 31, 2016.



## II. REQUIRED INFORMATION AND SCOPE OF SERVICES

Proposals must be submitted in the format outlined below.

**1. PRIOR EXPERIENCE:** Please document the firm's experience providing auditing services to other municipalities, specifically cities, counties, and school districts. Describe similar engagements and define the scope of engagement and description of recommendations. Experience shown should be work completed by your firm. Please refer to the audits completed by the firm including the contact information of the local government representatives.

**2. SCOPE OF WORK:** The City of Scranton and Scranton School District are requesting proposals from independent certified public accounting firms to conduct an independent post audit of the Scranton Single Tax Office accounts, revenues, and expenditures for the fiscal years noted in the introductory page.

The post audit shall include an examination and the expression of an opinion on the financial statements of the Scranton Single Tax Office. The prospective service providers will provide professional independent certified public accounting services to conduct an on-site audit of all funds of the Scranton Single Tax Office, under the Single Audit Act of 1984, for fiscal years ending December 31, 2015 and December 31, 2016.

### **3. MANAGEMENT LETTER**

The Audits for the proposed two (2) year period will result in an opinion with an accompanying financial management letter, relating to the financial operations of the Scranton Single Tax Office and complete financial statements reflecting the position of the funds.

**4. PERSONNEL:** The proposed staff shall have received continuing professional education in governmental accounting during the past two years and shall be familiar with all Government Accounting Standards Board (GASB) policies. The firm shall have a positive peer review within the last three (3) years. Peer review confirmation may be required if requested by the Office of the City Controller, City of Scranton.

**5. WORK PLAN:** Briefly describe your plan for accomplishing the audits/management letter. Include a proposed time schedule from start to completion. The Office of the City Controller recognizes this time schedule may present difficulties due to the scope of the audit responsibilities but also expects the firm to dedicate sufficient resources to the completion of the work on a timely basis.

An exit conference may be required at the discretion of the City of Scranton and Scranton School District.

**6. PUBLICATIONS:** Services provided under the scope of this Audit engagement shall be performed in accordance with the most recent adaptations of the following publications, if applicable:

**The City of Scranton Home Rule Charter and Administrative Code;**

**Governmental Accounting, Auditing and Financial Reporting (National Committee on Governmental Accounting);**

**Audits of State and Local Governmental Units (American Institute of Certified Public Accountants (Latest Edition);**

**Compliance Auditing Considerations in Audits of Governmental Entities and Recipients of Governmental Financial Assistance;**

**Government Accounting Standards (Yellow Book);**

**Audits of State and Local Governments and Non-Profit Organizations (Single Audit Act – P.L. 104-156 – Circular Number A-133, as amended;**

**Commonwealth of Pennsylvania - Municipal Pension Laws, including Municipal Pension Plan Funding – Act 205 of 1985 as amended;**

**Grants and Agreements with State and Local Governments, Common Rule – 24 CFR Part 85, 2001 Edition (formerly OMB Circular Number A – 102, as amended through August 1997);**

**Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87, as amended.**

**7. OTHER RELEVANT DATA:**

a. The Audit for fiscal year 2014 was performed by Joseph Alu and Associates, Certified Public Accountants;

b. The Scranton Single Tax Office accounting records are maintained, primarily, by the Collector of Taxes;

c. All Real Estate Taxes and Act 511 taxes are billed by the elected Collector of Taxes, with the exception of the City of Scranton and Scranton School District Earned Income Tax, which is billed and collected by Berkheimer Associates in conjunction with Act 32 of 2008;

d. Audit work papers shall remain in the custody of the auditor, as appropriate. However, City and School District personnel, under the supervision of the Tax Collector, and succeeding auditors, shall be given access to audit work papers and shall have a right to copy such work papers pertaining to the audits for the years delineated in the Request for Proposal for a period of three (3) years after the delivery of the Final Report for the corresponding calendar years;

e. A Work Progress update will be submitted to the officials in Section 5 according to an agreed upon schedule.

8. **SUBCONTRACTING:** The auditor shall not subcontract any work associated with this contract to any other firm unless first approved by the City of Scranton and Scranton School District;

9. **RELATIONSHIP TO THE CITY OF SCRANTON and SCRANTON SCHOOL DISTRICT:** The auditor shall provide the Office of the City Controller with a clear statement of the relationship of the firm and/or its principals with, or knowledge of, any officials or employees of the City of Scranton and Scranton School District and clearly state the nature of the same.

10. **AFFIDAVITS TO BE PROVIDED:** Proposers shall provide affidavits as part of the Proposal and provide respective forms as appendices, which should include non-collusion, affirmative action, and certification of non-segregated facilities.

11. **INSURANCE:** The auditor shall assume the defense of and indemnity and hold harmless the City of Scranton and Scranton School District, its officers, agents, and employees from and against any and all claims, demands, actions, suits, and proceedings by others and against all liability, both negligent and non-negligent, arising directly out of the actions of the firm/proposer in their performance of this contract.

12. **MISCELLANEOUS COSTS:** All costs such as clerical, copying, travel, bonds, and incidental costs associated with the audit will be responsibility of the firm awarded the contract.

The firm awarded the contract shall be required to furnish the Office of the City Controller with a minimum of twenty (20) copies of the Final Audit covering the Audit, Management Letter, and Single Audit.

### III. **CRITERIA FOR SELECTION**

1. **EVALUATION:** All proposals received from prospective firms will be reviewed and evaluated by the Office of the City Controller, Office of Business Administration, and Scranton School District. A recommendation will be made by the Office of the City Controller which will select the proposal which most closely meets the requirements of the Request for Proposal.

2. **SELECTION BASED UPON QUALIFICATIONS:** The contract will be awarded based upon the best interests of the Scranton Single Tax Office, City of Scranton, and Scranton School District.

### IV. **SERVICE EVALUATION:**

1. **GENERAL:** The proposing firm has the responsibility to develop and present a detailed scope of work. The detailed scope of work proposed, at a minimum, should be designed to accomplish the goals of the Request for Proposal and fully address the primary elements identified in the RFP;

2. **BACKGROUND:** Please provide a brief history of your company (and, if applicable, parent company). Include the names of personnel, in short biographical form, who will be engaged in the projected work with the Scranton Single Tax Office;

3. **SERVICES – GENERAL:** Please provide a brief description of the services provided by your firm to the Scranton Single Tax Office, if selected;

4. **SERVICES – SPECIFIC:** Please provide a sample report that your firm developed for reporting data that would comprise a representative sample of your firm's work.

All responses must be received by 10:00 A.M. eastern time March 22, 2017. Questions should be submitted to either Roseann Novembrino, City Controller at [novembrino@scrantonpa.gov](mailto:novembrino@scrantonpa.gov) or David Bulzoni, Business Administrator at [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov). Subject line of questions and/or responses should read:

**THIS PROPOSAL MUST BE RECEIVED IN THE  
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN  
10:00 a.m.  
March 22, 2017**

**TO THE ATTENTION OF:**

Roseann Novembrino  
City Controller  
City of Scranton  
340 North Washington Avenue  
2<sup>nd</sup> Floor  
Scranton, PA 18503

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

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

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

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

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

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

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

## 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 person, 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 the union or of any training program or other source of recruitment will result in the exclusion of minority group persons. So that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other Affirmative Action Employment Procedures.
- 6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of a 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 contract, 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 Purchasing.
- 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 \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

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

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

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

1) He \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent)  
is

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 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 Bidders, 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.

NONCOLLUSION AFFIDAVIT

SIGNATURE PAGE

SIGNED \_\_\_\_\_

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

SUBSCRIBED AND SWORN TO BEFORE ME

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

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

MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_\_\_  
(DATE  
)

## 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-contract exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18

U.S.C.1001. DATE: \_\_\_\_\_

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

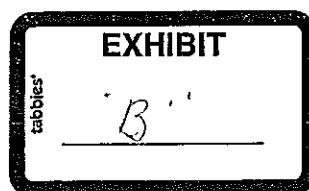
BY \_\_\_\_\_

TITLE \_\_\_\_\_

PROPOSAL FOR INDEPENDENT POST AUDIT SERVICES

FOR THE

SCRANTON SINGLE TAX OFFICE  
FOR FISCAL YEARS ENDING  
DECEMBER 31, 2015  
AND  
DECEMBER 31, 2016



## PROPOSAL

PRESENTED BY:

*Joseph M. Alu, CPA*  
Joseph M. Alu and Associates, P.C.  
Certified Public Accountants  
321 Spruce Street  
Suite 1000  
Scranton, PA 18503  
570-342-0405  
570-342-0422  
[jalu@aluassocs.com](mailto:jalu@aluassocs.com)

Date: March 20, 2017

This proposal is confidential and contains proprietary information. Neither the proposal nor any of the information contained in the plan may be reproduced or disclosed to any person under any circumstances without express written consent of Joseph M. Alu and Associates.

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## Scranton Single Tax Office

Thank you for the opportunity to present a proposal to provide professional auditing services.

Joseph M. Alu and Associates, P.C. is anxious and willing to provide the requested services. We can assure you that we are prepared to provide the highest level of attention and the best quality service that you deserve.

You may also be assured that we will allocate the resources necessary to serve your interests and objectives.



### PRIOR EXPERIENCE

Joseph M. Alu and Associates, PC has a significant non-profit and governmental client base and it continues to grow because of our desire to provide high quality services. As such, our firm has been able to maintain our long-standing client relationships. Our client base is comprised of a variety of different types and sizes of entities, all of which continue to broaden the experience base of our staff. Joseph M. Alu, CPA, has been providing audit and consulting services for over 30 years. Tami Bendzel-Mangan, CPA, has been providing audit and accounting services for over 15 years. Below, we highlight engagements we have completed which are similar to the Scranton Single Tax Office.

We have audited the following entities in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of The United States:

- Children's Advocacy Center NEPA (a non-profit organization)  
Contact: Mary Ann LaPorta 570-969-7313
- Emergency Medical Services of Lackawanna County (governmental entity funded by grants from the Commonwealth of PA)  
Contact: John Campos 570-655-6818
- City of Pittston Parking Authority (a municipal authority under the Commonwealth of PA)  
Contact: Joseph Moskovitz 570-654-0513
- Redevelopment Authority, The County of Lackawanna (a municipal authority under the Commonwealth of PA)  
Contact: Kevin Mitchell 570-963-6830
- Springbrook Township Sewer Authority (a municipal authority under the Commonwealth of PA)  
Contact: Cheryl Bosley 570-842-0633
- City of Carbondale, PA (a municipality in the Commonwealth of PA)  
Contact: Mayor Justin Taylor 570-282-4633

In addition, we provided audit services for the years ending December 31, 2013 and December 31, 2014 for the Scranton Single Tax Office.

### **SCOPE OF WORK & MANAGEMENT LETTER**

Joseph M. Alu and Associates PC, an independent Certified Public Accounting firm, is proposing to conduct an on-site, independent post audit of the Single Tax Office accounts, revenues and expenditures for the fiscal years December 31, 2015 and December 31, 2016.

The post audit will include an examination and auditor's opinion on the financial statements of the Scranton Single Tax Office.

In addition, the auditor's opinion will have an accompanying financial management letter, relating to the financial operations and internal control standards of the Scranton Single Tax Office and complete financial statements reflecting the fund position.

### **PERSONNEL**

Joseph M. Alu and Associates, P.C. was formed by Joseph M. Alu, a CPA registered in Pennsylvania and New York. Joseph M. Alu and Associates, P.C. brings forth over 30 plus years of financial and business experience in the areas of financial accounting (including audits of financial statements), tax planning and return preparation, and general business consulting services.

Mr. Alu graduated from the University of Scranton with a BS in Accounting and an Associates Degree in Marketing from the Pennsylvania State University. He is a member of the American Institute of Certified Public Accountants, the Pennsylvania Institute of Certified Public Accountants, and the Pennsylvania Society of Public Accountants. Mr. Alu served two terms with the Pennsylvania State Board of Accountancy, including a term as chairman. He also serves on the Regional Boards for PNC Bank and The Worthington Scranton Campus of Penn State University.

Mr. Alu's focus is on accounting and auditing financial statements for small to medium sized businesses, both commercial, government and nonprofit organizations, with a strong emphasis on review and auditing services. Mr. Alu has the combined attributes of technical competence and unwavering client service.

In addition to Joseph Alu, the audit team will consist of Tami Bendzel-Mangan, CPA who has over 15 years combined audit, accounting, and tax experience with a significant portion of experience in governmental and non-profit entities. Ms. Mangan graduated from Penn State University with a B.S. in Accounting. She is a member of the Pennsylvania Institute of Certified Public Accountants, The American Institute of Certified Public Accountants, and The Pennsylvania Society of Public Accountants. She is a certified member of the American Institute of Certified Public Accountants Personal Financial Planning (PFP) section.

Our firm is independent with respect to the Tax Office and is not in violation of any regulatory regulations. We are not involved in any litigation with the City. All staff are current with CPE requirements, including requirements related to governmental accounting and auditing.

Attached for your review is a copy of our most recent Peer Review Report.

### WORK PLAN

Our work plan pertaining to the audit is as follows:

Fiscal year 2015 - a thorough review of controls, the last audit report issued, and all documentation related to this will be completed. In addition, observation of staff during operations will be necessary to determine operations, and controls in place presently. Recommendations made in the prior audit report will be reviewed to determine their implementation. Through interviews with staff and management we will start creating our detailed audit program based on whether controls were in place and if so, were sufficient.

Fiscal year 2016 –based on prior year results, we will continue our testing of controls and financial statement accounts to ensure compliance with Governmental Auditing Standards.

There are several reasons to choose our firm to provide the services you require:

- We will go beyond the initial purpose of the service to not only independently report on historic financial and program compliance information, but continually look for opportunities and efficiencies that could enhance your operations, strengthen internal controls, and contribute to your success. Any opportunities for improvements that we identify will be communicated to you and your management team as a normal part of the engagement.
- Our goal is to provide exceptional, timely services to our clients at reasonable rates that help to contain your costs. We will always do our very best not only to meet, but to exceed your expectations.
- Throughout the servicing of your organization, we will be available as necessary and at your request, to meet with and discuss with management, Board of Directors, and funding sources the results of work we have performed. Our direct discussion and participation with the various parties has proven in the past to be beneficial in providing additional understanding and professional insight on behalf of our clients.
- Our service team will conscientiously attempt to minimize work disruptions for your personnel throughout the engagement. You can be assured that all of our personnel assigned to service your needs are highly experienced and professional, and developing a long-term relationship with you is our goal.

We are familiar with the appropriate guides and professional pronouncements regarding audits of governmental entities. We also are familiar with the subject matter of the services you require and have experience with this type of entity and with the operations of the Tax Office. Through the work we completed for fiscal year December, 31, 2014, we have recent and relevant information which will allow us to provide an efficient and effective audit.

If selected, we will begin the audit of December 31, 2015, on or about May 1, 2017. We believe a reasonable time frame for the scope of work required is one month, which will end field work on approximately June 1, 2017 for the 2015 audit.

We will begin the audit for December 31, 2016, once the report is issued for December 31, 2015, and payment for services received. The time frame for services requested will be approximately one month.

### **BID PROPOSAL**

1. 2015 – Audit Cost	<u>\$26,000.</u>
2. 2016 – Audit Cost	<u>\$26,000.</u>
Total	<u>\$52,000.</u>



# CLAUDE W. SPIRON

## Certified Public Accountant

821 Shadebrush Ridge, West Chester, Pennsylvania 19382 ♦ 610.733.7459 ♦ Fax 610.429.4649

### System Review Report

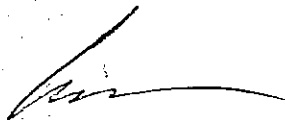
February 4, 2015

To the Owner of  
Joseph M. Alu and Associates, P.C.  
and the Peer Review Committee of the Pennsylvania Institute of CPAs

I have reviewed the system of quality control for the accounting and auditing practice of Joseph M. Alu and Associates, P.C. (the firm) in effect for the year ended September 30, 2014. My peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of my peer review, I considered reviews by regulatory entities, if applicable, in determining the nature and extent of my procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. My responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on my review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included audits of employee benefit plans.

In my opinion, the system of quality control for the accounting and auditing practice of Joseph M. Alu and Associates, P.C. in effect for the year ended September 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Joseph M. Alu and Associates, P.C. has received a peer review rating of *pass*.



Claude W. Spiron, CPA

3. **SERVICES – GENERAL:** Please provide a brief description of the services provided by your firm to the Scranton Single Tax Office, if selected;

4. **SERVICES – SPECIFIC:** Please provide a sample report that your firm developed for reporting data that would comprise a representative sample of your firm's work.

All responses must be received by 10:00 A.M. eastern time March 22, 2017. Questions should be submitted to either Roseann Novembrino, City Controller at [novembrino@scrantonpa.gov](mailto:novembrino@scrantonpa.gov) or David Bulzoni, Business Administrator at [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov). Subject line of questions and/or responses should read:

THIS PROPOSAL MUST BE RECEIVED IN THE  
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN  
10:00 a.m.  
March 22, 2017

TO THE ATTENTION OF:

Roseann Novembrino  
City Controller  
City of Scranton  
340 North Washington Avenue  
2<sup>nd</sup> Floor  
Scranton, PA 18503

NAME OF VENDOR: Joseph M. ALU & Associates, PC.

CONTACT PERSON: Joseph M. Alu, CPA.

STREET ADDRESS: 321 Spruce Street, Suite 1000

CITY/STATE/ZIP: Scranton, PA. 18503

TELEPHONE NUMBER: 570-342-0405

FAX NUMBER: 570-342-0422

EMAIL ADDRESS: JALU@ALUASSOC.S. com.

## 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 person, 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 the union or of any training program or other source of recruitment will result in the exclusion of minority group persons. So that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other Affirmative Action Employment Procedures.
- 6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of a 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 contract, 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 Purchasing.
- 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: 3-20-17

Joseph M. ALU & Associates, PC  
(Name of Bidder)

BY Joseph M. Alu, CPA

TITLE President

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania  
COUNTY OF Lackawanna

Joseph M. Alu, being first duly sworn, deposes and says that:

1) He Joseph M. Alu, CPA, President  
is (Owner, Partner, Officer, Representative, or Agent)  
of Joseph M. Alu & Associates, PC., 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 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 Bidders, 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.

NONCOLLUSION AFFIDAVIT

SIGNATURE PAGE

SIGNED [Signature]  
President  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 20th DAY OF March, 2017

[Signature]  
COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
BEVERLY J. FINNERTY, Notary Public  
City of Scranton, Lackawanna County  
My Commission Expires June 29, 2020  
(TITLE) Notary Public

MY COMMISSION EXPIRES June 29, 2020  
(DATE)

## 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-contract exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18

U.S.C.1001. DATE: 3-20-17

Joseph M. Abdul Assads, PC.  
(Name of  
Bidder)

BY Joseph M. Abu, CPA.

TITLE President



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/16/2017

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

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

PRODUCER  
C. C. Young Insurance Agy. Inc  
1331 Wyoming Ave.  
Scranton, PA 18509  
Mark D. Young

CONTACT NAME: Mark D. Young  
PHONE (A/C, No, Ext): 570-346-7021 FAX (A/C, No): 570-342-8487  
E-MAIL ADDRESS:

INSURED Joseph M. Alu & Associates P.C.  
321 Spruce Street, Suite 1000  
Scranton, PA 18503

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Twin City Fire Insurance	29459
INSURER B: Foremost Signature Insurance	
INSURER C: FOREMOST INSURANCE COMPANY	11185
INSURER D:	
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:  AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AP0308144	08/02/2016	08/02/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A			WC00024473	08/03/2016	08/03/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	PROFESSIONAL LIAB			PAS043592915	08/01/2016	08/01/2017	2,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Scranton Single Tax Office  
Unit 216  
100 The Mall at Steamtown  
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

192





DEPARTMENT OF LAW

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

RECEIVED

MAY 25 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

May 25, 2017

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 BETWEEN THE CITY OF SCRANTON AND THE SCRANTON SCHOOL DISTRICT WITH JOSEPH M. ALU AND ASSOCIATES TO PERFORM THE SCRANTON SINGLE TAX OFFICE INDEPENDENT AUDIT FOR FISCAL YEARS ENDING DECEMBER 31, 2015 AND DECEMBER 31, 2016.

Respectfully,

*Jessica L. Boyles*  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl