

AGENDA
REGULAR MEETING OF COUNCIL
June 15, 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 UPDATED TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD JUNE 21, 2017.

[Tax Assessor's Report Updated for 6-21-17.pdf](#)
 - 3.B MINUTES OF THE REGULAR MEETING OF THE MEMBERS OF SCRANTON HOUSING AUTHORITY HELD MAY 1, 2017.

[Scranton Housing Authority 5-1-17.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 – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH KUHARCHIK CONSTRUCTION FOR THE CITY OF SCRANTON TRAFFIC SIGNAL REPLACEMENT AT NORTH MAIN AVENUE AND PARKER STREET.

[Resolution-2017 Contract with Kuharchik Construction for Traffic Signal at Parker & Main.pdf](#)

- 5.C FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH WITMER PUBLIC SAFETY GROUP, INC. D/B/A/ OFFICER STORE FOR 2017 AMMUNITION FOR THE CITY OF SCRANTON POLICE DEPARTMENT.

[Resolution-2017 Contract with Witmer Public Safety for Ammunition for SPD.pdf](#)

- 5.D FOR INTRODUCTION – A RESOLUTION – APPOINTMENT OF GOPAL B. PATEL, 939 QUINCY AVENUE, SCRANTON, PA 18510 AS A MEMBER OF THE BOARD OF THE SCRANTON SEWER AUTHORITY EFFECTIVE JUNE 7, 2017. MR. PATEL WILL BE REPLACING PATRICK J. HUGHES WHO RESIGNED MAY 15, 2017. MR. PATEL WILL FILL THE UNEXPIRED TERM OF PATRICK J. HUGHES, WHOSE TERM IS SCHEDULED TO EXPIRE ON JANUARY 4, 2022.

[Resolution-2017 Appointment of Gopal P. Patel to Scranton Sewer Authority.pdf](#)

- 5.E FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO EXECUTE AND ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE CITY OF SCRANTON CLERICAL WORKERS AND LOCAL LODGE NO. 2462 AFFILIATED WITH DISTRICT 1 OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF A MEMORANDUM OF UNDERSTANDING WITH AN EFFECTIVE DATE OF JANUARY 1, 2016 AND RATIFIED BY THE MEMBERSHIP.

[Resolution-2017 Collective Bargaining Agreement with Clerical Workers.pdf](#)

- 5.F FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A SERVICE AGREEMENT BY AND BETWEEN MEDTRAK SERVICES, LLC, A MISSOURI LIMITED LIABILITY COMPANY (“MEDTRAK”) AND THE CITY OF

SCRANTON (“CLIENT”) TO PROVIDE PHARMACY BENEFIT MANAGEMENT SERVICES.

[Resolution-2017 Agreement with Medtrak for Pharmacy Benefit Management Services.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE – FILE OF THE COUNCIL NO. 104, 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.

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

- 6.B READING BY TITLE – FILE OF THE COUNCIL NO. 105, 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.

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

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION – FILE OF THE COUNCIL NO. 103, 2017 - 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.B FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION - RESOLUTION NO. 165, 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 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](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS – FOR ADOPTION - RESOLUTION NO. 166, 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.

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

8. ADJOURNMENT

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	TRACEWSKI 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		23600	
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	6600	
2:00 PM	KRENITSKY 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	ARTHUR WILLIAM & ERICA LYNN	SOUTH ABINGTON	08103040009		58000	
2:55 PM	SZYMCZYK DAVID & WENDY	THROOP	1241503000901		25900	
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	

CANCELLED

RECEIVED
JUN 08 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

**MINUTES OF THE REGULAR
MEETING OF THE MEMBERS OF
SCRANTON HOUSING AUTHORITY
MAY 1, 2017**

RECEIVED

JUN 09 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

The members of the Scranton Housing Authority met in a regular session at the office of the Authority in the City of Scranton, Pennsylvania, at 5:00 P.M. on May 1, 2017.

Pledge of Allegiance.

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

1. Roll Call.

Present

Absent

Mary Anne Sinclair
Thelma Wheeler
Mary Clare Kingsley
William J. Egan, Jr.
Terrence V. Gallagher

In addition to the board members, those in attendance were Gary P. Pelucacci, Executive Director, Karl P. Lynott, Deputy Executive Director and Ann Frye, Executive Assistant. W. Boyd Hughes, Solicitor, was not able to be in attendance.

2. Executive Session.

Mrs. Sinclair: Executive Session.

Mr. Pelucacci: Personnel issues were discussed at the Executive Session.

Mrs. Sinclair: Thank you.

3.(a) Approval of the minutes of the Regular Meeting held April 3, 2017.

Mrs. Sinclair: Approval of the minutes of the regular meeting held April 3, 2017.

Ms. Kingsley: So moved.

Mr. Egan: Second

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

AYES	NAYS
Mary Anne Sinclair	None
Thelma Wheeler	
Mary Clare Kingsley	
William J. Egan, Jr.	
Terrence V. Gallagher	

4. Treasurer's Report for the period March 30, 2017 to April 26, 2017.

Mrs. Sinclair: Treasurer's Report for the period March 30, 2017 to April 26, 2017.

Mr. Egan: This report is as of April 26, 2017. The balances in our checking accounts are \$2,840,300.29. The Section 8 NRA Fund has a balance of \$1,553.62. This savings account is required by HUD to deposit excess HAP funds not used by the Authority. The payroll account will now be listed as the bank is requiring the account to have on deposit the amount of the direct deposit funds two days prior to the disbursement of the funds. Thus, the SHA will keep at minimum at least \$75,000 on deposit in the payroll account. Investments made in Certificates of Deposits amounted to \$4,598,710.05. Petty Cash totaled \$300.00, for a grand total of \$7,440,863.96. Paid bills from March 30, 2017 to April 26, 2017 were forwarded to all board members. If there are no questions, a motion should be made for approval of this report.

Mr. Gallagher: So moved.

Ms. Kingsley: Second.

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

AYES

NAYS

Mary Anne Sinclair
Thelma Wheeler
Mary Clare Kingsley
William J. Egan, Jr.
Terrence V. Gallagher

None

5. Secretary's Report.

Mrs. Sinclair: Secretary's Report.

Mr. Gallagher: Madame Chairperson, there was no correspondence received this past month.

Mrs. Sinclair: Thank you.

6. Committee Reports.

6.(a) Chairman Report.

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

6. (b) Executive Director Report.

Mr. Pelucacci: Yes, Madame Chairman. Under our Utility Report for the month of March, 2017 our total utility cost was \$191,058.98 and for the month of April, 2017 our total utility cost was \$220,379.41.

On our Tenant's Accounts Receivable Report, for the month of February, 2017 we had a total of 212 delinquents totaling \$134,312.26; for the month of March, 2017 we had 270 delinquents totaling \$126,847.80 and for the month of April, 2017 we had 248 delinquents totaling \$115,668.79.

On our Construction Report Madame Chairman, work has been progressing smoothly on the comprehensive renovations of Buildings 3 and 16 at Valley View Terrace. Both buildings should be complete within the next month.

That is all I have, Madame Chairman.

Mrs. Sinclair: Thank you. Solicitor's Report.

6.(c) Solicitor Report.

Mr. Lynott: The Solicitor is not present, but we did discuss personnel and litigation matters.

Mrs. Sinclair: Thank you. Apartment Report.

6.(d) Apartments.

Mr. Pelucacci: Yes, Madame Chairman. Under our Public Housing Program, we have an A.C.C. of 1,269 units with 1,218 units under effective lease. There are Fifty-One (51) vacant apartments in which Twenty-Four (24) vacant units are under modernization at Valley View Terrace. Under our Section 8 Housing Choice Voucher Program, we have an A.C.C. of 1050 units with 870 units under effective lease. Total apartments under effective lease by the Scranton Housing Authority as of April 30, 2017, are 2,088 out of an A.C.C. of 2,319.

That concludes the Apartment Report, Madam Chairman.

Mrs. Sinclair: Any unfinished business?

7. Unfinished Business.

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

Mrs. Sinclair: New Business.

8. New Business.

8.(a) Resolution No. 17-10 – Approval for the Disposal of Excess Equipment.

Mr. Pelucacci: Madame Chairman, Item 8(a) is Resolution No. 17-10 which is for the approval to dispose excess equipment.

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

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

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

It would be my recommendation that the Board of Commissioners pass Resolution No. 17-10.

Mr. Egan: So moved.

Ms. Kingsley: Second.

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

AYES

NAYS

Mary Anne Sinclair
Thelma Wheeler
Mary Clare Kingsley
William J. Egan, Jr.
Terrence V. Gallagher

None

Mrs. Sinclair: Reorganization, Mr. Pelucacci.

8.(b) Reorganization.

Mr. Pelucacci: Yes, Madame Chairman, Item 8.(b) is for Reorganization.

Mr. Egan: Madame Chair, I believe it is the belief of the members of this Board that we will maintain the current offices that we hold. I would like to have a motion to do so.

Ms. Kingsley: So moved.

Mr. Gallagher: Second.

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

AYES	NAYS
Mary Anne Sinclair	None
Thelma Wheeler	
Mary Clare Kingsley	
William J. Egan, Jr.	
Terrence V. Gallagher	

Mrs. Sinclair: Personnel.

9. Personnel.

Mr. Pelucacci: Yes, Madam Chairman, under personnel, we have no resignations and no retirements. Under workers compensation:

Robert Griffiths has been off since July 7, 2016. Ryan O'Hora has been off since November 9, 2016.

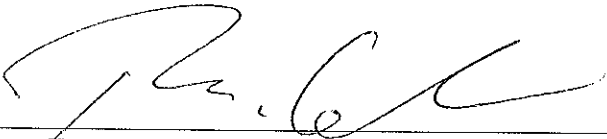
That concludes the Personnel Report, Madam Chairman.

10. Public Comment.

No Public Comment.

11. Adjournment.

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



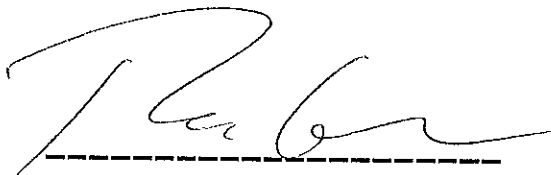
Terrence V. Gallagher, Secretary

Certificate

I, Terrence V. Gallagher, hereby certify that:

1. I am the duly appointed, qualified and acting Secretary of the Scranton Housing Authority.
2. I am custodian of the records of said Authority.
3. The attached copy of the Minutes of the Regular Meeting of said Authority held May 1, 2017 is a true and correct copy of the original Minutes of said meeting, as approved at the meeting of said Authority on June 5, 2017 and is recorded in the Minutes of the Authority.

In Witness Whereof, I have hereunto set my hand and the corporate seal of this Authority this 5th DAY of JUNE, 2017.



Terrence V. Gallagher
Secretary

RESOLUTION NO. _____

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS
TO EXECUTE AND ENTER INTO A CONTRACT WITH KUHARCHIK
CONSTRUCTION FOR THE CITY OF SCRANTON TRAFFIC SIGNAL
REPLACEMENT AT NORTH MAIN AVENUE AND PARKER STREET.**

WHEREAS, a request for Proposal was advertised for the City of Scranton Traffic Signal Replacement at North Main Avenue and Parker Street, 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 Kuharchik Construction for the reasons provided in the Memo attached hereto from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Kuharchik Construction for the City of Scranton Traffic Signal Replacement at North Main Avenue and Parker Street.

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

KUHARCHIK CONSTRUCTION, INC.
420 SCHOOLEY AVENUE
EXETER, PA. 18643
PHONE NO. (570) 654-3391

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 Replacement of the Traffic Signal at North Main Avenue and Parker Street in the City of Scranton. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

CITY OF SCRANTON
TRAFFIC SIGNAL REPLACEMENT AT
NORTH MAIN AVENUE AND PARKER STREET
PER THE ATTACHED BID PROPOSAL
AND SCRANTON'S SPECIFICATIONS
TOTAL BID PRICE OF \$324,842.00

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 Kuharchik Construction, Inc. dated December 5, 2016 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	\$ 750,000
Comprehensive Automobile Liability:	
Bodily Injury	\$ 300,000 each person \$ 500,000 each occurrence
Property Damage	\$ 500,000 each occurrence

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

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

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

ARTICLE VI: TERMINATION OF CONTRACT

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

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

KUHARCHIK CONSTRUCTION, INC.

BY:

TITLE: _____

DATE: _____

BUSINESS ADMINISTRATION

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



SCRANTON

June 1, 2017

Memo

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

From: David Bulzoni, Business Administrator

Re: **Construction Bid for Traffic Signal Replacement Project
Parker Street – Main Avenue**

All,

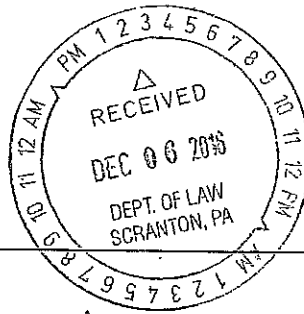
The City received a single bid proposal for the traffic signal replacement project at Parker Street and Main Avenue. The project is supported by a \$75,000 ARLE grant. The remaining cost of the project will be paid from the City's annual liquid fuels allocation. The proposal has been reviewed by the project engineer, Reilly and Associates and complies with the bid requirements. The cost of the bid is approximately 16% higher than estimated but within acceptable parameters and was the single bid received for the project.

The bid was submitted by Kuharchik Construction of Exeter, Pennsylvania. The amount of the bid was \$324,842.

The Office of the Business Administrator recommends the approval of the proposal Kuharchik Construction and the subsequent contract with the firm.

Department of Business Administration

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



SCRANTON

December 5, 2016

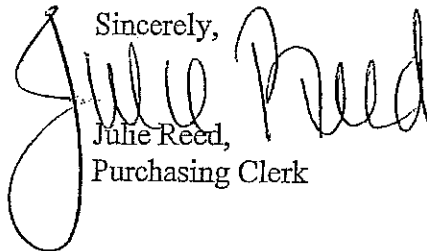
Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

Dear Mr. Bulzoni,

This is to inform you that proposals were opened Monday, December 5, 2016 in Council chambers for the **City Of Scranton Traffic Signal Replacement at North Main Avenue and Parker Street**. Attached is a copy of the proposal submitted by the following company:

Kuharchick Construction

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

Encls.

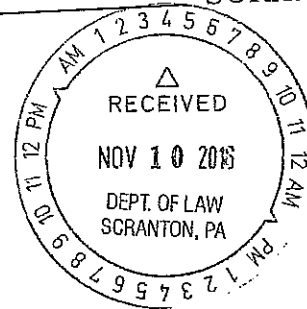
CC: Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mr. Jason Shrive, City Solicitor
File

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



SCRANTON

November 10, 2016



Mr. 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, December 5, 2016 at 10:00 A.M. for the following:

**City of Scranton
Traffic Signal Replacement at
North Main Avenue and Parker Street**

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. Rebecca McMullen, Financial Manager
Mrs. Lori Reed, City Clerk
✓Mr. Jason Shrive, City Solicitor
File

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED BIDS WILL BE RECEIVED BY THE CITY OF SCRANTON OFFICE OF THE CITY CONTROLLER, IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503, UNTIL 10:00 A.M. ON MONDAY DECEMBER 5, 2016 AT WHICH TIME THEY WILL BE READ ALOUD IN CITY COUNCIL CHAMBERS, 2ND FLOOR, CITY HALL BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

**CITY OF SCRANTON
TRAFFIC SIGNAL REPLACEMENT AT
NORTH MAIN AVENUE AND PARKER STREET
AS PER SPECIFICATIONS**

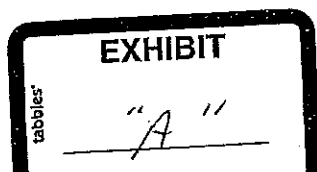
ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, 4TH FLOOR, CITY HALL. ALL PROPOSALS MUST BE SUBMITTED ON FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

A MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, NOVEMBER 22, 2016 AT 10:00 AM IN THE GOVERNOR'S ROOM, SCRANTON CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503 FOR THE PURPOSE OF REVIEWING THE PROJECT AND RECEIVING DIRECTIONS. ALL BIDDERS ARE REQUIRED TO ATTEND TO REVIEW THE SCOPE OF WORK AND SCHEDULE REQUIREMENTS FOR THE PROJECT. ONLY BID FORMS FROM THE VENDORS ATTENDING THE MANDATORY PRE-BID MEETING WILL BE CONSIDERED.

EACH BIDDER SHALL ENCLOSE A CASHIER'S CHECK, OR CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF 10% OF THE BASE BID, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. PROPOSALS MUST BE TYPEWRITTEN OR WRITTEN LEGIBLY IN BLACK INK. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITHIN TEN (10) DAYS OF THE NOTIFICATION OF AWARD, SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF 100% OF THE TOTAL BID AS A GUARANTEE TO FURNISH SERVICES AS SPECIFIED. THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OF ANY BID SUBMITTED.

ENVELOPES CONTAINING BIDS MUST BE PLAINLY MARKED OUTSIDE SPECIFYING MATERIAL CONTAINED IN BID, AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503, SO AS TO ARRIVE AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI
BUSINESS ADMINISTRATOR



SPECIAL INSTRUCTIONS TO BIDDERS

1. OWNER: City of Scranton

2. PROJECT: REPLACEMENT OF TRAFFIC SIGNAL AT NORTH MAIN AVENUE AND PARKER STREET

This work includes, but is not limited to, installation of new traffic signal equipment, removal of the existing traffic signal equipment, handicapped curb ramps consisting of concrete curb and sidewalk, traffic signs, line striping, widening of existing bituminous roadway with bituminous curb, drainage adjustments, utility adjustments, maintenance and protection of traffic during construction and related work. The adjustment of any utility valves and manholes shall be included in the cost of the items listed.

3. ADDITIONAL INSTRUCTIONS:

All work and materials shall be in accordance with Pennsylvania Department of Transportation Publication 408 specification, latest edition, unless herein supplemented, Publication 72M Roadway Construction (RC), latest edition, Publication 111 Traffic Control Pavement Markings & Signing Standards-TC 8600 & 8700, latest edition, and Publication 148 Traffic Standards Signals-TC 8800, latest edition.

All Contractors shall be PennDOT pre-qualified.

Periodic inspections of the work, while in progress, and final inspection upon completion, will be made by the Engineer and Owner.

Lines and grades, where necessary, will be set by the Contractor and, if necessary, checked by an Engineer in the field. This includes all survey work necessary for construction of the project.

All materials including, but not limited to, signal equipment, signs, concrete, asphalt, and aggregate shall be supplied from Pennsylvania Department of Transportation approved sources or suppliers. In lieu of this, certified test results from a reputable testing agency indicating that the material meets all the Pennsylvania Department of Transportation Specification will be required. Any such testing will be at the expense of the Contractor.

The Contractor shall be responsible for all utility adjustments including but not limited to the bricking of any manhole rims and utility valves at no additional cost to the Owner. Riser rings are not permitted as a part of this contract. The Contractor shall ensure that all utility facilities are at the proper elevations after final concrete sidewalks or wearing course in the pavement widening area is placed.

All curb, manholes, and valves are to be sealed the day of placement of the final wearing course. As per a request by UGI, the Contractor is not to seal any gas valves as a part of this contract. The Contractor is responsible to verify sealing with the utilities.

The Contractor shall be required to contact all affected Utility companies to verify whether the Contractor or the Utility will be performing the valve adjustments.

The Contractor shall be responsible for the replacement and/or repair of all roads or other existing conditions damaged as a result of their work.

The Contractor shall ensure that the traffic signals are operating properly upon completion of work.

The Contractor shall keep the existing signal system operational until the new traffic signal system is set to "stop & go" operations.

No inspector's field office will be required.

All bids shall be made upon forms supplied by the Engineer. The bids must be typewritten or printed legibly in ink.

The Contractor shall provide TWO (2) copies of all required certifications to the Engineer sufficiently in advance of the construction to afford ample time for review and approval.

The Contractor shall contact Dennis Gallagher - City of Scranton at (570) 348-4180 before starting work, to coordinate any concerns regarding the construction.

Disposal of excess material and stakeout work shall be considered incidental to construction and included within the other items bid.

Any excess excavation at the end of the job shall be removed from the site and disposed of in an approved manner at no additional cost.

The Owner reserves the right at its option to waive any informalities, irregularities, defect, errors, or omissions, in any or all proposals and to reject any or all proposal.

There will be NO asphalt price adjustments for escalation costs.

The Contractor is responsible to protect all concrete work until it has properly cured. If concrete is defective or vandalized the Contractor is responsible to replace damaged areas to nearest construction joint at no additional cost to the Owner.

The Contractor is to sawcut a clean and neat line at ALL roadway, sidewalk and driveway tie-in locations minimum of 1 foot maximum of 3 feet or as directed by Engineer.

The Contractor will insure positive flow of drainage so that no ponding of stormwater shall occur. All dimensions and existing conditions shall be checked and verified by the Contractor in the field, prior to beginning of construction.

The Contractor shall obtain necessary permits and comply with requirements and regulations of agencies having jurisdiction. The City has obtained a Traffic Signal Permit from PENNDOT.

The Contractor shall be responsible for all maintenance and protection of traffic and job safety. The Contractor shall maintain access to all driveways located within the job site at all times or shall coordinate with the property owners in advance of a time when a driveway will be inaccessible. The Contractor will be responsible for providing appropriate signing and flagging operations during construction. The Contractor will also be responsible for informing residence or businesses of the work to take place and any parking restrictions that will be required. The Contractor shall provide appropriate "No Parking" signing as required.

Information regarding the size, depth and location of existing underground structures, pipes and conduits are taken from field information and mapping provided by respective utilities, and as such are approximate. Actual locations, sizes and depths shall be determined by contacting the "Pennsylvania One Call" number and by excavation of test pits prior to the start of construction.

Prior to construction, consult with local officials and utility companies to determine the location of facilities within the project limits. The Contractor is required to contact the PA One Call system a minimum of 3 Days prior to the start of work.

All utilities damaged or destroyed shall be brought to the attention of the specific utility. All cost incurred to fix or replace the utility shall be borne by the Contractor.

Any structure that will be disturbed by construction, and not indicated on the plans to be removed, shall be removed and reset at no additional cost to the owner.

Any backfill shall be compacted to at least a 95% of modified proctor maximum density unless indicated otherwise.

All required clearing and grubbing of vegetation and seeding and mulching is considered incidental to this contract.

Excavation and backfill of any type required to complete the work is considered incidental to this contract.

Removal of all conflicting pavement markings is incidental to this contract.

The Contractor is responsible to prevent sediment laden runoff from leaving the construction site. Any required erosion and sediment pollution control required for the project is considered incidental to this contract.

The Contractor will provide positive drainage with profile grading of gutter line in areas of poor drainage to the maximum extent feasible.

TECHNICAL SPECIFICATIONS

All work will conform to the Pennsylvania Department of Transportation Specifications, Publication 408, latest edition, in addition to other instructions in the Contract Documents.

The following is a list of the applicable Sections in the above Publication 408:

- Section 203 – Class 1, 1A, and 1B Excavation
- Section 204 – Class 2, Class 3, and Class 4 Excavation
- Section 210 – Subgrade
- Section 311 – Superpave Asphalt Mixture Design, Standard Construction, WMA Base Course
- Section 350 – Subbase
- Section 411 – Superpave Mixture Design, Standard and RPS Construction of Plant-Mixed WMA Courses
- Section 601 – Pipe Culverts
- Section 605 – Endwalls, Inlets, Manholes, and Spring Boxees
- Section 606 – Grade Adjustment of Miscellaneous Structures
- Section 608 – Mobilization
- Section 630 – Plain Cement Concrete Curb
- Section 636 – Bituminous Curb
- Section 676 – Cement Concrete Sidewalk
- Section 695 – Detectable Warning Surface
- Section 901 – Maintenance and Protection of Traffic During Construction
- Section 910 – Highway Lighting
- Section 931 – Post Mounted Signs, Type B
- Section 935 – Post Mounted Signs, Type F
- Section 951 – Traffic Signal Supports
- Section 952 – Controller Assembly
- Section 954 – Electrical Distribution
- Section 955 – Signal Heads
- Section 956 – Detectors
- Section 960 – Hot Thermoplastic Pavement Markings

SPECIAL PROVISIONS

ITEM 4630-0010 – PLAIN CEMENT CONCRETE CURB, INCLUDING REMOVAL OF EXISTING CURB, MODIFIED

Description – Section 630.1

Material – Section 630.2

Construction – Section 630.3, add the following:

Adjust curb reveal height as indicated on the Drawings. Contractor to field verify proposed heights during construction.

Measurement and Payment –

Section 630.4, except that excavation as required to place curb is incidental to this item.

ITEM 4676-0001 – CEMENT CONCRETE SIDEWALK MODIFIED

Description – Section 676.1

Material – Section 676.2, add the following:

- Antispall compound – water based acrylic curing and sealing compound shall be a non-yellowing, clear, acrylic curing and sealing compound meeting the following requirements:
 - ASTM C 309, Type 1, Class B
 - AASHTO M 148, Type 1, Class B
 - ASTM C 1315, Class A, Section 6.4.1 – non-yellowing
 - ASTM C 1315, Section 6.6 – exceed 50 MPa (70 psi) adhesion requirements

Construction – Section 676.3, add the following:

- Antispall compound
 - SURFACE PREPARATION
 - A. Protect adjacent surfaces not designated to receive curing and sealing compound.
 - B. Clean and prepare surfaces to receive curing and sealing compound in accordance with manufacturer's instructions.
 - C. Ensure concrete surface is clean and dry, with all stains, oil, grease, dust, and dirt removed.
 - D. Concrete surface water should be dissipated when used on new concrete.
 - E. Concrete surfaces should not be marred by walking workers.
 - APPLICATION
 - A. Apply curing and sealing compound in accordance with manufacturer's instructions.
 - B. Ensure product is mixed for optimum performance. Avoid aggressive mixing as foaming may occur.
 - C. Use an industrial sprayer with a 5916 tip that produces a flow rate of 1/10 of one gallon per minute under 0.276 MPa (40 psi) of pressure.
 - D. Spray on in a fine, fog pattern, without spurts and dribbles, to form a thin, continuous film.
 - E. Alternatively apply using a lint-free roller or lamb's wool roller.

- F. Avoid puddling in low areas.
- o PROTECTION
 - A. Restrict foot traffic for at least four hours; 12 hours is preferable.

Measurement and Payment –
Section 676.4 except that excavation as required for sidewalk is incidental to this item, including any over-excavation (Class 1A).

ITEM 4952-1040 – NEMA TS-2; TYPE 2 CONTROLLER ASSEMBLY, TYPE 1 MOUNTING

Description – Section 952.1

Material – Section 952.2, and as follows:

Controller to be as manufactured by Eagle/Siemens, or approved equal, and must be compatible with existing City equipment.

Construction – Section 952.3, add the following:

The manufacturer's representative is to be on site during installation and testing.

Measurement and Payment – 952.4

ITEM 4956-0700 – VIDEO DETECTOR

Description – Section 956.1

Material – Section 956.2, and as follows:

Detectors are to be as manufactured by Iteris, or approved equal, and must be compatible with existing City equipment.

Construction – Section 956.3

Measurement and Payment – Section 956.4

ITEM 4956-0801 – OPTICAL PREEMPTION SYSTEM

Description – Section 956.1

Material – Section 956.2, and as follows:

Preemption System to be as manufactured by Tomar, or approved equal, and must be compatible with existing City equipment.

Construction – Section 956.3

Measurement and Payment – Section 956.4

ITEM 4956-0771 – RADAR DETECTION SYSTEM MODIFIED

Description –
Section 956.1

Material –
Section 956.2, Revise Section 1104.07(b) by adding:

The system is to be non-intrusive and is to detect vehicles at a minimum of 6' from the sensor. The system is to provide real-time presence data for intersection control. Sensor is to cover multiple lanes per approach and track vehicles entering the intersection. The detection system is to include the following features and capabilities.

The system is to provide accurate pulse-detection of moving vehicles. The sensor is to be mounted in a forward fire or side-fire position, looking at either approaching or departing traffic and is to only detect vehicles in one direction of travel. Each detector is to be capable of providing system detectors for the approach. It is to maintain accurate performance in all weather conditions and is to be tested to meet NEMA TS2 environmental standards.

The system is to include simple setup routine that can provide for automatic or manual configuration of lanes, stop bars and detection zones. The sensor is to also be capable of being programmed and updated from a laptop computer or other portable programming device such as a personal digital assistant (PDA). Software is to be provided. The graphical user interface is to operate on a Windows platform.

Furnish Radar Detection System for pulse detection as shown on the traffic signal plans. Deviations from the approved signal plans must be approved by the District Traffic Unit. The sensor is to be mounted directly to a pole or mast arm as recommended by the manufacturer. Cable is to be provided as required and recommended by the manufacturer.

Surge protection devices as recommended by the manufacturer are to be included both at the pole where the sensor is located to protect the sensor and in the traffic cabinet to protect the cabinet electronics.

Power is to be provided from the traffic cabinet. The sensor is to consume less than 10 watts and operate from a DC input between 7 VDC and 32 VDC. Complete and automatic recovery from a power failure is to be within 15 seconds after resumption of normal power.

All required inputs and cards are to be included in the traffic signal cabinet and is to be compatible with 170, 2070, NEMA TS1 and NEMA TS2 detector racks. The cards are to provide true pulse detector calls or contact closure to the traffic controller.

Detection shall be as manufactured by Iteris, or approved equal, and must be compatible with existing City equipment.

Construction –
Section 956.3, add the following:

The manufacturer's representative is to be on site during installation and testing.

Measurement and Payment – Each
Complete and operational. Include all equipment, hardware, testing, wiring, modification of the controller assembly at the location and material needed for functional pulse detection.

ITEM 9000-0001- PAVEMENT RESTORATION

Description – This work is the sawcutting of bituminous and concrete pavement of any depth, excavation as required, and installation of bituminous base repair as indicated on the Contract Drawing.

Material – As follows:

- Superpave Base Course – Section 311.2
- Subbase – Section 350.2
- Superpave Wearing and Binder Courses – Section 411.2

Construction – Contractor is to sawcut existing pavement to neat lines at a depth that allows all existing pavement layers to be cut in a location as indicated on the Contract Drawings. Excavate areas for base repair as required and prepare subgrade in accordance with Section 210.3. Install subbase and bituminous layers as indicated on the Contract Drawings and in accordance with Sections 311.3, 350.3 and 411.3. Provide tack coat between all layers of bituminous material. Seal all vertical edges between proposed pavements with curb or existing pavements with a PG 64-22 seal (except at curb ramp locations). Seal over the top layer between proposed and existing pavements or curb with a 12 inch wide seal of PG 64-22.

Measurement and Payment -- Square Yard. Complete and in place including, but not limited to, sawcutting, excavation, subgrade preparation, subbase, bituminous base course, binder course, wearing course, tack coat and sealing.

ITEM 9000-0002 – INLET REPLACEMENT COMPLETE AND IN PLACE INCLUDING MANHOLE

Description –

This work includes the installation of a new inlet and trap, removal of an existing inlet and manhole inlet structures, a pipe connection to an existing manhole inlet structure and grade adjustment of the existing manhole inlet structure to remain.

Material –

Sections 601.2, 605.2, 606.2 and 607.2 and as follows:

Inlet Traps -- Inlets shall be provided with traps for the purpose of creating a water seal against escaping sewer gases. Traps shall be Neenah Foundry Catch Basin Trap Model R-3701, or approved equal.

Construction –

Sections 601.3, 605.3, 606.3, 607.3 and as follows:

Coordinate work with the Scranton Sewer Authority prior to removing any structures.

Remove existing inlet and manhole structures as indicated on the contract drawings. Also remove manhole top from storm inlet structure to remain. Install new inlet structure and connect to existing storm inlet structure to remain with 15-inch Thermoplastic Pipe, Group III. Backfill all remaining voids with 2A stone.

Install inlet with inlet trap if required as indicated on the Drawings.

Grade adjust storm inlet structure to remain so that manhole top is flush with proposed concrete surface.
Replace manhole lid with an ADA compliant lid if required.

Measurement and Payment -- Each.

Includes all labor and materials to remove existing structures, new inlet boxes, inlet top units, frames and grates, grade adjustment rings, manhole lid, pipe, backfill and any other items required to make a complete and functional storm system.

ITEM 9000-0003 -- REMOVE STEEL POLE

Description --

This work is the relocation of the existing bus stop sign onto a Type B Post and the removal of the existing steel pole located on the southeast corner of the intersection adjacent to PPL Pole 57685-N47142.

Material --

Section 931.2.

Construction --

Sections 931.3 and as follows:

Prior to removing the steel pole, remove the existing bus stop sign and mount on a Type B Post.
Coordinate with the City of Scranton and County of Lackawanna Transit System on new location of sign.

Remove the existing steel pole and foundation a minimum of 1-foot below grade. Backfill void with suitable backfill.

Measurement and Payment -- Each. Includes labor and material required to relocate bus stop sign and removal of the steel pole.

ITEM 9000-0004 -- RELOCATION AND REMOVAL OF EXISTING TRAFFIC SIGNAL SYSTEM

Description --

This work is the temporary relocation of the existing traffic signal system onto a utility pole to be relocated by PPL and a temporary wooden pole to be supplied by the Contractor. Also included is the removal of the existing signal system after the new traffic signal system is operational (stop and go operations).

Material --

Section 952.2 and 955.2

Construction --

Sections 952.3 and 955.3 and as follows:

Coordinate with PPL on new pole location. Install temporary wooden signal pole on opposite corner. Relocate existing traffic signal system off of the existing PPL and Verizon poles. Install the existing signal system onto the temporary wooden pole and temporarily band onto the relocated PPL pole. Coordinate with PPL on relocation of electrical service disconnect. Be sure existing signal heads are as close to their existing locations as possible and that signal system is functioning per the existing conditions.

PPL and Verizon will then remove their respective utility poles.

When the new traffic signal system is complete and in stop and go operation, disconnect the electrical service to the existing signal controller and remove all existing traffic signal equipment and temporary wooden pole. Contractor will properly dispose of the existing signal equipment. Contractor to also repair any sidewalk area damaged by the temporary wooden signal pole and the removed Verizon pole.

Measurement and Payment – Lump sum. Includes all equipment necessary for temporary relocation and removal and disposal of existing traffic signal equipment and sidewalk repair. Coordination with the respective utility companies is also included.

ITEM 9000-0005 – SIGNAL AND LIGHTING CABLE, AS REQUIRED

Description – Sections 910.1 and 954.1

Material – Sections 910.2 and 954.2

Construction – Sections 910.3 and 954.3

Measurement and Payment – Lump Sum. Contractor to provide all materials and labor to install signal and lighting cable and wire as required for a complete and operational traffic signal system and overhead street lights.

ITEM 9000-0006 – SCRANTON CITY POLICE ASSISTANCE

Description – The Scranton City Police will be available to provide police presence during construction on an as-needed basis.

Material – None

Construction – The Contractor may request the presence of Scranton City Police during construction on an as-needed basis. The Contractor shall provide a construction schedule to the City Police. The Contractor shall provide the police with adequate notice of requested times (minimum 24 hours).

Measurement and Payment – Dollar. The contract will have a unit measure of Dollar, a unit price of \$1.00, and a quantity equal to the predetermined amount. The Owner will pay the Contractor only for actual time that police are present at the City Police's nominal rates up to the predetermined dollar amount. The City Police will provide invoices to the Contractor which must be provided to the Owner as justification for payment.

ITEM 9676-0002 – REINFORCED CEMENT CONCRETE SIDEWALK

Description –
This work is the construction of reinforced cement concrete sidewalk as indicated on the Drawings.

Material –
Section 676.2 and as follows:

Class AA Cement Concrete – Section 704

Reinforcement - Section 709.3 and 709.4

- Antispall compound – water based acrylic curing and sealing compound shall be a non-yellowing, clear, acrylic curing and sealing compound meeting the following requirements:
 - ASTM C 309, Type 1, Class B
 - AASHTO M 148, Type 1, Class B
 - ASTM C 1315, Class A, Section 6.4.1 – non-yellowing
 - ASTM C 1315, Section 6.6 – exceed 50 MPa (70 psi) adhesion requirements

Construction –

Section 676.3, as indicated on the Drawings, and as follows:

- Antispall compound
 - SURFACE PREPARATION
 - A. Protect adjacent surfaces not designated to receive curing and sealing compound.
 - B. Clean and prepare surfaces to receive curing and sealing compound in accordance with manufacturer's instructions.
 - C. Ensure concrete surface is clean and dry, with all stains, oil, grease, dust, and dirt removed.
 - D. Concrete surface water should be dissipated when used on new concrete.
 - E. Concrete surfaces should not be marred by walking workers.
 - APPLICATION
 - A. Apply curing and sealing compound in accordance with manufacturer's instructions.
 - B. Ensure product is mixed for optimum performance. Avoid aggressive mixing as foaming may occur.
 - C. Use an industrial sprayer with a 5916 tip that produces a flow rate of 1/10 of one gallon per minute under 0.276 MPa (40 psi) of pressure.
 - D. Spray on in a fine, fog pattern, without spurts and dribbles, to form a thin, continuous film.
 - E. Alternatively apply using a lint-free roller or lamb's wool roller.
 - F. Avoid puddling in low areas.
 - PROTECTION
 - A. Restrict foot traffic for at least four hours; 12 hours is preferable.

Measurement and Payment –

Section 676.4 except that excavation as required for sidewalk is incidental to this item, including any over-excavation (Class 1A).

Pennsylvania One Call System



CALL BEFORE YOU DIG
PENNSYLVANIA ONE CALL SYSTEM, INC.
1-800-242-1776



Know what's below.
Call before you dig.

www.paonecall.org

INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

The Specification Manuals are not to be detached, filled out, or executed. Separate copies of Bid Forms are furnished for the submission of Bids. These forms include the following:

- a. Bid Form
- b. Unit Price Sheet (if applicable)
- c. Bid Bond
- d. Bid Proposal
- e. Statement of Bidder's Qualifications
- f. Non-Collusion Affidavit of Prime Bidder
- g. Certification of Non Segregated Facilities
- h. Certification of Bidder Regarding Equal Employment Opportunity

2. INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the OWNER. Any inquiry received seven (7) or fewer days prior to the date fixed for opening of Bids will not be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the OWNER and the office of the Engineer at least one (1) day before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the OWNER will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested.

5. BIDS

a. All Bids must be submitted on forms supplied by the OWNER and shall be subject to all requirements of the Contract Documents and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. The following documents shall be enclosed in envelopes, outer and inner, both of which shall be sealed and clearly labeled with the project name, name of Bidder, and the date and the time of bid opening in order to guard against premature opening of the bid:

1. Bid Form
2. Unit Price Sheet (if applicable)
3. Bid Bond
4. Bid Proposal
5. Statement of Bidder's Qualifications
6. Non-Collusion Affidavit of Prime Bidder
7. Certification of Non Segregated Facilities
8. Certification of Bidder Regarding Equal Employment Opportunity

c. The OWNER may consider irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

d. If the Contract is awarded, it will be awarded by the OWNER to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.

- e. Each Bidder shall include in his Bid the following information:
- Name of Firm
 - Names of Principals
 - Firm's Address, including City, State and Zip Code
 - Firm's Telephone Number/Facsimile Number
 - Firm's Federal Identification Number

6. BID GUARANTY

a. The Bid must be accompanied by a Bid Guaranty which shall not be less than ten percent (10%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a Certified Check, Cashier's Check, or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified Check, Cashier's Check, or Bank Draft must be payable to the OWNER. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Agreement and the furnishings of the Surety Bond or Bonds by the successful Bidder, all as required by the Contract Documents.

b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise the Bid will not be considered.

c. Certified Checks, Cashier's Checks, or Bid Bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

7. COLLUSIVE AGREEMENTS

a. Each Bidder submitting a Bid to the OWNER for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any Bid submitted.

b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103 - Subcontracts.

8. TIME FOR RECEIVING BIDS

a. Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered, except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the OWNER that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

9. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the OWNER will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

10. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

11. AWARD OF CONTRACT: REJECTION OF BIDS

a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The OWNER, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

b. The OWNER reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

12. EXECUTION OF AGREEMENT: PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS, AND CONSENT OF SURETY COMPANY TO FINAL PAYMENT

a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the OWNER an Agreement in the form included in the Contract Documents in such number of copies as the OWNER may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a." above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or Surety Company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570. In addition, the successful Bidder shall, within the period specified in paragraph "a." above, furnish a Maintenance Bond in a penal sum not less than ten percent (10%) of the amount of the Contract as awarded. Said bond shall be solely to guarantee the project free from defects caused by faulty workmanship and materials for a period of two (2) years, general wear and tear excepted. Also, the successful Bidder shall furnish Consent of Surety Company to Final Payment solely for the Surety Company to approve final payment to the successful Bidder, and guarantee that final payment to the successful Bidder shall not relieve the Surety Company of any of its obligations to the OWNER.

c. The failure of the successful Bidder to execute such Agreement and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the OWNER may grant, based upon reasons determined sufficient by the OWNER may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus done exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the OWNER for a refund.

13. INSURANCE

a. The Bidder must submit a Workers Compensation Insurance Certificate evidencing that the policy is in force. The policy must remain in force until project completion. The policy must remain in force until project completion; should the policies expire, copies of the new insurance certificate will be forwarded to the OWNER as soon as they are received.

b. The Bidder must carry Comprehensive Commercial General Public Liability Insurance, including blanket contractual, broad form property damage, personal injury, owners and contractors protective liability, products liability and completed operations coverage, and Umbrella/Excess Liability Insurance in the sum of not less than One Million Dollars (\$1,000,000.00) each, naming the OWNER as an additional insured, and shall provide the OWNER with a Comprehensive Commercial General Public Liability Insurance and Umbrella/Excess Liability Insurance certificate evidencing that the policies are in force. The policies must remain in force until project completion; should the policies expire, copies of the new insurance certificates will be forwarded to the OWNER as soon as they are received.

c. The rates of pay set forth under State Prevailing Wage Rates are the minimum to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

14. WAGES AND SALARIES

a. Attention of Bidders is particularly called to the requirement concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. (See State Prevailing Wage Rates)

b. The rates of pay set forth under State Prevailing Wage Rates the minimum to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

15. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, sex, color, national origin, or religion.

16. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

For contracts in excess of \$100,000.00, attention of Bidders is particularly called to special requirements regarding employment of lower income residents of, and utilization of businesses in the locality where the work is to be done.

Attention of Bidders is particularly called to the necessity of complying with all Federal, State and Local laws and regulations including but not limited to the following: Act 247-1972; Act 287-1974; Federal Occupational Safety and Health Act of 1970.

CITY OF SCRANTON

TRAFFIC SIGNAL REPLACEMENT AT NORTH MAIN AVENUE AND PARKER STREET
CITY OF SCRANTON, LACKAWANNA COUNTY, PA

BID FORM

NAME:

ADDRESS:

PHONE #:

FAX#:

FEDERAL I.D. #:

PRINCIPALS:

DATE:

PROJECT:

ENCLOSED IS:

- () BID BOND, CERTIFIED CHECK, OR CASHIERS CHECK
AND
() WORKER'S COMPENSATION INSURANCE CERTIFICATE
AND
() PUBLIC LIABILITY INSURANCE CERTIFICATE

TOTAL:

BASE BID

\$

SIGNATURE

ATTACHMENT 1
SCHEDULE OF PRICES
Traffic Signal Replacement at North Main Avenue and Parker Street
Overall Bid Form

Sheet 1 of 3

ITEM NO.	DESCRIPTION	UNIT	EST QUANTITY	BID UNIT PRICE	BID PRICE
0608-0001	MOBILIZATION	LS	1	\$	\$
4630-0010	PLAIN CEMENT CONCRETE CURB, INCLUDING REMOVAL OF EXISTING CURB	LF	151	\$	\$
0636-0001	BITUMINOUS CONCRETE CURB	LF	162	\$	\$
4676-0001	CEMENT CONCRETE SIDEWALK, MODIFIED	SY	104	\$	\$
0695-0004	DETECTABLE WARNING SURFACE, POLYMER COMPOSITE	SF	80	\$	\$
0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	LS	1	\$	\$
0910-2828	250-WATT HIGH PRESSURE SODIUM LUMINAIRE, ARM MOUNT	EACH	1	\$	\$
0931-0001	POST MOUNTED SIGNS, TYPE B	SF	10	\$	\$
0935-0001	POST MOUNTED SIGNS, TYPE F	SF	75	\$	\$
0951-0120	TRAFFIC SIGNAL SUPPORT, 20' MAST ARM	EACH	2	\$	\$
0951-0125	TRAFFIC SIGNAL SUPPORT, 25' MAST ARM	EACH	1	\$	\$
0951-0130	TRAFFIC SIGNAL SUPPORT, 30' MAST ARM	EACH	1	\$	\$
0951-2115	TRAFFIC SIGNAL SUPPORT, 15' MAST ARM WITH LUMINAIRE ARM (30' MOUNTING HEIGHT)	EACH	1	\$	\$
0951-4014	TRAFFIC SIGNAL SUPPORT, 14' PEDESTAL	EACH	1	\$	\$
0951-4021	PEDESTRIAN STUB POLE, TYPE A	EACH	6	\$	\$
4952-1040	NEMA TS-2, TYPE 2 CONTROLLER ASSEMBLY, TYPE 1 MOUNTING	EACH	1	\$	\$
0954-0012	2 INCH CONDUIT	LF	86	\$	\$

ATTACHMENT 1
SCHEDULE OF PRICES
Traffic Signal Replacement at North Main Avenue and Parker Street
Overall Bid Form

Sheet 2 of 3

ITEM NO.	DESCRIPTION	UNIT	EST QUANTITY	BID UNIT PRICE	BID PRICE
0954-0013	3 INCH CONDUIT	LF	273	\$	\$
0954-0014	4 INCH CONDUIT	LF	83	\$	\$
0954-0151	TRENCH AND BACKFILL, TYPE I	LF	45	\$	\$
0954-0152	TRENCH AND BACKFILL, TYPE II	LF	205	\$	\$
0954-0153	TRENCH AND BACKFILL, TYPE III	LF	123	\$	\$
0954-0302	JUNCTION BOX, JB-27	EACH	4	\$	\$
0954-0403	ELECTRICAL SERVICE, TYPE C	EACH	1	\$	\$
0954-0600	UNINTERRUPTIBLE POWER SUPPLY (UPS)	EACH	1	\$	\$
0955-3208	VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS	EACH	9	\$	\$
0955-3722	LED COUNTDOWN PEDESTRIAN SIGNAL HEAD, TYPE A	EACH	8	\$	\$
0956-0500	PEDESTRIAN PUSH BUTTON	EACH	8	\$	\$
4956-0700	VIDEO DETECTOR	EACH	1	\$	\$
4956-0771	RADAR DETECTION SYSTEM MODIFIED	EACH	1	\$	\$
4956-0801	OPTICAL PREEMPTION SYSTEM	EACH	1	\$	\$
0960-0002	4" YELLOW HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	755	\$	\$
0960-0005	6" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	80	\$	\$
0960-0021	24" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	322	\$	\$

ATTACHMENT 1
SCHEDULE OF PRICES
Traffic Signal Replacement at North Main Avenue and Parker Street
Overall Bid Form

Sheet 3 of 3

ITEM NO.	DESCRIPTION	UNIT	EST QUANTITY	BID UNIT PRICE	BID PRICE
0960-0224	WHITE HOT THERMOPLASTIC LEGEND, "LEFT ARROW", 12'-0" X 3'-0"	EACH	2	\$	\$
9000-0001	PAVEMENT RESTORATION	SY	79	\$	\$
9000-0002	INLET REPLACEMENT COMPLETE AND IN PLACE INCLUDING MANHOLE	EACH	1	\$	\$
9000-0003	REMOVE STEEL POLE	EACH	1	\$	\$
9000-0004	RELOCATION AND REMOVAL OF EXISTING TRAFFIC SIGNAL SYSTEM	LS	1	\$	\$
9000-0005	SIGNAL AND LIGHTING CABLE, AS REQUIRED	LS	1	\$	\$
9000-0006	SCRANTON CITY POLICE ASSISTANCE	DOLLAR	3500	\$ 1.00	\$ 3,500.00
9676-0002	REINFORCED CEMENT CONCRETE SIDEWALK	SY	5	\$	\$
TOTAL OF BASE BID PRICES				\$	

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned
_____ as PRINCIPAL, and

_____ as SURETY are held and firmly bound unto City of Scranton, hereinafter called the "Local Public Agency", in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the _____ accompany bid, dated _____, 2016, for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, with ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or in the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

INDIVIDUAL OR PARTNERSHIP PRINCIPALS

_____(SEAL)

_____(SEAL)

In the presence of:

_____(SEAL)

_____(SEAL)

CORPORATE PRINCIPAL

ATTEST:

_____(SEAL)

SURETY

ATTEST:

_____(SEAL)

Countersigned:

By: _____

Attorney-in-Fact,
State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation
named _____ as Principal in the _____ within _____ bond; that
_____ who signed the said bond
on behalf of the Principal was then _____ of said Corporation; that I
know his signature, and his signature thereto is genuine; and that said bond was duly
signed, sealed and attested to for and in behalf of said corporation by authority of his
governing body.

Title: _____

(CORPORATE SEAL)

NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

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 attached 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 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 prices or the Bid price of any Bidder, or to
secure through any collusion, conspiracy, connivance or unlawful agreement any advantage
against the Owner 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.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20__

(Title)

My commission expires _____

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 _____

CERTIFICATION 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 will 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 this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit 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 certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts 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 _____, 20 _____

(Name of Bidder)

Official Address
(including ZIP CODE):

By _____

(Title)

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

BIDDER _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☐ Yes ☐ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☐ Yes ☐ No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☐ Yes ☐ No ☐ None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☐ No

NAME _____

TITLE _____

SIGNATURE _____

DATE _____

Pennsylvania Prevailing Wage Rates

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	North Main Ave and Parker St., Signal
Awarding Agency:	City of Scranton
Contract Award Date:	12/15/2016
Serial Number:	16-06221
Project Classification:	Highway
Determination Date:	10/28/2016
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Lackawanna County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 16-06221 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	7/1/2016		\$32.48	\$18.52	\$51.00
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2016		\$27.52	\$18.22	\$45.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermakers	1/1/2016		\$42.26	\$33.36	\$75.62
Boilermakers	1/1/2017		\$44.26	\$33.65	\$77.91
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2016		\$33.47	\$16.13	\$49.60
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2016		\$28.53	\$16.08	\$44.61
Cement Finishers	5/1/2016		\$32.43	\$11.56	\$43.99
Drywall Finisher	5/1/2017		\$27.31	\$18.67	\$45.98
Drywall Finisher	5/1/2016		\$27.31	\$17.47	\$44.78
Electric Lineman	9/4/2016		\$54.43	\$21.39	\$75.82
Electric Lineman	9/1/2014		\$52.19	\$17.99	\$69.28
Electric Lineman	9/3/2017		\$55.68	\$22.25	\$77.91
Electric Lineman	1/1/2016		\$53.02	\$20.78	\$73.80
Electric Lineman	1/1/2017		\$54.20	\$21.63	\$75.83
Electricians	5/1/2016		\$35.41	\$20.67	\$56.08
Elevator Constructor	1/1/2016		\$45.04	\$30.28	\$75.32
Glazier	5/1/2016		\$29.02	\$15.51	\$44.53
Glazier	5/1/2016		\$29.02	\$15.51	\$44.53
Iron Workers	5/1/2016		\$31.57	\$28.78	\$60.35
Laborers (Class 01 - See notes)	5/1/2016		\$20.70	\$16.13	\$36.83
Laborers (Class 02 - See notes)	5/1/2016		\$22.70	\$16.13	\$38.83
Laborers (Class 03 - See notes)	5/1/2016		\$23.37	\$16.31	\$39.68
Laborers (Class 04 - See notes)	5/1/2016		\$24.87	\$16.31	\$41.18
Laborers (Class 05 - See notes)	5/1/2016		\$25.37	\$16.31	\$41.68
Laborers (Class 06 - See notes)	5/1/2016		\$23.47	\$16.13	\$39.60
Millwright	5/1/2017		\$33.79	\$18.16	\$51.95
Millwright	5/1/2016		\$33.59	\$17.51	\$51.10
Operators (Building, Class 01 - See Notes)	5/1/2016		\$34.46	\$23.35	\$57.81
Operators (Building, Class 01A - See Notes)	5/1/2016		\$36.74	\$24.01	\$60.72
Operators (Building, Class 02 - See Notes)	5/1/2016		\$34.18	\$23.26	\$57.44
Operators (Building, Class 02A - See Notes)	5/1/2016		\$36.43	\$23.93	\$60.36
Operators (Building, Class 03 - See Notes)	5/1/2016		\$31.46	\$22.45	\$53.91
Operators (Building, Class 04 - See Notes)	5/1/2016		\$30.33	\$22.41	\$52.74
Operators (Building, Class 05 - See Notes)	5/1/2016		\$29.87	\$28.99	\$58.86
Operators (Building, Class 06 - See Notes)	5/1/2016		\$29.06	\$21.73	\$50.73
Operators (Building, Class 07A - See Notes)	5/1/2016		\$41.36	\$26.81	\$68.17
Operators (Building, Class 07B - See Notes)	5/1/2016		\$41.02	\$26.70	\$67.72
Operators (Heavy, Class 01 - See Notes)	5/1/2016		\$33.06	\$22.92	\$55.98

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 16-06221 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Heavy, Class 01A - See Notes)	5/1/2016		\$35.31	\$23.56	\$58.87
Operators (Heavy, Class 02 - See Notes)	5/1/2016		\$32.77	\$22.84	\$55.61
Operators (Heavy, Class 02A - See Notes)	5/1/2016		\$35.02	\$23.50	\$58.52
Operators (Heavy, Class 02A - See Notes)	5/1/2015		\$34.65	\$23.21	\$57.86
Operators (Heavy, Class 03 - See Notes)	5/1/2016		\$29.84	\$21.97	\$51.81
Operators (Heavy, Class 04 - See Notes)	5/1/2016		\$28.70	\$21.64	\$50.34
Operators (Heavy, Class 05 - See Notes)	5/1/2016		\$28.25	\$21.51	\$49.76
Operators (Heavy, Class 06 - See Notes)	5/1/2016		\$27.37	\$21.25	\$48.62
Operators (Heavy, Class 07A - See Notes)	5/1/2016		\$39.68	\$26.28	\$65.96
Operators (Heavy, Class 07B - See Notes)	5/1/2016		\$39.32	\$26.19	\$65.51
Painters Class 1 (see notes)	5/1/2016		\$26.75	\$17.47	\$44.22
Painters Class 1 (see notes)	5/1/2015		\$26.45	\$16.67	\$43.12
Painters Class 1 (see notes)	5/1/2017		\$26.75	\$18.67	\$45.42
Painters Class 2 (see notes)	5/1/2017		\$29.30	\$19.02	\$48.32
Painters Class 2 (see notes)	5/1/2016		\$29.30	\$17.27	\$46.57
Painters Class 3 (see notes)	5/1/2017		\$34.45	\$19.97	\$54.42
Painters Class 3 (see notes)	5/1/2016		\$34.45	\$17.47	\$51.92
Pile Driver Drivers (Building, Heavy, Highway)	1/1/2016		\$48.10	\$17.37	\$65.47
Pile Drivers	1/1/2016		\$32.08	\$17.37	\$49.45
Plasterers	6/1/2016		\$32.94	\$10.92	\$43.86
Plumbers and Steamfitters	6/1/2016		\$39.89	\$20.51	\$60.40
Roofers	6/1/2015		\$26.50	\$17.38	\$43.88
Roofers	6/1/2016		\$27.00	\$18.18	\$45.18
Sheet Metal Workers	5/1/2016		\$30.33	\$22.43	\$52.76
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2016		\$36.05	\$21.02	\$57.07
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Terrazzo Finisher	5/1/2019		\$33.04	\$16.22	\$49.26
Terrazzo Finisher	5/1/2016		\$30.17	\$16.09	\$46.26
Terrazzo Finisher	5/1/2017		\$31.54	\$15.62	\$47.26
Terrazzo Finisher	5/1/2018		\$32.35	\$15.91	\$48.26
Terrazzo Setter	5/1/2018		\$31.23	\$19.25	\$50.48
Terrazzo Setter	5/1/2019		\$31.84	\$19.67	\$51.48
Terrazzo Setter	5/1/2017		\$30.63	\$18.85	\$49.48
Terrazzo Setter	5/1/2016		\$30.00	\$18.48	\$48.48
Tile & Marble Finisher	5/1/2016		\$27.74	\$13.98	\$41.72
Tile & Marble Layer	5/1/2016		\$30.65	\$14.48	\$45.13
Truckdriver class 1 (see notes)	5/1/2016		\$33.57	\$0.00	\$33.57
Truckdriver class 1 (see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1 (see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1 (see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 16-06221 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 2 (see notes)	5/1/2016		\$33.64	\$0.00	\$33.64
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.13
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 16-06221 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenters	5/1/2017		\$30.12	\$15.34	\$45.46
Carpenters	5/1/2016		\$29.67	\$14.54	\$44.21
Cement Finishers	6/1/2016		\$32.43	\$11.35	\$43.78
Iron Workers	7/1/2016		\$29.42	\$28.78	\$58.20
Laborers (Class 01 - See notes)	5/1/2019		\$21.61	\$17.29	\$38.90
Laborers (Class 01 - See notes)	5/1/2016		\$19.84	\$15.79	\$35.60
Laborers (Class 01 - See notes)	5/1/2017		\$20.36	\$16.29	\$36.65
Laborers (Class 01 - See notes)	5/1/2018		\$20.95	\$16.79	\$37.75
Laborers (Class 02 - See notes)	5/1/2019		\$28.23	\$17.29	\$45.52
Laborers (Class 02 - See notes)	5/1/2016		\$26.43	\$15.79	\$42.22
Laborers (Class 02 - See notes)	5/1/2017		\$26.98	\$16.29	\$43.27
Laborers (Class 02 - See notes)	5/1/2018		\$27.58	\$16.79	\$44.37
Laborers (Class 03 - See notes)	5/1/2019		\$25.22	\$17.29	\$42.51
Laborers (Class 03 - See notes)	5/1/2016		\$24.57	\$16.79	\$41.36
Laborers (Class 03 - See notes)	5/1/2017		\$23.97	\$16.29	\$40.26
Laborers (Class 03 - See notes)	5/1/2018		\$23.42	\$15.79	\$39.21
Laborers (Class 04 - See notes)	5/1/2018		\$24.92	\$16.79	\$41.71
Laborers (Class 04 - See notes)	5/1/2016		\$23.77	\$15.79	\$39.56
Laborers (Class 04 - See notes)	5/1/2017		\$24.32	\$16.29	\$40.61
Laborers (Class 04 - See notes)	5/1/2019		\$25.57	\$17.29	\$42.86
Laborers (Class 05 - See notes)	5/1/2019		\$26.24	\$17.29	\$43.53
Laborers (Class 05 - See notes)	5/1/2016		\$24.44	\$15.79	\$40.23
Laborers (Class 05 - See notes)	5/1/2018		\$25.59	\$16.79	\$42.38
Laborers (Class 05 - See notes)	5/1/2017		\$24.99	\$16.29	\$41.28
Laborers (Class 06 - See notes)	5/1/2017		\$24.41	\$16.29	\$40.70
Laborers (Class 06 - See notes)	5/1/2016		\$23.86	\$15.79	\$39.65
Laborers (Class 06 - See notes)	5/1/2018		\$25.01	\$16.79	\$41.80
Laborers (Class 06 - See notes)	5/1/2019		\$25.66	\$17.29	\$42.95
Laborers (Class 07 - See notes)	5/1/2016		\$24.15	\$15.79	\$39.94
Laborers (Class 07 - See notes)	5/1/2019		\$25.95	\$17.29	\$43.24
Laborers (Class 07 - See notes)	5/1/2018		\$25.30	\$16.79	\$42.09
Laborers (Class 07 - See notes)	5/1/2017		\$24.70	\$16.29	\$40.99
Laborers (Class 08 - See notes)	5/1/2016		\$24.63	\$15.79	\$40.42
Laborers (Class 08 - See notes)	5/1/2017		\$25.18	\$16.29	\$41.47
Laborers (Class 08 - See notes)	5/1/2018		\$25.78	\$16.79	\$42.57
Laborers (Class 08 - See notes)	5/1/2019		\$26.43	\$17.29	\$43.72
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Highway, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Highway, Class 01a - See Notes)	5/1/2016		\$34.41	\$23.32	\$57.73
Operators (Highway, Class 02 - See Notes)	5/1/2016		\$30.98	\$22.34	\$53.29
Operators (Highway, Class 03 - See Notes)	5/1/2016		\$30.28	\$22.10	\$52.38
Operators (Highway, Class 04 - See Notes)	5/1/2016		\$29.82	\$21.98	\$51.80
Operators (Highway, Class 05 - See Notes)	5/1/2016		\$29.31	\$21.83	\$51.14
Operators (Highway, Class 06 - See Notes)	5/1/2016		\$32.40	\$22.70	\$55.10

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 16-06221 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 06/A - See Notes)	5/1/2016		\$34.65	\$23.36	\$58.01
Operators (Highway, Class 07/A - See Notes)	5/1/2016		\$38.56	\$25.98	\$64.55
Operators (Highway, Class 07/B - See Notes)	5/1/2016		\$37.17	\$25.57	\$62.74
Piledrivers	5/1/2016		\$29.67	\$14.54	\$44.21
Piledrivers	5/1/2017		\$30.12	\$15.34	\$45.46
Steamfitters (Heavy and Highway Gas Distribution)	5/1/2016		\$39.62	\$31.18	\$70.80
Truckdriver class 1 (see notes)	5/1/2016		\$33.57	\$0.00	\$33.57
Truckdriver class 1 (see notes)	5/1/2019		\$35.12	\$0.00	\$35.12
Truckdriver class 1 (see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1 (see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 2 (see notes)	5/1/2016		\$33.64	\$0.00	\$33.64
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.13
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03

TRAFFIC SIGNAL PERMIT



pennsylvania
DEPARTMENT OF TRANSPORTATION
www.pennDOT.gov

TRAFFIC SIGNAL PERMIT

Permit No. 40332Sheet 1 of 3

In accordance with the Vehicle Code, the Secretary of Transportation hereby approves the installation and operation of a traffic signal at the intersection of North Main Avenue and Parker Street
in the City of Scranton, County of Lackawanna

This permit is issued to, and accepted by the City of Scranton
hereinafter known as the Permittee, as follows:

This installation shall be in accordance with the Vehicle Code and the Regulations for traffic signs, signals, and markings of the Department of Transportation, and shall conform to the following requirements and those contained on the attached sheets.

Type of Controller

Fully Actuated

Type of Signal Mounting

Post mounted and overhead

Hours of Operation as "Stop" and "Go"

Continuously

Hours of Operation as "FLASHING"

Equipped for emergency flashing

Controller Operation

Controller to provide the phasing, timing and signal display as indicated on the attached diagram(s).

All work performed by the Permittee in the erection of the traffic signal shall be under and subject to the direction of the Secretary of Transportation or his authorized representatives. The said Permittee shall use due diligence in the execution of the work authorized under this permit and shall not obstruct or endanger travel along the said road. All operations must be conducted so as to permit safe and reasonable free travel at all times over the road within the limits of the work herein permitted.

The Permittee covenants and agrees to fully indemnify and save harmless the Department of Transportation and assume all liability for damages or injury, occurring to any person, persons or property through or in consequence of any act or omission of anyone working on the construction, or from faulty maintenance or operation of such traffic signal.

The Secretary of Transportation, by law, reserves the right to revoke and annul this permit if the Permittee shall at any time willfully or negligently fail to comply with the conditions contained in this permit, or, upon changes in traffic conditions, fail to make any changes in the construction or operation of this signal, or to remove it, when so ordered by the Secretary of Transportation; or if this installation is not in operation within twenty-four (24) months of the receipt of this permit. The Permittee shall maintain the signal in a safe condition at all times. The Permittee shall not make any change in the construction or operation of this traffic signal without prior written approval of the Secretary of Transportation.

This permit cancels and supersedes all previous permits issued for this location upon completion of the installation specified herein.

INITIAL DATE 09/29/2016APPROVED Leslie S. Richards

(Secretary of Transportation)

REVISION DATE _____

BY PennDOT

(District Executive or approved designee)

NORTH MAIN AVE AND PARKER ST SIGNAL

For

THE CITY OF SCRANTON

SCRANTON CITY
LACKAWANNA COUNTY, PENNSYLVANIA
NOVEMBER 2016

INDEX OF DRAWINGS

	COVER SHEET
1	LOCATION PLAN
2-4	CONSTRUCTION DETAILS
5	CURB-WALK DETAILS
6	LANDSCAPE SHEET
7	TABLELAND SHEET
8-10	TRAFFIC SIGNAL CONSTRUCTION PLAN
11-12	TRAFFIC CONTROL PLAN
13	RAISED SIGNAL
14	TRAFFIC SIGNAL PERMIT PLAN

LIST OF PUBLIC UTILITIES:

UNIONIST "BARGAIN"
1 COMPANY WAY
QUINCY, ILL. 62422-1114
PHONE: (618) 291-1114

SECREATON SERVER AUTHORITY
312 ADAMS AVE. 1005
CHICAGO, ILL. 60606
PHONE: (312) 348-6310

UNIONIST "BARGAIN"
1 COMPANY WAY
QUINCY, ILL. 62422-1114
PHONE: (618) 291-1114

PENNSYLVANIA AMERICAN WATER
SCOTT, P. JAMES
ATN-AMERICAN WATER
PHONE: (610) 869-7531

PREPARED BY:
REILLY ASSOCIATES
ENGINEERING / ENVIRONMENTAL / SURVEYING
49 SOUTH MAIN STREET

SUITE 200:

PITTSSTON, PA 18640

(570) 654-2473

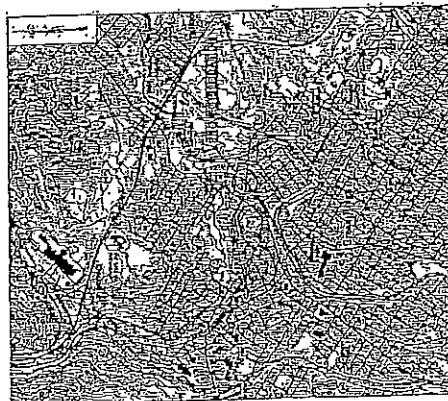
RA# 15053:00



PHASE II DESIGN STOP CALL

GENERAL NOTES:

1. The right-of-way of Parcel No. 14, located at the intersection of "Hollow"
2. The right-of-way of Parcel No. 14, located at the intersection of "Hollow"
3. The right-of-way of Parcel No. 14, located at the intersection of "Hollow"
4. The right-of-way of Parcel No. 14, located at the intersection of "Hollow"
5. The right-of-way of Parcel No. 14, located at the intersection of "Hollow"
6. The right-of-way of Parcel No. 14, located at the intersection of "Hollow"
7. The right-of-way of Parcel No. 14, located at the intersection of "Hollow"
8. The right-of-way of Parcel No. 14, located at the intersection of "Hollow"
9. The right-of-way of Parcel No. 14, located at the intersection of "Hollow"
10. The right-of-way of Parcel No. 14, located at the intersection of "Hollow"
11. The right-of-way of Parcel No. 14, located at the intersection of "Hollow"
12. The right-of-way of Parcel No. 14, located at the intersection of "Hollow"
13. The right-of-way of Parcel No. 14, located at the intersection of "Hollow"
14. The right-of-way of Parcel No. 14, located at the intersection of "Hollow"

[illegible]

LOCATION: MAP

॥ ॐ नमो भगवते वासुदेवाय ॥



P. B. Menichello
Poul Albert Menichello, P.E.

Wm. L. Felt
Duke

TEMPERARY - IN LOCAL ROADWAYS

ONE OF THE FOLLOWING:

- SUPERPAVE ASPHALT MIXTURE WEARING COURSE, PG 84-22, 40.3 MILLION ESALS, 9.6MM MIN, 1-1/2" DEPTH, SRI-L
- OR
- SUBBASE 3" DEPTH (NO. 2A)

PERMANENT - IN LOCAL ROADWAYS	
A	SUPERPAVE ASPHALT MIXTURE DESIGNS, WMA WEARING COURSE, PG 64-22, 3 TO < 10 MILLION ESALS, 9.6 MM MAX, 1-1/2" DEPTH SH-1
B	SUPERPAVE ASPHALT MIXTURE DESIGNS, WMA BINDER COURSE, PG 64-22, 3 TO < 10 MILLION ESALS, 19.0 MM MAX, 2" DEPTH
C	SUPERPAVE ASPHALT MIXTURE DESIGNS, WMA BASE COURSE, PG 64-22, 3 TO < 10 MILLION ESALS, 25.0 MM MAX, 4" DEPTH
D	SUBBASE MINIMUM 6" DEPTH (NO. 2A)

BASED ON PENNSYLVANIA STATE PLANE NORTH COORDINATE SYSTEM

RVE	STATION	PORT	COORDINATES		BEARINGS
			NORTH	EAST	
P RANGED 5	104+00.00	POT	471610.8029	2545175.7541	S 53°37'00.02" E
	144+00.00	POT	471192.7075	2545573.5303	S 53°37'00.02" E
	14+00.00	POT	471315.0360	2545222.0348	N 49°57'59.70" E
N MAIN RVE	3+06.42	PI	471318.6440	2545308.1030	N 49°57'59.70" E
	3+45.75	PI	471630.4818	2545457.8892	N 28°18'44.41" E
	3+82.24	POT	471702.9740	2545405.8870	N 28°18'44.41" E
	5+00.00	POT	471722.7545	2545340.9317	N 28°45'48.41" E

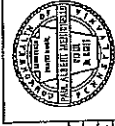
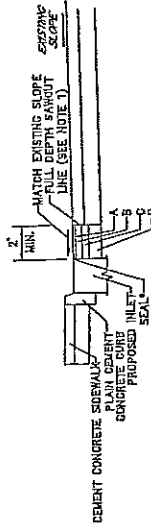
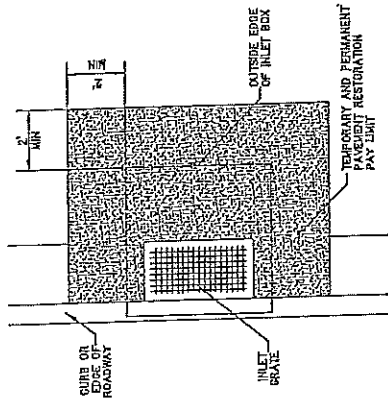
NOTE: FOUR (4) PLACE COORDINATES ARE USED FOR COMPUTATIONAL PURPOSES ONLY AND DO NOT IMPLY A PRECISION BEYOND TWO (2) PLACES.

BASED ON PENNSYLVANIA STATE PLANE NORTH COORDINATE SYSTEM

POINT NUMBER	DESCRIPTION	COORDINATES		ELEVATION
		NORTH	EAST	
1	TP414-4410	471544.3637	254544.1510	722.100
2	TP414-4416	471487.0100	254537.5430	722.570
3	TP414-4520	471501.1000	254538.3090	730.330

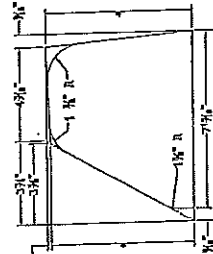
NOTE: FOUR (4) PLACE COORDINATES ARE USED FOR COMPUTATIONAL PURPOSES ONLY AND DO NOT IMPLY A PRECISION BEYOND TWO (2) PLACES.

THE CITY OF SCRANTON	NO. 4F	ASD	AS NOTED	Sheet No.	2
NORTH MAIN AVE AND PARKER ST SIGNAL	SECTION 1F	PAV			
SCRANTON OFFICE OF ENGINEERING	SECTION 2F	PAV			
CONSTRUCTION DETAILS	SECTION 3F	PAV			
	SECTION 4F	PAV			
	SECTION 5F	PAV			
	SECTION 6F	PAV			
	SECTION 7F	PAV			
	SECTION 8F	PAV			
	SECTION 9F	PAV			
	SECTION 10F	PAV			
	SECTION 11F	PAV			
	SECTION 12F	PAV			
	SECTION 13F	PAV			
	SECTION 14F	PAV			
	SECTION 15F	PAV			
	SECTION 16F	PAV			
	SECTION 17F	PAV			
	SECTION 18F	PAV			
	SECTION 19F	PAV			
	SECTION 20F	PAV			
	SECTION 21F	PAV			
	SECTION 22F	PAV			
	SECTION 23F	PAV			
	SECTION 24F	PAV			
	SECTION 25F	PAV			
	SECTION 26F	PAV			
	SECTION 27F	PAV			
	SECTION 28F	PAV			
	SECTION 29F	PAV			
	SECTION 30F	PAV			
	SECTION 31F	PAV			
	SECTION 32F	PAV			
	SECTION 33F	PAV			
	SECTION 34F	PAV			
	SECTION 35F	PAV			
	SECTION 36F	PAV			
	SECTION 37F	PAV			
	SECTION 38F	PAV			
	SECTION 39F	PAV			
	SECTION 40F	PAV			
	SECTION 41F	PAV			
	SECTION 42F	PAV			
	SECTION 43F	PAV			
	SECTION 44F	PAV			
	SECTION 45F	PAV			
	SECTION 46F	PAV			
	SECTION 47F	PAV			
	SECTION 48F	PAV			
	SECTION 49F	PAV			
	SECTION 50F	PAV			
	SECTION 51F	PAV			
	SECTION 52F	PAV			
	SECTION 53F	PAV			
	SECTION 54F	PAV			
	SECTION 55F	PAV			
	SECTION 56F	PAV			
	SECTION 57F	PAV			
	SECTION 58F	PAV			
	SECTION 59F	PAV			
	SECTION 60F	PAV			
	SECTION 61F	PAV			
	SECTION 62F	PAV			
	SECTION 63F	PAV			
	SECTION 64F	PAV			
	SECTION 65F	PAV			
	SECTION 66F	PAV			
	SECTION 67F	PAV			
	SECTION 68F	PAV			
	SECTION 69F	PAV			
	SECTION 70F	PAV			
	SECTION 71F	PAV			
	SECTION 72F	PAV			
	SECTION 73F	PAV			
	SECTION 74F	PAV			
	SECTION 75F	PAV			
	SECTION 76F	PAV			
	SECTION 77F	PAV			
	SECTION 78F	PAV			
	SECTION 79F	PAV			
	SECTION 80F	PAV			
	SECTION 81F	PAV			
	SECTION 82F	PAV			
	SECTION 83F	PAV			
	SECTION 84F	PAV			
	SECTION 85F	PAV			
	SECTION 86F	PAV			
	SECTION 87F	PAV			

[illegible]

NOTES.

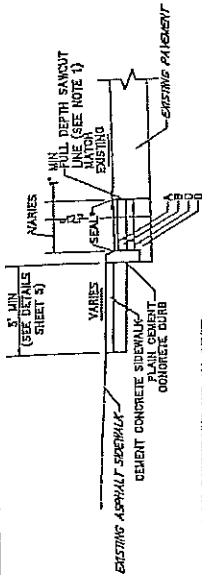
PAY LIMITS FOR PAVEMENT RESTORATION AROUND STORM INLETS



CONSTRUCT IN ACCORDANCE WITH PERINDOT
PUBLICATION 408 SECTION 83B

ROLLED BITUMINOUS CURB

*HEIGHT VARIES TO MATCH ADJACENT GRADE



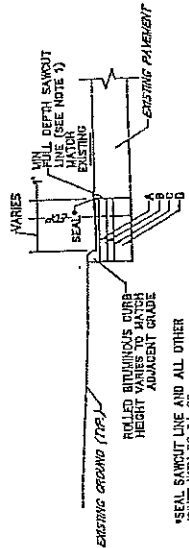
SEAL SAWCUT LINE AND ALL OTHER
JOINTS WITH PG 64-22

NOTES

1. SAWCUT ALL PAVEMENT EDGES TO NEAT LINES. NO PAYMENTS WILL BE MADE FOR ANY RESTORATION REQUIRED BEYOND THE PAY LIMITS.

TYPICAL SECTION FOR WIDENING WITH
PLAIN CEMENT CONCRETE CURB

LINE CONCENTRATION TO SCALE



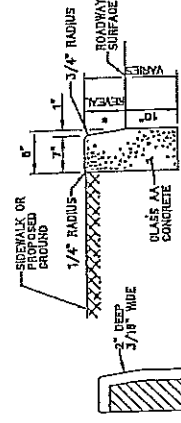
*SEAL SAWCUT LINE AND JOINTS WITH PG 64-22

NOTES

1. SAWCUT ALL PAVEMENT EDGES TO HEAT LINES. NO PAYMENTS WILL BE MADE FOR ANY RESTORATION REQUIRED BEYOND THE PAY LIMITS.

TYPICAL SECTION FOR WIDENING WITH BITUMINOUS CURB
NOT TO SCALE

HOT TO SAVE



***NOTE: CURB REVEAL TO BE VARIABLE.**

CONTRACTION JOINT

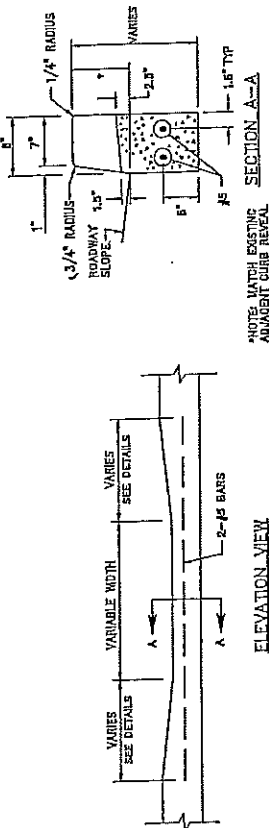
RD-54M
JUNE 1, 2010

PLAIN CEMENT CONCRETE CURB

NOT TO SCALE
RC-544
JUNE 1, 2010

• צדקה

1. PROVIDE MATERIALS AND CONSTRUCTION METHOD THE REQUIREMENTS OF CURING, SECTION 404, PORTLAND CEMENT CONCRETE, PART 1, AND COMPRESSED AIR, SECTION 340 FOR PLAIN REINFORCED CONCRETE. PART 1 AND SECTION 341 FOR PLAIN CEMENT CURB UTTER.
2. SPACE CONSTRUCTION JOINTS IN UNIFORM LENGTHS OR MATERIALS.
3. PLACE 3/4" THICK PRE-CAST EXPANSION JOINT FILLER MATERIALS, AND AT THE END OF THE WORK DAY, CUT MATERIAL TO CONFORM TO AHEAD ADJACENT TO CURB OR TO CONFORM TO CROSS SECTIONAL AREA OF CURB.



ELEVATION VIEW

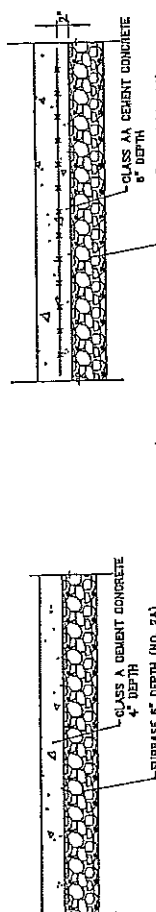
RC-544
JUNE 3, 2010

DEPRESSED CURB FOR DRIVEWAYS
NOT TO SCALE

STIVES OL JOH

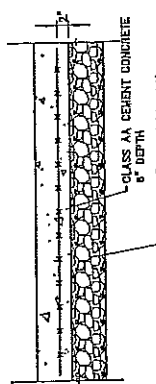
NOTES:

1. PROVIDE MATERIALS AND CONSTRUCTION MEETING THE REQUIREMENTS OF PUBLICATION CURE FOR CURING OF PLAIN CONCRETE, SECTION #41 FOR FLANK JOINTS, SECTION #40 FOR JOINTS IN WALLS, SECTION #42 FOR JOINTS IN SLABS, AND SECTION #41 FOR PLAIN CONCRETE CURB CUTTERS.
2. PLACE A THICK PROVIDED EXPANSION JOINT RUBBER MATERIAL AT STRUCTURE TO BE ADJACENT TO CURB OR TO CONFORM TO CROSS SECTIONAL AREA OF CURB.



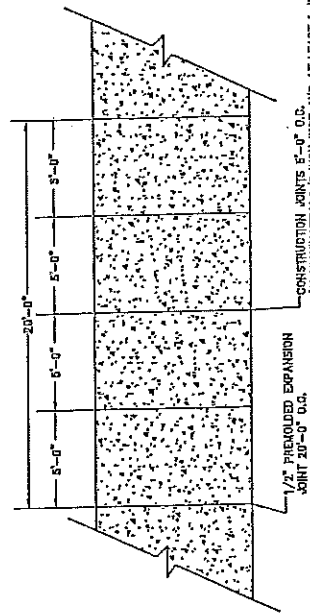
TYPICAL CEMENT CONCRETE SIDEWALK

NOT TO SCALE
NOTE: SEE PLAN FOR LOCATIONS.



TYPICAL REINFORCED CEMENT CONCRETE SIDEWALK.

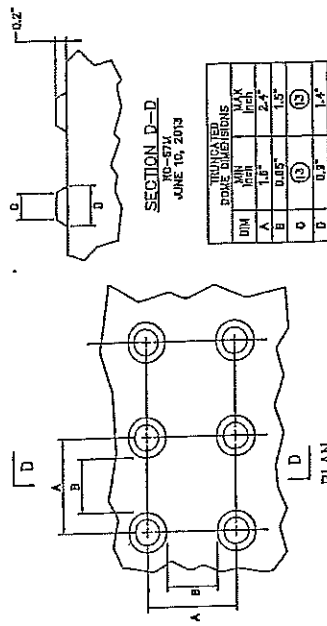
NOT TO SCALE
NOTE: SEE PLAN FOR LOCATIONS.



CONCRETE SIDEWALK JOINT DETAIL

NOT TO SCALE

1. PROVIDE MATERIALS AND CONSTRUCTION MEETING THE REQUIREMENTS OF PUBLICATION 406, SECTION 673.
2. CONCRETE SIDEWALK MUST BE REPLACED TO THE NEAREST CONSTRUCTION JOINT.



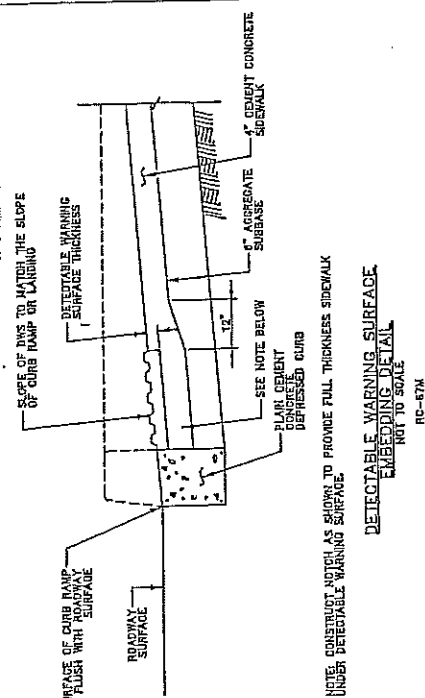
SECTION D-D

NO-574
JUNE 10, 2013

TRUNCATED DOKE DIMENSIONS		
DIM	MIN Inch	MAX Inch
A	1.6"	2.4"
B	0.05"	1.5"
C	(13)	(12)
D	0.3"	1.4"

JUN 10 2011

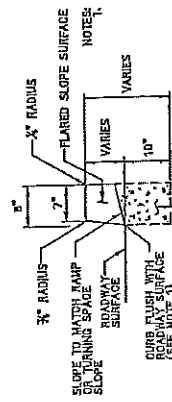
⑬ THE ϕ DIMENSION IS 50% TO 65% OF ϕ DIMENSION



**DETECTABLE WARNING SURFACE
EMBEDDING DETAIL**

NOT TO SCALE


RC-67M
JUNE 10. 2013



CONSTRUCT DEPRESSED CURB FOR CURB RAISES FLUSH TO THE ADJACENT GRADE EDGE OF ROAD PLAYS TO THE CURB. ADJUST FOR LINE TO ENSURE POSITIVE DRAINAGE AND PREVENT SPALLING. FOR LEVEL TURNING, SLOPE BEHIND DEPRESSED CURB TO ADJACENT SIDEWALK. TURNING SLOPE BEHIND DEPRESSED CURB SHALL BE 1% TO 2% TO ADJACENT SIDEWALK. REINFORCE DEPRESSED CURB WITH 2" X 8" X 1/2" JOIST. SEALER SPECIES TO BE USED SHALL BE RECOMMENDED BY THE CONTRACTOR. DEPRESSED CURB SHALL BE REINFORCED WITH 2" X 8" X 1/2" JOIST. THE SEALED AREA WITH A LIGHT APPLICATION OF DRY SAND SHALL BE COVERED WITH A 1/2" THICK LAYER OF 1/2" GRADE.

DEPRESSED CURB
FOR CURB RAMPS

CURE RAMP
NOT TO SCALE

THE CITY OF SCRANTON		ASST. CLERK
NORTH MAIN AVE. AND PARKER ST. SIGNAL		CLERK OF CITY
SCRANTON, CO. OF WILMINGTON COUNTY PA.		PAID
CONSTRUCTION DETAILS		DATE PAID 11-18-1212
 (Check paid full amount) \$146 \$146.00 (Check paid in full)		PAID 11-18-1212 \$146.00 PAID 11-18-1212
		3

[illegible]

PIPE INSTALLATION PROCEDURES

RD-30M
JUNE 1, 2010

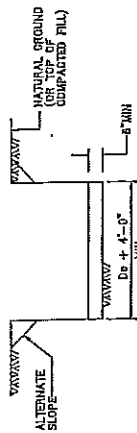
CONSTRUCTION DETAILS BELOW COVER THE FOLLOWING CONDITIONS:

- (A) PIPE LAYING ON TOP OF THE NATURAL GROUND,
- (B) ROCK OR COMPACTED (97X SPH) FILL
- (C) THE EXISTING GROUND IS BETWEEN THE TOP OF THE PIPE AND THE NATURAL GROUND
- (D) THE TOP OF PIPE IS BELOW THE LEVEL OF THE NATURAL GROUND OR COMPACTED FILL TO MINIMUM 97X SPH AND TO BE COVERED WITH EARTH FILL TO HEIGHTS ABOVE THE NATURAL GROUND.

STEP 1: REMOVE TOPSOIL, COMPRESSIBLE LAYER OF ORGANIC MATERIALS TO A WIDTH EQUAL TO 6 OUTSIDE DIAMETERS OF THE PIPE IN ALL FULL CONDITIONS ABOVE (A), (B) & (C). ALSO IF SPECIFIED ON THE CONTRACT DRAWING, UNDERGOIT PER WIDTH 3 DIAMETERS OF PIPE. PAY AS CLASS 1 EXCAVATION.

STEP 2: COVER THE SUBGRADE TO 4'-0" ABOVE THE NATURAL GROUND OR TO 6" BELOW THE EXISTING GRADE, WHICHEVER IS LESS. FOR PIPES 72" OR GREATER, SEE NOTE 1.

STEP 3: EXCAVATE THE TRENCH TO THE WIDTH OF THE OUTSIDE DIAMETER OF THE PIPE MINUS 4'-0" PLUS 4'-0" AND CREATE AN APPROPRIATE BEDDING 6" DEEP.

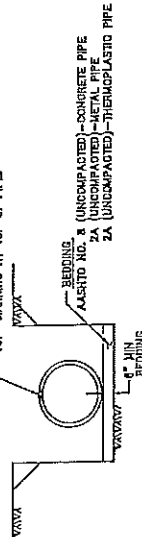


STEP 4: FOR CONCRETE PIPE IF THIS EXCAVATION IS THUS, WORK ON HAND SHALE, OR IN AREAS OF UNDERGUT, PROVIDE 6'-0" TO 12'-0" INCH/FT OF D-4-0" BELOW THE INTENDED BOTTOM ELEVATION OF THE PIPE, 15' MAX.

NOTE: IF UNSUITABLE MATERIAL IS FOUND, UNDERGUT AS DIRECTED AND BACKFILL WITH SUITABLE MATERIAL TO BOTTOM OF BEDDING ELEVATION, (UNLESS OTHERWISE SPECIFIED)

STEP 5: LAY PIPE ON APPROPRIATE BEDDING. SEE STEP 60 FOR METAL PIPE AND METAL PLATE PIPE ALSO.

FOR SPECIAL DESIGNS, LOCATE TOP MARKING AT TOP OF PIPE.



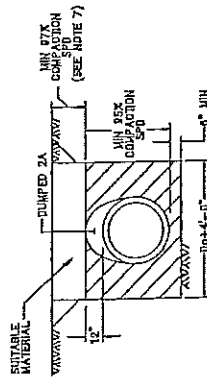
STEP 6: FOR CONCRETE PIPE, SEE STEP 60. FOR METAL PIPE AND METAL PLATE PIPE, SEE STEP 60. FOR METAL PIPE JOINT AND METAL PLATE PIPE JOINT, SEE STEP 60.

- * SUITABLE MATERIAL CONTAINING NO DEBRIS, ORGANIC MATERIAL, FROZEN MATERIAL OR LARGER THAN 1/2" DIAMETER PARTICLES WITH A MINIMUM OF 10% FINER THAN NO. 200 SIEVE. THE THICKNESS OF THE COMPACTED LAYERS BEING PLACED WITHIN STATE HIGHWAY NO. 2A COARSE AGGREGATE SHALL BE USED FOR SUITABLE MATERIAL.

THERMOPLASTIC PIPE

STEP 60

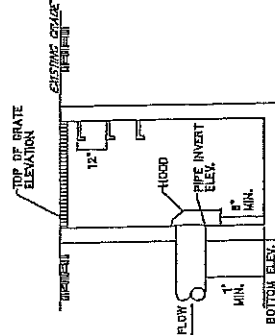
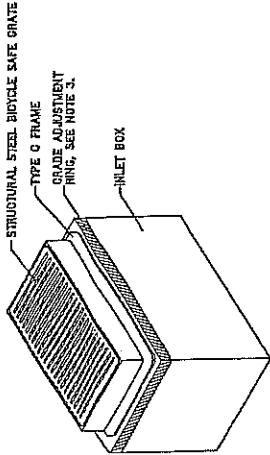
PLACE 2A COARSE AGGREGATE MATERIAL IN LIFTS 4" THICK, ADJACENT TO THE LOWER HALF OF THE PIPE. TEST THE BACKFILL MATERIAL AND CONTINUE EXCAVATION IN ACCORDANCE WITH PUBLICATION 409, SECTION 601.



INLET BOX WITH TYPE C FRAME

RD-40M
JUNE 1, 2010

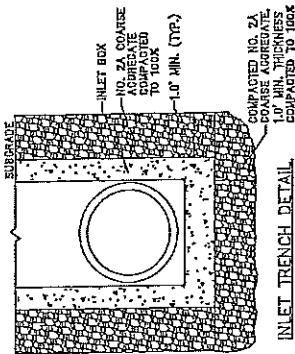
1. FOR ADDITIONAL NOTES, SEE DC-40M, SHEETS 1-3
2. STANDARD INLET BOXES SHOWN, PROVIDE TOP SLABS FOR OTHER INLET DETAILS
3. PROVIDE GRADE ADJUSTMENT RINGS WHEN REQUIRED. SEE RD-45M FOR DETAILS



INLET TRAP DETAIL

NOT TO SCALE

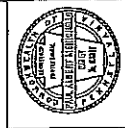
1. HOOD SHALL BE REINFORCED FRAMING CATCH BASIN TRAP MODEL, 12" x 12" OR APPROVED EQUAL
2. INSTALL HOOD AS PER MANUFACTURER'S RECOMMENDATIONS



INLET TRENCH DETAIL

NOT TO SCALE

THE CITY OF SCRANTON	NO. 10	4
NORTH MAIN AVE AND PARKER ST SIGNAL	NO. 10	4
SCRANTON CITY LABORATORY DEPT. ENGINEERING	NO. 10	4
CONSTRUCTION DETAILS	NO. 10	4
11000 10th Street	NO. 10	4
Scranton, PA 18503	NO. 10	4
RECEIVED	NO. 10	4
DATE	NO. 10	4
BY	NO. 10	4




NO. 10	DATE	1/1/10
BY	REVISION	1/1/10
DATE	1/1/10	1/1/10

[illegible]

TABULATION OF QUANTITIES

ROADWAY/DRAINAGE

REVISION NO.	REVISIONS	DATE	BY	DISTRICT	COUNTY	ROUTE	SHEET
				4-0	LACKAWANNA	N MAIN AVE	7 OF 14
CITY OF SCRANTON							

		STATIONS		SIDE		REMARKS		LINE	

[illegible]

MISCELLANEOUS

ITEM NUMBER	QUNT.	UNIT	DESCRIPTION	LOCATION
0910-2823	1	EACH	250-WATT HIGH PRESSURE SODIUM LUMINAIRE, ARM MOUNT	△
4262-1040	1	EACH	NEMA TS-4 TYPE 2 CONTROLLER ASSEMBLY, TYPE 2 CONTROL	CONTROLLER
0974-0800	1	EACH	UNINTERMPTIBLE POWER SUPPLY (UPS)	△
0955-3208	2	EACH	VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS	△
0955-3208	2	EACH	VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS	△
0955-3208	3	EACH	VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS	△
0955-3208	2	EACH	VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS	△
0955-3722	2	EACH	LED COUNTERDOWN PEDESTRIAN SIGNAL HEAD, TYPE A	△
0955-3722	2	EACH	LED COUNTERDOWN PEDESTRIAN SIGNAL HEAD, TYPE A	△
0955-3722	2	EACH	LED COUNTERDOWN PEDESTRIAN SIGNAL HEAD, TYPE A	△
0955-3722	2	EACH	LED COUNTERDOWN PEDESTRIAN SIGNAL HEAD, TYPE A	△
0955-0900	1	EACH	PEDESTRIAN PUSH BUTTON	△
0956-0600	1	EACH	PEDESTRIAN PUSK BUTTON	△
0955-0900	1	EACH	PEDESTRIAN PUSH BUTTON	△
0955-0900	1	EACH	PEDESTRIAN PUSH BUTTON	△
0956-0900	1	EACH	PEDESTRIAN PUSH BUTTON	△
0956-0900	1	EACH	PEDESTRIAN PUSH BUTTON	△
0956-0900	1	EACH	PEDESTRIAN PUSH BUTTON	△
0956-0600	1	EACH	PEDESTRIAN PUSH BUTTON	△
0956-0900	1	EACH	PEDESTRIAN PUSH BUTTON	△
4358-0700	1	EACH	VIBRO DETECTION	CONTROLLED
4358-0771	1	EACH	RADAR DETECTION SYSTEM MODIFIED	CONTROLLER
4358-0901	1	EACH	OFTICAL PRECAUTION SYSTEM	CONTROLLER
B099-0004	X	L5	RELUGATION AND REMOVAL OF EXISTING TRAFFIC SIGNALS	—

① PREEMPTION FAILSAFE LIGHT
② VIDEO/RADAR DETECTOR

ITEM NUMBER	QUAN.	UNIT	DESCRIPTION	REMARKS
0350-0001	34	LF	4" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	DASHED WHITE
0350-0002	571	LF	4" YELLOW HOT THERMOPLASTIC PAVEMENT MARKINGS	CENTER LINES
0350-0005	50	LF	4" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	LANE LINE
0350-0021	62	LF	4" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	STOP BARS & SURVEYOR'S TRIPSTAKE
0350-0024	2	EACH	WHITE HOT THERMOPLASTIC LEGEND "LEFT AHEAD"	LEFT AHEAD

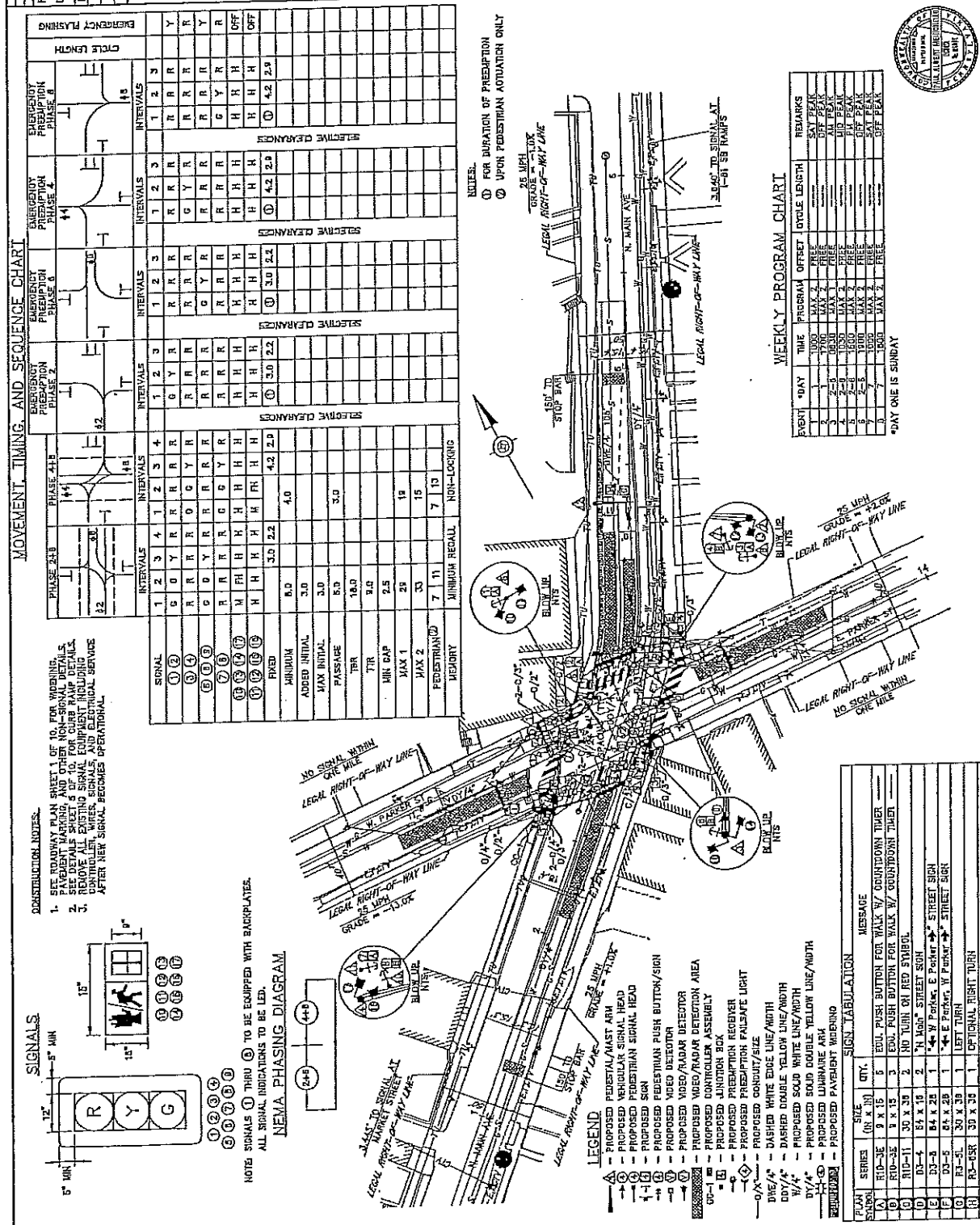
TRENCH. CONDUIT. JUNCTION BOX. ELECTRICAL ITEMS

DESCRIPTORS	ITEM NUMBER	UNIT						EACH	LS
		LF	LF	LF	LF	LF	LF		
LOCATION	UP PHL STRETA NORTH TO JB 1		87	38	29		1	1	
	CO TO JB 1		16						
	JB 1 TO JB 2		50		10	28	1		
	JB 1 TO JB 3		94			10	44	1	
	JB 1 TO POLE 4			9					
	JB 1 TO POLE 10		5						
	JB 1 TO POLE 11		12			12			
	JB 2 TO POLE 1			28		12			
	JB 2 TO POLE 8		8						
	JB 2 TO POLE 9		22			28			
	JB 3 TO JB 4		73		1	38	41	1	
	JB 3 TO POLE 3			9					
	JB 3 TO POLE 8		3						
	JB 4 TO POLE 2		4						
	JB 4 TO POLE 7		12		1	11			
	JB 4 TO POLE 8		16						
	JB 4 TO POLE 5		85	273	83	48	205	123	4
	JB 4 TO POLE 6		15			14			1

ITEM NUMBER	QUANTITY EACH	DESCRIPTION	AREA EACH (sq')	SIZE (INCH)	SERIES	STANDARD
1	2	NO TURN ON RED	7.50	30x36	R10-11	5
2	2	"R" ROAD STREET SIGN	6.00	24x16	D3-4	10
3	1	"W" PARKING PERMIT STREET SIGN	16.33	36x24	D3-5	10
4	1	"E" PARKING PERMIT STREET SIGN	16.33	36x24	D3-5	10
5	1	"E" PARKING PERMIT STREET SIGN	16.33	36x24	D3-5	10
6	1	LEFT TURN	7.50	30x36	R3-2L	10
7	1	OPTIONAL RIGHT TURN	7.50	30x36	R3-6R	10
8	2	STOP HERE ON RED (LEFT ARROW)	5.00	24x30	R10-AM	10
9	10	TOTAL				



PROJECT NO.	40332	SHEET	2	OF	3
DATE ISSUED	9-29-2019	DATE REVISED			
DATE REVIEWED		REMARKS			
<p>GENERAL NOTES:</p> <p>CONTRACTOR SHALL MAINTAIN THE TRAFFIC SIGNAL IN ACCORDANCE WITH PENNSYLVANIA DEPARTMENT OF TRANSPORTATION REGULATIONS ON OFFICIAL TRAFFIC CONTROL DEVICES (PUB 212), SPECIFICATIONS (PUB 400), TRAFFIC STANDARDS (PUB 401), AND SIGNAGE (PUB 402), AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNALING MANUAL (PUB 140), AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNALING MANUAL (PUB 140), AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNALING MANUAL (PUB 140).</p> <p>ALL MAINTENANCE NECESSARY FOR THE PROPER VISIBILITY OF THESE SIGNALS, INCLUDING TRIMMING OF TREES, IS THE RESPONSIBILITY OF THE CONTRACTOR.</p> <p>THE CONTRACTOR SHALL MAINTAIN ALL SIGNS IN THE DRAWING, WHICH ARE CONSIDERED PART OF THE PERMIT, UNLESS OTHERWISE INDICATED.</p> <p>THIS DRAWING CANNOT BE USED AS A CONSTRUCTION DRAWING, UNLESS THE CONTRACTOR COMPLIES WITH THE PROVISIONS OF ACT 37 OF 2012, WHICH REQUIRE THE CONTRACTOR TO CONSULT WITH UTILITY COMPANIES TO RESOLVE ANY CONFLICTS.</p> <p>THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ANY RELOCATION OF OVERHEAD UTILITIES THAT MAY INTERFERE WITH CLEAR VISION OF THE SIGNAL HEADS.</p> <p>INSTALL SIGNAL HEADS AND SIGNS WITH BOTTOMS NOT LESS THAN 14 FEET FOR MORE THAN 17 FEET ABOVE THE ROADWAY.</p> <p>INSTALL SIGNAL SUPPORTS AND POST MOUNTED SIGNAL HEADS A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.</p> <p>INSTALL ALL SIGNS AND PAYMENT MARKINGS, AS INDICATED IN THIS DRAWING, AND MAINTAIN THEM IN GOOD CONDITION. BE NOTED: CONTRACTOR SHALL MAINTAIN ALL PAYMENT MARKINGS ASSOCIATED WITH THIS SIGNAL PLAN SHALL BE NOT APPLIED THEREAFTER.</p> <p>CONTACT PENNDOT TRAFFIC UNIT TO SCHEDULE A TRAFFIC SIGNAL INSPECTION. SIGNAL EQUIPMENT IS TO BE COVERED UNTIL THE INSPECTION.</p> <p>INSTALL WAST ARMS AND PEDESTAL POLES FOUNDATIONS FLUSH WITH THE SIDEWALK OR SURROUNDING GRADE.</p> <p>THE CONTRACTOR IS RESPONSIBLE TO MAKE THE SIGNAL FUNCTION ACCORDING TO PLAN.</p>					
COUNTY:	LACKAWANNA				
MUNICIPALITY:	SCRANTON CITY				
INTERSECTION:	NORTH MAIN AVENUE & PARKER STREET				
REVIEWED:					
MUNICIPAL OFFICIAL:	DATE				
RECOMMENDED:					
DISTRICT TRAFFIC ENGINEER:	DATE				
SCALE:	0 25 50 100				



PROJECT NO.	45332	DATE	9-29-2013	REVISION	10/16/14
DATE ISSUED	9-29-2013	DATE REVISED			
DATE REVISED		REMARKS			
INITIALS					

EMERGENCY VEHICLE PRE-EMPTION NOTES

CONTRACTOR TO BE EQUIPPED WITH EMERGENCY PREEMPTION FOR ALL APPROACHES WITH A FAIL SAFE DEVICE FOR EACH DIRECTION OF OPERATION.

THIS FAIL SAFE DEVICE SHALL CONSIST OF A FLASHING WHITE FLOOD LIGHT AND SHALL BE LOCATED AT THE INTERSECTION OF THE APPROACH.

THE SIGNALS WHEN ACTIVATED BY EMERGENCY VEHICLE SHALL TERMINATE ALL GREEN INDICATIONS EXCEPT THE GREEN INDICATIONS FOR THE FRAME ADVANCEMENT OF THE APPROACHING EMERGENCY VEHICLE, FOLLOWED BY SELECTIVE CLEARANCE DEFERRER UPON THE PHASE IN WHICH THE PREEMPTION OCCURS. THE GREEN INDICATIONS FOR THE PHASE IN WHICH THE PREEMPTION OCCURS SHALL BE EXTENDED FOR THE SIGNAL PREEMPTION AND RED INDICATIONS DISPLAYED FOR ALL OTHER PHASES.

THE SIGNALS WHEN ACTIVATED BY EMERGENCY VEHICLE SHALL TIME OUT ALL YELLOW AND RED INDICATIONS AND SHALL BE EXTENDED FOR THE REMAINING PHASE OF THE PREEMPTION PHASE.

IF SIGNALS HAVE BEEN ACTIVATED BY PEDESTRIAN PUSHBUTTON AND THE SIGNAL IS PREEMPTED, THE PEDESTRIAN SHALL BE SPAT BETWEEN RED WALK AND RED CLEAR. PEDESTRIAN SHALL BE EXTENDED FOR THE REMAINING PHASE OF THE PREEMPTION AND RED INDICATIONS SHALL BE EXTENDED FOR THE REMAINING PHASE OF THE PREEMPTION.

FOR WIRELESS PREEMPTION, THE GREEN INTERVAL SHALL EQUAL THE LENGTH OF THE PREEMPTION DURATION GALL PLUS 5 SECONDS.

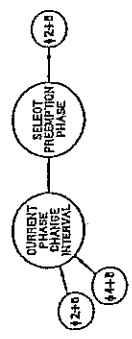
IF THE SIGNALS WHEN ACTIVATED BY AN EMERGENCY VEHICLE ARE FLASHING, ALL SIGNALS SHALL REMAIN FLASHING.

UPON COMPLETION OF THE PREEMPTION PHASE 2, 4, 8 OR 8 IN RETURNING TO NORMAL OPERATION, PHASE 2+3 INTERVAL 1 SHALL FOLLOW.

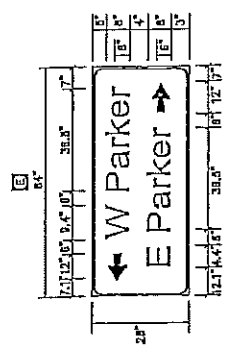
IN EMERGENCY PREEMPTION NO PRIORITY SHALL BE ESTABLISHED. PREEMPTION SHALL BE A "FIRST COME, FIRST SERVED" OPERATION.

WIRELESS PREEMPTION SHALL BE PROVIDED FOR ALL APPROACHES OF THE INTERSECTION. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING THE RECEIVING DEVICES IN ORDER TO ACHIEVE PROPER OPERATION ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS. MOST CONDUITS ARE ADEQUATE SIZE TO HANDLE THE ADDITIONAL PREEMPTION DEVICES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE DIAMETERS.

EMERGENCY PREEMPTION PHASING DIAGRAM



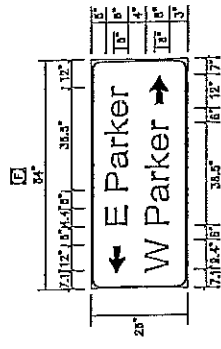
COUNTY	LACKAWANNA
MUNICIPALITY	SCRANTON CITY
INTERSECTION	NORTH MAIN AVENUE & PARKER STREET
REVIEWED	
MUNICIPAL OFFICIAL	
DATE	
RECOMMENDED	
DISTRICT TRAFFIC ENGINEER	
DATE	
SCALE	0 25 50 100



25" RADIUS, 0.8" BORDER, WHITE ON GREEN
STANDARD ARROW CUSTOM, 12.0"x8.0", 180°

TABLE OF DISTANCES BETWEEN LETTER AND OBJECT LEFTS

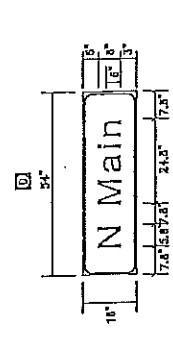
Letter	Object Left	Distance
W	P	12.0
E	P	12.0
P	W	12.0
P	E	12.0



25" RADIUS, 0.8" BORDER, WHITE ON GREEN
STANDARD ARROW CUSTOM, 12.0"x8.0", 180°

TABLE OF DISTANCES BETWEEN LETTER AND OBJECT LEFTS

Letter	Object Left	Distance
E	P	12.0
W	P	12.0
P	E	12.0
P	W	12.0



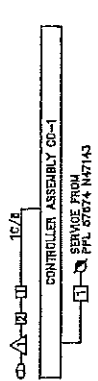
25" RADIUS, 0.8" BORDER, WHITE ON GREEN
STANDARD ARROW CUSTOM, 12.0"x8.0", 180°

TABLE OF DISTANCES BETWEEN LETTER AND OBJECT LEFTS

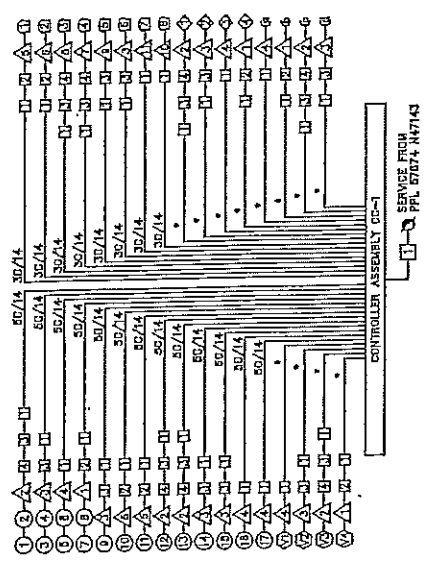
Letter	Object Left	Distance
N	M	12.0
M	N	12.0

OVERHEAD SIGNS

NOT TO SCALE



LUMINAIRE WIRING DIAGRAM



WIRING DIAGRAM

- LEGEND
- ① - JUNCTION BOX
 - ② - PEDESTAL/MAST ARM
 - ③ - VERTICAL SIGNAL HEAD
 - ④ - LUMINAIRE
 - ⑤ - PEDESTRIAN PUSH BUTTON
 - ⑥ - VIDEO/RADAR DETECTOR
 - ⑦ - EMERGENCY PRE-EMPTION FAULTSAFE LIGHT
 - ⑧ - EMERGENCY PRE-EMPTION RECEIVER
 - 90/14 - DABLE (NO. OF CONDUCTORS/SIZE AWG.)
 - * - PER MANUFACTURER'S SPECIFICATIONS

DURING NON-WORK HOURS BOTH LANES SHALL BE OPEN TO ACCOMMODATE TWO-WAY TRAFFIC. COORDINATE WORK ZONE SIGNING AND OPERATIONS WITH OTHER PROJECTS IN THE AREA.

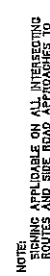
NOTE:
TYPE "O" LIGHT ON EVERY CHANNELIZING
DEVICE, IN ALL TAPERS AND ON EVERY
OTHER DEVICE IN THE LONGITUDINAL
SECTION.

NOT TO SCALE

2. DROPOFFS FROM THE EDGE OF THE TRAVEL LANE.

DISTANCE FROM EDGE OF TRAVEL LANE	DROPOFF HEIGHT	
	≤2 INCHES	>2 INCHES TO ≤4 INCHES TO >4 FEET
≤4 FEET	NO CHANNELIZING DEVICES REQUIRED	<ul style="list-style-type: none"> INSTALL A 1:1 OR FLATTER TO RATIO WEDGE ^{1,2} INSTALL A 3:1 SLOPE WITH SUITABLE MATERIAL AND COMPACT TO NON-MOVEMENT. ^{1,2} OR INSTALL A 3:1 SLOPE WITH SUITABLE MATERIAL AND COMPACT TO NON-MOVEMENT. ^{1,2} OR INSTALL TEMPORARY OR CHANNEL BARRIER. PLACE SUITABLE MATERIAL TO GRADE AND COMPACT TO NON-MOVEMENT.
>4 FEET TO ≤12 FEET	NO CHANNELIZING DEVICES REQUIRED	<ul style="list-style-type: none"> INSTALL A 1:1 OR FLATTER TO RATIO WEDGE ^{1,2} OR INSTALL A 3:1 SLOPE WITH SUITABLE MATERIAL AND COMPACT TO NON-MOVEMENT. ^{1,2} OR INSTALL TEMPORARY OR CHANNEL BARRIER. PLACE SUITABLE MATERIAL TO GRADE AND COMPACT TO NON-MOVEMENT.
>12 FEET TO <15 FEET	NO CHANNELIZING DEVICES REQUIRED	<ul style="list-style-type: none"> USE CHANNELIZING DEVICES THROUGHOUT DROPOFF CONDITION ¹ OR USE CHANNELIZING DEVICES THROUGHOUT DROPOFF CONDITION ²

- BEHIND GUIDEWAIL, BARRIER, OR CURB; OR
- GREATER THAN 15 FEET FROM THE EDGE OF ROADWAY

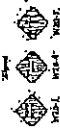


NOT TO SCALE

NOV 1964	FILE	ACQUISITION	DATE	APPROVED
----------	------	-------------	------	----------

PAYTABLE (Old PAYTABLE) - Notes

1. This table will be used to determine the amount of pay for each employee for each month of the year.
2. The pay for each month will be determined by the number of hours worked and the rate of pay.
3. The pay for each month will be determined by the number of hours worked and the rate of pay.
4. The pay for each month will be determined by the number of hours worked and the rate of pay.

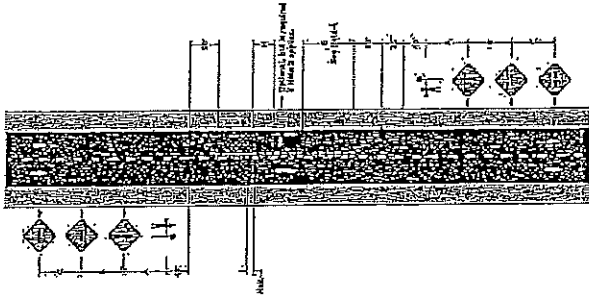


Paytable and Working Conditions Chart

Rate	100	150	200	250	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1000
100	100	150	200	250	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1000
150	150	200	250	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1000	
200	200	250	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1000		
250	250	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1000			
300	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1000				
350	350	400	450	500	550	600	650	700	750	800	850	900	950	1000					
400	400	450	500	550	600	650	700	750	800	850	900	950	1000						
450	450	500	550	600	650	700	750	800	850	900	950	1000							
500	500	550	600	650	700	750	800	850	900	950	1000								
550	550	600	650	700	750	800	850	900	950	1000									
600	600	650	700	750	800	850	900	950	1000										
650	650	700	750	800	850	900	950	1000											
700	700	750	800	850	900	950	1000												
750	750	800	850	900	950	1000													
800	800	850	900	950	1000														
850	850	900	950	1000															
900	900	950	1000																
950	950	1000																	
1000	1000																		

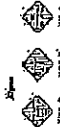
PAYTABLE (Old PAYTABLE) - Notes

Work in One Lane Two Direction



PAYTABLE (Old PAYTABLE) - Notes

1. This table will be used to determine the amount of pay for each employee for each month of the year.
2. The pay for each month will be determined by the number of hours worked and the rate of pay.
3. The pay for each month will be determined by the number of hours worked and the rate of pay.
4. The pay for each month will be determined by the number of hours worked and the rate of pay.

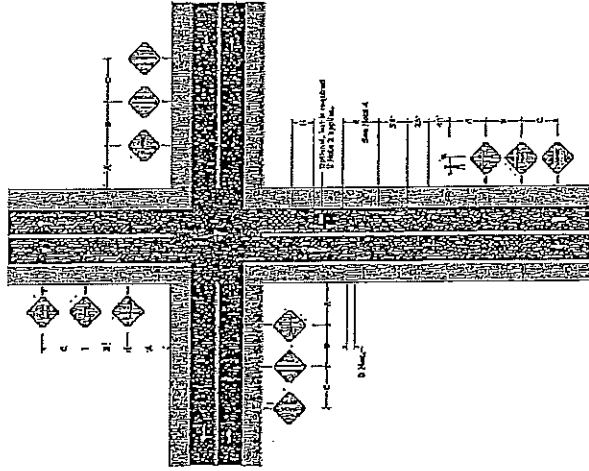


Paytable and Working Conditions Chart

Rate	100	150	200	250	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1000
100	100	150	200	250	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1000
150	150	200	250	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1000	
200	200	250	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1000		
250	250	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1000			
300	300	350	400	450	500	550	600	650	700	750	800	850	900	950	1000				
350	350	400	450	500	550	600	650	700	750	800	850	900	950	1000					
400	400	450	500	550	600	650	700	750	800	850	900	950	1000						
450	450	500	550	600	650	700	750	800	850	900	950	1000							
500	500	550	600	650	700	750	800	850	900	950	1000								
550	550	600	650	700	750	800	850	900	950	1000									
600	600	650	700	750	800	850	900	950	1000										
650	650	700	750	800	850	900	950	1000											
700	700	750	800	850	900	950	1000												
750	750	800	850	900	950	1000													
800	800	850	900	950	1000														
850	850	900	950	1000															
900	900	950	1000																
950	950	1000																	
1000	1000																		

PAYTABLE (Old PAYTABLE) - Notes

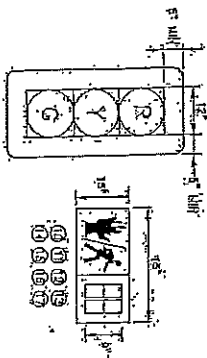
Four-Lane Intersection Flagging



THE CITY OF SCRANTON	
NORTH MAIN AVE AND PARKER ST SIGNAL	NOV 14 2019
SCRANTON CITY ENGINEERING	NOV 14 2019
TRAFFIC CONTROL PLAN	NOV 14 2019
13	

DATE	11/14/2019
BY	11/14/2019
REVISION	11/14/2019
DESCRIPTION	11/14/2019

75



NOTES: (1) TALL (2) TO BE RE-EVALUATED WHEN AVAILABLE. TEST
SILICA MONITORING TO BE I.D.

NEW: PHASING DIAGRAM:



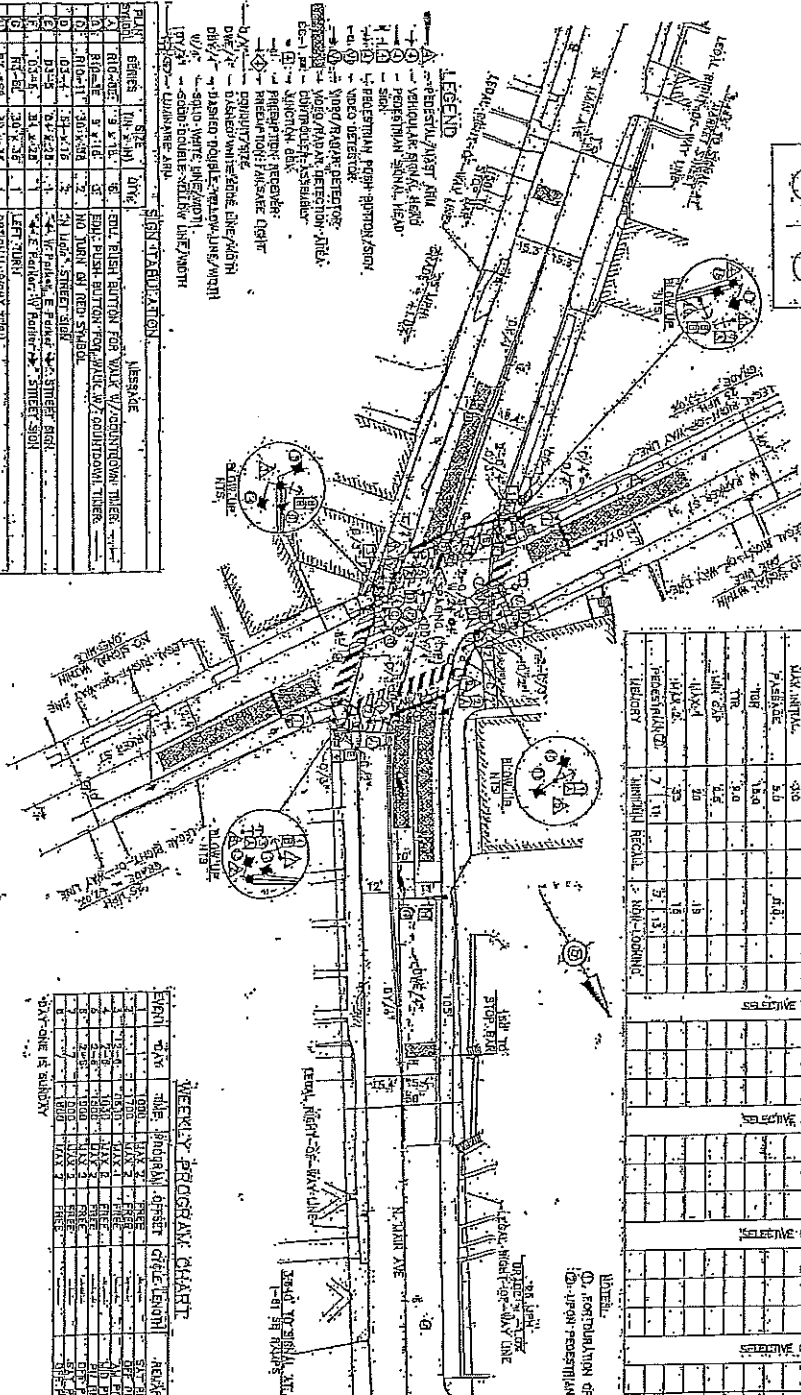
LEGEND

- ① - PEDISTAL/ALIST ARM
- ② - VERTICAL SIGNAL HEAD
- ③ - PERIPHERAL SIGNAL HEAD
- ④ - SIGNAL
- ⑤ - PEDESTRIAN PUSH BUTTON/SIGNAL
- ⑥ - VIDEO DETECTOR
- ⑦ - VIDEO/RADAR DETECTOR
- ⑧ - VIDEO/RADAR DETECTION AREA

[illegible]

SIGNIFICATION

PLATE	GENES	SIZE	UNIT	MESSAGE
1	610-625	3' x 1 1/2"	6"	ENT. BLST BURTON FOR WALK W/COINTEGRATION THER. NOT
2	810-825	3' x 1 1/2"	3"	EMUL. PLASH-UNIT. FORM. PLASH W/ COINTEGRATION THER.
3	810-825	3' x 1 1/2"	3"	NO TURN ON RED SIGNAL
4	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
5	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
6	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
7	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
8	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
9	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
10	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
11	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
12	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
13	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
14	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
15	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
16	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
17	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
18	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
19	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
20	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
21	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
22	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
23	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
24	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
25	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
26	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
27	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
28	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
29	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
30	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
31	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
32	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
33	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
34	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
35	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
36	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
37	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
38	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
39	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
40	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
41	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
42	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
43	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
44	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
45	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
46	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
47	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
48	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
49	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
50	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
51	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
52	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
53	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
54	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
55	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
56	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
57	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
58	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
59	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
60	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
61	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
62	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
63	810-825	3' x 1 1/2"	3"	2.1 NO. STREET SIGN
64	810-825	3' x 1 1/2"	3"	2.1 NO.



MOVEMENT, TIMING, AND SEQUENCE CHARTS

INTERVALS		INTERVALS		INTERVALS		INTERVALS		INTERVALS		INTERVALS	
1	2	1	2	1	2	1	2	1	2	1	2
1	2	1	2	1	2	1	2	1	2	1	2
3	4	3	4	3	4	3	4	3	4	3	4
5	6	5	6	5	6	5	6	5	6	5	6
7	8	7	8	7	8	7	8	7	8	7	8
9	10	9	10	9	10	9	10	9	10	9	10
11	12	11	12	11	12	11	12	11	12	11	12
13	14	13	14	13	14	13	14	13	14	13	14
15	16	15	16	15	16	15	16	15	16	15	16
17	18	17	18	17	18	17	18	17	18	17	18
19	20	19	20	19	20	19	20	19	20	19	20
21	22	21	22	21	22	21	22	21	22	21	22
23	24	23	24	23	24	23	24	23	24	23	24
25	26	25	26	25	26	25	26	25	26	25	26
27	28	27	28	27	28	27	28	27	28	27	28
29	30	29	30	29	30	29	30	29	30	29	30
31	32	31	32	31	32	31	32	31	32	31	32
33	34	33	34	33	34	33	34	33	34	33	34
35	36	35	36	35	36	35	36	35	36	35	36
37	38	37	38	37	38	37	38	37	38	37	38
39	40	39	40	39	40	39	40	39	40	39	40
41	42	41	42	41	42	41	42	41	42	41	42
43	44	43	44	43	44	43	44	43	44	43	44
45	46	45	46	45	46	45	46	45	46	45	46
47	48	47	48	47	48	47	48	47	48	47	48
49	50	49	50	49	50	49	50	49	50	49	50
51	52	51	52	51	52	51	52	51	52	51	52
53	54	53	54	53	54	53	54	53	54	53	54
55	56	55	56	55	56	55	56	55	56	55	56
57	58	57	58	57	58	57	58	57	58	57	58
59	60	59	60	59	60	59	60	59	60	59	60
61	62	61	62	61	62	61	62	61	62	61	62
63	64	63	64	63	64	63	64	63	64	63	64
65	66	65	66	65	66	65	66	65	66	65	66
67	68	67	68	67	68	67	68	67	68	67	68
69	70	69	70	69	70	69	70	69	70	69	70
71	72	71	72	71	72	71	72	71	72	71	72
73	74	73	74	73	74	73	74	73	74	73	74
75	76	75	76	75	76	75	76	75	76	75	76
77	78	77	78	77	78	77	78	77	78	77	78
79	80	79	80	79	80	79	80	79	80	79	80
81	82	81	82	81	82	81	82	81	82	81	82
83	84	83	84	83	84	83	84	83	84	83	84
85	86	85	86	85	86	85	86	85	86	85	86
87	88	87	88	87	88	87	88	87	88	87	88
89	90	89	90	89	90	89	90	89	90	89	90
91	92	91	92	91	92	91	92	91	92	91	92
93	94	93	94	93	94	93	94	93	94	93	94
95	96	95	96	95	96	95	96	95	96	95	96
97	98	97	98	97	98	97	98	97	98	97	98
99	100	99	100	99	100	99	100	99	100	99	100
101	102	101	102	101	102	101	102	101	102	101	102
103	104	103	104	103	104	103	104	103	104	103	104
105	106	105	106	105	106	105	106	105	106	105	106
107	108	107	108	107	108	107	108	107	108	107	108
109	110	109	110	109	110	109	110	109	110	109	110
111	112	111	112	111	112	111	112	111	112	111	112
113	114	113	114	113	114	113	114	113	114	113	114
115	116	115	116	115	116	115	116	115	116	115	116
117	118	117	118	117	118	117	118	117	118	117	118
119	120	119	120	119	120	119	120	119	120	119	120
121	122	121	122	121	122	121	122	121	122	121	122
123	124	123	124	123	124	123	124	123	124	123	124
125	126	125	126	125	126	125	126	125	126	125	126
127	128	127	128	127	128	127	128	127	128	127	128
129	130	129	130	129	130	129	130	129	130	129	130
131	132	131	132	131	132	131	132	131	132	131	132
133	134	133	134	133	134	133	134	133	134	133	134
135	136	135	136	135	136	135	136	135	136	135	136
137	138	137	138	137	138	137	138	137	138	137	138
139	140	139	140	139	140	139	140	139	140	139	140
141	142	141	142	141	142	141	142	141	142	141	142
143	144	143	144	143	144	143	144	143	144	143	144
145	146	145	146	145	146	145	146	145	146	145	146
147	148	147	148	147	148	147	148	147	148	147	148
149	150	149	150	149	150	149	150	149	150	149	150
151	152	151	152	151	152	151	152	151	152	151	152
153	154	153	154	153	154	153	154	153	154	153	154
155	156	155	156	155	156	155	156	155	156	155	156
157	158	157	158	157	158	157	158	157	158	157	158
159	160	159	160	159	160	159	160	159	160	159	160
161	162	161	162	161	162	161	162	161	162	161	162
163	164	163	164	163	164	163	164	163	164	163	164
165	166	165	166	165	166	165	166	165	166	165	166
167	168	167	168	167	168	167	168	167	168	167	168
169	170	169	170	169	170	169	170	169	170	169	170
171	172	171	172	171	172	171	172	171	172	171	172
173	174	173	174	173	174	173	174	173	174	173	174
175	176	175	176	175	176	175	176	175	176	175	176
177	178	177	178	177	178	177	178	177	178	177	178
179	180	179	180	179	180	179	180	179	180	179	180
181	182	181	182	181	182	181	182	181	182	181	182
183	184	183	184	183	184	183	184	183	184	183	184
185	186	185	186	185	186	185	186	185	186	185	186
187	188	187	188	187	188	187	188	187	188	187	188
189	190	189	190	189	190	189	190	189	190	189	190
191	192	191	192	191	192	191	192	191	192	191	192
193	194	193	194	193	194	193	194	193	194	193	194
195	196	195	196	195	196	195	196	195	196	195	196
197	198	197	198	197	198	197	198	197	198	197	198
199	200	199	200	199	200	199	200	199	200	199	200
201	202	201	202	201	202	201	202	201	202	201	202
203	204	203	204	203	204	203	204	203	204	203	204
205	206	205	206	205	206	205	206	205	206	205	206
207	208	207	208	207	208	207	208	207	208	207	208
209	210	209	210	209	210	209	210	209	210	209	210
211	212	211	212	211	212	211	212	211	212	211	212
213	214	213	214	213	214	213	214	213	214	213	214
215	216	215	216	215	216	215	216	215	216	215	216
217	218	217	218	217	218	217	218	217	218	217	218
219	220	219	220	219	220	219	220	219	220	219	220
221	222	221	222	221	222	221	222	221	222	221	222
223	224	223	224	223	224	223	224	223	224	223	224
225	226	225	226	225	226	225	226	225	226	225	226
227	228	227	228	227	228	227	228	227	228	227	228
229	230	229	230	229	230	229	230	229	230	229	230
231	232	231	232	231	232	231	232	231	232	231	232
233	234	233	234	233	234	233	234	233	234	233	234
235	236	235	236	235	236	235	236	235	236	235	236
237	238	237	238	237	238	237	238	237	238	237	238
239	240	239	240	239	240	239	240	239	240	239	240
241	242	241	242	241	242	241	242	241	242	241	242
243	244	243	244	243	244	243	244	243	244	243	244
245	246	245	246	245	246	245	246	245	246	245	246
247	248	247	248	247	248	247	248	247	248	247	248
249	250	249	250	249	250	249	250	249	250	249	250
251	252	251	252	251	252	251	252	251	252	251	252
253	254	253	254	253	254	253	254	253	254	253	254
255	256	255	256	255	256	255	256	255	256	255	256
257	258	257	258	257	258	257	258	257	258		

WEEKLY PRORGAM CHART

EVENT	DATE	TIME	STANDARD	OFFSET	CITY	LENGTH	REMARKS
1	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
2	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
3	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
4	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
5	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
6	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
7	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
8	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
9	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
10	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
11	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
12	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
13	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
14	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
15	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
16	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
17	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
18	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
19	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
20	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
21	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
22	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
23	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
24	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
25	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
26	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
27	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
28	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
29	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
30	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
31	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
32	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
33	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
34	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
35	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
36	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
37	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
38	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
39	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
40	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
41	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
42	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
43	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
44	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
45	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
46	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
47	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
48	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
49	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
50	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
51	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
52	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
53	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
54	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
55	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
56	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
57	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
58	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
59	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
60	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
61	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
62	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
63	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
64	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
65	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
66	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
67	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
68	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
69	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
70	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
71	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
72	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
73	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
74	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
75	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
76	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
77	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
78	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
79	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
80	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
81	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
82	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
83	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
84	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
85	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
86	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
87	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
88	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
89	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
90	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
91	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
92	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
93	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
94	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
95	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
96	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
97	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
98	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
99	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK
100	10/01	10:00	10/01	00:00	10/01	00:00	DAY-BEAK

GENERAL NOTES:

[illegible][illegible]

COUNTY _____
MUNICIPALITY _____
INTERSECTION _____
6 PARKER STREET
REVIEWED BY _____
APPROVED BY _____
DATE _____
SCALE: 0' = 25' = 50'



CITY OF SCRANTON

TRAFFIC SIGNAL REPLACEMENT AT NORTH MAIN AVENUE AND PARKER STREET
CITY OF SCRANTON, LACKAWANNA COUNTY, PA

BID FORM

NAME: Kuharchik Construction, Inc

ADDRESS: 420 Schooley Avenue

Exeter, PA 18643

PHONE #: (570)654-3391 FAX#: (570)602-7389

FEDERAL I.D. #: 23-1906573

PRINCIPALS: Rhoda Kuharchik, President

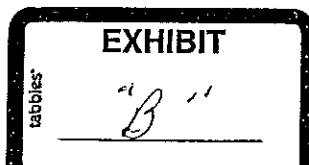
DATE: 12/5/2016

PROJECT: Traffic Signal Replacement at North Main Ave and Parker St

ENCLOSED IS: ☒ BID BOND, CERTIFIED CHECK, OR CASHIERS CHECK
AND
☒ WORKER'S COMPENSATION INSURANCE CERTIFICATE
AND
☒ PUBLIC LIABILITY INSURANCE CERTIFICATE

TOTAL: BASE BID \$ 324,842.00

Rhoda Kuharchik
SIGNATURE



ATTACHMENT 1
SCHEDULE OF PRICES
Traffic Signal Replacement at North Main Avenue and Parker Street
Overall Bid Form

Sheet 1 of 3

ITEM NO.	DESCRIPTION	UNIT	EST QUANTITY	BID UNIT PRICE	BID PRICE
0608-0001	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00
4630-0010	PLAIN CEMENT CONCRETE CURB, INCLUDING REMOVAL OF EXISTING CURB	LF	151	\$ 184.00	\$ 27,784.00
0636-0001	BITUMINOUS CONCRETE CURB	LF	162	\$ 100.00	\$ 16,200.00
4676-0001	CEMENT CONCRETE SIDEWALK MODIFIED	SY	104	\$ 275.00	\$ 28,600.00
0695-0004	DETECTABLE WARNING SURFACE, POLYMER COMPOSITE	SF	80	\$ 55.70	\$ 4,456.00
0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	LS	1	\$ 12,100.00	\$ 12,100.00
0910-2828	250-WATT HIGH PRESSURE SODIUM LUMINAIRE, ARM MOUNT	EACH	1	\$ 420.00	\$ 420.00
0931-0001	POST MOUNTED SIGNS, TYPE B	SF	10	\$ 38.00	\$ 380.00
0935-0001	POST MOUNTED SIGNS, TYPE F	SF	75	\$ 32.00	\$ 2,400.00
0951-0120	TRAFFIC SIGNAL SUPPORT, 20' MAST ARM	EACH	2	\$ 8,950.00	\$ 17,900.00
0951-0125	TRAFFIC SIGNAL SUPPORT, 25' MAST ARM	EACH	1	\$ 9,500.00	\$ 9,500.00
0951-0130	TRAFFIC SIGNAL SUPPORT, 30' MAST ARM	EACH	1	\$ 11,300.00	\$ 11,300.00
0951-2115	TRAFFIC SIGNAL SUPPORT, 15' MAST ARM WITH LUMINAIRE ARM (30' MOUNTING HEIGHT)	EACH	1	\$ 9,300.00	\$ 9,300.00
0951-4014	TRAFFIC SIGNAL SUPPORT, 14' PEDESTAL	EACH	1	\$ 2,300.00	\$ 2,300.00
0951-4021	PEDESTRIAN STUD POLE, TYPE A	EACH	6	\$ 980.00	\$ 5,880.00
4952-1040	NEMA TS-2, TYPE 2 CONTROLLER ASSEMBLY, TYPE 1 MOUNTING	EACH	1	\$ 18,860.00	\$ 18,860.00
0954-0012	2 INCH CONDUIT	LF	86	\$ 4.00	\$ 344.00

ATTACHMENT 1
SCHEDULE OF PRICES
Traffic Signal Replacement at North Main Avenue and Parker Street
Overall Bid Form

Sheet 2 of 3

ITEM NO.	DESCRIPTION	UNIT	EST QUANTITY	BID UNIT PRICE	BID PRICE
0954-0013	3 INCH CONDUIT	LF	273	\$ 5.00	\$ 1,365.00
0954-0014	4 INCH CONDUIT	LF	83	\$ 7.00	\$ 581.00
0954-0151	TRENCH AND BACKFILL, TYPE I	LF	45	\$ 15.00	\$ 675.00
0954-0152	TRENCH AND BACKFILL, TYPE II	LF	205	\$ 58.00	\$ 11,890.00
0954-0153	TRENCH AND BACKFILL, TYPE III	LF	123	\$ 58.00	\$ 7,134.00
0954-0302	JUNCTION BOX, JB-27	EACH	4	\$ 500.00	\$ 2,000.00
0954-0403	ELECTRICAL SERVICE, TYPE C	EACH	1	\$ 1,890.00	\$ 1,890.00
0954-0600	UNINTERRUPTIBLE POWER SUPPLY (UPS)	EACH	1	\$ 4,950.00	\$ 4,950.00
0955-3208	VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS	EACH	9	\$ 630.00	\$ 5,670.00
0955-3722	LED COUNTDOWN PEDESTRIAN SIGNAL HEAD, TYPE A	EACH	8	\$ 480.00	\$ 3,840.00
0956-0500	PEDESTRIAN PUSH BUTTON	EACH	8	\$ 388.00	\$ 3,104.00
4956-0700	VIDEO DETECTOR	EACH	1	\$ 14,130.00	\$ 14,130.00
4956-0771	RADAR DETECTION SYSTEM MODIFIED	EACH	1	\$ 15,836.00	\$ 15,836.00
4956-0801	OPTICAL PREEMPTION SYSTEM	EACH	1	\$ 7,000.00	\$ 7,000.00
0960-0002	4" YELLOW HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	755	\$ 2.00	\$ 1,510.00
0960-0005	6" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	80	\$ 3.20	\$ 256.00
0960-0021	14" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	322	\$ 16.00	\$ 5,152.00

ATTACHMENT 1
 SCHEULE OF PRICES
 Traffic Signal Replacement at North Main Avenue and Parker Street
 Overall Bid Form

Sheet 3 of 3

ITEM NO.	DESCRIPTION	UNIT	EST QUANTITY	BID UNIT PRICE	BID PRICE
0960-0224	WHITE HOT THERMOPLASTIC LEGEND, "LEFT ARROW", 12'-0" X 3'-0"	EACH	2	\$ 200.00	\$ 400.00
9000-0001	PAVEMENT RESTORATION	SY	79	\$ 140.00	\$ 11,060.00
9000-0002	INLET REPLACEMENT COMPLETE AND IN PLACE INCLUDING MANHOLE	EACH	1	\$ 15,900.00	\$ 15,900.00
9000-0003	REMOVE STEEL POLE	EACH	1	\$ 400.00	\$ 400.00
9000-0004	RELOCATION AND REMOVAL OF EXISTING TRAFFIC SIGNAL SYSTEM	LS	1	\$ 6,500.00	\$ 6,500.00
9000-0005	SIGNAL AND LIGHTING CABLE, AS REQUIRED	LS	1	\$ 14,800.00	\$ 14,800.00
9000-0006	SCRANTON CITY POLICE ASSISTANCE	DOLLAR	3500	\$ 1.00	\$ 3,500.00
9676-0002	REINFORCED CEMENT CONCRETE SIDEWALK	SY	5	\$ 515.00	\$ 2,575.00
TOTAL OF BASE BID PRICES				\$ 324,842.00	

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned
Kuharchik Construction, Inc. as PRINCIPAL, and
Berkley Insurance Company

as SURETY are held and firmly bound unto City of Scranton, hereinafter called the "Local Public Agency", in the penal sum of Ten Percent of Bid Amount Dollars (\$ 10%) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompany bid, dated December 5, 2016, for Traffic Signal Replacement at North Main Avenue and Parker Street, Lackawanna County, City of Scranton

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, with ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or in the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 5th day of December 2016, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

INDIVIDUAL OR PARTNERSHIP PRINCIPALS

_____(SEAL)

_____(SEAL)

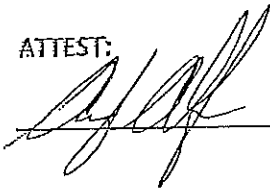
In the presence of:

_____(SEAL)

_____(SEAL)

CORPORATE PRINCIPAL

ATTEST:



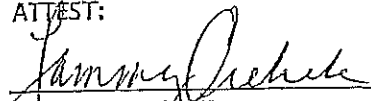
Tammy Orehek, Witness
Countersigned

Kuharchik Construction, Inc.

Rhoda Kuharchik (SEAL)

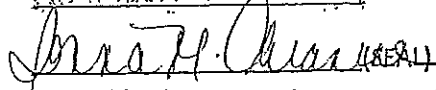
SURETY

ATTEST:




Tammy Orehek, Witness
Countersigned

Berkley Insurance Company



Donna M. Chiancone, Attorney-in-Fact

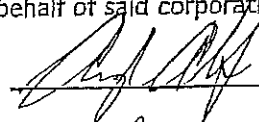
By:



Travis Shaffer
Attorney-in-Fact,
State of Pennsylvania

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ANGELO ALFANO, certify that I am the Secretary of the Corporation
named as Principal in the within bond; that
RHODA KUHARCHIK, who signed the said bond
on behalf of the Principal was then PRESIDENT of said Corporation; that I
know his signature, and his signature thereto is genuine; and that said bond was duly
signed, sealed and attested to for and in behalf of said corporation by authority of his
governing body.



Title: CONTROLLER

(CORPORATE SEAL)

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the Berkley Insurance Company organized and existing under the laws of the State of DE and licensed to do business in the State of PA certifies and agrees, that if contract for Traffic Signal Replacement at North Main Avenue and Parker Street, Lackawanna County, City of Scranton

for City of Scranton

is awarded to Kuharchik Construction, Inc.

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 5th day of December, 2016.

Berkley Insurance Company

By Donna M. Chiancone
Donna M. Chiancone, Attorney-in-Fact



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Donna M. Chiancone Conner Strong & Buckelew
Philadelphia, PA

Surety Bond No.: Bid Bond

Principal: Kuharchik Construction, Inc.

Obligee City of Scranton

Amount of Bond: See Bond Form

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:


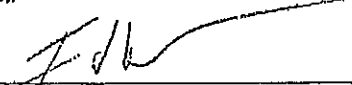
RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, LLC, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

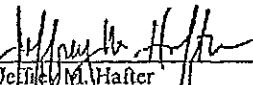
RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of January, 2013.

(Seal)  Attest:
By 
Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By 
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)


COUNTY OF FAIRFIELD)

) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of January, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

EILEEN KILLEEN

NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2017

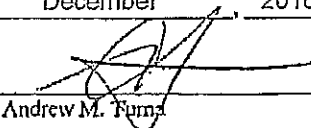

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 5th day of December, 2016.




Andrew M. Fuma

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2015

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 8,870,177
Common & Preferred Stocks	3,285,217
Cash & Short Term Investments	567,599
Premiums Receivable	1,396,912
Other Assets	<u>2,989,424</u>

Total Admitted Assets \$ 17,109,329

Liabilities & Surplus

Loss & LAE Reserves	\$ 8,753,797
Unearned Premium Reserves	2,503,622
Other Liabilities	<u>556,351</u>

Total Liabilities \$ 11,813,770

Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	2,818,041
Unassigned Surplus	<u>2,434,508</u>

Total Policyholders' Surplus \$ 5,295,559

Total Liabilities & Surplus \$ 17,109,329

Officers:

President: William Robert Berkley, Jr.
Secretary: Ira Seth Lederman
Treasurer: Eugene George Ballard

Directors:

William Robert Berkley,
(Chairman)
William Robert Berkley, Jr.
Eugene George Ballard
Paul James Hancock
Carol Josephine LaPunzina
Ira Seth Lederman
Carl Fred Madsen

BIDDER QUALIFICATION STATEMENT

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. Kuharchik Construction, Inc
2. Permanent main office address. 420 Schooley Ave, Exeter, PA 18643
3. When organized. September 5, 1973
4. If a corporation, where incorporated. Pennsylvania
5. How many years have you been engaged in the contracting business under your present firm or trade name? 43 years
6. Contracts on hand: (Schedule these, showing the amount of each contract and the appropriate anticipated dates of completion.) see attached
7. General character of work performed by your company. see attached
8. Have you ever failed to complete any work awarded to you?
If so, where and why? no
9. Have you ever defaulted on a contract?
If so, where and why? no
10. List all projects worked on in the past five (5) years and list the more important projects recently completed by your company, stating the approximate cost for each, and the month and the year completed. see attached
11. List all litigation, mediation, arbitration and any other similar dispute resolution proceedings you have been involved in with a project owner in the past seven (7) years. none
12. List the top ten (10) projects you have been involved within the past seven (7) years in which you have made claims, made requests for extra compensation, made requests for additional compensation and/or similar claims/requests. Provide a list of the claims/requests including a description, a dollar amount and the original contract price for the project. The ranking of the top ten (10) projects shall be based on the dollar amount of the claims/requests. none
13. List your major equipment available for this contract. see attached
14. Experience in construction work similar in importance to this project. see attached

15. Background and experience of the principal members of your organization, including the officers.
16. Credit available: \$ 2,500,000.00
17. Give Bank
Reference: see attached
18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? yes
19. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Bidder Qualification Statement.

Dated this _____ day of _____, 20____.

BIDDER

Kuharchik Construction, Inc

By: Rhoda Kuharchik

Title: Rhoda Kuharchik, President

Notary: Do you solemnly swear that the statements contained in this document, including attachments, are true to the best of your knowledge and belief?

Bidder: I do.

Commonwealth of Pennsylvania)
)SS:
County of LuZerne)

Before me the subscriber personally appeared Rhoda Kuharchik, to me known, who being duly sworn according to law, doth depose and say that the statements contained in this document, including attachments, are true to the best of their knowledge and belief and further deponent sayeth not.

Sworn and subscribed before me this 1st day of December, 2016.

[Signature]

NOTARY PUBLIC

SEAL

My Commission Expires Jan 10 2017

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JEAN TALAMELLI
Notary Public
WINGSTON BORO, LUZERNE COUNTY
My Commission Expires Jan 10 2017

NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of Pennsylvania)

County of Luzerne)

Rhoda Kuharchik being first duly sworn, deposes and says that:

(1) He is president
(owner, partner, officer, representative or agent)
of the Bidder that has submitted the attached 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 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 prices or the Bid price of any Bidder, or to
secure through any collusion, conspiracy, connivance or unlawful agreement any advantage
against the Owner 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.

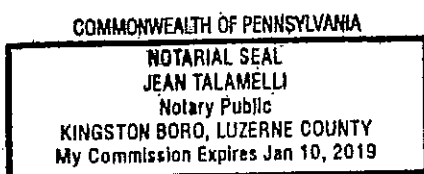
(Signed) Rhoda Kuharchik
president
(Title)

Subscribed and sworn to before me

this 1st day of December, 2016

Jean Talamelli
(Title)

My commission expires 1/10/19



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;² 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 12/5/2016

Kuharchik Construction, Inc
(Name of Bidder)

By Rhoda Kuharchik

Title Rhoda Kuharchik, President

CERTIFICATION 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 will 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 this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit 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 certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts 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 Dec. 5, 2016

Kuharchik Construction, Inc

(Name of Bidder)

Official Address
(including ZIP CODE):

By Alfreda Kuharchik

420 Schooley Avenue

President

(Title)

Exeter, PA 18643

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

BIDDER Kuharchik Construction, Inc

ADDRESS 420 Schooley Avenue

CITY, STATE, ZIP CODE Exeter, PA 18643

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☒ Yes ☐ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☒ Yes ☐ No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☒ Yes ☐ No ☐ None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☒ No

NAME Rhoda Kuharchik

TITLE President

SIGNATURE *Rhoda Kuharchik*

DATE 12/5/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2016

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
E. K. McConkey & Co.
2555 Kingston Road, Suite 100
York PA 17402

CONTACT NAME: Cathy Berger
PHONE (A/C, No, Ext): 717-755-9266 FAX (A/C, No): 717-755-9237
E-MAIL: cberger@ekmccconkey.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American		16535
INSURER B : Continental Casualty		20443
INSURER C : Travelers Insurance Co		39357
INSURER D :		
INSURER E :		
INSURER F :		

INSURED KUHAR-1

Kuharchik Construction Inc.
Kuharchik Equipment Inc.
420 Schooley Ave.
Exeter PA 18643-1153

COVERAGES

CERTIFICATE NUMBER: 1799388543

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLO021339400	3/1/2016	3/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP021339500	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		L6024009622	3/1/2016	3/1/2017	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 <input type="checkbox"/> N/A	WC021339300	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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
C	Equipment Floater Installation Floater		QT660540M924TIL16	7/2/2016	3/1/2018	Leased/Rented \$75,000 Owned Equip \$847,054 Jobsite limit \$150,000

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

CERTIFICATE HOLDER

City of Scranton Licensing, Inspections & Permits. City
Hall 4th Floor
340 N. Washington Ave.
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

© 1988-2014 ACORD CORPORATION. All rights reserved.

BID ADDENDUM NO. 1

November 22, 2016

To All Prospective Bidders For:

REPLACEMENT OF TRAFFIC SIGNAL AT NORTH MAIN AVENUE AND PARKER STREET CITY OF SCRANTON

Final Time and Date for Receipt of Bids:
10:00 AM, on DECEMBER 5, 2016, (unchanged)

In conformity with the requirements of SECTION 2 – INTERPRETATIONS OF ADDENDA of the Instructions to Bidders, this Bid Addendum shall be attached to and become part of the Bidding Documents.

The following items for the above referenced project are intended to clarify, correct or change the Bidding Documents:

The attention of all prospective Bidders is directed to the following changes in the Bidding Documents:

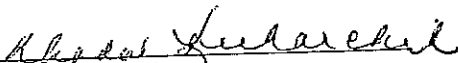
- Item 1.1** Contract Times: The Project shall be substantially complete within 150 days of the issued Notice to Proceed. Final completion shall be 15 days after substantial completion.
- Item 1.2** Instructions to Bidders: Please use the attached first sheet for the Instructions To Bidders and disregard the sheet provided with the bid package. The revisions are as follows:
- Item No. 1. Use of Separate Bid Forms:
- Remove "d. Bid Proposal"
 - For "e. Statement of Bidder's Qualifications", use the form included with this Bid Addendum. Bidders must provide evidence of PENNDOT Prequalification.
- Item 1.3** Special Provisions: Revise ITEM 4956-0700 as follows:
- Measurement and Payment** – Revise to read "Each. Price includes all required video cameras, cable, controller interface, video monitor for setting up detection zones, mounting hardware, and all software for complete installation of the entire video detection system for all intersection approaches as shown on the Contract Drawings."

Item 1.3 Special Provisions: Revise ITEM 4956-0771 as follows:

Measurement and Payment – Revise to read “Each. Complete and operational. Includes all radar detectors for intersection approaches and indicated on Contract Drawings, cable, communication interface, interface, radar detectors for setting up detection zone(s), mounting hardware and all software for complete installation.”

END OF BID ADDENDUM NO. 1

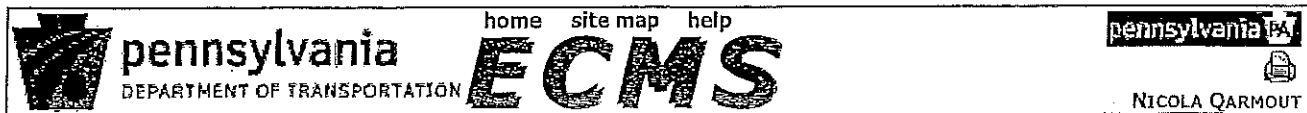
RECEIPT


Signature

Kuharchik Construction, Inc

Company

Please sign and fax this page to (570) 654-6880 upon receipt of this Bid Addendum.

**CONTRACTOR PREQUALIFIED****Kuharchik Construction, Inc. - 000720****Qualified****General**

Address: 420 Schooley Avenue
Exeter, PA 18643

Telephone: (570) 654-3391

Fax: (570) 602-7389

Email: estimating@kuharchik.com

Subsidiary of:

Detail

Type: Prime Contractor	GHC: No		
New to PennDOT: No	Certification Type:	SBE:	VOSB:
DBE Cert: Not Certified	SBE Cert:	DB:	
Certificate: <u>06/30/2018</u>			
Performance Factor: 8			

Financial

Adj Working Capital: \$1,345,870.00	Current Dept Work: \$18,442,512.98
Line-of-Credit: <u>\$2,875,000.00</u>	Other Work: \$0.00
Book Value \$701,022.00	Work Subcontracted: \$0.00
Equipment:	Subcontractor Work: \$0.00
Maximum Capacity: \$25,071,048.00	Completed Dept \$70,394,389.42
Available Capacity: \$6,628,535.02	Work:

Work Class Codes

Status	Code	Description	Group	Type	Effective
Approved	C3	Geotextiles	Incidental Construction	Regular	11/07/2002
	C6	Drilling	Earthwork	Regular	09/15/2004
	F2	Bituminous Joint and Crack Sealing	Pavement	Regular	09/15/2004
	G3	Spall Repair	Pavement	Regular	09/15/2004
	G4	Joint Rehabilitation, Sawing and Sealing Concrete or Bituminous	Pavement	Regular	11/07/2002
	H1	Pipe and Culvert Cleaning	Incidental Construction	Regular	11/07/2002
	K1	Masonry Work	Incidental Construction	Regular	01/09/2003
	K2	Concrete and Masonry Coatings	Incidental Construction	Regular	01/09/2003
	M2	Silt Barrier Fence, Gabions, Erosion Control	Roadside	Regular	11/07/2002
			Traffic		

O2	Plastic Applications	Accommodations & Control	Regular	11/07/2002
P	Highway/Sign Lighting, Traffic Signal Control	Traffic Accommodations & Control	Regular	08/27/2002
P1	CCTV, RWIS, Automated Anti Deicing Systems	Traffic Accommodations & Control	Regular	08/27/2002
P2	Highway Advisory Radio Systems (HAR)	Traffic Accommodations & Control	Regular	08/27/2002
P3	Dynamic Message Signs (DMS)	Traffic Accommodations & Control	Regular	11/08/2002
P4	Integrated Communication Systems	Traffic Accommodations & Control	Regular	08/27/2002
P8	Highway/Sign Lighting, Electrical	Traffic Accommodations & Control	Regular	11/07/2002
Q	Maintenance and Protection of Traffic	Traffic Accommodations & Control	Regular	08/27/2002
R	Sign Placement [Post/Structure Mounted]	Traffic Accommodations & Control	Regular	08/27/2002
R1	Sign Structures (Refer to Pub. 408, Section 948)	Traffic Accommodations & Control	Regular	08/27/2002
S0	Marine Repair	Structures (Bridges)	Regular	08/12/2004
S1	Cement Concrete Bridges up to 120 ft. and Steel Bridges with Straight Girders up to 120 ft.	Structures (Bridges)	Regular	08/27/2002
S2	Repair and Rehabilitation of Structures Concrete or Steel	Structures (Bridges)	Regular	08/27/2002
S4	Bridge Culverts, Pedestrian Bridges, Timber Bridges	Structures (Bridges)	Regular	01/09/2003
S5	Structural Walls	Structures (Bridges)	Regular	01/09/2003
S6	Erection of Prestressed Concrete Beams	Structures (Bridges)	Regular	01/09/2003
S7	Rebar Installation	Structures (Bridges)	Regular	01/09/2003
S9	Bridge Deck Placement or Repair	Structures (Bridges)	Regular	01/09/2003
T4	Welding	Structures (Bridges)	Regular	01/09/2003
T5	Bearing Pads and Seals	Structures (Bridges)	Regular	01/09/2003
T6	Expansion Dams	Structures (Bridges)	Regular	01/09/2003
T7	Bridge Drainage	Structures (Bridges)	Regular	01/09/2003
T8	Shear Studs, Metal Bridge Deck Forms	Structures (Bridges)	Regular	01/09/2003
		Structures		

	T9	Parapets	(Bridges)	Regular	01/09/2003
	U	Pile Driving	Structures (Bridges)	Regular	08/27/2002
	U1	Caissons (Refer to Pub. 408, Section 1006.3(k))	Structures (Bridges)	Regular	01/09/2003
Removed	Q1	Flagging	Traffic Accommodations & Control	Regular	06/28/2007
	Y	Y(PAVEMENT MEMBRANE, GEO TEXTILES, SILT BARRIER FENCE, PIPE CLEANING, SAWING, SEAL)	Miscellaneous	Regular	11/07/2002

NAICS Codes

Code	Description
No records found.	

Comments**Audit Information**

Created By	Created On	Modified By	Modified On
Fred Starasinic/PennDOT	08/27/2002 12:50:28 PM	Matthew R Weaver/PennDOT	04/19/2016 08:13:35 AM

You are currently logged in as Nicola Qarmout.

Release: 45.1
Session size: 0.1k

[PennDOT](#) | [Home](#) | [Site Map](#) | [Help](#) | [Pennsylvania](#)
Copyright © 2009 Pennsylvania Department of Transportation.
All Rights Reserved.
[PennDOT Privacy Policy](#)

Wed Nov 30 11:55:43 EST 2016
Official ECMS Date/Time

G-Groundman L-Laborer C-Commercial

*Prime

Federal-
Fed/State-
State-
Groundma-
Groundma-
Laborer

November-16

Job #	Code	ECMS #	County	SR (Section)	Municipality	Contractor	Description	Notes
*3420	L	93966	Dauphin	0 (ITS)	Harrisburg	PENNDOT 8-0	ITS Maintenance	Mike Matsko
*3446	L	96057	Montgomery	0 (VAR)	Upper Merion	PENNDOT 6-0	New/Revised Major Signing	Dennis Long
*3455	L	96433	Lehigh	District 5-0	Upper Macungie	PENNDOT 5-0	ITS Maintenance	Scott Barnak
*3476	L	97650	Centre	99 (ITS)	District 289	PENNDOT 2-0	IT SMaintenance	Mike Matsko
*3477	L	97676	Bucks	0 (00)	District 6-0	PENNDOT 6-0	IT SMaintenance	Mike Matsko
3485	G	79826	Philadelphia	I-95 Columbia-Ann Stn	Philadelphia	J.J. Anderson	Hwy Lighting/Signals/ITS Work	Dennis Long/Chip Hall - GR3
3490	L	-	Montgomery	476 MMA 25.67	Towamencin	Allen A. Myers	Signals / Lighting	Jack Burke - Lansdale
*3502	L	85456	Luzerne	29 (SMP)	Hanover Twp	PENNDOT 4-0	ITS Improvements	Matt Granteed/Scott Barnak
3518	G	80054	Philadelphia	676 (PAB)	Philadelphia	Buckley & Company	Temp Signals/Perm Signals	Dennis Long/Chip Hall
3521	L	79154	Monroe	2022 (038)	Stroud Twp	J.D. Eckman	Trench, Conduit & Loops	Mike Kuharchik
3523	L	96287	Dauphin	3009 (014)	Harrisburg	Handwerk Contractors	Safety Corridor Improvements	Brian Davis - Erie Ave
*3537	G	85419	Philadelphia	1004 (SIP)	Philadelphia	PennDOT 6-0	Traffic Signalization	Bob Marconi - Crossvalley
3546	G	87182	Luzerne	309 & 3017	Hazleton	Krieger Const	Highway Lighting	Mike Kuharchik
*3553	C	-	Luzerne	County Bridges	Various	Luz Co Road & Bridge	Con-Assy Phasing Modifications	Mike Kuharchik
3556	L	94895	Lehigh	0 (-)	Allentown	J.D. Eckman	Traffic Signalization	Mike Kuharchik
3557	G	75056	Fayette	40 (108)	Wharton Twp	Mountaineer Contractors	District Signal Upgrades	Mike Kuharchik - Matamoros
*3560	G	104444	Lackawanna	SR 6011 (SSI)	Dunmore	PennDOT 4-0	Highway Lighting Repair	Bob Maconi - Lehigh Valley
*3561	C	-	Pike	SR 6 & SR 507	Palmyra Twp	Palmyra Twp	Highway Lighting Repair	John Thome
*3562	L	106158	Lehigh	District 5-0	Allentown	PENNDOT 5-0	Adaptive Signal Control Systems	Jerry Coolbaugh
*3563	L	106081	Dauphin	District 8-0	Harrisburg	PENNDOT 8-0	Traffic Signalization	John Armone - Kings College
*3564	G	98286	York	30 (110)	W Manchester Twp	PennDOT 8-0	New/Revised Traffic Signals	Mike Kuharchik
3565	G	102609	Luzerne	8017 (370)	Jenkins Twp	PennDOT 8-0	Install Traffic Counting Sites	Mike Kuharchik
3566	C	-	Luzerne	Highland Park Blvd	Wilkes-Barre Twp	Latona Trucking	PM/Upgrade of Traffic Signals	Matt Granteed
*3567	G	104443	Lackawanna	11 (302)	Scranton	PENNDOT 4-0	Aerial Crossing for the Squirrels	Matt Granteed
*3568	G	106369	Cumberland	0 (-)	Pennsboro Twp	PENNDOT	Highway Ramp Modification	Mike Matsko
*3569	C	-	Luzerne	SR 11 Corridor	Plymouth	Plymouth Borough	Bridge Lighting	Mike Matsko
3570	C	-	Monroe	Ledy SE Expansion	Tobyhanna Twp	AECOM	Replace KVA Transformer	Mike Matsko
3571	C	-	Monroe	940 & 8021(Kalahari)	Tobyhanna	Popple Construction	WIM Installation w/out Camera	Mike Matsko
3572	C	88526	Clinton	220 (008)	Bald Eagle Twp	HRI, Inc.	Sensor Replacement	Mike Matsko
*3573	C	-	Luzerne	315 & Motorworld Drive	Wilkes-Barre	Motorworld Group	Traffic Signalization	Mike Matsko
3574	C	-	Bucks	California Road	Richland Twp	Primus Builders, Inc.	Install Virtual WIM System	Mike Matsko
3575	C	-	Tioga	49 Site# 410	Nelson Twp	IRD-PAT, Inc.	Traffic Signalization	Mike Matsko
3576	C	-	Northampton	I-78 MP 72.8	Williams Twp	IRD-PAT, Inc.	Replace Existing Mast Arm	Mike Matsko
3577	C	-	Franklin	I-81 MP 25.5	Shippensburg	IRD-PAT, Inc.	ARLE Signal Improvements	Mike Matsko
3578	L	102578	Monroe	115 (ARC)	Tobyhanna	PennDOT 8-0	Traffic Signalization	Mike Matsko
3579	C	-	Green	I-79 WIM	Whiteley	H&K Group	Replace Existing Mast Arm	Mike Matsko
3580	L	85842	Schuylkill	209 (028)	Branch Twp	PennDOT 8-0	ARLE Signal Improvements	Mike Matsko
*3581	G	89107	Lancaster	72 (045)	Manheim Twp	Manheim Borough	Traffic Signalization	Mike Matsko
*3582	C	-	Lancaster	72 & East High Street	Manheim	Canton Borough	Replace Existing Mast Arm	Mike Matsko
*3583	C	-	Bradford	14 & 0414	Canton	Leeward Construction	Temporary Signals	Mike Matsko
3584	C	11817	Monroe	611 (04S)	Pocono Twp	Krieger Construction	Temporary Signals	Mike Matsko
3585	L	67299	Luzerne	29 (350)	Jackson Twp	Fabor, Inc	Intersection Improvements	Mike Matsko
3586	L	89014	Pike	1003 (450)	Lackawanna	PENNDOT 6-0	Safety 2016 Dennis Long	Mike Matsko
*3587	G	104363	Montgomery	0 (SIP)	Upper Merion			

Kuharchik Construction, Inc.

General character of work performed by our firm:

Traffic Signalization

Intelligent Transportation Systems (ITS)

Street and Highway Lighting

Parking Lot Lighting

Bridge Lighting

High Voltage Construction

Electrical Control Systems

Commercial and Industrial
Electrical Construction

Substations

Jobs Completed

*Prime

Job #	ECMS #	County	SR (Section)	Municipality	Contractor	Description
3315	11796	Monroe	209 (007)	Middle Smithfield	Leeward Construction	
3334	5645	Columbia	80 (078)	Mifflin Twp	New Enterprise	Bridge Lighting
3346	11833	Monroe	209 (16B)	Smithfield	J.D. Eckman, Inc	Highway Lighting
3355	-	Monroe	Tobyhanna Depot	Tobyhanna	Tobyhanna Army Depot	Maintenance
3391	76134	Centre	3018 (N10) Whitehall Rd	College Twp	HRI, Inc.	Traffic Signalization
3401	75128	Lackawanna	81 (218)	Dickson City	HRI, Inc.	Temp Signals / CCTV
3402	11504	Lehigh	0 (WRD)	Allentown	J.D. Eckman, Inc	Temps Signals / Lighting
*3428	89187	Lancaster	30 (097)	Lampeter Twp	PENNDOT 8-0	Traffic Signalization
*3430	81877	Monroe	80 (PHA)	Tunkhannock	PENNDOT 5-0	CCTV / DMA / HAR
3436	-	Pike	209 & Bushkill Road	Del Water Gap	Lane Construction	Traffic Signals/MSG Signs
3441	93047	Columbia	11 (56E)	Bloomsburg	PENNDOT 3-0	Street Lighting Phase V
3443	-	Lancaster	462 Memorial Bridge	Columbia Boro	Borough of Columbia	Bridge Relighting Project
3447	95670	Lehigh	District 5-0	Allentown	PENNDOT 5-0	Lighting Rehabilitation
3448	75933	Schuylkill	81 ((11B)	Delano -McAdoo	Allen A Myers, Inc.	Hwy Lighting/Traffic Signals
3449	94915	Jefferson	80 (540)	Washington Twp	New Enterprise	Temporary Crossover Lighting
3453	-	Luzerne	309 & 0415	Dallas	Dallas Borough	Traffic Signal Improvements
3454	-	Luzerne	315	Dupont	Dupont Borough	Replace Pole Shaft
3456	8400	Lackawanna	11 (214) Birney Plaza	Moosic	Pikes Creek	Traffic Signalization
3457	91283	Luzerne	92 (F13)	West Pittston	Pikes Creek	Install Loop Sensor
3458	-	Bradford	Elmira St & Walmart Driveway	Sayre	Dimarco Constructors	Traffic Signalization
3461	-	York	24 & 74	Red Lion	Red Lion Borough	Traffic Signal Improvements
3462	96696	Jefferson	322 (572)	Brookville	PENNDOT 10-0	New & Revised Traffic Signals
3463	91100	Centre	53 (ST1)	Philipsburg	New Enterprise	Install Loop Sensor
3464	75088	Luzerne	81 (FY8)	Plains Twp	New Enterprise	Reset Traffic Signal Equipment
3465	-	Carbon	I-476 Mahoning Interchange	Franklin Twp	Pikes Creek	Highway Lighting
3466	77457	Chester	0 (WCS)	West Chester	Marino Corp	Sreetscape Lighting
3468	97212	Luzerne	1044 (0)	Dallas Twp	Pennsy Supply	Install Loop Sensor
3469	87955	Lycoming	220 (M17)	Porter Twp	HRI, Inc.	Install of Loop Sensor
3470	96315	Lycoming	180 (111)	Montoursville	HRI, Inc.	Temporary Traffic Signals
3472	-	Luzerne	11 & 8th Street	Wyoming	Wyoming Borough	Replace TSS
3473	-	Monroe	4013 Tobyhanna Depot	Tobyhanna	Turtle Associates	Relocat Lane Control Sign
3474	96396	Lackawanna	11 (0)	District 4-0	PENNDOT 4-0	Lighting Maintenance
3475	95450	Philadelphia	0 (WAS) Woodland Drive)	Philadelphia	PENNDOT 6-0	New & Revised Traffic Signals
3478	-	Luzerne	11 & E Main Street	Plymouth	Pople Construction	Parkin Lot Improvements
3479	47955	Luzerne	Old Navy & Lidy Street	Dupont	Latona Trucking	Elec Work for Pressure Reducto
3484	8359	Lackawanna	171 (270)	Fall Twp	Fabcor	Temporary Traffic Signals
*3486	-	Luzerne	Center Street	Freeland	Freeland Borough	Replace Period Style Pole
3494	94859	Lehigh	309 (11M)	S Whitewall	New Enterprise	Install Loop Sensor
3496	98129	Lehigh	District 5-0	Allentown	PENNDOT 5-0	Highway Lighting Repair
3497	101486	Dauphin	District 8-0	Harrisburgh	PENNDOT 8-0	Lighting Maintenance
3498	-	Columbia	11 & Light Street	Bloomsburg	Town of Bloomsburg	Replace Damaged ConAssy
3500	93553	Tioga	15 (N65)	Bloss Twp	HRI, Inc.	Weigh-In-Motion
3501	-	Lehigh	I476 NB-391 MP A-68.53	Washington	Trumbell Corp	Communication Conduit
3506	-	Monroe	254 (28M)	Limestone	HRI, Inc	Install Vehicle Counter
3507	-	Monroe	80 (Army Depot)	Tobyhanna	Tobyhanna Army Depot	Lane Control Upgrade/Maint.
3508	-	Luzerne	County Bridges	Various	Luz Co Road & Bridge	Highway Lighting
3509	-	Schuylkill	Keystone Blvd	Foster Twp	Barletta	Blvd Rehabilitation
3510	-	Wyoming	29 & 6	Tunkhannock	McMahon Assoc	Punch List Items
3511	57728	Luzerne	2004 (390) River Street	Wilkes Barre	Kruger Construction	Traffic Signal Improvements

Jobs Completed

***Prime**

Job #	ECMS #	County	SR (Section)	Municipality	Contractor	Description
3512	-	Schuylkill	4007 & I-81 Ramps	Cass/Butler Twps	Schuylkill Co Dev. Auth	Pedestrian Crossing Removal
3513	91481	Union	0 Local ARC	East Buffalo Twp	Gutelius Excavating	Traffic Signalization
3514	91643	Montour	54 (075)	Valley Township	PENNDOT 3-0	Traffic Signal Upgrade
3515	-	Luzerne	315 & I-81 NB Off Ramp	Jenkins Twp	Jenkins Township	Replace Mast Arm/ConAssy
3522	94898	Carbon	80 (BRM)	Lehighton	J.D. Eckman	Temporary Traffic Signals
3526	-	Northampton	Columbia Tool Bridge	Portland	Intercounty Paving	Hwy Lighting/Temp Lighting
3528	-	Luzerne	County Highways	Various	Luzerne Co Road & Bridge	Highway Lighting
3530	-	Montgomery	I476 MP 330.20	Upper Merion	PA Turnpike Commison	Install Comm Infrastructure
3531	93757	Lackawanna	348 (BRG)	Jefferson Twp	Krieger Construction	Bore Six Holes
3532	-	Northampton	Interstae 78 Toll Bridge	Easton	Del River Toll Bd Comm	Relocate Conduit
3533	14515	Chester	100 (02L)	Uwchlan	Allan A Myers	Cable Installation
3534	-	Luzerne	I-476 MP A101.30	Bear Creek	Pikes Creek	Temporary Lighting
3535	69917	Chester	41 (VCB)	Atglen	J.D. Eckman	Traffic Signalization
3538	101626	Schuylkill	209 (05M)	Middleport	Lehigh Asphalt (Brietta)	Installation of CACV
3540	70235	Luzerne	940 (391) Park & Ride	White Haven	Popple Construction	Highway Lighting
3541	-	Centre	322/3007/26	Bellfonte	Commonwealth of PA	Highway Lighting
3542	87572	Union	80 (M23) CCTV 372	White Deer Twp	HRI, Inc	Install Piezo Electric Senso
3543	-	Fulton	I70	MD State Line	IRD-PAT, Inc	Instal VWIM System
3544	-	Lancaster	222	2.5 Miles N of I76	IRD-PAT, Inc	Instal VWIM System
3545	94915	Jefferson	80 (540)	Washington Twp	New Enterprise	Install New RWIS System
3547	-	Tioga	15	Lawrenceville	IRD-PAT, Inc	Installation of CACV
3548	-	Dauphin	I81 North Bound MP76.6	Linglestown	IRD-PAT, Inc	Install VWIM System
3549	-	Dauphin	I81 South Bound MP81.2	Grantville	IRD-PAT, Inc	Install VWIM System
3550	-	Luzerne	Main & Hawthorne	Avoca	Avoca Borough	Replace Controller
3551	-	Monroe	SR 611 & Private Drive	Stroud Township	Papillon & Moyer	Traffic Signal Modifications

Kuharchik Construction, Inc.

Major Equipment available:

- **Bucket Truck**
- **Line Truck**
- **Utility Truck**
- **Digger Truck**
- **Backhoe**
- **Trencher**

CORPORATE RESUME

Company:	Kuharchik Construction, Inc.
Permanent Address:	420 Schooley Avenue Exeter, Pa. 18643
Phone:	(570) 654-3391 (570) 654-3392 (570) 654-3419
Facsimile:	(570) 654-5150
E-mail Address:	<u>estimating@kuharchik.com</u>
Organization Type:	Corporation
State of Incorporation:	Pennsylvania
Date of Incorporation:	September 5, 1973
Employer Identification Number:	23-1906573
President/Treasurer:	Rhoda Kuharchik
Personnel Experience:	Rhoda Kuharchik, President Electrical Profession 1973 Walter A. Kuharchik, Exec. VP Field Construction Electrical Profession 1957 Ahmad Mahmoud, Estimator / Electrical Engineer Electrical Profession 1980

Kuharchik Construction, Inc.
Corporate RESUME'

Type of Business:

SIC: 1731
NAICS: 238210

Description of Business:

High Voltage Construction,
Electrical Control Systems,
Commercial and Industrial Electrical
Construction,
Substations,
Parking Lot Lighting,
Bridge Lighting,
Street and Highway Lighting,
Traffic Signalization,
Intelligent Transportation Systems,
Traffic Control Accommodations,
Signing and Pavement Markings

Certifications:

State of Pennsylvania, PA. D.O.T.,
G.S.A., F.A.A., D.O.D.

PA State Prequalification Number:

K065

Kuharchik Construction, Inc.

Bank References

Landmark Community Bank
2 South Main Street
Pittston, PA 18640

Bank Manager: Ron Wisniewski
Phone: (570) 602-4537
Fax: (570) 891-0001

Bonding Company

Berkley Insurance Company
475 Steamboat Road
Greenwich CT, 06830

Bonding Agent

Conner, Strong & Buckelew
Two Liberty Place
50 S. 16th Street, Suite 3600
Philadelphia, PA 19102

Phone: (267) 702-1445
Fax: (856) 685-2213



DEPARTMENT OF LAW

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

June 8, 2017

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

RECEIVED

JUN 08 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 KUHARCHIK CONSTRUCTION FOR THE CITY OF
SCRANTON TRAFFIC SIGNAL REPLACEMENT AT NORTH MAIN AVENUE
AND PARKER STREET.

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 WITMER PUBLIC SAFETY GROUP, INC. D/B/A OFFICER STORE FOR 2017 AMMUNITION FOR THE CITY OF SCRANTON POLICE DEPARTMENT.

WHEREAS, a request for Proposal was advertised for City of Scranton 2017 Ammunition for the Police Department and only two (2) bid 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 Witmer Public Safety Group, Inc. d/b/a Officer Store for the reasons provided in the Memo attached hereto from the Chief of Police.

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 hereto for the 2017 Ammunition for the Police Department.

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

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

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

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

WITMER PUBLIC SAFETY GROUP, INC.
D/B/A OFFICER STORE
104 INDEPENDENCE WAY
COATESVILLE, PA 19320
PHONE NO. (800) 852-6088

hereinafter called "Contractor".

WITNESSETH;

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

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

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

2017 AMMUNITION FOR THE SCRANTON
POLICE DEPARTMENT
PER THE ATTACHED BID PROPOSAL AND
SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Witmer Public Safety Group, Inc. d/b/a Officer Store dated May 9, 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

CHIEF OF POLICE

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

WITMER PUBLIC SAFETY GROUP, INC.
D/B/A OFFICER STORE

BY:

TITLE: _____

DATE: _____

Scranton Police Department

Superintendent of Police

Chief Carl R. Graziano

Scranton Police Headquarters
100 South Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 558-8300
Email: cgraziano@scrantonpa.gov



Be Part of The Solution

SCRANTON

June 07, 2017

Attorney Jessica Boyles
Solicitor
City of Scranton

Attorney Boyles,

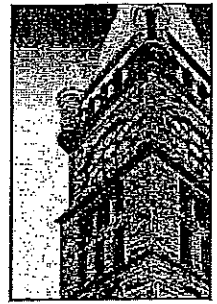
As per our conversation regarding the bids for the police department's ammunition, our training division has reviewed the vendor's bids and determined that The "Office Store" is the lowest responsible bidder on all of the ammunition. Please contact me if there are any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Graziano".
Chief Carl R. Graziano

Department of Business Administration

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



SCRANTON

May 10, 2017

Mr. Carl Graziano
Chief of Police
100 S. Washington Avenue
Scranton, Penna. 18508

Dear Chief Graziano,

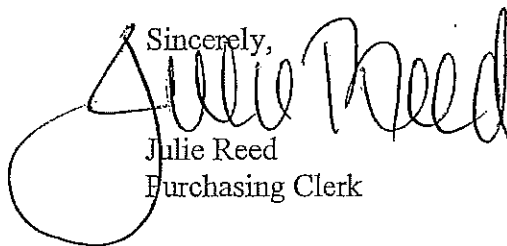
This is to inform you that bids were opened Wednesday, May 10, 2017 in Council Chambers for the 2017 Ammunition for Police Department.

Attached are copies of the bids submitted by the following companies:

**Eagle Point Gun
Witmer**

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

Thank you for your cooperation in this matter

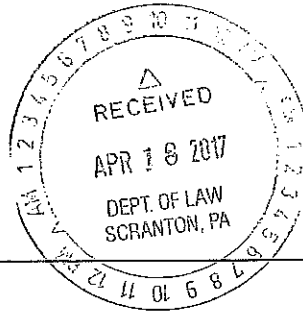
Sincerely,

Julie Reed
Purchasing Clerk

Encls.

CC: Sgt. Patrick Gerrity, Training Sgt.
Mr. Carl Graziano, Chief of Police
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 10, 2017

Mr. Carl Graziano
Chief of Police
100 S. Washington Avenue
Scranton, Penna. 18508

Dear Chief Graziano,

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

City of Scranton
2017 Ammunition for the Police Department

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
Sgt. Patrick Gerrity, Training Sgt.
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 BIDDER

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

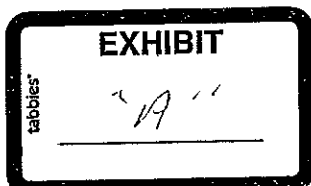
2017 AMMUNITION FOR THE POLICE DEPARTMENT

ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, 4TH FLOOR, MUNICIPAL BUILDING. ALL PROPOSALS MUST BE SUBMITTED ON FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

EACH BIDDER SHALL ENCLOSE A CASHIER'S CHECK, OR CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF \$ 100.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. PROPOSALS MUST BE TYPEWRITTEN OR WRITTEN LEGIBLY IN BLACK INK. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITH TEN (10) DAYS OF THE NOTIFICATION OF THE AWARD SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$200.00 AS A GUARANTEE TO FURNISH SERVICES AS SPECIFIED. THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OF ANY BID SUBMITTED.

ENVELOPES CONTAINING BIDS MUST BE PLAINLY MARKED OUTSIDE SPECIFYING MATERIAL CONTAINED IN BID, AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNA. 18503, SO AS TO ARRIVE AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI
BUSINESS ADMINISTRATOR



PROPOSAL BLANK

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

AMMUNITION FOR POLICE DEPARTMENT ISSUED WEAPONS
AS PER SPECIFICATIONS

SEE ATTACHED SPEC. SHEET
PRICE PER CASE

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ _____, AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN (10) DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF \$ _____.

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES AS SPECIFIED ON THE BID SPECIFICATION SHEET.

PRINT/TYPE NAME OF BIDDER

DATE _____

SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL
PARTNERSHIP OR CORPORATION COMPANY NAME: _____

ADDRESS: _____

IF INCORPORATED, UNDER THE LAWS
OF WHAT STATE? _____

TELEPHONE NO: _____

PROPOSAL SHEET PRICING

Federal HST 124gr+P or Winchester Ranger T 124gr. + P = 18000 rounds

Federal or Winchester Tactical Low Recoil 12 ga. 00 buck = 750 rounds

Federal or Winchester Tactical Low recoil 12 ga. 1 oz Slug = 750 rounds

Federal 64 gr. PowerPoint Tactical .223 or Winchester 64gr. PowerPoint Tactical .223 = 1500 rounds.

Federal or Winchester 55 gr. FMJ .223 = 5000 rounds

CTI SuperSock 12 ga. bean bag round = 200 rounds

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 BIDDER

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

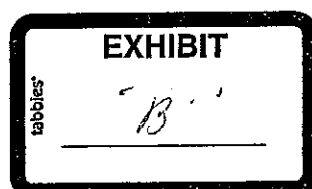
2017 AMMUNITION FOR THE POLICE DEPARTMENT

ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, 4TH FLOOR, MUNICIPAL BUILDING. ALL PROPOSALS MUST BE SUBMITTED ON FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

EACH BIDDER SHALL ENCLOSE A CASHIER'S CHECK, OR CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF \$ 100.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. PROPOSALS MUST BE TYPEWRITTEN OR WRITTEN LEGIBLY IN BLACK INK. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITH TEN (10) DAYS OF THE NOTIFICATION OF THE AWARD SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$200.00 AS A GUARANTEE TO FURNISH SERVICES AS SPECIFIED. THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OF ANY BID SUBMITTED.

ENVELOPES CONTAINING BIDS MUST BE PLAINLY MARKED OUTSIDE SPECIFYING MATERIAL CONTAINED IN BID, AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNA. 18503, SO AS TO ARRIVE AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI
BUSINESS ADMINISTRATOR



PROPOSAL BLANK

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

AMMUNITION FOR POLICE DEPARTMENT ISSUED WEAPONS
AS PER SPECIFICATIONS

SEE ATTACHED SPEC. SHEET
PRICE PER CASE

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ 100.00, AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN (10) DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF \$ _____.

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES AS SPECIFIED ON THE BID SPECIFICATION SHEET.

DATE 5/9/2017

JEFF TREGO
PRINT/TYPE NAME OF BIDDER
[Signature]
SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL
PARTNERSHIP OR CORPORATION

COMPANY NAME: WITMER PUBLIC SAFETY GROUP, INC.

ADDRESS: 104 INDEPENDENCE WAY

IF INCORPORATED, UNDER THE LAWS
OF WHAT STATE?

COATESVILLE, PA 19320

PENNSYLVANIA

TELEPHONE NO: 800-852-6088

PROPOSAL SHEET PRICING

Federal HST 124gr+P or Winchester Ranger T 124gr. + P = 18000 rounds

\$ 269.00

Federal or Winchester Tactical Low Recoil 12 ga. 00 buck = 750 rounds

\$ 109.00

Federal or Winchester Tactical Low recoil 12 ga. 1 oz Slug = 750 rounds

\$ 109.00

Federal 64 gr. PowerPoint Tactical .223 or Winchester 64gr. PowerPoint Tactical .223 = 1500 rounds.

\$ 236.99

Federal or Winchester 55 gr. FMJ .223 = 5000 rounds

\$ 297.00

CTI SuperSock 12 ga. bean bag round = 200 rounds

\$ 22.60



Witmer Public Safety Group

104 Independence Way
Coatesville, PA 19320

Phone: (610) 857-8070
Fax: (888) 335-9800

Quote ID: 293292
Date: 5/8/2017
Sales Person: JERRY M

Proposal To:

Scranton Police Department
100 S. Washington Avenue
Scranton, PA 18503

Phone: (570) 558-8300
Fax: (570) 207-0412

Proposal ID 293292
Date 5/8/2017
Sales Person JERRY M

Quantity	Item ID	Description	Unit	Amount
Bid Ammo Pricing				
18.00	FEDCC-P9HST3-CASE	Federal Cartridge - HST 9mm Luger +P 124 Grain HST HP 50 rounds per box/1000 rounds per case *** Shotgun ***	269.00	4,842.00
3.00	FEDCC-LE132-00-CAS	Federal Cartridge - Tactical Buckshot 12 GA, 2-3/4" Max 9 Plts - 00 Buck Reduced Recoil 5 rounds per box/250 rounds per case	109.00	327.00
3.00	FEDCC-LE127-RS-CAS	Federal Cartridge - Tactical Rifled Slugs 12 GA, 2-3/4" 1 Ounce Hydra-Shok HP 5 rounds per box/250 rounds per case *** RIFLE ***	109.00	327.00
5.00	FEDCC-AE223BK-CAS	Federal Cartridge - American Eagle Rifle 223 REM. (5.56x45mm) 55 GR MCBT, Bulk 1000/case	297.00	1,485.00
3.00	FEDCC-T223L-CASE	Case Federal Cartridge-TRU-Tactical Rifle Urban 223 REM (5.56x45mm) 64 Grain SP 500 round case *** Super Sock ***	236.99	710.97
40.00	CTS-2581-BOX	Combined Tactical Systems, Super-Sock Bean Bag, Round 12 GA Kevlar (Yellow), Box of 5	22.60	904.00
1.00	FREIGHT-FREE	FREIGHT FREE - drop ship		

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions
are satisfactory and are hereby accepted.

Proposal is valid until June 07, 2017

Signature _____

Date _____

Subtotal 8,595.97

Tax 0.00

Total 8,595.97

127



OfficerStore



theEMSstore



**GIDEON
TACTICAL**

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.

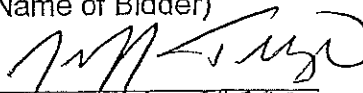
(9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(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: 5/9/2017

WITMER PUBLIC SAFETY GROUP, INC.
(Name of Bidder)

BY


JEFF TREGO

TITLE SALES OPERATIONS MANAGER

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE 5/9/2017

WITMER PUBLIC SAFETY GROUP, INC.

(Name of Bidder)

By 
JEFF TREGO

Title SALES OPERATIONS MANAGER

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF PENNSYLVANIA

COUNTY OF CHESTER

JEFF TREGO, being first duly sworn, deposes
and says that:

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

of WITMER PUBLIC SAFETY GROUP, 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

Jeff Trego
JEFF TREGO

SALES OPERATIONS MANAGER
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 9 DAY OF MAY, 2017

Kathryn J. Moran
NOTARY
(TITLE)

MY COMMISSION EXPIRES MAY 4, 2020

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHRYN J. MORAN, Notary Public
Sadsbury Township, Chester County
My Commission Expires May 4, 2020



DEPARTMENT OF LAW

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

June 8, 2017

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

RECEIVED

JUN 08 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 WITMER PUBLIC SAFETY GROUP, INC. D/B/A OFFICER
STORE FOR 2017 AMMUNITION FOR THE CITY OF SCRANTON POLICE
DEPARTMENT.

Respectfully,

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

APPOINTMENT OF GOPAL B. PATEL, 939 QUINCY AVENUE, SCRANTON, PA 18510 AS A MEMBER OF THE BOARD OF THE SCRANTON SEWER AUTHORITY EFFECTIVE JUNE 7, 2017. MR. PATEL WILL BE REPLACING PATRICK J. HUGHES WHO RESIGNED MAY 15, 2017. MR. PATEL WILL FILL THE UNEXPIRED TERM OF PATRICK J. HUGHES, WHOSE TERM IS SCHEDULED TO EXPIRE ON JANUARY 4, 2022.

WHEREAS, Patrick J. Hughes resigned as a member of the Board of the Scranton Sewer Authority effective May 15, 2017. A copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Gopal B. Patel as a member of the Board of the Scranton Sewer Authority effective June 7, 2017. Mr. Patel will fill the unexpired term of Patrick J. Hughes who resigned May 15, 2017, whose term is scheduled to expire January 4, 2022; and

WHEREAS, Gopal B. Patel has the requisite, experience, education and training necessary to serve as a member of the Board of the Scranton Sewer Authority.

NOW, THEREFORE, BE IT RESOLVED that Gopal B. Patel, 939 Quincy Avenue, Scranton, PA is hereby appointed as a member of the Board of the Scranton Sewer Authority effective June 7, 2017. Mr. Patel will fill the unexpired term of Patrick J. Hughes who resigned effective May 15, 2017 whose term is scheduled to expire January 4, 2022.

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

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

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



OFFICE OF THE MAYOR

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4101 • FAX: 570-348-4251

June 7, 2017

Honorable Council of The City of Scranton
340 N. Washington Avenue
Scranton, Pa. 18503

RE: Scranton Sewer Authority Board Appointment

Dear Council Members:

Please be advised that I am appointing Gopal B. Patel, 939 Quincy Avenue, Scranton, Pennsylvania 18510 as a member of the Board of the Scranton Sewer Authority effective June 7, 2017.

Mr. Patel will be replacing Patrick J. Hughes who resigned on May 15, 2017.

Mr. Patel will fill the unexpired term of Mr. Hughes, whose term is scheduled to expire on January 4, 2022.

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

Sincerely,


William L. Courtright

CC: Jason Shrive, Executive Director/Solicitor/SSA
Jessica Boyles, Esq., City Solicitor
David Bulzoni, Business Administrator
Scranton Sewer Authority Board
Gopal B. Patel

May 30, 2017

The Honorable William L. Courtright
Scranton Municipal Building
340 North Washington Avenue
Scranton Pa, 18509

Dear Mayor Courtright:

My Name is Gopal B Patel. I live at 939 Quincy Avenue Scranton Pa 18510. I am a 2002 Graduate Scranton High School and a 2004 Graduate of Lackawanna College. I currently live in Scranton since I'm 19 years and I am self employed running Subway restaurants and I also do community service for the Indian Temple in Scranton and I am member of the Chamber of Commerce in Shickshinny PA. I have always been interested in public service and my desire to serve on the City Commission Board or Authority. Please let me know if I can be of service I can be reached at [REDACTED]

Thank you,
Gopal B. Patel



Patrick J. Hughes
Attorney at Law

1170 Highway 315, Suite 1
Plains, PA 18702
Tel: 570.823-0101
Fax: 570.825-7799

May 15, 2017

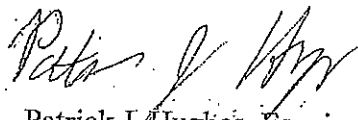
Scranton City Hall
Scranton Sewer Authority
Jason Shrive, Esq.
340 North Washington Ave
Scranton, PA 18503

Dear Attorney Shrive:

Please accept this letter as formal notification that I am leaving my position with the Scranton Sewer Authority on May 15, 2017. I am thankful that the Authority provided me with the opportunity to sit as a Board Member.

Thank you for your time and attention to this matter.

Very truly yours,


Patrick J. Hughes, Esquire



DEPARTMENT OF LAW

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

June 8, 2017

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

RECEIVED

JUN 08 2017


OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHIRIZING APPOINTMENT OF GOPAL B. PATEL, 939 QUINCY AVENUE, SCRANTON, PA 18510 AS A MEMBER OF THE BOARD OF THE SCRANTON SEWER AUTHORITY EFFECTIVE JUNE 7, 2017. MR. PATEL WILL BE REPLACING PATRICK J. HUGHES WHO RESIGNED MAY 15, 2017. MR. PATEL WILL FILL THE UNEXPIRED TERM OF PATRICK J. HUGHES, WHOSE TERM IS SCHEDULED TO EXPIRE ON JANUARY 4, 2022.

THE ADMINISTRATION HAS VERIFED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO EXECUTE AND ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE CITY OF SCRANTON CLERICAL WORKERS AND LOCAL LODGE NO. 2462 AFFILIATED WITH DISTRICT 1 OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF A MEMORANDUM OF UNDERSTANDING WITH AN EFFECTIVE DATE OF JANUARY 1, 2016 AND RATIFIED BY THE MEMBERSHIP.

WHEREAS, Local Lodge No. 2462 of the International Association of Machinists and Aerospace Workers and the City of Scranton entered into negotiations for the terms of a new Collective Bargaining Agreement; and

WHEREAS, those negotiations resulted in a Memorandum of Understanding setting forth the terms and provisions for a Collective Bargaining Agreement with an effective date of January 1, 2016, a copy of which is attached hereto as Exhibit "A" and incorporated herein by referenced thereto; and

WHEREAS, the Union ratified the terms and provisions of the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate officials of the City of Scranton are hereby authorized to execute and enter into the Collective Bargaining Agreement with the City of Scranton Clerical Workers and Local Lodge No. 2462 Affiliated with District 1 of the International Association of Machinists and Aerospace Workers, AFL-CIO in a final contract format to be completed by the Parties containing the terms and provisions of the Memorandum of Understanding for with an effective date of January 1, 2016 attached hereto as Exhibit "A" and incorporated herein by reference thereto.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or

any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

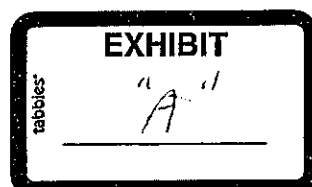
SECTION 2. This Resolution shall become effective immediately upon approval.

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SCRANTON
CLERICAL WORKERS
AND
LOCAL LODGE No. 2462
AFFILIATED WITH DISTRICT 1
OF THE
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO

The City of Scranton Clerical Workers and Local Lodge No. 2462 of the International Association of machinists and Aerospace Workers, AFL-CIO here by proposes to the City of Scranton that the terms and conditions of the parties' January 1, 2016, collective bargaining agreement shall be as follows:

1. **Job Descriptions:** Modifications as made during contract negotiations
2. **Overtime:** Remain the same on choice between overtime and compensatory time; Employees can use vacation, sick, and personal time to add up to overtime for the 40 hour work week; Inspectors will have rolling weekly on-call shifts, except in circumstances of legitimate illness or advanced notice of personal engagements/vacations. An employee who reports for overtime will be guaranteed 2 hours of overtime; There will be no loss of compensatory time; Employees are capped at 240 hours of compensatory time; The City can deny use of compensatory time if it would unduly disrupt the operations of the City.
3. **Bereavement Leave:** Language reworded for clarity. Leave will now be a total of 4 days, beginning with date of death and ending 3 days after date of burial. Family members covered under the leave policy will now be extended to include step-mother-in-law, step-father-in-law, and grandchildren.
4. **FMLA:** Language reworded for compliance with Code. Doctor's notes required for leave.



5. **Positions:** Transferring the Electrical and Plumbing Inspector positions to a Housing Inspector position and a Clerk position.
6. **Certifications:** Beginning from the date that they receive study materials, guides, and/or are scheduled for a seminar, existing Housing Inspectors will have 18 months to become certified and if they cannot obtain the certification, they will have the ability to bump. Beginning from the date they receive study materials, guides, and/or are scheduled for a seminar, new Housing Inspectors will have 60 days to obtain the certification; if they cannot obtain the certification, they will be terminated if their probation period has not expired, or if their probation period has expired, they will be laid off. The City must provide existing Housing Inspectors with materials, study guides, and information about the location, timing, and details of the test within ninety (90) days of ratification of this contract.
7. **Probation Period:** New hires will have a probation period of 45 days, with a potential 15 day extension when requested in writing to the Union.
8. **Seniority:** Layoff notice will be 2 weeks, but when such notice is not possible, will be in a reasonable amount of time. Employees bumping/bidding for a new position must meet the qualifications of that position as listed in the job description; Jobs will be posted for 3 days instead of 5; for bidding on a new position, the City and the Union will have a 3 day trial period, with the option to extend the trial period by mutual agreement; The City can award a job to an outside person after 1 posting that receives no bids from union members.
9. **Pension:** The IAWAW, Direct 1, Local Lodge 2462 and the City of Scranton agree that any employee hired into the clerical bargaining unit after January 1, 2012 of will fall under the IAM National Pension Fund. Upon mutual agreement between the City and the Union, employees hired prior to January 1, 2012 currently in the Non-uniform Pension Fund may by mutual agreement be transferred into a mutually agreeable alternate pension fund, such as the IAM or similar pension fund.
10. **Drug and Alcohol Policy:** random and reasonable suspicion testing implemented
11. **Term:** 2016 – 2020 (4 years)

12. Raises: 0% in 2016, 0% in 2017, \$750 Bonus in 2018, 2.5% split in 2019, 2.5% split in 2020

City Base Wages:		
2016	0%	\$2,078,827
2017	0%	\$2,073,231
2018	\$750 Bonus	\$2,115,231
2019	2.5% split (1.25% 1/1/19; 1.25% 7/1/19)	\$2,110,549
2020	2.5% split (1.25% 1/1/19; 1.25% 7/1/19)	\$2,148,539

- a. ***The 2018 Bonus will be payable by separate check on or before the second pay in January of 2018.**

13. Opt Out: remain the same.

14. Healthcare:

Copays/Contributions will remain the same.

6% increases are projected from year to year based upon COBRA Rates

Rates:		Increases from Year to Year:	
2016	\$936,601	2016-2017	\$56,196.06
2017	\$992,797	2017-2018	\$59,567.82
2018	\$1,052,365	2018-2019	\$63,141.89
2019	\$1,115,507	2019-2020	\$66,930.41
2020	\$1,182,437		

15. Retiree Healthcare: change 3 year healthcare coverage after retirement for those hired between 12/31/95 and 1/1/98 to 1/1/99 (affects 4 members)

16. Pension Contributions: increase contributions for IAMAW members \$0.05 per hour per employee

Cost: City to contribute an additional \$10,712 annually into IAMAW pension

17. Retirement Severance:

- i. 15 years of service at \$3,000
- ii. 20 years of service at \$3,500
- iii. 25 years of service at \$4,000
- iv. 30 years of service at \$4,500
- v. 35 years of service at \$5,000

18. Sick Time: accumulate up to 240 sick days to use; payout upon retirement for 120; time can no longer be donated to other employees beyond 10 days of the 240.

William L. Courtright, Mayor
City of Scranton

Anthony Armideo, Business Agent
I.A.M.A.W. Local 2462

Date

Date



DEPARTMENT OF LAW

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

June 8, 2017

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

RECEIVED


JUN 08 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO EXECUTE AND ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE CITY OF SCRANTON CLERICAL WORKERS AND LOCAL LODGE NO. 2462 AFFILIATED WITH DISTRICT 1 OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF A MEMORANDUM OF UNDERSTANDING WITH AN EFFECTIVE DATE OF JANUARY 1, 2016 AND RATIFIED BY THE MEMBERSHIP.

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 SERVICE AGREEMENT BY AND BETWEEN MEDTRAK SERVICES, LLC, A MISSOURI LIMITED LIABILITY COMPANY ("MEDTRAK") AND THE CITY OF SCRANTON ("CLIENT") TO PROVIDE PHARMACY BENEFIT MANAGEMENT SERVICES.

WHEREAS, a request for proposal was advertised for the City of Scranton Pharmacy Benefits Management Services; and

WHEREAS, Millennium Administrators has reviewed the Proposals and determined that it would be in the best interest of the City to award the Contract to MedTrak; and

WHEREAS, the Health Care Committee has approved the MedTrack proposal; and

WHEREAS, Remedy Analytics, on behalf of the City of Scranton, has negotiated a favorable Contract with MedTrak; and

WHEREAS, the City desires to engage MedTrak to administer the Pharmacy Benefit Management Services in accordance with the terms of the Service Agreement attached hereto, marked as Exhibit "A", and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are authorized to execute and enter into a Service Agreement by and between MedTrak Services, LLC and the City of Scranton ("Client") to provide Pharmacy Benefit Management Services.

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 provision. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

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

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

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is dated and effective as of _____, 2017 ("Effective Date"), by and between MEDTRAK SERVICES, LLC, a Missouri limited liability company ("MedTrak"), and CITY OF SCRANTON, PA, organized under the laws of the State of Pennsylvania ("Client").

WHEREAS, Client is a Plan Sponsor that desires to provide a pharmacy benefit to its Eligible Members;

WHEREAS, MedTrak is engaged in the business of administering pharmacy benefits for Plan Sponsors; and

WHEREAS, Client desires to engage MedTrak to administer the Pharmacy Benefit on behalf of Client in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Agent" means a third party administrator, consultant, trustee(s), or any other party or entity appointed or authorized by Client to represent Client in its relationship with MedTrak.

1.2 "Agreement" means this Service Agreement (including all exhibits, addenda, amendments, and other attachments, if any) between Client and MedTrak, as may be amended or modified from time to time.

1.3 "Authorized Generic" means a prescription drug produced by a brand pharmaceutical company or innovator company, with both brand-name and generic labels and/or is marketed under a private label. Authorized generics are identical to the brand counterpart in both active and inactive ingredients.

1.4 "Biosimilar" means a type of biological product that is licensed (approved) by the FDA because it is highly similar to an already FDA-approved biological product, known as the biological reference product (reference product), and has been shown to have no clinically meaningful differences from the reference product. An interchangeable Biosimilar also meets additional FDA standards for interchangeability and is expected to produce the same clinical result as the reference product in any given patient.

1.5 "Cardholder" means an Eligible Member to whom Client (or its Agent) or MedTrak has issued an identification card (or form), whose name and identification number appear on the identification card (or form), and whose identification card (or form) is valid.

1.6 "Claim" or "Prescription Drug Claim" means a claim submitted by a Member or pharmacy, whether submitted electronically or manually, for payment for a Covered Product.

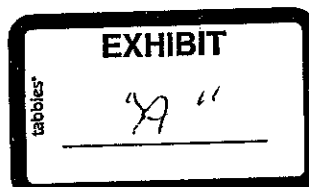
1.7 "Covered Medication" or "Covered Product" means those federal legend and OTC drugs, supplies, and other items covered under the Client's prescription drug plan.

1.8 "Dependent" means an Eligible Member who is related to a Cardholder, as identified by Client (or its Agent).

1.9 "Drug Product" means a drug whose active ingredient(s), strength(s), and dosage form are listed in the "Approved Drug Products with Therapeutic Equivalence Evaluations" (commonly known as the "Orange Book"), which is an official publication of the U.S. Food and Drug Administration ("FDA").

1.10 "Eligible Member" or "Member" means an individual who is enrolled in a Plan and who is entitled to receive reimbursement for, or payment of, Covered Medications under the Pharmacy Benefit for the Plan in which the individual is enrolled.

1.11 "Formulary" means a standard preferred list of Covered Medications, as determined by the MedTrak Pharmacy & Therapeutics Committee (or such other Pharmacy & Therapeutics Committee as designated by MedTrak and



agreed to by Client), and provided, as necessary, to Physicians, Participating Pharmacies and/or Eligible Members as a guide to the prescribing, dispensing, and purchasing of Covered Medications.

1.12 “Over the Counter” or “OTC” claim means any non-federal legend drug or product that can be purchased or sold without a prescription.

1.13 “Pass-through” means, if applicable, the client receives the full value of all retail discounts and dispensing fees negotiated between the PBM and the pharmacies as it is adjudicated at the point of sale; and, thus, if applicable, a client will not be billed, or obligated to pay PBM an amount greater than pharmacy was paid.

1.14 “Participating Pharmacy” means a duly licensed pharmacy that has signed a Pharmacy Services Agreement (or similarly named agreement) with MedTrak to provide Pharmacy Services to Eligible Members in accordance with the requirements in such agreement.

1.15 “Pharmacy Benefit” means the inclusions, limitations, and exclusions in coverage of Eligible Members, Participating Pharmacies, Physicians, and Covered Medications as set forth in the Plan and as may be amended from time to time by the Plan Sponsor.

1.16 “Pharmacy Services” includes the dispensing of a Drug Product by a Participating Pharmacy, in accordance with all applicable state and federal laws governing the practice of pharmacy and in accordance with the standards of practice in the communities in which the Participating Pharmacy operates.

1.17 “Physician” means any Doctor of Medicine or other health care practitioner who is legally authorized to prescribe Drug Products in the state(s) in which he/she is licensed.

1.18 “Plan” means the agreement or other arrangement between an Eligible Member and his/her Plan Sponsor that entitles the Eligible Member to receive reimbursement for, or payment of, medical expenses, including, without limitation, Covered Medications.

1.19 “Plan Sponsor” means an employer, employer coalition, health insurer, managed care organization, association, union health and welfare trust, government agency, third party administrator, or other such organization that is obligated to pay for Covered Medications dispensed to Eligible Members.

1.20 “Point-of-Sale” or “POS” means the on-line, real-time telecommunication system used by MedTrak to communicate information regarding eligibility, Claims, drug utilization, and other information to a Participating Pharmacy.

1.21 “System” shall mean the hardware and the software used to process Claims.

2. DUTIES OF MEDTRAK

2.1 MedTrak agrees to provide, through its Participating Pharmacies, Covered Medications to Eligible Members in accordance with the terms of this Agreement, if such Eligible Members present a prescription order or refill from a Physician and a valid identification card (or form) at Participating Pharmacies signifying their entitlement to such Covered Medications.

2.2 MedTrak agrees to provide “Administration Services”, as described in Exhibit A, including, but not limited to, the processing and adjudication of Claims for Covered Medications submitted by Participating Pharmacies for Eligible Members.

2.3 MedTrak shall allow Client (and its Agent) to use the name of MedTrak for purposes of marketing, informing Eligible Members and others of the identity of Participating Pharmacies, and as otherwise necessary to carry out the terms of this Agreement. Notwithstanding the foregoing, MedTrak hereby reserves the right, in its sole discretion, to require Client (and/or its Agent) to cease using the name of MedTrak for any reason whatsoever.

2.4 MedTrak shall use reasonable efforts to provide Client with assistance in coordinating and responding to formal complaints or appeals from Eligible Members under the Plan; however, MedTrak will not be responsible or liable in

any manner for Client's compliance or non-compliance with the terms and conditions of the Plan or applicable laws or regulations regarding responding to Eligible Members' complaints or appeals. Client is solely responsible for the review and final resolution of complaints from Eligible Members. MedTrak shall review the appeal of eligible denied claims pursuant to the process set forth on Exhibit C.

2.5 MedTrak acknowledges that in administering Client's Pharmacy Benefit, MedTrak will receive health information from Client such that MedTrak will be considered to be Client's "Business Associate," as that term is defined by the Health Insurance Portability and Accountability Act of 1996, and the implementation regulations governing privacy and security of certain information thereunder ("HIPAA"). Specifically, with respect to protected health information ("PHI") as that term is defined by HIPAA, MedTrak agrees to comply with the provisions in the Business Associate Addendum set forth on Exhibit B, attached hereto and incorporated by this reference.

2.6 MedTrak may, at its sole discretion, audit Participating Pharmacies to ensure the Participating Pharmacies' compliance with their contracts with MedTrak. Selection of Participating Pharmacies and the method of audit shall be determined solely by MedTrak. MedTrak, in its discretion, may perform the audit or select an outside firm to perform the audit.

3. DUTIES OF CLIENT

3.1 Client agrees and expressly acknowledges that – in the event Client appoints an Agent – MedTrak shall be authorized to deal with Agent in all respects as if it were the Client for purposes of this Agreement, and Client waives any right to the contrary. Client further expressly acknowledges any act or omission by such Agent shall be within the scope and authority of such Agent and binding upon Client and that any agreement Client shall have with Agent shall have no bearing or effect on this Agreement.

3.2 Client (or its Agent) has provided MedTrak, thirty (30) days prior to the Effective Date (and will provide as necessary thereafter), Eligible Member information, including, but not limited to, Cardholder name, Cardholder identification number, Cardholder address, Cardholder birth date, Cardholder eligibility begin date, Cardholder eligibility end date, Dependent name(s), Dependent birth date(s), Dependent eligibility begin date, and Dependent eligibility end date. Client (or its Agent) shall provide such information in a format agreeable to MedTrak. Client agrees that MedTrak may act in reliance upon the accuracy of all Eligible Member information received from Client (or its Agent).

3.3 Client (or its Agent) agrees to distribute, or pay MedTrak to distribute in accordance with Exhibit D, the "Cardholder Information" described in Exhibit A to Cardholders upon receipt from MedTrak or Agent.

3.4 Client (and its Agent) agrees to grant Participating Pharmacies the status of "Client Participating Pharmacies" and to identify such Participating Pharmacies as "Preferred Pharmacies", or other language of like import, on informational materials distributed to Eligible Members and others.

3.5 Client (and its Agent) understands and agrees that MedTrak shall have the right to collect and use de-identified aggregate data on Covered Medications. Client (and its Agent) further understands and agrees that, in order to provide services hereunder, MedTrak may be required to submit data on Covered Medications to pharmaceutical manufacturers pursuant to the terms of agreements with those pharmaceutical manufacturers; provided, however, that such information furnished to pharmaceutical manufacturers shall not identify Eligible Members by name or otherwise, except in connection with any audit required by such pharmaceutical manufacturers.

3.6 Client (and its Agent) shall not constrain MedTrak from communicating with Eligible Members and/or their Physicians, when necessary, to carry out its obligations as set forth in this Agreement.

3.7 Client shall comply with the HIPAA provisions included in the Business Associate Addendum set forth on Exhibit B, attached hereto and incorporated by this reference.

4. MEDTRAK COMPENSATION

4.1 Client agrees to pay MedTrak by ACH or other form of electronic funds transfer the "Paid Claim Charges", "Administration Charges", and all other applicable charges as set forth in Exhibit D. Client shall make all such payments twice a month within ten (10) days of the invoice statement date. Client agrees to pay interest at a rate of one and one-half percent (1.5%) per month on any balance due at the time of the next billing; however, in no event shall such interest rate be greater than the highest rate permitted by applicable law. Client acknowledges that, in the event Client fails to pay any Paid Claim Charges, Administration Charges, other applicable charges, or interest due within thirty (30) days of the invoice statement date, MedTrak reserves the right to immediately suspend all POS system activity until Client makes payment to MedTrak in full and/or to offset any amounts owed by MedTrak to Client pursuant to this Agreement.

4.2 Client acknowledges that, in the event Client requests MedTrak to provide services that are not defined in this Agreement, Client shall pay additional charges, which shall be mutually agreed upon by both parties in writing.

4.3 MedTrak uses Average Wholesale Price (often referred to as AWP, and as defined on Exhibit D) as its Drug Product pricing source to calculate "Paid Claim Charges," as defined and described in Exhibit D. If, for any reason, MedTrak decides to change its Drug Product pricing source ("Change Event"), then MedTrak shall notify Client sixty (60) days prior to the implementation date of such change ("Change Date"). If the methodology for calculating Paid Claim Charges using the new Drug Product pricing source would result in a material increase or decrease in Paid Claim Charges to Client, the parties shall mutually agree on an adjustment factor to be applied to the Paid Claim Charges incurred on and after the Change Date that is equivalent to the Paid Claim Charges increase or decrease experienced by Client due to the Change Event. If the parties cannot mutually agree to an adjustment factor by the Change Date, then either party hereto may terminate this Agreement upon thirty (30) days' prior written notice.

5. TERM

5.1 The term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless either party hereto provides written notice to the other party at least ninety (90) days prior to the expiration of the then-current term of its intent to either terminate or renegotiate this Agreement.

5.2 Either party hereto may terminate this Agreement if the other party materially breaches its obligations. The termination must be by written notice specifically identifying the breach, and such termination shall become effective thirty (30) days after the notice, unless the breach is corrected during the thirty (30)-day period (the "Cure Period"). MedTrak shall provide Pharmacy Benefit Administration Services on all Covered Medications submitted prior to the termination date.

5.3 MedTrak is the exclusive provider to Client for Eligible Members covered under this Agreement of the Pharmacy Benefit Administration Services as described in this Agreement. During the term of this Agreement, Client shall not directly or indirectly engage any individual, proprietorship, partnership, or corporation operating the same or similar business as MedTrak, including, without limitation, Pharmacy Services provided through the mail or other similar delivery system.

5.4 In the event this Agreement is terminated due to (i) Client's breach pursuant to Section 5.2 of the Agreement, (ii) Client's early termination of this Agreement, or (iii) Client's ceasing to use MedTrak's Pharmacy Benefit Administration Services prior to the expiration of the Initial Term or any Renewal Term hereof (each, a "Client Wrongful Termination"), MedTrak and Client acknowledge and agree that MedTrak will suffer damages (including without limitation lost profits), which will be difficult to determine during any subsequent litigation. In order to compensate MedTrak for such difficult-to-determine damages, MedTrak shall be entitled to recover liquidated damages from Client as calculated in this Section 5.4, and which liquidated damages are intended as a measure of compensation to MedTrak rather than as a penalty or punishment to Client. The amount of liquidated damages to which MedTrak shall be entitled hereunder shall be the estimated amount of net revenue ("Net Revenue") MedTrak would have received under this Agreement, if not for the Client Wrongful Termination. This amount shall be calculated by multiplying the Average Monthly Net Revenue (as defined below) by the number of months remaining under the Initial Term or Renewal Term, as applicable. The "Average Monthly Net Revenue" shall equal the amount of Net Revenue received by MedTrak from Client during the twelve-month period immediately preceding the Client Wrongful Termination, divided by twelve (12); provided, however, in the event the Client

Wrongful Termination occurs less than twelve (12) months after the Effective Date, the Average Monthly Net Revenue shall equal the amount of Net Revenue received by MedTrak from Client since the Effective Date, divided by the number of full calendar months since the Effective Date. The parties acknowledge and agree that nothing contained in this Section 5.4 shall be deemed to restrict Client's rights to recover damages from MedTrak in the event of MedTrak's breach of this Agreement.

5.5 A breach by MedTrak of any material provision of this Agreement shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement by the Client; provided MedTrak is unable to cure such breach within the applicable cure period provided in the Agreement. Notwithstanding the foregoing, Client may terminate the Agreement, without penalty, effective immediately, if (i) MedTrak is named as a defendant in a criminal proceeding for a material violation under HIPAA; or (ii) a finding or stipulation that MedTrak violated any standard or requirement of HIPAA or any other applicable laws relating to the security or privacy of PHI, or which is entered against MedTrak in any administrative or civil proceeding in which MedTrak has joined, (iii) retail network accessibility standards are not met, (iv) a major chain is removed from the network, (v) any Performance Guarantee is not upheld and/or persistently over a period of time and (vi) in the event any AWP pricing index or methodology modifications that are made by MedTrak are not economically neutral to client.

5.6 Client may terminate the agreement in the event of any merger and/or acquisition of MedTrak provided that MedTrak has the opportunity to discuss the merger and/or acquisition with the Client to determine if the Client views the merger and/or acquisition as detrimental to services and if so, MedTrak will be granted an opportunity to remedy any concerns at least thirty (30) days before such termination.

5.7 In the event of a termination, MedTrak will provide Client, at no cost, claims history files, open refill Mail files, open refill Specialty files, accumulator files, prior authorization files and other files reasonably requested by Client needed to support a transition to a successor PBM.

6. CONFIDENTIALITY

6.1 MedTrak retains the exclusive rights to the names MedTrak Services, LLC, MedTrak Services, MedTrakRx, and MedTrak, together with any distinctive trademark and/or service mark that may hereinafter be adopted.

6.2 All confidential and proprietary information of MedTrak ("MedTrak Confidential Information") includes, but is not limited to, MedTrak's System information, reporting packages, proprietary software and user documentation, manuals, Formulary documents, Participating Pharmacy agreements, any information about MedTrak's rates, fees or charges, this Agreement and its terms and conditions, and any additional information typically considered confidential and proprietary. Client (and its Agent) shall not use any MedTrak Confidential Information or disclose it to any third party, at any time during or after termination of this Agreement, except as specifically contemplated in this Agreement or upon MedTrak's prior written consent. Upon termination of this Agreement, Client (and its Agent) shall cease using all MedTrak Confidential Information provided to Client (or its Agent) by MedTrak and shall return the same to MedTrak immediately upon MedTrak's request.

6.3 The parties shall maintain the confidentiality of any information relating to Eligible Members in accordance with any applicable laws and regulations. However, the parties acknowledge that – in providing services under this Agreement – MedTrak shall obtain confidential information about Eligible Members and may distribute such confidential information to Client (and its Agent), Participating Pharmacies, and Physicians. Client shall ensure that there is adequate release from Eligible Members, or that release of confidential information relating to Eligible Members is otherwise proper, in regard to any information about Eligible Members provided to MedTrak or by MedTrak to Client (or its Agent), Participating Pharmacies, or Physicians. Client (and its Agent) shall also ensure that its use of Eligible Member information is in compliance with applicable laws and regulations.

6.4 The parties hereto shall maintain appropriate records relating to their responsibilities under this Agreement. Annually during the term of this Agreement and once during the year immediately following termination of this Agreement upon reasonable prior notice and during normal business hours, each party hereto may have reasonable access to the records of the other party directly relating to such other party's responsibilities and performance under this Agreement. The scope of such audit will be limited to Eligible Member Claims adjudicated in the Agreement year immediately preceding the year in which the audit is conducted. Each party hereto shall pay the reasonable cost of copying records requested from the other

party during an audit hereunder, and any other reasonable reproduction costs incurred by the other party in complying with the audit request. A third party may be allowed or designated by the auditing party hereunder to conduct an audit with the prior written consent of the party hereto whose records are to be audited, which consent shall not be unreasonably withheld; provided, however, that the audited party shall have the right to refuse the auditing party's auditor if the proposed auditor reasonably may acquire a competitive advantage by gaining access to the audited party's confidential information as described in this Section 6. In addition, the third party auditor shall enter into a reasonable confidentiality agreement with the audited party prior to conducting any audit hereunder. Client and/or their authorized designee may audit on an annual basis claim invoices, plan design, clinical programs, eligibility, performance guarantees, discount and dispensing fee guarantees, rebate and manufacturer agreements, retail pharmacy network agreements, mail service acquisition costs and operations, specialty acquisition costs and operations, and data security.

7. RELATIONSHIP OF THE PARTIES

7.1 Client specifically acknowledges that MedTrak shall have no fiduciary duties whatsoever to Client or any Eligible Member either arising under this Agreement or under any Plan. Client and MedTrak acknowledge and agree that MedTrak has no discretionary authority or discretionary control to negotiate on behalf of Client (or its Agent, any Plan, or Plan Sponsor) any prices, rates, rebates, discounts or other terms for Pharmacy Services. Client acknowledges that it, or its Agent or Plan Sponsor, will retain at all times sole authority to control and administer its Plan and its Pharmacy Benefit, including without limitation any Eligible Member complaints or appeals under such Plan.

7.2 Client and MedTrak are separate and independent entities. They recognize that they are neither partners nor joint venturers and that they are not liable for, assuming, or guaranteeing the debts and obligations of each other. No provision of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between Client and MedTrak other than that of independent entities contracting with each other solely for the purpose of fulfilling the provisions of this Agreement. Neither of the parties hereto, nor any of their respective representatives, shall be construed to be the agent, the employer, or the representative of the other except for the limited purpose stated in Section 7.3 below.

7.3 Nothing expressed or implied in this Agreement is intended to confer—nor shall anything herein confer—any rights, remedies, obligation, or liabilities whatsoever upon any person other than the Client, MedTrak, and their respective successors and assigns.

7.4 Client acknowledges and agrees that MedTrak is acting solely in the capacity as Client's paying agent in processing claims and making payments from funds provided by Client as part of its Administrative Services as described in Exhibit A.

7.5 MedTrak shall indemnify and hold Client harmless from and against any liabilities, claims, damages, injuries, costs, expenses and fees, including reasonable attorneys' fees, whether relating to persons or property (collectively, "Losses") related to any claim, order, suit, investigation, or action by a third party (a "Claim") which arises out of (i) the willful misconduct or negligent acts or omissions of MedTrak, or (ii) any breach of this Agreement by MedTrak.

7.6 Client shall indemnify and hold MedTrak harmless from and against any Losses related to any Claim which arises out of (i) the willful misconduct or negligent acts or omissions of Client, (ii) any breach of this Agreement by Client, or (iii) the benefit design or coverage decisions under the Plan.

7.7 In the event either party intends to seek indemnification under Section 7.5 or 7.6, such party shall promptly notify the other party in writing upon learning of a Claim for which indemnification will be sought. However, a failure to provide such notice will only limit the indemnifying party's obligation to indemnify to the extent the ability to defend was jeopardized due to the failure to provide prompt notice.

7.8 Except as provided in Section 5.4 hereof, neither party (nor their respective employees, directors, affiliates, or agents) shall be liable to the other for any special, consequential, incidental, indirect, punitive, or exemplary damages. Except as set forth in Sections 7.5 and 7.6, neither party's liability to the other shall exceed the direct, actual Losses related to a breach of this Agreement

8. MISCELLANEOUS

8.1 The terms of this Agreement shall be governed by the laws of the State of Missouri.

8.2 This Agreement may not be amended, supplemented or changed in any manner except by a written instrument executed by both parties.

8.3 This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns. Either party hereto may assign its respective rights hereunder to any successor or assign as long as such successor or assign also assumes all of the obligations of the party making such assignment. Client acknowledges that persons and entities under contract with MedTrak may perform certain administrative services pursuant to this Agreement, provided that MedTrak (or its assignee) shall remain responsible for the proper performance of its obligations in accordance with the terms of this Agreement. The obligations of Client hereunder may not be assigned nor any portions of Client's duties subcontracted without the prior written consent of MedTrak, which shall not be unreasonably withheld.

8.4 The use of the masculine, feminine or neutral gender and the use of the singular and plural shall not be to give the effect of any exclusion or limitation herein.

8.5 Any notices required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested, postage prepaid. Any such notice from Client shall be sent to the office of MedTrak. Any such notice from MedTrak shall be sent to the office of Client.

8.6 In the event of the unenforceability or invalidity of any section or provision of this Agreement, such section or provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other section or provision of this Agreement, and this Agreement shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this contract at the City of Overland Park, the County of Johnson, the State of Kansas, as of the date first set forth above.

CITY OF SCRANTON, PA:

By: _____

Name: _____

Title: _____

MEDTRAK SERVICES, LLC:

By: _____

Name: Mark K. Fendler

Title: President

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: _____

Exhibit A
Administration Services

MedTrak will:

1. Maintain a network of independently contracted Participating Pharmacies to provide Covered Medications to Eligible Members. MedTrak will maintain a broad, national pharmacy network with a minimum of 60,000 pharmacies nationwide and including all national and regional chains, all Pharmacy Services Administrative Organizations "PSAO's" and the majority of independent pharmacies. Network changes will be made only upon Client's prior written request and approval.
2. Design the Pharmacy Benefit in the System and activate the POS system on the Effective Date.
3. Load and test Eligible Member information in the System. MedTrak requires a minimum of two weeks to test the accuracy of the initial Eligible Member information provided. MedTrak is not responsible for inaccuracies in initial Eligible Member information in the System until such time as MedTrak has tested it.
4. Process and adjudicate Claims for Covered Medications submitted by Participating Pharmacies for Eligible Members, including:
 - a. Verification that the Eligible Member is eligible on the date the Drug Product is dispensed.
 - b. Verification that the Drug Product dispensed is a Covered Medication.
 - c. Verification that the supply of the Drug Product dispensed is in the quantity permitted under the Plan Sponsor's Plan.
 - d. Pricing of the Claim.
 - e. Production and issuance of explanations of benefits (EOBs) for out-of-network Claims.
 - f. Production and issuance of Claims checks.
 - g. Tracking or application of any Eligible Member Deductible (as defined on Exhibit D), Copayment (as defined on Exhibit D), or Pharmacy Benefit maximum.
5. Maintain the Claims data supporting the invoice statements for Covered Medications dispensed by Participating Pharmacies and by non-Participating Pharmacies.
6. Provide Plan Sponsor with access to standard management reports.
7. Produce and distribute Cardholder Information, which includes:
 - a. Identification Cards (or Forms)
 - b. Plan information
 - c. Participating Pharmacy directory
 - d. Formulary (if necessary)
8. Conduct retrospective and concurrent drug utilization review and coordinate with Physicians to identify instances of misuse and abuse and prevent future misuse and abuse.
9. When specifically requested by Client, implement a Therapeutic Intervention Program, which is a proprietary program created by MedTrak to educate Eligible Members and their Physicians about preferred Drug Products on the Formulary and encourage Physicians to prescribe, and Eligible Members to use, said Drug Products.
10. Conduct an annual member satisfaction survey and report results to Client if Client agrees to distribute the survey instrument through Client's internal email system.
11. Provide prior authorization ("Prior Authorization") services as set forth and directed by the Client for the Drug Products designated in Pharmacy Benefit implementation documents, as may be updated by the Client from time to time. Drug Products subject to Prior Authorization must meet Client-approved coverage criteria for any such Drug Product to qualify as a Covered Medication. To determine whether any Drug Product should be authorized for coverage under the Plan, MedTrak will apply the applicable coverage criteria and rely on information provided by the Eligible Member's

prescriber. MedTrak will not attempt to make a determination of medical necessity and shall rely on the medical determination made by the prescriber to make a coverage determination.

12. MedTrak agrees to the Performance Guarantees set forth on Exhibit F, attached hereto and incorporated herein by reference.
13. MedTrak agrees to perform appeals as stated in Exhibit C.

[Remainder of page intentionally left blank.]

Exhibit B

Business Associate Addendum

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum") is effective as of the date of the agreement between Client (a Covered Entity) and MedTrak (a Business Associate) to which this Addendum is attached (the "Agreement"). Pursuant to the Agreement, MedTrak performs certain services for Client, in connection with which MedTrak may receive from, or create or receive on behalf of, Client health information that is considered PHI (as defined below). To the extent that such PHI is shared between the parties, this Addendum shall apply and shall set forth each party's obligations with respect to such PHI. In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

TERMS

1. Definitions

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the HIPAA Rules (as defined below), the HITECH Standards (as defined below) or any future regulations promulgated or guidance issued by the Secretary (as defined below) thereunder.

- a) Breach. "Breach" shall have the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- b) Electronic Health Record. "Electronic Health Record" shall mean an electronic record of health-related information on an Individual (as defined below) that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- c) Electronic PHI. "Electronic PHI" shall have the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by MedTrak from or on behalf of Client.
- d) HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, and the implementation regulations thereunder, including without limitation the HIPAA Rules (as defined below) and the HITECH Standards (as defined below), and all future regulations promulgated thereunder.
- e) HIPAA Rules. "HIPAA Rules" means each of the Privacy Rule (as defined below), the Security Rule (as defined below), the Breach Notification Rule, and the Enforcement Rule at 45 CFR Part 160 and Part 164.
- f) HITECH Standards. "HITECH Standards" means Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), found at Title XIII of the American Recovery and Reinvestment Act of 2009, and any regulations promulgated thereunder, including all amendments to the HIPAA Rules.
- g) Individual. "Individual" shall have the same meaning as the term "individual" at 45 C.F.R. § 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- h) Privacy Rule. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164.
- i) Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, and any amendments thereto, limited to the information created or received by MedTrak from or on behalf of Client.
- j) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- k) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- l) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- m) Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic PHI at 45 C.F.R. Parts 160, 162, and 164.

- n) Unsecured PHI. "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

2. Relationship of Parties

In the performance of the work, duties, and obligations described in this Addendum, the Agreement, or under any other agreement between the parties, the parties acknowledge and agree that each party is at all times acting and performing as an independent contractor and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.

3. Obligations and Activities of MedTrak

- a) MedTrak agrees to not use or disclose PHI other than as permitted or required by this Addendum, the Agreement, any other agreement between the parties, or as Required By Law.
- b) MedTrak will make reasonable efforts, to the extent practicable, to limit requests for and the use and disclosure of PHI to a Limited Data Set (as defined in 45 C.F.R. § 164.514(e)(2)) or, if needed by MedTrak, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request, and as applicable, in accordance with the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for MedTrak to perform its obligations to Client under this Addendum, the Agreement, any other agreement between the parties, or as Required By Law.
- c) MedTrak agrees to use appropriate safeguards to prevent the use or disclosure of PHI it creates, receives, maintains, or transmits on behalf of Client, other than as provided for by this Addendum or the Agreement.
- d) MedTrak agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall comply with the applicable requirements of the Security Rule in the same manner such provisions apply to Covered Entity.
- e) MedTrak agrees to mitigate, to the extent practicable, any harmful effect that is known to MedTrak of a use or disclosure of PHI by MedTrak in violation of the requirements of this Addendum.
- f) MedTrak agrees to report to Client any use or disclosure of PHI not provided for by this Addendum of which it becomes aware. To the extent that MedTrak creates, receives, maintains or transmits Electronic PHI, MedTrak agrees to report as soon as practicable to Client any Security Incident, as determined by MedTrak, involving PHI of which MedTrak becomes aware. Notwithstanding the foregoing, MedTrak and Client acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and Client acknowledges and agrees that no additional notification to Client of such unsuccessful Security Incidents is required. However, to the extent that MedTrak becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, MedTrak shall notify Client of these attempts and provide the name, if available, of said party. At the request of Client, MedTrak shall identify the date of the Security Incident, the scope of the Security Incident, MedTrak's response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known.
- g) In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, MedTrak agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of MedTrak agree to the same restrictions, conditions, and requirements that apply through this Addendum to MedTrak with respect to such information.
- h) MedTrak shall provide access, at the request of Client and in a time and manner mutually acceptable to MedTrak and Client, to PHI in a Designated Record Set to Client, or, as directed by Client, to an Individual or another person properly designated by the Individual, as necessary to satisfy Client's obligations under 45 C.F.R. § 164.524. If MedTrak maintains PHI electronically in a Designated Record Set and if an Individual requests an electronic copy of such information, MedTrak must provide Client, or the Individual or person properly designated by the Individual, as directed by Client, access to the PHI in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by MedTrak, Client, and the Individual. Any fee that MedTrak may

charge for such electronic copy shall not be greater than MedTrak's labor and supply costs in responding to the request.

- i) MedTrak agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set as directed or agreed to by Client pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Client's obligations under 45 CFR 164.526, in a time and manner mutually acceptable to MedTrak and Client.
- j) MedTrak agrees to document disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. As of the compliance date set forth in the regulations promulgated under HITECH or as otherwise determined by the Secretary, in addition to the accounting of disclosure obligations required under 45 C.F.R. § 164.528, MedTrak shall account for all disclosures of PHI made through an Electronic Health Record in accordance with the HITECH Standards and any future regulations promulgated thereunder.
- k) Within ten (10) business days (or such other date that MedTrak and Client may reasonably agree upon) of receiving written notice from Client that Client has received a request for an accounting of disclosures of PHI, MedTrak agrees to make available the information collected as required to permit Client to provide an accounting of disclosures as necessary to satisfy Client's obligations under 45 C.F.R. § 164.528.
- l) MedTrak shall make its internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by MedTrak on behalf of Client, available to the Secretary for purposes of determining Client's or MedTrak's compliance with the HIPAA Rules.
- m) To the extent MedTrak is to carry out one or more of Client's obligation(s) under Subpart E of 45 CFR Part 164, MedTrak shall comply with the requirements of Subpart E that apply to Client in the performance of such obligation(s).

4. Permitted Uses and Disclosures

Except as otherwise limited in this Addendum:

- a) MedTrak reserves the right to use PHI for the proper management and administration of MedTrak, to carry out the legal responsibilities of MedTrak, and to provide data aggregation services to Client.
- b) MedTrak may use or disclose PHI to perform functions, activities, services, Payment activities, or Health Care Operations for, or on behalf of, Client provided that such use or disclosure would not violate the Privacy Rule if done by Client.
- c) MedTrak may disclose PHI in its possession for the proper management and administration of MedTrak, provided that disclosures are Required by Law, or MedTrak obtains reasonable assurances from the third party to whom the information is disclosed that such PHI will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party notifies MedTrak of any instances of which it is aware in which the confidentiality of the PHI has been breached.

5. Obligations of Client

- a) Client shall notify MedTrak in writing of any limitation(s) in its notice of privacy practices, to the extent that such limitation may affect MedTrak's use or disclosure of PHI.
- b) Client shall notify MedTrak, in writing and in a timely manner, of any change in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect MedTrak's permitted or required use or disclosure of PHI.
- c) Client shall notify MedTrak, in writing and in a timely manner, of any restriction to the use and/or disclosure of PHI, which Client has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect MedTrak's use or disclosure of PHI.
- d) Client shall have entered into a "Business Associate Agreement" with any third parties (e.g., case managers, brokers or third party administrators) to which Client directs and authorizes MedTrak to disclose PHI.

6. **Permissible Requests by Client**

Client shall not request MedTrak to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Client.

7. **Termination**

a) **Termination for Cause.** Upon Client's knowledge of a material breach of this Addendum by MedTrak, Client may either:

- i) Provide an opportunity for MedTrak to cure the breach or end the violation and, if MedTrak does not cure the breach or end the violation within the time specified by Client, terminate this Addendum; or
- ii) Immediately terminate this Addendum if MedTrak has breached a material term of this Addendum and cure is not possible.

MedTrak shall ensure that it maintains the termination rights in this Section in any agreement it enters into with a subcontractor pursuant to Section 3(h) hereof.

b) **Effect of Termination.**

- i) Except as provided in paragraph (b)(ii) of this Section, upon termination of this Addendum, for any reason, MedTrak, with respect to PHI received from Client, or created, maintained, or received by MedTrak on behalf of Client, shall:
 - 1. Retain only that PHI which is necessary for MedTrak to continue its proper management and administration or to carry out its legal responsibilities;
 - 2. Return to Client or, if agreed to by Client, destroy the remaining PHI that MedTrak still maintains in any form;
 - 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as MedTrak retains the PHI; and
 - 4. Not use or disclose the PHI retained by MedTrak other than for the purposes for which such PHI was retained and subject to the same conditions set out in paragraphs (a) and (c) above under "Permitted Uses and Disclosures" which applied prior to termination.
- ii) In the event MedTrak determines that returning or destroying the PHI is not feasible, MedTrak shall provide to Client notification of the conditions that make return or destruction not feasible. MedTrak shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as MedTrak maintains such PHI.
- iii) MedTrak's obligations under this Section shall survive the termination of this Addendum.

8. **Miscellaneous**

- a) **Regulatory References.** A reference in this Addendum to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended and for which compliance is required.
- b) **Amendment.** No change, amendment, or modification of this Addendum shall be valid unless set forth in writing and executed by both parties. Notwithstanding the foregoing, the parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary from time to time for the parties to comply with the requirements of HIPAA. Client shall provide written notice to MedTrak to the extent that any final regulation or amendment to final regulations promulgated by the Secretary under HITECH requires an amendment to this Addendum to comply with HIPAA. The parties agree to negotiate an amendment to the Addendum in good faith.
- c) **Interpretation.** Any ambiguity in this Addendum shall be resolved to permit Client and MedTrak to comply with HIPAA.

Exhibit C
Appeals Process

The following is a summary of MedTrak's appeals process related to the Pharmacy Benefit of an Eligible Member, which may be updated from time to time at the discretion of MedTrak or as required by applicable law. The most current version of MedTrak's appeals process is available upon request.

1. Appealing a Denied Claim

If a claim for benefits is denied, you may call MedTrak toll free at (800)771-4648 to resolve your issue over the phone. If MedTrak is unable to resolve your issue, you have the right to file a formal appeal as described below. If you wish to appeal a denied request for benefits or a rescission of coverage, you or your authorized representative must submit your appeal in writing as described below within 180 days of receiving the adverse benefit determination.

This written request should include:

1. the participant's name and ID number as shown on the prescription benefits card;
2. the provider's name;
3. the date of service;
4. the reason you disagree with the denial or coverage decision; and
5. any documentation or other written information to support your appeal.

You or your authorized representative may send a written appeal to: MedTrak Services, Clinical Care Center, 7101 College Blvd, Suite 1000, Overland Park, KS 66210; or fax your request to: (866)552-8939.

For denied urgent claims for benefits, your provider may submit a written appeal as described above or call MedTrak toll free at (800)771-4648 to request an appeal.

Note: You may designate an authorized representative who has the authority to represent you in all matters concerning your claim or appeal of a claim determination. If you have an authorized representative, any references to "you" or "participant" herein will also refer to the authorized representative.

2. Internal Appeal

MedTrak will conduct a full and fair review of your appeal. The appeal may be reviewed by two pharmacists who did not make the initial benefit determination. If MedTrak upholds the denial, you will receive a written explanation of the facts and basis for the denial and a description of additional appeal procedures, if applicable. If MedTrak overturns the denial and approves the Claim, you will receive notification and Benefits will be paid, as appropriate.

If your urgent care claim was denied, you may request an expedited external review at the same time that you request an expedited internal appeal to MedTrak. Immediately upon receipt of your request for an expedited external review, MedTrak will determine whether the request meets the reviewability requirements for an external review. Immediately upon completing this review, MedTrak will (i) submit the request to an independent review organization for external review; (ii) notify you or your provider that the request is not complete, and additional information is needed (along with a list of the information needed to complete the request); or (iii) notify you and/or your provider that the request is complete, but not eligible for review.

3. Reconsideration – Failure to Meet Coverage Criteria

MedTrak applies a review process to certain drugs to define the conditions ("Coverage Criteria") under which such drugs will be covered under your pharmacy benefits. These Coverage Criteria are developed by the MedTrak Clinical Care Center and are subject to review and revision from time to time. In the event such Coverage Criteria are not met, the benefit or claim is not a covered benefit, and therefore not eligible for the other appeal rights provided herein. However, you or your provider may request that MedTrak reconsider the application of the Coverage Criteria. Upon receipt of such request, two pharmacists not involved in the initial review will reconsider the Coverage Criteria denial and provide notice to you of the outcome of such reconsideration.

4. External Review

If you are not satisfied with the determination made during the internal review, or if MedTrak fails to respond to your appeal within the applicable time, you may be entitled to request an immediate external review of the determination made by MedTrak. If one of the above applies, you may request a free external review of an adverse benefit determination if (i) the determination involves a question of medical judgment; (ii) coverage was terminated retroactively; or (iii) if it is otherwise required by applicable law. You may also have the right to pursue external review in the event that MedTrak has failed to

comply with the internal claims and appeals process, except if such failure is related to minor violations that did not cause, and are not likely to cause, you harm.

You may request (i) a standard external review by sending a written request to the address set out in the determination letter or (ii) an expedited external review, in urgent situations as detailed below, by calling MedTrak toll free at (800)771-4648 or by sending a written request to the address set out in the determination letter. A request must be made within 120 days from the date of the final internal determination from MedTrak. An external review request should include (i) a specific request for an external review; (ii) the participant's name, address, and insurance ID number; (iii) your authorized representative's name and address, when applicable; (iv) the service that was denied, the date of service, the provider's name; and (v) any new, relevant information that was not provided during the internal appeal. An external review will be performed by an Independent Review Organization (IRO). MedTrak has entered into agreements with three or more IROs that have agreed to perform such reviews. There are two types of external reviews available, a standard external review and an expedited external review.

5. Standard External Review

Within the applicable time frame, MedTrak will review the external review request to determine whether (i) the applicable member was covered under the Plan at the time the prescription drug product or service at issue in the request was provided or requested; (ii) the applicable internal appeals have been exhausted; and (iii) all the information and forms required to process the request have been provided. Following review, MedTrak will forward the information to the appropriate IRO, which is determined by rotating review assignments among the IROs. MedTrak will provide the assigned IRO with the documents and information considered in making the determination. The documents include (a) all relevant medical records; (b) all other documents relied upon by MedTrak; (c) all other information or evidence that you or your provider submitted regarding the claim; and (d) all other information or evidence that you or your provider wish to submit regarding the claim, including, as explained below, any information or evidence that was not previously provided. If your claim involves an issue of medical judgment or rescission that is subject to external review, you may submit in writing to the IRO within ten (10) business days following the date you receive notice from the IRO, any additional information that you want the IRO to consider when conducting the external review. In reaching a decision, the IRO will review the claim without regard to any decisions or conclusions reached by MedTrak. The IRO will provide written notice of its determination (the "Final External Review Decision") within 45 days after it receives the request for the external review (unless the IRO requests additional time and you agree). The IRO will deliver the notice of Final External Review Decision to you and MedTrak, including the basis for its determination. Upon receipt of a Final External Review Decision reversing the determination by MedTrak, MedTrak will notify you within 48 hours of receiving the IRO's decision. The Plan will immediately provide coverage or payment of the Benefits at issue in accordance with the terms and conditions of the Plan. If the Final External Review Decision is that payment or referral will not be made, the Plan will not be obligated to provide benefits for the prescription drug product or service and you will have exhausted your appeal rights. All Final External Review Decisions by an IRO are final and binding on all parties and not subject to further appeal rights.

6. Expedited External Review

An expedited external review is similar to a standard external review, except with certain shorter time periods, and the timeframe for you or your provider to submit additional information to the IRO is eliminated. In some instances you may file an expedited external review before completing the internal appeals process. You may make a written or verbal request for an expedited external review if you receive either (i) an adverse benefit determination of a claim or appeal if the adverse benefit determination involves a medical condition for which, in the opinion of your prescriber, the time frame for completion of an expedited internal appeal would seriously jeopardize the life or health of the participant or would jeopardize the participant's ability to regain maximum function and you have filed a request for an expedited internal appeal; or (ii) a final appeal decision, if the determination, in the opinion of your prescriber, involves a medical condition where the time frame for completion of a standard external review would seriously jeopardize the life or health of the participant or would jeopardize the participant's ability to regain maximum function, or if the final appeal decision concerns an admission, availability of care, continued stay, or prescription drug product or service for which the participant received emergency services, but has not been discharged from a facility. Immediately upon receipt of the request, MedTrak will determine whether the participant (i) was covered under the Plan at the time the prescription drug product or service that is at issue in the request was provided; and (ii) has provided all the information and forms required so that MedTrak may process the request. After completing the review, MedTrak will immediately assign an IRO in the same manner MedTrak utilizes to assign standard external reviews to IROs. The IRO will determine if the matter contains an issue involving medical judgment and, upon a determination that a request is eligible for expedited external review, MedTrak will provide all necessary documents and information considered in making the determination to the assigned IRO. The IRO, to the extent the information or documents are available and the IRO considers them appropriate, must consider the same type of information

and documents considered in a standard external review. In reaching a decision, the IRO will review the claim without regard to any decisions or conclusions reached by MedTrak. The IRO will provide notice of the Final External Review Decision for an expedited external review as expeditiously as the participant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request. If the IRO's notice of the Final External Review Decision is not in writing, within 48 hours of providing such notice, the assigned IRO will provide written confirmation of the decision to you and to MedTrak. All Final External Review Decisions by an IRO are final and binding on all parties and not subject to further appeal rights.

7. Time Frames

The following list provides the required timing for the corresponding actions. The timing is based on when the request is received, unless otherwise noted below.

a. Urgent Care Claims

- i. If your Request is complete, MedTrak must notify you and your provider of the benefit determination within 72 hours.
- ii. If your request is incomplete, MedTrak must notify you that it is incomplete within 24 hours.
 1. You must then provide the completed request to MedTrak within 48 hours after receiving the notice requiring additional information.
 2. MedTrak must notify you and your provider of the benefit determination within 48 hours after receiving the additional information.
- iii. If MedTrak denies your request for benefits, you must appeal an adverse benefit determination no later than 180 days after receiving such determination.
- iv. MedTrak must notify you of the internal appeal decision within 72 hours of receiving the appeal.

b. Pre-Service Claims (a Claim submitted prior to receiving the benefit)

- i. If your request for benefits is filed improperly, MedTrak must notify you within 5 days.
- ii. If your request for benefits is incomplete, MedTrak must notify you within 15 days.
- iii. You must then provide completed request for benefits information to MedTrak within 45 days.
- iv. MedTrak must notify you of the benefit determination within 15 days of a completed request or upon the receipt of all additional required information if your initial request was incomplete.
- v. You must appeal an adverse benefit determination no later than 180 days after receiving such determination.
- vi. MedTrak must notify you of the internal appeal decision within 15 days of receiving such appeal.

c. Post-Service Claims – a claim submitted after receiving the benefit

- i. If your claim is incomplete, MedTrak must notify you within 30 days.
- ii. You must then provide completed claim information to MedTrak within 45 days.
- iii. MedTrak must notify you of the benefit determination 30 days of a completed claim filing or upon the receipt of all additional required information if your initial claim was incomplete.
- iv. You must appeal an adverse benefit determination no later than 180 days after receiving such determination.
- v. MedTrak must notify you of the internal appeal decision within 15 days of receiving such appeal.

d. External Review

- i. You must submit a request for external review to MedTrak within 120 days after receiving the internal appeal determination.
- ii. For an expedited external review, the IRO will provide notice of its determination within 72 hours.
- iii. For a standard external review, MedTrak will complete a preliminary review to ensure the request meets requirements for an external review within 5 business days.
- iv. You may submit in writing to the IRO any additional information that you want the IRO to consider within 10 business days.
- v. For a standard external review, the IRO will provide written notice of its determination within 45 days.

Exhibit D
Financial Terms

1. **Definitions**

- a. "Administrative Fee" means the service fee charged by MedTrak for providing pharmacy benefit management services to Client as described herein.
- b. "Average Wholesale Price" or "AWP" means the average wholesale price of a prescription drug as identified in the Medi-Span Master Drug Database (MDDb) (or other source nationally recognized in the prescription drug industry as approved by the Client) which is used across MedTrak's book of business for all client pricing. The AWP used must be based on the price for the actual 11 digit NDC submitted by the dispensing pharmacy to fill the prescription on the date the drug is dispensed.
- c. "Brand Drug Product" means all single source and multi-source drugs or supplies not determined to be a Generic Drug as determined by indicators set forth in the Medi-Span Master Drug Database (MDDb) and used by MedTrak across their Book of Business for all MedTrak clients and is recognized in the prescription drug industry. For purposes of financial reconciliation, Brand Drugs will be classified as outlined in the Discount and Fee Guarantee pricing section of this document in Exhibit D Financial Terms.
- d. "Compound Drug" means a medication prepared by a pharmacist by combining, mixing or altering ingredients for an individual member in response to a licensed practitioner's prescription. MedTrak agrees that Compounds dispensed at both retail and mail order will be priced at the submitted U&C, which must follow the formulas listed in Exhibit G as attached hereto and incorporated herein by reference, but which Total Ingredient Cost shall not exceed 150% of the combined AWP of the individual ingredients from which the Drug Product was compounded.
- e. "Copayment" or "Deductible" or "Member Copayment" or "Coinsurance" or other charge, collectively known as "Copayment" shall mean any portion of the charge for each Prescription Drug Claim that is the responsibility of the Member to pay (e.g. copay, coinsurance, deductible, physician and patient selection copay penalty, excess copay charges, ancillary fees, etc.). Copayment can be a defined dollar amount or percentage of eligible expenses.
- f. "Dispensing Fee" means the amount paid by MedTrak to the filling pharmacy, excluding the Total Ingredient Cost, to dispense a Covered Product to a Member.
- g. "Generic Drug Product" or "Generic Drug" means all single source and multisource drugs or supplies, accepted by the U.S. Food and Drug Administration as therapeutically equivalent and/or interchangeable with drugs having identical amount of the same active ingredient, and is determined by indicators set forth in the Medi-Span Master Drug Database (MDDb) and used by MedTrak across their Book of Business for all MedTrak clients and is recognized in the prescription drug industry. For purposes of financial reconciliation, Generic Drugs will be classified as outlined in the Discount and Fee Guarantee pricing section of this document.
- h. "Gross Drug Cost" means the total discounted cost of the Prescription Drug Claim plus any applicable Dispensing Fee, sales tax or other tax applied.
- i. "House Generic" means a Brand Drug submitted with a DAW 5 code whereas the pharmacy is reimbursed at a Generic drug discount, including MAC.
- j. "Limited Distribution Drug" or "LDD" means a Drug that is only available through a limited number of specialty pharmacies.
- k. "Maximum Allowable Cost" or "MAC" or "MAC List" means the maximum allowable cost per unit of drug that a pharmacy will be reimbursed as determined by MedTrak. MedTrak agrees to provide its MAC List, with pricing, to Client or Client's Agent from time to time upon request.
- l. "Net Ingredient Cost" means the Total Ingredient Cost of the Prescription Drug Claim less Copayment.

- m. "New to Market Specialty Drugs" are those specialty medications that are within 6 months or less of the product launch date.
- n. "Orphan Drug" means a drug intended for use in a rare disease or condition as defined by the Orphan Drug Act.
- o. "Pharmacy Submitted Cost" means the full cost submitted by the dispensing pharmacy to the PBM.
- p. "Secondary Claim" or "COB" means a claim for a Member who has secondary coverage under the Client's plan and who has primary coverage under a separate plan. A secondary claim has first been submitted to the primary plan for reimbursement and the Client has responsibility to pay only the unpaid balance from the primary plan.
- q. "Single-Source Generic Drug Product" means a generic drug with one manufacturer, regardless of exclusivity status.
- r. "Specialty Drug" means a high-cost, complex pharmaceutical that has unique clinical, administration, distribution, or handling requirements and is not commonly available through traditional retail or mail pharmacies. A Specialty Drug List is maintained by MedTrak, as may be updated from time to time in MedTrak's discretion, and updates will be provided to Client on a quarterly basis as requested.
- s. "Specialty Drug List" means a list of Specialty Drugs, Limited Distribution Drugs, and Orphan Drugs maintained by MedTrak and updated from time to time in the sole discretion of MedTrak.
- t. "Total Ingredient Cost" means the total discounted cost of the Prescription Drug Claim for any Covered Product excluding Dispensing Fees, ancillary fees, Administrative Fees, sales tax or Rebates and prior to the application of any Copayment.
- u. "Usual and Customary Charge" or "U&C" means the retail price charged by the dispensing pharmacy for a prescription medication in a cash transaction on the date the drug is dispensed.
- v. "Zero Balance Due" or "ZBD" claim means any claim where the Member pays the total amount of the Gross Drug Cost of a claim and the amount of the Gross Drug Cost paid by the plan is zero.

2. Retail Pharmacy Paid Claim Charge

For each Covered Medication dispensed by a retail Participating Pharmacy to an Eligible Member, Client agrees to pay MedTrak the Gross Drug Cost less any applicable Copayment or Deductible, as described in the Plan. Gross Drug Cost will include discounts and dispensing fees calculated as:

- a. For Brand Drug Products, 30-Day's Supply, the lessor of: (i) AWP – 17% plus a \$1.00 dispensing fee, or (ii) the U&C.
- b. For Generic Drug Products, 30-Day's Supply, the lessor of: (i) MAC plus a \$1.00 dispensing fee, (ii) AWP – 17% plus a \$1.00 dispensing fee; or (iii) the U&C.
- c. For Brand Drug Products, 90-Day's Supply, the lessor of: (i) AWP – 20% plus a \$0.00 dispensing fee, or (ii) the U&C.
- d. For Generic Drug Products, 90-Day's Supply, the lesser of: (i) MAC plus a \$0.00 dispensing fee, (ii) AWP – 20% plus a \$0.00 dispensing fee, or (iii) the U&C.
- e. For Compound Drugs, the U&C, not to exceed one-hundred and fifty percent (150%) of the AWP of the submitted Drug Product.

For purposes of the foregoing provisions in this Exhibit D, any reference to "Retail 30" or "30-Days' Supply" or "30-day supplies" shall mean any Covered Medication dispensed in a 1- to 83-day supply; and, provided further, any reference to "Retail 90" or "90-Days' Supply" or "90-day supplies" shall mean any Covered Medication dispensed in a days' supply of 84 or more.

Subject to the terms and conditions herein, MedTrak shall provide Client with the following dollar-for-dollar minimum financial guarantees with respect to Retail Pharmacy Paid Claim Charges:

Post-AWP Settlement Minimum Discount Guarantees & Maximum Dispensing Fees	
Type	Retail
Retail 30 Brand Drug Products	AWP – 17% Discount \$1.00 Dispensing Fee
Retail 90 Brand Drug Products	AWP – 20% Discount \$0.00 Dispensing Fee
Retail Generic Drug Products (30-day supplies)	AWP – 76.25% Discount \$1.00 Dispensing Fee
Retail Generic Drug Products (90-day supplies)	AWP – 81% Discount \$0.00 Dispensing Fee

All pricing components listed in charts above will be guaranteed, reviewed, auditable and reconciled separately with no offset between any of the individual price components.

There will be no minimum charge to member or Client that will be applied to any retail prescriptions.

AWP discount guarantees apply to Covered Products and are based on the Total Ingredient Cost.

Classification of Brand Drugs or Generic Drugs will not be based on the Copayment applied to the respective claim.

AWP discount guarantees will be calculated using the following equation: $1 - (\text{Total Ingredient Cost} / \text{Total AWP})$.

All discount, fee and rebate guarantees will be measured and reconciled annually within 90 days of the contract year end.

The following shall be excluded from the effective rate discount guarantees for Retail. These claims will be paid by Client and/or Member according to the amount charged to PBM based on plan provisions.

- U&C Claims
- Compound Claims
- Secondary (COB) Claims
- Claims adjudicated at pharmacy submitted cost
- Claims filled at non-traditional facilities (including veterans administration facilities, long term care, inpatient care facilities, nursing homes, Native American facilities, and infusion pharmacies)
- Member-submitted claims (DMR's)
- Subrogation Claims
- Reversal Claims
- Rejected Claims
- Adjustment Claims
- Specialty Covered Drug Claims (note: Specialty Claims are subject to separate guarantees which are listed below)
- Claims where there is a state or federal mandated reimbursement rate applicable to such Claims
- Claims for Covered Drugs dispensed in Hawaii, Puerto Rico, and the U.S. Territories (Guam, US Virgin Islands, American Samoa, Northern Mariana Islands)

Generic guarantees for both Retail and Mail will include all Single-Source Generics, multi-source generics, generics in their exclusivity period, generics subject to patent litigation, Authorized generics, limited supply generics, House Generics, Brands with a DAW5 applied to the claim, MAC'd generics, Non-MAC'd generics, and all generics for all Orange Book Therapeutic Equivalence Evaluation Codes.

Dispensing Fee Guarantees will be calculated, measured, reported and reconciled separately for Retail Brand, Retail Generic, Mail Brand, Mail Generic, and Specialty Drugs. Dispensing Fee calculations will include ZBD claims and will exclude U&C claims, Compound claims, Secondary claims, member submitted claims, Subrogation claims, reversal claims and adjustment claims.

U&C claims will not be assessed a dispensing fee.

Additionally, if Client requires MedTrak to include any currently non-contracted pharmacies as Participating Pharmacies, and MedTrak is unable to obtain rates from such pharmacies as favorable as those guaranteed by MedTrak hereunder, then Claims from such pharmacies shall also be excluded from the financial guarantees hereunder. If at any time applicable laws, regulations or administrative or judicial interpretations or rulings increase the amounts MedTrak must pay to Participating Pharmacies, the foregoing financial guarantees will be amended by mutual agreement of the parties to reflect such increase.

3. Mail Pharmacy Paid Claim Charge

The mail Participating Pharmacy designated by MedTrak and approved by Client is the exclusive provider of mail Pharmacy Services. For each Covered Medication dispensed by the mail Participating Pharmacy to an Eligible Member, Client agrees to pay MedTrak the mail pharmacy Gross Drug Cost less any applicable Copayment or Deductible, as described in the Plan. Gross Drug Cost will include discounts and dispensing fees calculated as:

- a. For Brand Drug Products, AWP – 25% plus a \$0 dispensing fee.
- b. For Generic Drug Products, AWP – 80% plus a \$0 dispensing fee.

The following shall be excluded from the effective rate discount guarantees for Mail. These claims will be paid by Client and/or Member according to the amount charged to PBM based on plan provisions.

- U&C Claims
- Compound Claims
- Secondary (COB) Claims
- Claims adjudicated at pharmacy submitted cost
- Claims filled at non-traditional facilities (including veterans administration facilities, long term care, inpatient care facilities, nursing homes, Native American facilities, and infusion pharmacies)
- Member-submitted claims (DMR's)
- Subrogation Claims
- Reversal Claims
- Rejected Claims
- Adjustment Claims
- Specialty Covered Drug Claims (note: Specialty Claims are subject to separate guarantees which are listed below)
- Claims where there is a state or federal mandated reimbursement rate applicable to such Claims
- Claims for Covered Drugs dispensed in Hawaii, Puerto Rico, and the U.S. Territories (Guam, US Virgin Islands, American Samoa, Northern Mariana Islands)

Generic guarantees for Mail will include all single source generics, multi-source generics, generics in their exclusivity period, generics subject to patent litigation, Authorized generics, limited supply generics, House Generics, Brands with a DAW5 applied to the claim, MAC'd generics, Non-MAC'd generics, and all generics for all Orange Book Therapeutic Equivalence Evaluation Codes.

4. Best-In-Class Specialty Pharmacy Paid Claim Charge

The "Best-In-Class Specialty" Participating Pharmacies designated by MedTrak and approved by Client are the exclusive providers of specialty Pharmacy Services. If and when Client elects to participate in MedTrak's Best-In-Class Specialty Pharmacy program, for each Covered Medication that is a Specialty Drug, and dispensed by a Best-In-Class Specialty Participating Pharmacy, Client agrees to pay MedTrak the Gross Drug Cost "The Specialty Drug List, which may be updated from time to time in MedTrak's discretion will be provided to Client upon request. The Gross Drug Cost includes the cost of certain "Ancillary Supplies", including syringes, needles, and alcohol swabs. The Gross Drug Cost does not include the cost of home infusion supplies, devices and in-home nursing services. MedTrak reserves the right to modify the Specialty Drug List from time to time.

Notwithstanding the foregoing, and subject to the terms and conditions herein, with respect to Specialty Drugs dispensed by authorized BIC Specialty Pharmacies only, MedTrak shall provide Client with the following minimum financial guarantee. Additionally, Specialty Drug discounts and Dispensing Fees will be guaranteed individually for each drug on the Specialty Drug List, which will be provided to Client upon request, and in the aggregate as follows:

Post-AWP Settlement Minimum Discount Guarantees & Maximum Dispensing Fees	
Type	Best-in-Class (BIC) Network
Specialty Drugs	AWP – 18% Discount \$0 Dispensing Fee

The following types of Claims shall be excluded from the foregoing BIC Specialty guarantees: Compound Drug Claims; reversed Claims; OTC Drug Products; only the Limited Distribution Drugs (which may include Orphan Drugs) which are not available via a BIC Network pharmacy; U&C Claims; and Claims for any Specialty Drug Products dispensed by a pharmacy that is not a BIC Specialty Pharmacy awarded that particular Specialty Drug Product. Note that with respect to Specialty Drug Products dispensed by a pharmacy that is not a BIC Specialty Pharmacy awarded that particular Specialty Drug Product, MedTrak will bill to Client, and Client shall pay MedTrak, the Non Best-In-Class Specialty Pharmacy Paid Claim Charge specified further below in this Exhibit D.

Non-Specialty medications dispensed from the Specialty pharmacy will be priced at mail order rated and included with the mail service pricing guarantees.

Specialty drugs dispensed at retail pharmacies will be included in the retail discount guarantees.

All new to market FDA approved Specialty medications that are added to the Specialty drug list after the effective date will be included in the overall annual aggregate specialty guarantees.

All new to market FDA approved Specialty medications will be assigned an individual discount guarantee within 30 days of the medication's entry to the market.

All Specialty medications will be included in the Overall Effective Discount Guarantee for Specialty.

This rate includes the cost of certain "Ancillary Supplies", including syringes, needles, and alcohol swabs. The rate does not include the cost of home infusion supplies, devices and in-home nursing services. This rate also does not apply to Limited Distribution Drugs which are not available via a BIC Network pharmacy, which are negotiated separately.

5. Non-Best-In-Class Specialty Pharmacy Paid Claim Charge

In the event that a Specialty Drug, Limited Distribution Drug, or Orphan Drug is dispensed from a pharmacy other than the Best-In-Class Specialty Participating Pharmacy listed on the Specialty Drug List, Client agrees to pay MedTrak the Gross Drug Cost less any applicable Copayment and/or Deductible, as described in the Plan. Gross Drug Cost will include discounts and dispensing fees calculated as:

- a. For Brand Drug Products, AWP – 12% plus a \$0.75 dispensing fee.
- b. For Generic Drug Products, AWP – 12% plus a \$0.75 dispensing fee.

The Non-Best-In-Class Gross Drug Cost includes the cost of certain "Ancillary Supplies", including syringes, needles, and alcohol swabs. The Non-Best-In-Class Specialty Pharmacy Service Fee does not include the cost of home infusion supplies, devices and in-home nursing services.

MedTrak will submit all Claims for Limited Distribution Drugs by Non-Best-In-Class Specialty Pharmacies to Client for authorization.

Limited Distribution Specialty Drugs will be included in the retail specialty discount and rebate guarantees.

6. Discount Guarantee Methodology

The parties hereby acknowledge and agree that with respect to all guaranteed discounts off of AWP set forth in this Exhibit D, such discount guarantees shall not be deemed to be part of an overall aggregate discount guarantee package offered by MedTrak under this Agreement; *provided, further*, that: (i) MedTrak's performance with respect to all such discount guarantees in this Exhibit D will be measured and reconciled independently and annually by MedTrak within 180 days after each contract year during the Term of the Agreement; and (ii) to the extent MedTrak outperforms any one or more of these discount guarantees, MedTrak may not use the cost savings associated with such outperformance and apply those savings to offset any underperformance by MedTrak with respect to any other discount guarantee in this Exhibit D. MedTrak will pay 100% of each individual guarantee's shortfall value on a dollar-for-dollar basis within 180 days after each contract year.

7. Administration Charge

- a. For each Paid Claim, Client agrees to pay MedTrak \$0.00
- b. For each Non-Paid Claim, Client agrees to pay MedTrak \$0.00
- c. For each U&C Claim, Client agrees to pay MedTrak \$0.00.
- d. For each Claim submitted manually by MedTrak ("Keyed Claim"), Client agrees to pay MedTrak an additional Administration Charge of \$2.50.
- e. If selected by Client, for access to the RightCHOICE Program, if and only when elects participation in such program, Client agrees to pay MedTrak an additional Administration Charge of \$0.15 per Claim.
- f. For each Prior Authorization requiring Pharmacist involvement, Client agrees to pay MedTrak an additional Administration Charge of \$5.00.
- g. For each Prior Authorization requiring a Pharmacist and Physician involvement, Client agrees to pay MedTrak an additional Administration Charge of \$25.00.
- h. For each Vaccine Claim covered by Client and processed through a Participating Pharmacy contracted with MedTrak to administer Vaccines, Client agrees to pay an additional Vaccine Administration Charge of up to, but not more than, \$25.00 per Claim.

8. Miscellaneous Charges

- a. Cardholder Identification ("ID") Cards – MedTrak issues initial Cardholder ID Cards to Client prior to the Effective Date at \$0 per ID Card. After the Effective Date, MedTrak issues Cardholder ID Cards to Client at \$1.00 per ID Card. If Client requests MedTrak to send Cardholder ID Cards to each Cardholder, Client agrees to pay MedTrak's applicable postage costs. Notwithstanding the foregoing, Client may utilize the Implementation Credit described below to pay for any such costs.
- b. Identification Card (or Form) Customization – Pricing available upon request.
- c. External Appeal of Coverage Denial – Pursuant to the Appeals Process set forth on Exhibit C, MedTrak may request an external appeal review from an accredited independent review organization ("IRO") in the event of a coverage denial. MedTrak will pass through all costs of the IRO to Client to be paid by Client as a billed charge pursuant to the payment terms of this Agreement; provided however, MedTrak will not mark up any such costs charged by the IRO.
- d. COBRA Administration – For Clients that wish to carve out COBRA administration for the Pharmacy Benefit, MedTrak will charge the Eligible Members 2% of total COBRA premium.
- e. Notwithstanding any other charges expressed herein, MedTrak acknowledges and agrees that MedTrak is providing an implementation allowance (the "Implementation Credit") of up to \$5,000, which Client may utilize to pay for any administrative costs of implementation with MedTrak, subject to providing appropriate documentation to validate such costs. MedTrak shall provide any such Implementation Credit in the form of invoice credits to Client, unless the parties mutually agree on some other form of credit.
- f. Consultant Fee: \$3.00 per claim will be billed to Client and paid quarterly to Remedy Analytics for consulting services per the Master Service Agreement executed by Client with Remedy Analytics.

9. Formulary Program Discounts

Under certain conditions, MedTrak will pay Formulary Program (as defined below in Exhibit E to this Agreement) discounts, in the form of Rebates, to Client subject to Client's participation in the Formulary Program and overall

compliance with Exhibit E to this Agreement. Client agrees that Rebate payments are based upon Plan design over which MedTrak has no discretionary control or authority, and such Rebate payments are subject to change due to various factors, as described in this Agreement. Rebate payments are made within thirty days after six months from the end of the quarter in which Paid Claims were incurred. Rebates will be paid to Client as follows:

- a. For each eligible Brand Drug Product, as described in Exhibit E, that is a Covered Medication dispensed through a retail pharmacy, MedTrak shall pay Client the greater of 80% of collected rebates or the minimum rebate guarantee of \$50.00.
- b. For each eligible Brand Drug Product, as described in Exhibit E, that is a Covered Medication dispensed through a retail pharmacy for a 90-day supply, MedTrak shall pay Client the greater of 80% of collected rebates or the minimum rebate guarantee of \$150.00.
- c. For each eligible Brand Drug Product, as described in Exhibit E, that is a Covered Medication dispensed through a mail pharmacy, MedTrak shall pay Client the greater of 80% of collected rebates or the minimum rebate guarantee of \$150.00.
- d. For each eligible Brand Drug Product, as described in Exhibit E, that is a Specialty Drug Covered Medication dispensed through a contracted pharmacy, MedTrak shall pay Client the greater of 80% of collected rebates or the minimum rebate guarantee of \$250.00.

Rebate Guarantees will be calculated, measured, reported and reconciled separately for Retail, Mail and Specialty. Per Brand Rebate Guarantees will include all Brand Drugs (including ZBD claims and U&C claims). Rebate guarantees are per brand claim guarantees regardless of day supply. Rebate guarantees include member submitted claims, OTC product claims, claims older than 180 days old, and claims in indemnification type plans, and are per-Brand guarantees regardless of days' supply.

10. TPA Fee Disclosure

Client acknowledges that it has retained Millennium Administrators, Inc. ("TPA") as its third party administrator and to assist with Client's Pharmacy Benefit Plan and/or this Agreement (the "TPA Services"); and, for so long as Client authorizes TPA as such, MedTrak is hereby directed to pay TPA on Client's behalf, from any amounts received from Client under this Agreement, the amount set forth below, which will be paid generally by MedTrak on a quarterly or other periodic basis agreeable to the parties (the "TPA Fee"). The TPA Fee will compensate TPA for such TPA Services performed on behalf of Client, and will be calculated and paid \$1,500 per month (to be paid in quarterly amounts of \$4,500).

Exhibit E
Formulary Program

1. **Definitions**

- a. "Formulary Program" means a program established by MedTrak under which pharmaceutical manufacturers provide MedTrak with discounts, which are (i) due and payable to MedTrak pursuant to the terms of contracts with pharmaceutical manufacturers; and (ii) directly attributable to the dispensing of Covered Medications on the Formulary to Eligible Members.
- b. "Formulary Program Claim Exclusions" means (i) Claims where MedTrak is the secondary payer, (ii) Claims for Compound Drugs, , and (iii) Claims for Covered Medications filled at Participating Pharmacies that qualify for 340B pricing under Section 340B of the Public Health Services Act.
- c. "Rebates" means any monies payable to MedTrak or its affiliates by a pharmaceutical manufacturer or a third party for medications dispensed to Client's members. Rebates include any manufacturer administrative fees, data fees, market share rebates, access rebates, incentive rebates, and any other amount received by MedTrak pursuant to MedTrak's contract with the pharmaceutical manufacturer or third party.

2. **Terms of Formulary Program**

- a. MedTrak agrees to allow Client to participate in the Formulary Program in Client's sole discretion, and MedTrak agrees to pay certain Formulary Program discounts to Client to the extent such Formulary Program discounts are attributable to Client's participation in the Formulary Program and Eligible Members' use of the Formulary, and as are described in Exhibit D, but if and only if Client meets its obligations under Exhibit D and this Exhibit E of this Agreement, and if and only if Client meets such other reasonable and generally applicable requirements for participation in the Formulary Program and associated parameters as may be communicated by MedTrak to Client from time to time.
- b. Client (or its Agent) shall have sole discretion regarding participation in MedTrak's Formulary Program, which may include, but is not limited to, the distribution of Formularies to Cardholders prior to the Effective Date and as necessary thereafter, and which participation shall require Client's conformance to the Formulary. By choosing to participate in the Formulary Program, Client further warrants that Client is not participating in any other formulary program and that Client's Agent is not participating in any other formulary program on behalf of Client.
- c. Client understands that its eligibility to receive any payments from MedTrak under this Exhibit E may change from time to time due to changes in Client's Plan; changes in laws, including but not limited to laws affecting prescription drug benefits, benefits structure, or pricing (including Rebates); the selection of certain services, such as prior authorization or open formulary management; or any change in the Formulary Program. Client acknowledges and agrees that Formulary Program Claim Exclusions are not eligible for such payments.
- d. Subject to Client's participation in the Formulary Program and compliance with Sections 2.b. and 2.c., above, MedTrak shall pay to Client certain amounts received by MedTrak as discounts or Rebates, pursuant to the Formulary Program, from drug manufacturers or intermediaries, which amounts are denominated as discounts or Rebates by such manufacturers or intermediaries and which are attributable to Pharmacy Services utilized by Eligible Members, and consistent with the amounts provided for in accordance with Exhibit D hereto. Client acknowledges and agrees that it shall not have a right to interest on, or the time value of, any discount, Rebate or other payments received by MedTrak during the collection period for monies payable to Client under this Exhibit E. Client acknowledges that Rebate payments from manufacturers or intermediaries are received on a periodic basis by MedTrak and relate to earlier months' claims. MedTrak reserves the right to delay payment to Client of any amounts hereunder, and to offset any Rebate payments otherwise due hereunder.

- e. Client acknowledges that it may be eligible for Rebate payments under this Agreement only so long as Client (or its Agent) does not contract directly or indirectly with anyone else for discounts, utilization limits, rebates or other financial incentives on pharmaceutical products or formulary programs without MedTrak's prior written consent. In the event that Client negotiates or arranges with a pharmaceutical manufacturer or intermediary for rebates or similar discounts, without limiting MedTrak's right to other remedies, MedTrak may immediately terminate Client's participation in the Formulary Program, and/or recover from Client all amounts paid by MedTrak to Client for Rebates on claims submitted by Client (or on behalf of Client) for Rebates other than through MedTrak.
- f. Client hereby represents and warrants, and shall recertify on a periodic basis in a form acceptable to MedTrak, with respect to any Plan which receives funding from Medicare/Medicaid, Title V, Children's Medical Services, or another government healthcare program as defined in Section 1128(h) of the Social Security Act (or any successor thereto) ("Government Programs") and for which the Client receives amounts hereunder that are attributable to such Plan, each such Plan is operating under a risk contract with the Centers for Medicare and Medicaid Services ("CMS") or a state Medicaid program, and operates in accordance with §§ 1876(g) or 1903(m) of the Social Security Act, under a federal statutory demonstration authority or successor statute or authority. Client agrees to notify MedTrak in writing of any such Plan that does not meet any of the criteria set forth herein, and MedTrak, in compliance with applicable law, shall not submit prescription drug claims for any Eligible Members in such Plan for prescriptions filled by a Participating Pharmacy. Nothing herein prohibits a Client that receives the retiree drug subsidy ("RDS") from CMS for eligible Plan Participants under the Medicare Part D Rules (42 C.F.R. Part 423, Subpart R) from receiving Rebates relating to such eligible Plan Participants' prescription drug claims under this Agreement. The parties hereto acknowledge and agree that any Rebate reimbursement provided to Client pursuant to this Agreement is a "discount" under 42 U.S.C. § 1320a-7b(b)(3) and 42 C.F.R. § 1001.952(h) (the "Discount Safe Harbor"). For the purpose of complying with the Discount Safe Harbor, MedTrak shall clearly denote in invoices and other statements amounts that constitute Rebate reimbursement hereunder. Client shall properly disclose and appropriately reflect all Rebate reimbursement in the costs claimed or the charges made to any Government Program. Without limiting the foregoing, if Client claims a subsidy from CMS for eligible Plan Participants under the Medicare Part D Rules (42 C.F.R. Part 423, Subpart R), Client shall properly disclose and appropriately reflect any Rebate reimbursement paid by MedTrak to Client in the Allowable Retiree Costs (as defined at 42 C.F.R. § 423.882) and other information submitted to CMS for payment of such subsidy in accordance with the Medicare Part D Rules, all applicable sub-regulatory guidance and CMS policies.

Exhibit F
Performance Guarantees

MedTrak commits to the following performance standards ("Performance Guarantees" or "PGs"), which shall each be measured on the periodic basis specified in the far-right-hand column in the table below, and reported within 30 days after the end of such period. These Performance Guarantees will then be reconciled annually by the parties for the purposes of determining MedTrak's overall compliance with each Performance Guarantee or taking such other corrective action as may be agreed to by the parties. Payment of any applicable "Financial Penalty(ies)" (as set forth under the applicable column heading below) will be made by MedTrak within ninety (90) days after the annual reconciliation, subject to all applicable Performance Guarantee Terms and Conditions as may be agreed to by the parties. Notwithstanding the foregoing, MedTrak shall not be required to pay more than \$15,000 in the annual aggregate for the single or combined failure of any one or more of these Performance Guarantees; *provided, further*, that notwithstanding any of the specific "Financial Penalty" amounts set forth below, Client shall have the right to allocate a larger or smaller percentage of the total annual \$15,000 amount to any Performance Guarantee failed by MedTrak, if any, in Client's discretion.

Performance Measure	Performance Definition	Financial Penalty	Measurement / Reporting Frequency
Administration			
Eligibility Postings	98% of clean eligibility updates provided in MedTrak's standard electronic format will be posted by MedTrak within two (2) business days; 100% will be posted within four (4) business days	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Group Additions	New groups will be operational by the mutually agreed upon effective date (assumes required documents and data submitted to MedTrak by requested dates)	\$2,000 for any instance in which PG was not met	One Time
Physician Notification of Prior Authorization Determination	Notification of Eligible Member prior authorization denials will be communicated to the Eligible Member and physician 98% of the time within 24 hours	\$2,000 for the calendar quarter in which PG was not met	Quarterly
System Availability	POS system required by Participating Pharmacies to process Client's claims will be available to process at least 99.5% of original prescriptions	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Implementation			
Program Effective Date	Program will be operational by the mutually agreed upon effective date (assumes required documents and data submitted to MedTrak by requested dates)	\$2,000 for any instance in which PG was not met	One Time
Accurate ID Card Production	ID cards (plastic or laser) will be produced accurately by MedTrak as specified in the ID card approval form signed by the Client (or authorized representative)	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Timeliness of ID Card Production	ID Cards for new groups (plastic or laser) will be produced and mailed within seven (7) calendar days of MedTrak's receipt of clean eligibility information.	\$2,000 for any instance in which PG was not met	One Time
Member Services			
Call Answering	Eligible Members' calls will be answered on average within 15 seconds during normal customer service hours of operation	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Call Abandonment Rate	Less than 3% of calls will be abandoned (<i>i.e.</i> , the Eligible Member disconnects after six seconds from having placed the call to MedTrak)	\$2,000 for the calendar year in which PG was not met	Annually
Member Keyed Claims	99% of keyed claims received from Eligible	\$2,000 for the calendar	Quarterly

	Members will be submitted correctly by MedTrak, based upon the provisions detailed in MedTrak's Pharmacy Benefit Plan Document	quarter in which PG was not met	
Member Satisfaction Rate	90% of Eligible Members will be identified as satisfied, very satisfied, or extremely satisfied with MedTrak's customer service, as measured with a statistically valid sample using an online Eligible Member satisfaction survey	\$2,000 for the calendar year in which PG was not met	Annually
Written Inquiries (via MedTrak website)	100% of written inquiries directed to MedTrak customer service via MedTrak's website will be responded to within five (5) business days	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Pharmacy			
Best-In-Class ("BIC") Specialty Pharmacy Call Answering	Eligible Members' calls to BIC Specialty Pharmacies will be answered on average within 40 seconds during normal customer service hours of operation	\$2,000 for the calendar quarter in which PG was not met	Quarterly
BIC Specialty Pharmacy Fill Accuracy	BIC Specialty Pharmacies will fill Specialty Drug orders accurately and in accordance with the Physician's Prescription Order, as measured by a dispensing accuracy rate of no less than 99.5% for all Eligible Member Specialty Drug prescriptions filled in the applicable calendar quarter	\$2,000 for the calendar quarter in which PG was not met	Quarterly
BIC Specialty Pharmacy Overall Satisfaction Performance	90% of Eligible Members will be identified as satisfied, very satisfied, or extremely satisfied with BIC Specialty Pharmacies' performance, as reported by an Eligible Member satisfaction survey with a statistically valid sample using an online and/or written survey tool	\$2,000 for the calendar year in which PG was not met	Annually
BIC Specialty Pharmacy Turnaround Times	For at least 98% of Eligible Member Specialty Drug prescriptions meeting the conditions below, BIC Specialty Pharmacies will deliver the Specialty Drugs on the indicated date-of-need, provided the applicable initial Prescription Order is received by the BIC Specialty Pharmacy at least 14 business days in advance, or the applicable Prescription Refill is received by the BIC Specialty Pharmacy at least 3 business days in advance	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Retail Pharmacy Contracting	Once an Eligible Member notifies MedTrak of a non-participating retail pharmacy that is duly licensed and qualified to be a Participating Pharmacy in MedTrak's network, MedTrak will extend a contract offer to such pharmacy within forty-eight (48) business hours	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Mail Order Pharmacy Overall Satisfaction Performance	90% of Eligible Members will be identified as satisfied, very satisfied, or extremely satisfied with the Mail Order Participating Pharmacy(ies)'s performance, as reported by an Eligible Member satisfaction survey with a statistically valid sample using an online and/or written survey tool	\$2,000 for the calendar year in which PG was not met	Annually
Mail Order Pharmacy Call	80% of Eligible Members' calls to Mail Order	\$2,000 for the calendar	Quarterly

Answering	Pharmacy(ies) will be answered on average within 20 seconds during normal customer service hours of operation	quarter in which PG was not met	
Mail Order Pharmacy Fill Accuracy	Mail Order Pharmacy(ies) will fill mail service Prescription Orders accurately and in accordance with the Physician's Prescription Order, as measured by a dispensing accuracy rate of no less than 99.5% for all Eligible Member mail order prescriptions filled in the applicable calendar quarter	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Mail Order Pharmacy Turnaround Times	For at least 98% of pharmacist-approved clean mail service prescriptions meeting the conditions below, the Mail Order Pharmacy(ies) will process and ship the prescription within five (5) business days; provided, that clean prescriptions shall mean those Eligible Member prescriptions that do not require intervention by or with the Eligible Member, the prescriber or the Client / Plan Sponsor	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Reporting			
Timeliness of Report Delivery	All standard reports will be provided to the Client or made available online within 30 days after the end of the applicable reporting cycle	\$2,000 for the calendar quarter in which PG was not met	Quarterly

Exhibit G
Compound Drug Pricing Formulas

<u>Pain Gels</u>	<u>Min Price</u>
≤ 2 ingredients 0-120g = \$1.27/g; 121-240g = \$1.08/g; 241+ = \$0.89/g	\$100.00
3 ingredients 0-120g = \$1.42/g; 121-240g = \$1.21/g; 241+ = \$0.99/g	\$100.00
4+ ingredients 0-120g = \$1.56/g; 121-240g = \$1.33/g; 241+ = \$1.09/g	\$100.00
High Cost ingredients- acq cost * 1.25 plus \$60.00 (if applicable)	

<u>HRT topicals</u>	<u>90gm Min Price</u>
≤ 2 ingredients 0-59 = \$1.55 each; 60+ = \$1.32 each	\$100.00
3 ingredients 0-59 = \$1.70 each; 60+ = \$1.45 each	\$100.00
4+ ingredients 0-59 = \$1.85 each; 60+ = 1.57 each	\$100.00



DEPARTMENT OF LAW

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

June 8, 2017

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

RECEIVED

JUN 08 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 SERVICE AGREEMENT BY AND BETWEEN MEDTRAK SERVICES, LLC, A MISSOURI LIMITED LIABILITY COMPANY ("MEDTRAK") AND THE CITY OF SCRANTON ("CLIENT") TO PROVIDE PHARMACY BENEFIT MANAGEMENT SERVICES.

Respectfully,

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

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

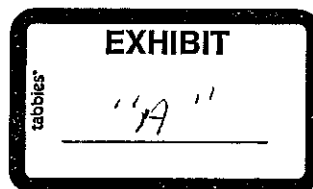
Tract: A-100 (excess land disposal)

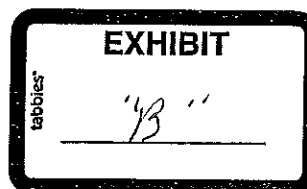
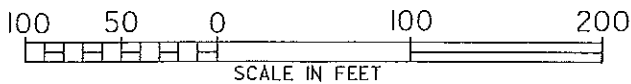
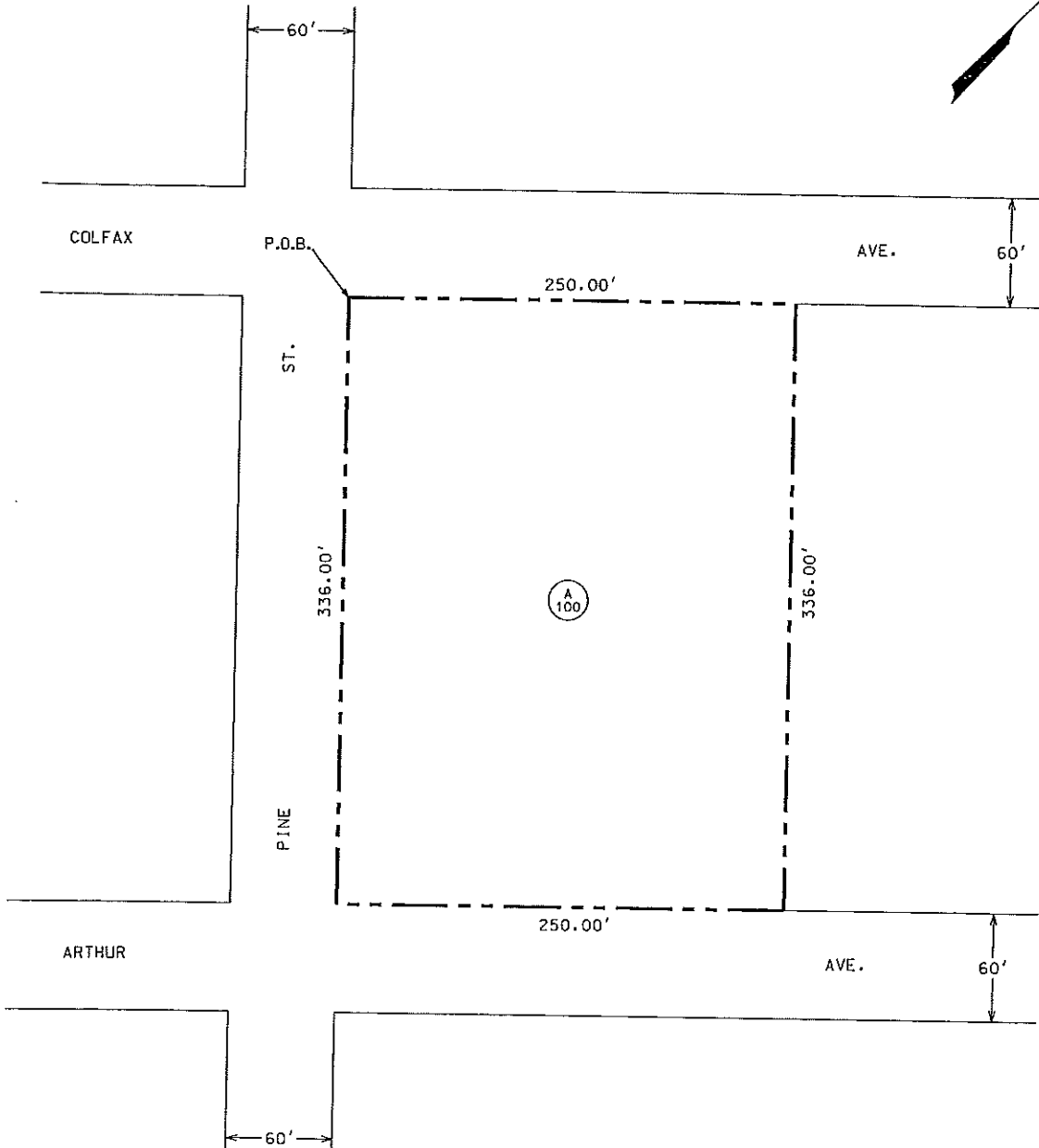
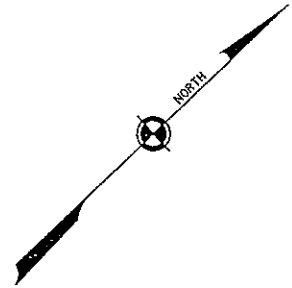
All that certain portion of land situate in the Commonwealth of Pennsylvania, Lackawanna County, in the City of Scranton, land known as Lots 1 to 6, inclusive, and Lots 19 to 24, inclusive, Block 44, 10th Ward, designated as a Tract A100, and more particularly bounded and described as follows:

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.





UNITED STATES ARMY RESERVE CENTER
SCRANTON, PA

a.k.a.

CSM SAMUEL P. SERRENTI MEMORIA'
USARC/OMS

MILITARY RESERVATION
LACKAWANNA COUNTY, PENNSYLVANIA

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.

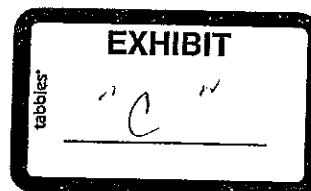
B. The following building(s) on the Property has (have) been determined to contain friable asbestos: Administration Building. The Grantee agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense 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

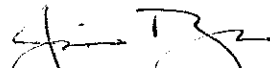
To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

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

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.

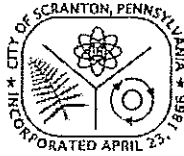
SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

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.

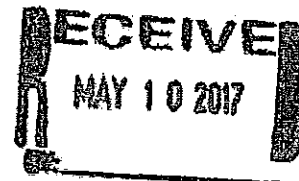
Can you please assess this situation to ensure that there is sufficient One-Way signage to deter motorists from traveling the wrong way on this block?

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 500th 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.

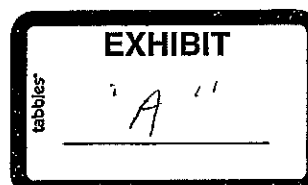
Therefore, based on the information currently available to us, and also upon our professional engineering experience and knowledge, it is our opinion with a reasonable degree of Engineering Judgment, the following recommendations be implemented:

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



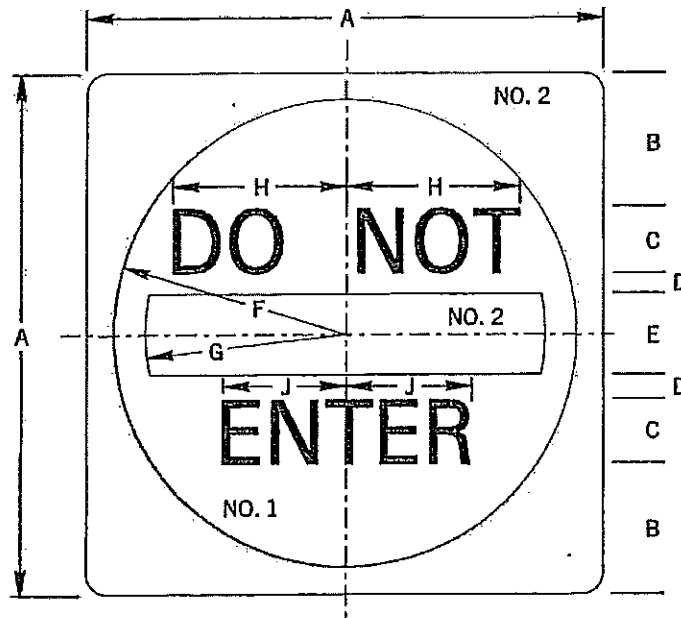
R5-1

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

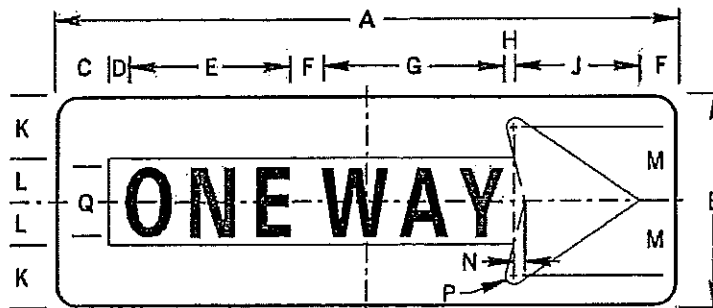
R6-1R

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

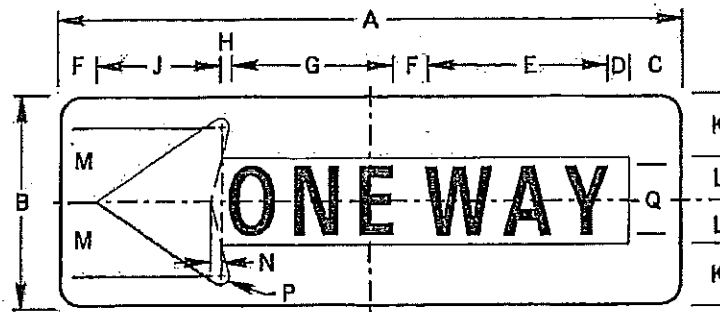
R6-1L

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%

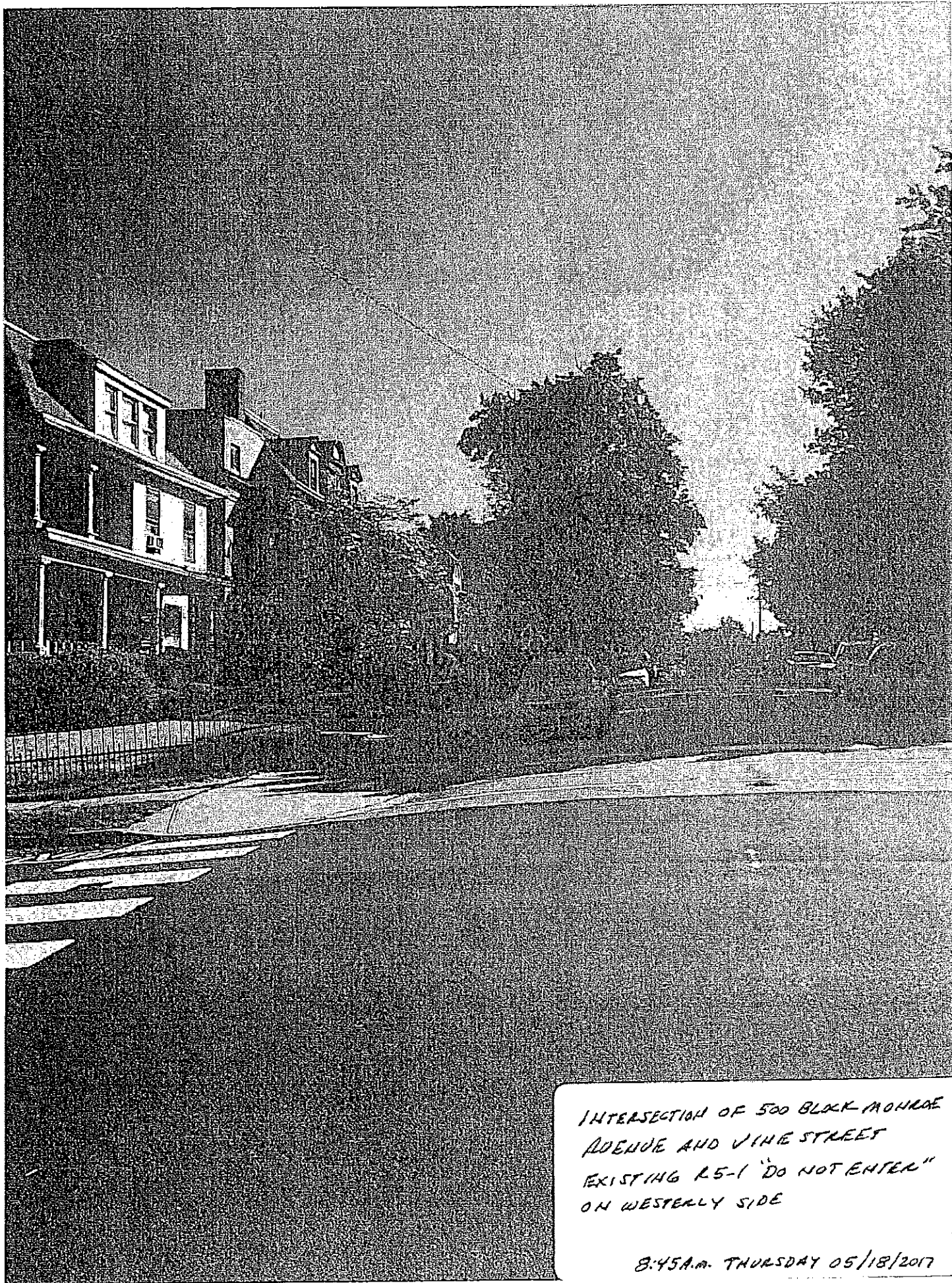
COLOR:

ARROW AND BORDER:
WHITE (REFLECTORIZED)

BACKGROUND AND LEGEND:
BLACK (NON-REFLECTORIZED)

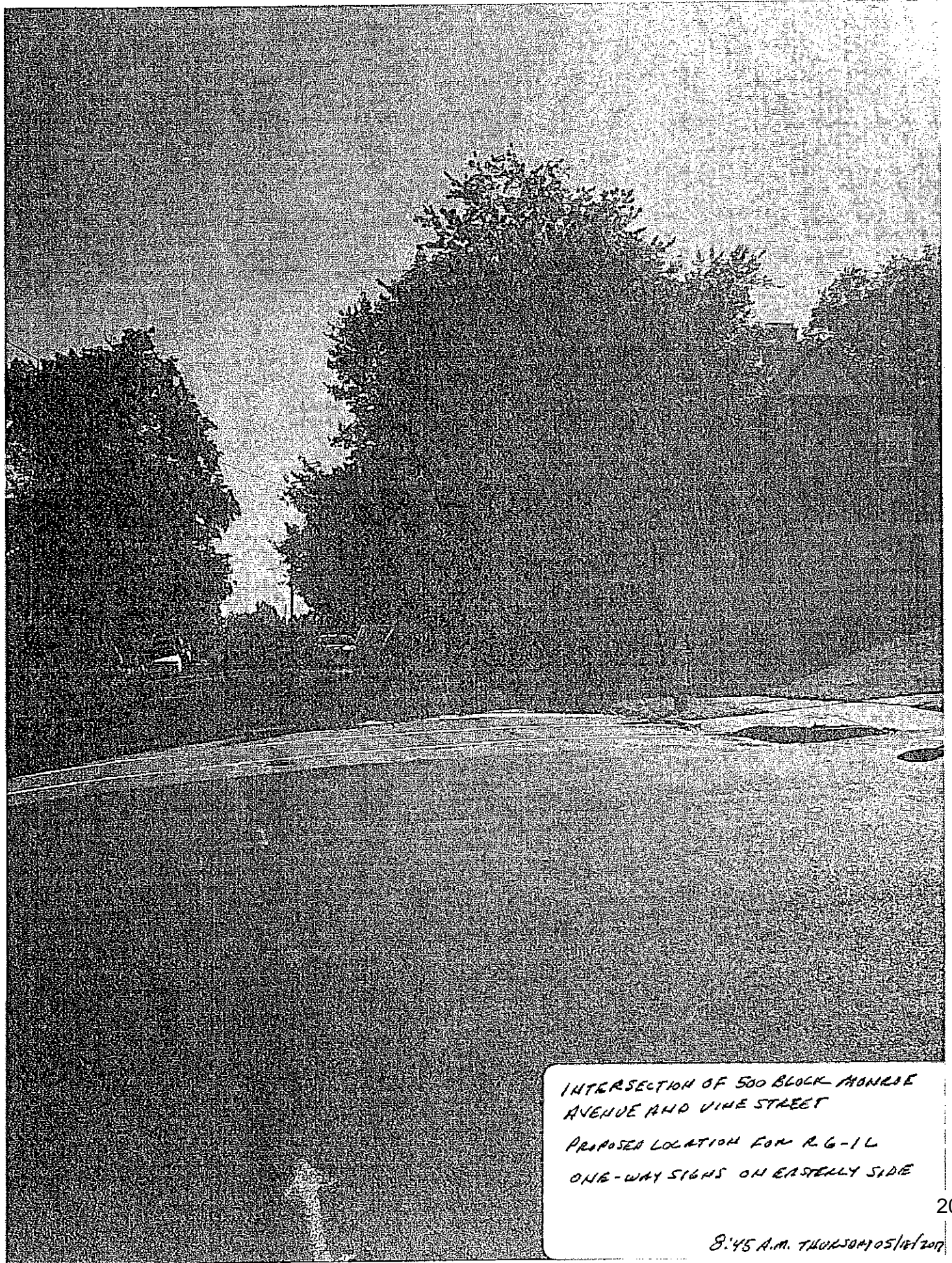
APPROVED FOR THE SECRETARY OF TRANSPORTATION

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



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 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.

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

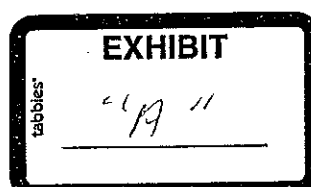
THIS AGREEMENT (the “**Agreement**”) is entered into as of the date of the final execution below (the “**Effective Date**”) by and between the City of Scranton, Pennsylvania (“**Scranton**”), and Smart City Media (“**SCM**”), LLC of 54 West 40th St., New York, New York 10018 (“**SCM**”).

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 40TH 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:

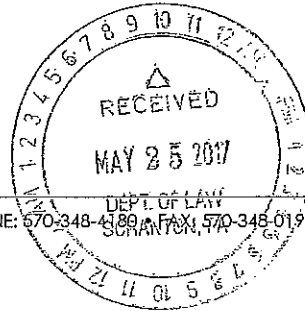
TITLE: _____

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.

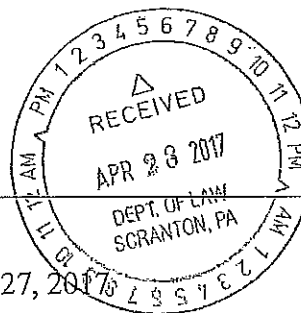
Cc: Mayor William Courtright
Mrs. Roseann Novembrino, City Controller
Ms. Julie Reed, Purchasing Clerk

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.

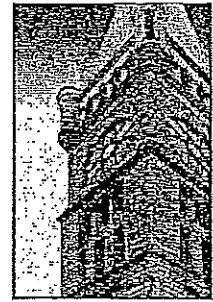
Sincerely,

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

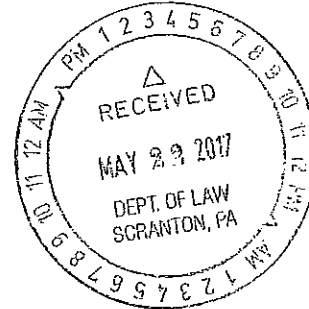
Department of Business Administration

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



SCRANTON

May 22, 2017



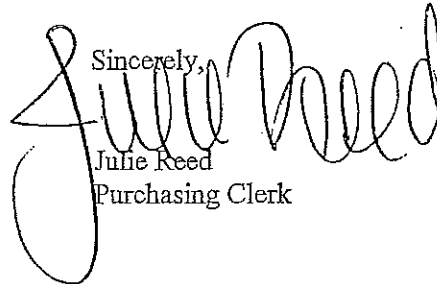
Mr. Dennis Gallagher, Director
Department of Public Works
101 W. Poplar Street
Scranton, Penna. 18508

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

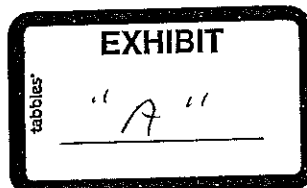
Proposals shall be made upon the official proposal form attached to the specifications which may be obtained at the City Purchasing Department, 340 North Washington Avenue, Scranton, PA 18503 and which may be had by bona fide bidders. Copies can be requested by contacting the City of Scranton Purchasing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

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
2nd 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 or 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
2nd 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

TABLE OF CONTENTS

Section 1 Method of Approach

Section 2 Professional Advice Questionnaire

Section 3 Additional Qualifications

- A. Maximum Compensation Form
- B. Tentative 2017 Paving List
- C. Non-Collusion Affidavit
- D. Contact Sheet
- E. Affirmative Action Certificate
- F. Certification of Non-Segregated Facilities
- G. Certificates of Insurance
- H. Small Business Certificate

Section 1
Method of Approach

1

reuther+brown
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

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 </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> 2 Civil Engineers Construction Inspectors 12 Draftsmen </td> <td></td> <td> 22 Total Personnel </td> </tr> </table>			2 Administrative (Secretarial/Clerical) Architects	___ Electrical Engineers ___ Estimators ___ Landscape Architects ___ Mechanical Engineers ___ Planners: Urban/Regional	___ Soils Engineers ___ Specification Writers 6 Structural Engineers ___ Surveyors	2 Civil Engineers Construction Inspectors 12 Draftsmen		22 Total Personnel
2 Administrative (Secretarial/Clerical) Architects	___ Electrical Engineers ___ Estimators ___ Landscape Architects ___ Mechanical Engineers ___ Planners: Urban/Regional	___ Soils Engineers ___ Specification Writers 6 Structural Engineers ___ Surveyors						
2 Civil Engineers Construction Inspectors 12 Draftsmen		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 and Stormwater 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

3

reuther+bowen
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 7th – Linden to Lackawanna Avenue and Intersection at
Lackawanna & North 7th Ave. All Intersection

"WEST SIDE & KEYSER VALLEY"

16. 4th Street – Broadway to Luzerne
17. 5th 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.

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 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"/> LOC 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



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).

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

COVERAGES

CERTIFICATE NUMBER: Master 17-18

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 - COMPIOP 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

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

INS025 (201401)

The ACORD name and logo are registered marks of ACORD

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

ISSUE DATE: 02/20/2014 EXPIRATION DATE: 02/20/2018

RECERTIFIED DATE: 2/20/2017

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