

AGENDA
REGULAR MEETING OF COUNCIL
April 2, 2018
6:00 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 AGENDA FOR THE BOARD OF ZONING APPEALS MEETING TO BE HELD APRIL 11, 2018.

[Zoning Board Meeting 04-11-18.pdf](#)
4. CITIZENS PARTICIPATION
5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES:
 - 5.A MOTIONS
 - 5.B FOR INTRODUCTION – AN ORDINANCE - ESTABLISHING A “NO PARKING ZONE” ALONG THE WEST SIDE OF WYOMING AVENUE (SR 3025) FROM A POINT 175 FEET SOUTH OF THE INTERSECTION WITH EAST GIBSON STREET TO A POINT 325 FEET SOUTH OF THE INTERSECTION WITH EAST GIBSON STREET TO ALLOW FOR DRIVEWAY SIGHT DISTANCE PURPOSES AS SHOWN ON THE ATTACHED HIGHWAY OCCUPANCY PERMIT FOR THE PENNSYLVANIA NORTHEAST REGIONAL RAILROAD AUTHORITY (PNRRA).

[Ordinance-2018 No Parking Zone Wyoming Ave at East Gibson.pdf](#)

- 5.C FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 40115 TO UPGRADE TRAFFIC SIGNAL AT SEVENTH AVENUE (SR 3029) AND WEST LINDEN STREET (SR 3020).

[Resolution-2018 Traffic Signal Permit Seventh Ave at West Linden.pdf](#)

- 5.D FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 40308 TO UPGRADE TRAFFIC SIGNAL AT WEST LINDEN STREET (SR 3020) AND NORTH EIGHTH AVENUE/MOUNT PLEASANT DRIVE.

[Resolution-2018 Traffic Signal Permit West Linden at North Eighth.pdf](#)

- 5.E FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH PETERS DESIGN GROUP, INC. FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE SERRENTI MEMORIAL ARMY RESERVE CENTER RENOVATION PROJECT.

[Resolution-2018 Contract with Peters Design for Serrenti.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 10, 2018 - AN ORDINANCE - CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229628 ENTITLED "ARLE NORTH MAIN & PARKER" FOR THE RECEIPT OF GRANT FUNDS FROM THE AUTOMATED RED LIGHT TRANSPORTATION ENHANCEMENT GRANT (ARLE) PROGRAM IN ORDER TO PROVIDE FUNDING FOR A TRAFFIC SIGNAL AT THE INTERSECTION OF NORTH MAIN AVENUE AND PARKER STREET.

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT -
FOR ADOPTION – RESOLUTION NO. 28, 2018 – AUTHORIZING THE MAYOR
AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON
TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT
FROM THE CITY OF SCRANTON’S BUSINESS AND INDUSTRY LOAN TO GRANT
PROGRAM, PROJECT NO. 150.43 IN AN AMOUNT NOT TO EXCEED
\$30,000.00 TO JED POOL TOOLS, INC. TO ASSIST AN ELIGIBLE
PROJECT.

Resolution-2018 Loan to Grant to JED Pool Tools Inc. for
\$30K.pdf

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT -
FOR ADOPTION – RESOLUTION NO. 29, 2018 – ACCEPTING THE
RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD
(“HARB”) AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR
GLOBAL ENERGY SERVICES, 20 WEST AYLESBURY ROAD, TIMONIUM,
MARYLAND, 21093, FOR REPLACEMENT OF ALL SINGLE PANE WINDOWS
WITH NEW DOUBLE PANE ENERGY EFFICIENT COMPOSITE WOOD HUNG
WINDOWS CONSISTENT WITH EXISTING WINDOWS; NO BRICK WORK
NECESSARY, SITUATED AT THE SCRANTON SCHOOL DISTRICT
ADMINISTRATION BUILDING, 425 NORTH WASHINGTON AVENUE, SCRANTON,
PA 18503.

Resolution-2018 HARB Global Energy Svcs new windows SSD Admin
Bldg.pdf

8. ADJOURNMENT



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4193 • FAX: 570-348-4171

NOTICE

THE **BOARD OF ZONING APPEALS** OF THE CITY OF SCRANTON
HEREBY GIVES NOTICE THAT IT WILL HOLD A MEETING AT CITY HALL, IN
CITY COUNCIL CHAMBERS (2nd Floor) ON WEDNESDAY,
APRIL 11, 2018 @ 6 PM.

MEETING AGENDA AS FOLLOWS:

- 1) Lackawanna County seeks a Special Exception in order to use the existing building located at 1360 Wyoming Ave. for Court and Administrative functions that relate to the adjoining Prison. R2-0 Zone. Continued f/ March 2018 ZHB Meeting.
- 2) Ryan Adcroft , dba Birdhouse Outdoor LLC, seeks a variance in order to install 2 off-premise signs on the property located @ 1815-1827 Sanderson Ave. CN Zone.

- 3) IrishCultural Society, 1301 Beech St. The applicant seeks a variance in order to allow for a 2 ft. set-back along the Blucher Ave. property boundary. R1-A Zone.
- 4) Jason Piorkowski, dba U S Nonwovens Corp., seeks a Special Exception to manufacture laundry detergent and fabric softners @ 1000 North- South Road. I-L Zone.
- 5) Vaughan Buckley, dba B S Scranton LLC., seeks a variance to construct JEFFERSON AVE. COMMONS, a proposed building project which will consist of 4-5 stories & 48 efficiency units. Project location – 617 Lackawanna Ave. CD Zone.

ANYONE INTERESTED IN BECOMING A PARTY TO THE ABOVE LISTED CASES ARE DIRECTED TO CONTACT THE CITY ZONING OFFICER @ 570-348-4193, EXT 4512. HEARING DATE: 4/11/2018, TIME: 6 PM. BOB GATTENS, CHAIRMAN, SCRANTON ZONING BOARD. PUBLIC PARTICIPATION WELCOME.

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

ESTABLISHING A "NO PARKING ZONE" ALONG THE WEST SIDE OF WYOMING AVENUE (SR 3025) FROM A POINT 175 FEET SOUTH OF THE INTERSECTION WITH EAST GIBSON STREET TO A POINT 325 FEET SOUTH OF THE INTERSECTION WITH EAST GIBSON STREET TO ALLOW FOR DRIVEWAY SIGHT DISTANCE PURPOSES AS SHOWN ON THE ATTACHED HIGHWAY OCCUPANCY PERMIT FOR THE PENNSYLVANIA NORTHEAST REGIONAL RAILROAD AUTHORITY (PNRRA).

WHEREAS, parking along the west side of Wyoming Avenue (SR 3025) from a point 175 feet south of the intersection with East Gibson Street to a point 325 feet south of the intersection with East Gibson Street shall be restricted and/or prohibited; and

WHEREAS, Pennsylvania Department of Transportation's ("PennDOT's") minimum safe site distance for driveways requirements mandate certain parking restrictions be implemented.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that parking is hereby prohibited along the west side of Wyoming Avenue (SR 3025) from a point 175 feet south of the intersection with East Gibson Street to a point 325 feet south of the intersection with East Gibson Street to allow for driveway sight distance purposes.

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.




BUREAU OF ENGINEERING

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

MEMORANDUM

TO: Jessica Eskra, Esquire, City Solicitor

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

DATE: March 23, 2018

RE: *PennDOT HOP Application #:154353*
Pennsylvania Northeast Regional Railroad Authority (PNRRA)
700 Block Wyoming Avenue (SR 3025)
No Parking Ordinance

Reilly Associates is working on the above referenced PennDOT HOP Application for PNRRA on their property on the west side of Wyoming Avenue near East Gibson Street. PNRRA is proposing to close their existing driveway and construct a new one about 200 feet south of the intersection with East Gibson Street. The new driveway location will provide better site circulation for Evergreen's deliveries.

PennDOT is requiring an area to be signed for "No Parking" on Wyoming Avenue for driveway sight distance purposes as shown on the attached HOP Plan Sheet and sketch drawing indicating the area that will be required for the "No Parking" zone.

The ordinance shall read "Parking along the west side of Wyoming Avenue (SR 3025) from a point 175 feet south of the intersection with East Gibson Street to a point 325 feet south of the intersection with East Gibson Street shall be restricted and/or prohibited."

We have reviewed this request and find it to be reasonable and therefore recommend that an ordinance be prepared to accommodate this request. An agreement for the installation and maintenance of these signs is being prepared by Evergreen (the Tenant) and will follow.

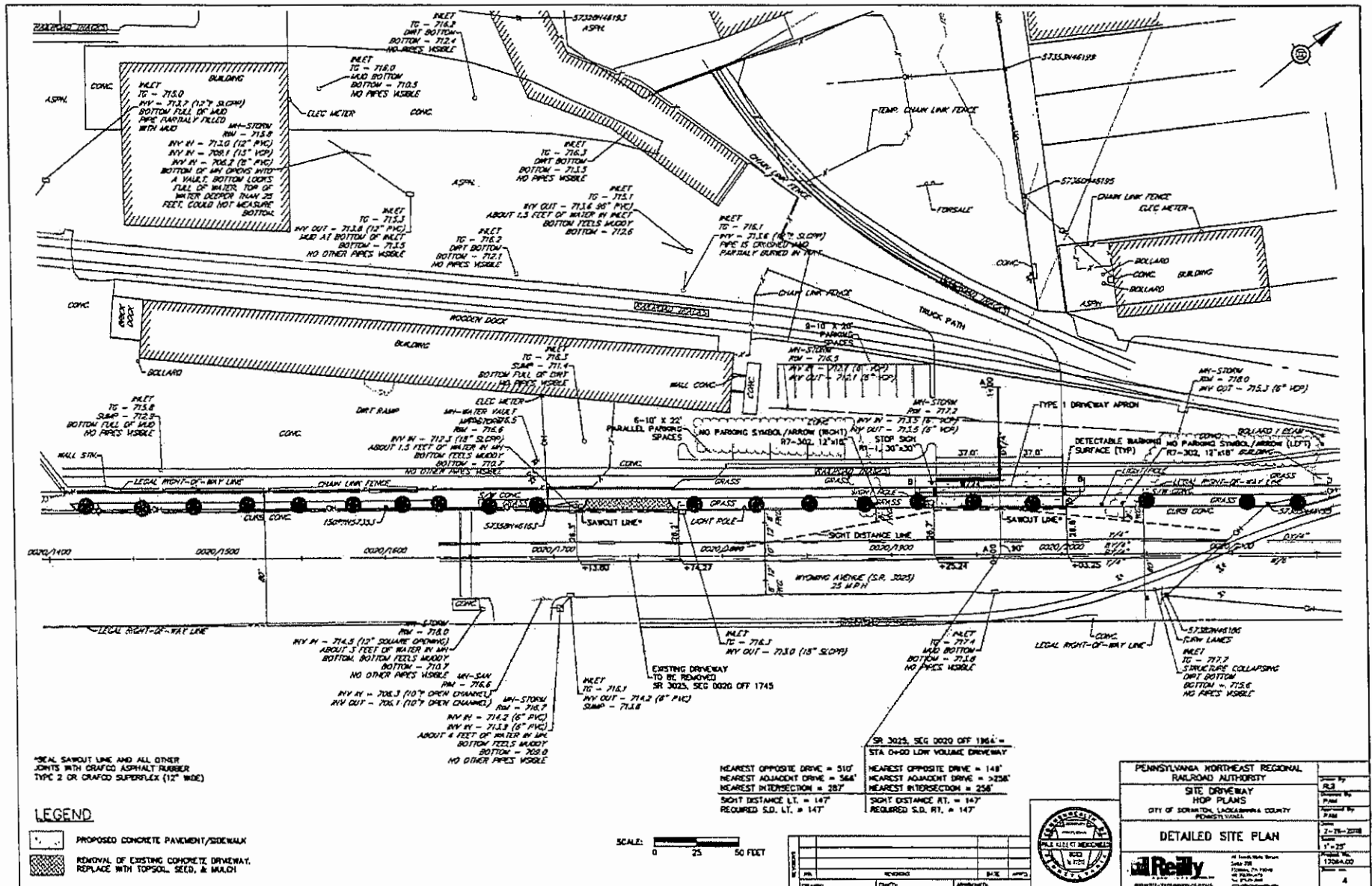
If there are any questions on this matter, please do not hesitate to contact our office at (570) 342-3101.

JJP/lmz

Z-11-04-30 ESKRA memo-3-23-18- Penndot HOP application #154353

Enclosures

c Dennis Gallagher, Director, Department of Public Works
Donald J. King, AICP, City Planner
Lori Reed, City Clerk
Paul A. Menichello, P.E., PTOE, Reilly Associates
QA/QC C. File





DEPARTMENT OF LAW

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

March 26, 2018

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE ESTABLISHING A "NO PARKING ZONE" ALONG THE WEST SIDE OF WYOMING AVENUE (SR 3025) FROM A POINT 175 FEET SOUTH OF THE INTERSECTION WITH EAST GIBSON STREET TO A POINT 325 FEET SOUTH OF THE INTERSECTION WITH EAST GIBSON STREET TO ALLOW FOR DRIVEWAY SIGHT DISTANCE PURPOSES AS SHOWN ON THE ATTACHED HIGHWAY OCCUPANCY PERMIT FOR THE PENNSYLVANIA NORTHEAST REGIONAL RAILROAD AUTHORITY (PNRRA).

Respectfully,

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

JLE/sl

RECEIVED

MAR 26 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

5C

RESOLUTION NO. _____

2018

AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 40115 TO UPGRADE TRAFFIC SIGNAL AT SEVENTH AVENUE (SR 3029) AND WEST LINDEN STREET (SR 3020).

WHEREAS, it is necessary for the Director of the Department of Public Works to sign and submit the traffic signal application on behalf of the City of Scranton. A copy of the application is attached hereto as Exhibit "A" and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Director of the Department of Public Works is authorized to sign and submit the traffic signal application on behalf of the City of Scranton for the modification of the traffic signal at Seventh Avenue (SR 3029) and West Linden Street (SR 3020).

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 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.




BUREAU OF ENGINEERING

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

MEMORANDUM

TO: Jessica Eskra, Esquire, City Solicitor

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

DATE: March 19, 2018

RE: *Application for Traffic Signal Approval*
Traffic Signal Permit No. 40115
Seventh Avenue (SR 3029) and West Linden Street (SR 3020)

Enclosed is one copy (1) copy of TE-160 (6-12) Application for Traffic Signal Approval. The attached TE form is associated with the proposed Sheetz project in the Mount Pleasant Corporate Center. Reilly Associates is the project engineer doing work under PennDOT HOP Application #:136275.

We recommend that a Resolution be prepared and forwarded to City Council indicating that *"The Director of the Department of Public Works of the City of Scranton is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the City of Scranton"*.

The Application cannot be signed and dated and witnessed until after the Resolution is passed by City Council and approved by the Mayor. If there are any questions on this matter, please do not hesitate to contact our office at (570) 342-3101.

JJP/lmz

Z-11-04-30 ESKRA memo-3-19-18- Permit No. 40115

Enclosures

c Dennis Gallagher, Director, Department of Public Works
Donald J. King, AICP, City Planner
Lori Reed, City Clerk
QA/QC C. File

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink

County: LackawannaEngineering District: 4-0

Department Tracking #: _____

Initial Submission Date: _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Dennis GallagherTitle : Director of Public WorksMunicipal Name : City of ScrantonMunicipal Address : 340 North Washington Avenue, Scranton, PA 18503Municipal Phone Number : (570) 348-4180Alternative Phone Number : (570) 357-4988E-mail Address : dgallagher@scrantonpa.govMunicipal Hours of Operation : 6:00 a.m. to 2:00 p.m.

B - Application Description

Location (intersection) : Seventh Avenue (SR 3029) and West Linden Street (SR 3020)Traffic Control Device is : ☐ NEW Traffic Signal ☒ EXISTING Traffic Signal (Permit Number) : 40115

Type of Device (select one) ☒ Traffic Control Signal (MUTCD Section 4D, 4E, 4G) ☐ Flashing Beacon (MUTCD Section 4L) ☐ School Warning System (MUTCD Section 7B)

☐ Other : _____

Is Traffic Signal part of a system? : ☒ YES ☒ NO System Number (if applicable) : _____

If YES, provide locations of all signalized intersections in system.

Seventh Avenue and Lackawanna Avenue, Seventh Avenue and SR 0011 Ramps C/D (Master), Seventh Avenue and SR 0011 Ramps A/B and Seventh Avenue and Olive Street.

Explain the proposed improvements :

Signal timing adjustments, lengthening of West Linden Street eastbound left turn lane to 210 feet and addition of right-in only driveway on Seventh Avenue.

Associated with Highway Occupancy Permit (HOP)? : ☒ YES ☐ NO If YES, HOP Application # : 136275

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☐ Municipal Contractor ☒ Municipal Personnel & Contractor

☐ Other : _____

Maintenance and Operations Contact Name : Dennis GallagherCompany/Organization : City of ScrantonPhone # : (570) 357-4988Alternative Phone # : (570) 348-4180E-mail : dgallagher@scrantonpa.gov

D - Attachments Listing

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Municipal Resolution (required) | <input type="checkbox"/> Location Map | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs | <input type="checkbox"/> Turn Lane Analysis |
| <input type="checkbox"/> Traffic Signal Permit | <input type="checkbox"/> Straight Line Diagram | <input type="checkbox"/> Turn Restriction Studies |
| <input type="checkbox"/> Warrant Analysis | <input type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____ |
| <input type="checkbox"/> Crash Analysis | <input type="checkbox"/> Traffic Impact Study (TIS) | |
| <input type="checkbox"/> Traffic Signal Study | <input type="checkbox"/> Condition Diagram | |

EXHIBIT

tabbies

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink



pennsylvania
DEPARTMENT OF TRANSPORTATION

Sheet 2 of 5
DEPARTMENT USE ONLY

County: LackawannaEngineering District: 4-0

Department Tracking #: _____

Initial Submission Date: _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name: Dennis Gallagher

Date: _____

Signed By: _____

Witness or Attest: _____

Title of Signatory: Director of Public WorksTitle of Witness or Attester: City Solicitor

Exhibit "A":
Preventative and Response Maintenance
Requirements



pennsylvania
 DEPARTMENT OF TRANSPORTATION

Sheet 3 of 5
 DEPARTMENT USE ONLY

County: Lackawanna

Engineering District: 4-D

Department Tracking #: _____

Initial Submission Date: _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS

Support - Mast arm
 Support - Strain pole
 Span wire/tether wire
 Pedestal
 Cabinet
 Signal heads

TYPE OF REPAIR PERMITTED

Emergency or Final
 Emergency or Final
 Final Only
 Emergency or Final
 Emergency or Final
 Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)
 Local controller
 Master controller
 Detector sensor
 - Loop
 - Magnetometer
 - Sonic
 - Magnetic
 - Pushbutton
 Detector amplifier
 Conflict monitor
 Flasher
 Time clock
 Load switch/relay
 Coordination unit
 Communication interface, mode
 Signal cable
 Traffic Signal Communications
 Traffic Signal Systems

Final Only
 Emergency or Final
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DEPARTMENT OF LAW

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

March 23, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 40115 TO UPGRADE TRAFFIC SIGNAL AT SEVENTH AVENUE (SR 3029) AND WEST LINDEN STREET (SR 3020).

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED

MAR 26 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

50

RESOLUTION NO. _____

2018

AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 40308 TO UPGRADE TRAFFIC SIGNAL AT WEST LINDEN STREET (SR 3020) AND NORTH EIGHTH AVENUE/MOUNT PLEASANT DRIVE.

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NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Director of the Department of Public Works is authorized to sign and submit the traffic signal application on behalf of the City of Scranton for the modification of the traffic signal at West Linden Street (SR 3020) and North Eighth Avenue/Mount Pleasant Drive.

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

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




BUREAU OF ENGINEERING

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

MEMORANDUM

TO: Jessica Eskra, Esquire, City Solicitor

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

DATE: March 19, 2018

RE: *Application for Traffic Signal Approval*
Traffic Signal Permit No. 40308
West Linden Street (SR 3020) and N. Eighth Avenue/Mount Pleasant Drive

Enclosed is one copy (1) copy of TE-160 (6-12) Application for Traffic Signal Approval. The attached TE form is associated with the proposed Sheetz project in the Mount Pleasant Corporate Center. Reilly Associates is the project engineer doing work under PennDOT HOP Application #:136275.

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JJP/lmz

Z-11-04-30 ESKRA memo-3-19-18- Permit No. 40308

Enclosures

c Dennis Gallagher, Director, Department of Public Works
Donald J. King, AICP, City Planner
Lori Reed, City Clerk
QA/QC C. File

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



pennsylvania
DEPARTMENT OF TRANSPORTATION

Sheet 1 of 5
DEPARTMENT USE ONLY

County: Lackawanna

Engineering District: 4-0

Department Tracking #: _____

Initial Submission Date: _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Dennis Gallagher

Title : Director of Public Works

Municipal Name : City of Scranton

Municipal Address : 340 North Washington Avenue, Scranton, PA 18503

Municipal Phone Number : (570) 348-4180

Alternative Phone Number : (570) 357-4988

E-mail Address : dgallagher @ scrantonpa.gov

Municipal Hours of Operation : 6:00 a.m. to 2:00 p.m.

B - Application Description

Location (intersection) : West Linden Street (SR 3020) and N. Eighth Avenue / Mount Pleasant Drive

Traffic Control Device is : ☐ NEW Traffic Signal ☒ EXISTING Traffic Signal (Permit Number) : 40308

Type of Device (select one) ☒ Traffic Control Signal (MUTCD Section 4D, 4E, 4G) ☐ Flashing Beacon (MUTCD Section 4L) ☐ School Warning System (MUTCD Section 7B)

☐ Other : _____

Is Traffic Signal part of a system? : ☐ YES ☒ NO System Number (if applicable) : _____

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

Signal timing adjustments, addition of right-in only driveway on SR 3020 and re-striping of gore area on SR 3020 westbound approach.

Associated with Highway Occupancy Permit (HOP)? : ☒ YES ☐ NO If YES, HOP Application # : 136275

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☐ Municipal Contractor ☒ Municipal Personnel & Contractor

☐ Other : _____

Maintenance and Operations Contact Name : Dennis Gallagher

Company/Organization : City of Scranton

Phone # : (570) 357-4988

Alternative Phone # : (570) 348-4180

E-mail : dgallagher@scrantonpa.gov

D - Attachments Listing

☒ Municipal Resolution (required)

☐ Location Map

☐ Traffic Volumes / Pedestrian Volumes

☐ Letter of Financial Commitment

☐ Photographs

☐ Turn Lane Analysis

☐ Traffic Signal Permit

☐ Straight Line Diagram

☐ Turn Restriction Studies

☐ Warrant Analysis

☐ Capacity Analysis

☐ Other : _____

☐ Crash Analysis

☐ Traffic Impact Study (TIS)

☐ Traffic Signal Study

☐ Condition Diagram

EXHIBIT

tabbies

"A"

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



pennsylvania
DEPARTMENT OF TRANSPORTATION

Sheet 2 of 5
DEPARTMENT USE ONLY

County: Lackawanna

Engineering District: 4-0

Department Tracking #: _____

Initial Submission Date: _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Dennis Gallagher

Date : _____

Signed By : _____

Witness or Attest : _____

Title of Signatory : Director of Public Works

Title of Witness or Attester: City Solicitor

**Exhibit "A":
Preventative and Response Maintenance
Requirements**



pennsylvania
DEPARTMENT OF TRANSPORTATION

Sheet 3 of 5
DEPARTMENT USE ONLY

County: Lackawanna

Engineering District: 4-0

Department Tracking #: _____

Initial Submission Date: _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS

Support - Mast arm
Support - Strain pole
Span wire/tether wire
Pedestal
Cabinet
Signal heads

TYPE OF REPAIR PERMITTED

Emergency or Final
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)
Local controller
Master controller
Detector sensor
 - Loop
 - Magnetometer
 - Sonic
 - Magnetic
 - Pushbutton
Detector amplifier
Conflict monitor
Flasher
Time clock
Load switch/relay
Coordination unit
Communication Interface, mode
Signal cable
Traffic Signal Communications
Traffic Signal Systems

Final Only
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Final Only
Final Only
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only
Final Only
Final Only

**Exhibit "B":
Recordkeeping**



pennsylvania
DEPARTMENT OF TRANSPORTATION

Sheet 4 of 5
DEPARTMENT USE ONLY

County: Lackawanna

Engineering District: 4-0

Department Tracking #: _____

Initial Submission Date: _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":
Signal Maintenance Organization**



Sheet 5 of 5
DEPARTMENT USE ONLY
County: Lackawanna
Engineering District: 4-0
Department Tracking #: _____
Initial Submission Date: _____

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work performed.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



DEPARTMENT OF LAW

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

March 23, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 40308 TO UPGRADE TRAFFIC SIGNAL AT WEST LINDEN STREET (SR 3020) AND NORTH EIGHTH AVENUE/MOUNT PLEASANT DRIVE.

Respectfully,

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

JLE/sl

RECEIVED

MAR 26 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

5E

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH PETERS DESIGN GROUP, INC. FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE SERRENTI MEMORIAL ARMY RESERVE CENTER RENOVATION PROJECT.

WHEREAS, a Request for Qualifications was advertised for Professional Architectural and Engineering Services for the Serrenti Memorial Army Reserve Center Renovation Project; and six (6) proposals were timely 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 Peters Design Group, Inc. for the reasons provided in the attached Memorandum from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Peters Design Group, Inc. for Professional Architectural and Engineering Services for Serrenti Memorial Army Reserve Center Renovation Project.

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

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

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

CONTRACT

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

PETERS DESIGN GROUP, INC.
1415 PRICE STREET
SCRANTON, PA 18504
PHONE NO. (570) 346-8446
FAX NO. (570) 346-8269

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 Professional Architectural and Engineering Services for the Serrenti Memorial Army Reserve Center Renovation Project. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE SERRENTI MEMORIAL ARMY RESERVE CENTER
RENOVATION PROJECT
PER THE ATTACHED REQUEST FOR QUALIFICATIONS AND
SCRANTONS 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 Peters Design Group, Inc. dated February 19, 2018 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

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

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

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

ARTICLE VI: TERMINATION OF CONTRACT

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

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

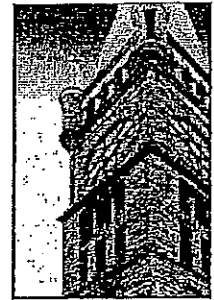
PETERS DESIGN GROUP, INC.

BY:

TITLE: _____

DATE: _____

BUSINESS ADMINISTRATION



SCRANTON

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

February 28, 2018

Memo

To: William Courtright, Mayor
Jessica Eskra, Solicitor
Lori Reed, City Clerk
Carl Graziano, Chief of Police Bureau
Patrick DeSarno, Chief of Fire Bureau
Roseann Novembrino, City Controller

From: Chris Casciano, Business Administrator

Re: **Recommendation for Professional Architectural and Engineering Services
for completion of the Serrenti Memorial Army Reserve Center Project**

All,

The following firms presented qualifications for performing service on February 23, 2018, in response to the City of Scranton Request for Qualifications for the above-referenced project. The architectural/engineering services are required to complete specific improvements to the former Army Reserve Corps facility. The City intends to utilize a combination of funds obtained through grants and budgeted capital improvement funds generated from current revenue.

The following firms submitted qualifications:

1. Peters Design Group, Inc.
2. Highland Associates
3. The Palumbo Group
4. KBA Engineering, P.C.
5. Alloy5 Architecture
6. Hemmler & Camayd Architects

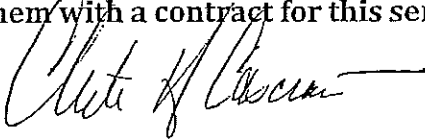
A seventh proposal from LaBella Associates, P.C., was delivered by UPS after the 10:00 AM deadline for submission, considered disqualified, and returned unopened.

The Serrenti Project is one that is small in scope, tightly budgeted, and involves a building to be used primarily for internal City business - specifically Police & Fire

Department equipment housing and training. The building is 70% garage/storage space. The work necessary is design retrofitting, day to day project management (including directing the general contractor's activity), work inspection, and payment recommendation. We seek a qualified professional firm to guide the Bureau Chief & Business Administrator through the remodeling process, and to recommend the best course of action when confronted with remodeling challenges. In recommending the lowest, most responsible bidder for this project, consideration of the ability of the firm to meet those needs in a cost effective, timely manner received the greatest weight.

All bidders are considered to be qualified to complete the work. The Peters Design Group, Inc.'s approach is a simple collaborative strategy with services associated with the project completed with direct intervention by the firm's principal. The referenced work and reference list are local. The size, scope, and budget of the project align well with the size, scope, and fee structure of the firm.

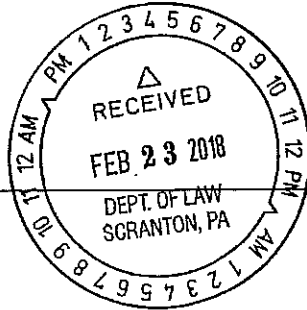
Therefore, the Office of the Business Administrator recommends acceptance of the qualifications placed forth by the Peters Design Group, Inc. as most advantageous for the City in regard to this project, and subsequently awarding them with a contract for this service.

A handwritten signature in black ink, appearing to read "Chris Casciano", with a long horizontal flourish extending to the right.

Chris Casciano
Business Administrator

Department of Business Administration

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



SCRANTON

February 23, 2018

Mr. Chris Casciano
Business Administrator
Municipal Building
Scranton, Pa. 18503

Dear Mr. Bulzoni,

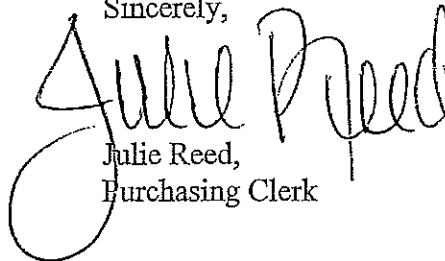
This is to inform you that proposals were opened Friday, February 23, 2018 in Council Chambers for the **City Of Scranton Request For Qualifications For Professional Architectural & Engineering Services For Serrenti Memorial Army Reserve Center Renovation Project**. Attached are the copies of the proposals submitted by the following companies:

Peters Design Group, Inc.
The Palumbo Group
Highland Associates
KBA Engineering, P.C.
ALLOY5 Architecture
Hemmler & Camayd Architects

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

Thank you for your cooperation in this matter.

Sincerely,



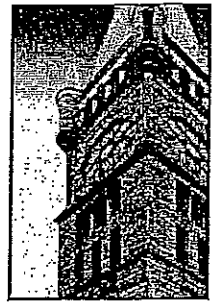
Julie Reed,
Purchasing Clerk

Encls.

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

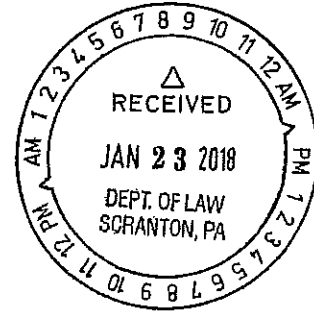
Department of Business Administration

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



SCRANTON

January 23, 2018



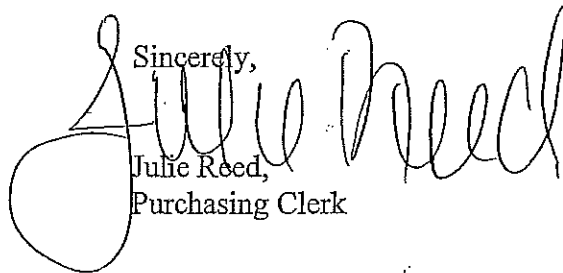
Mr. Chris Casciano
Business Administrator
City of Scranton
Municipal Building
Scranton Pa, 18503

Dear Mr. Casciano,

This is to inform you that proposals will be opened in City Council Chambers on Friday, February 23, 2018 at 10:00 A.M. for the following:

**City of Scranton
Request for Qualifications for
Professional Architectural & Engineering Services for
Serrenti Memorial Army Reserve Center Renovation Project**

Attached, please find RFP and Specifications. Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

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

CITY OF SCRANTON
REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES FOR
SERRENTI MEMORIAL ARMY RESERVE CENTER RENOVATION PROJECT

The City of Scranton invites you to submit a proposal to provide ARCHITECTURAL & ENGINEERING SERVICES. Sealed qualification proposals will be received by the City Of Scranton, 340 North Washington Avenue, Scranton, PA 18503, until 10:00 A.M. Friday, February 23, 2018, at which time such proposals will be opened in the City Council Chambers.

The City seeks the expertise and resources of an Architectural firm that can provide a wide scope of services evidenced in the depth of skills and documented experience required to perform the work described in this RFQ. Submissions should emphasize the scope of services your firm has available to enable the City to determine that its needs will be met in an economical, efficient and professional manner.

Specific experience with renovation projects, similar to those described in this RFQ, should be highlighted in your proposal.

All proposals are to be in accordance with the RFQ specifications which are now available and can be picked up at the Office of the Bureau of Purchasing, 340 North Washington Ave., 4th Floor, Scranton, Pa. 18503

Sealed envelopes containing RFQ's shall be plainly marked on the outside with:

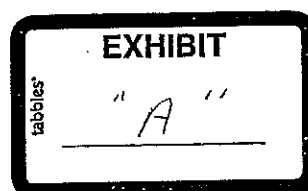
"REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES FOR
SERRENTI MEMORIAL ARMY RESERVE CENTER RENOVATION PROJECT"

and shall be hand delivered or mailed to the City Controller at the address first listed above, so as to arrive by the date and time specified above. Responding firms must provide six (6) submissions.

Questions may be directed to the attention of Chris Casciano, Business Administrator, at ccasciano@scrantonpa.gov.

Chris Casciano
Business Administrator

Proposers are responsible for submitting their proposals to the appropriate location at or prior to the time indicated in the specifications. No proposals will be accepted after the designated time or date indicated in the proposal specifications. Delay in mail delivery is not an exception to the receipt of a proposal. Copies may be requested by contacting the City of Scranton Purchasing Clerk, at jreed@scrantonpa.gov.



POINT OF CONTACT:

All questions concerning this proposal shall be sent to:

Chris Casciano

Email: ccasciano@scrantonpa.gov.

Any requests for clarification or additional information regarding this Request for Proposal are to be submitted via email prior to the proposal opening. Verbal questions will not be entertained. Questions must be in the possession of the Office of Business Administration Office no later than **February 14, 2018**.

Any substantive requests for information that are received and responded to by the City will be provided to perspective proposers in the form of an addendum. If at any time this RFQ needs to be revised, an amendment will be issued to all responders.

Each proposal must be accompanied by a signed proposal, non-collusion affidavit, affirmative action certification, non-segregated facilities certification, and a certificate of insurance.

INTRODUCTION:

The purpose of this RFQ is to select a qualified design professional Architectural / Engineering Consultant ("Architect") to prepare necessary design and bidding documents for the proposed renovation project consisting of the efficient adaptation of the Serrenti Memorial Army Reserve Center, 1801 Pine Street, Scranton, PA for use by the City of Scranton.

ARCHITECT OF RECORD:

The Architectural Services provided during The Project includes phases of construction document development through construction bids; contract award, construction administration, and project close out.

The City seeks the expertise and resources of an Architectural / Engineering firm that can provide a wide scope of services evidenced in the depth of skills and documented experience required to perform the work described in this RFQ.

Submissions should emphasize the scope of services your firm has available so that the City can determine that its needs will be met in an economical, efficient and professional manner.

Specific experience with similar renovation projects should be highlighted in your proposal and knowledge of the City's public safety facilities will be beneficial to the selection.

The prospective proposer should note that the City intends to utilize the services of a General Contractor (GC) with the GC hiring their own sub-contractors.

The Architect / Engineering Firm are preferred to be one company. If disciplines are not of the same firm the Sub-Consultant shall be identified and a detailed description is to be provided which identifies years working together, common projects and how coordination is performed.

GENERAL SCOPE:

All proposals must contain the information requested below and as further specified in the last section of this RFQ ("Contents and Required Sequence for Submissions"). The successful Architect is expected to meet all of the terms and conditions set forth herein.

The City reserves the right to issue supplemental information regarding this RFQ in the form of an addendum, or addenda, in its discretion. In such event, a copy will be sent to those firms requesting the RFQ.

RFQ TIMELINE:

RFQ issues:	week of January 15, 2018
Proposal Due Date:	February 23, 2018
Proposal Review:	week of February 25, 2018
Award by City: (estimated)	week of March 12, 2018
Construction Bid Date: (target)	week of April 26, 2018

COSTS:

All costs associated with preparing a response to this RFQ are the responsibility of the Proposer. The City shall not be responsible for any such costs.

RFQ PROCEDURES:

A. Submission of Qualifications.

Proposers should submit an original plus six (6) copies of their qualifications.

Proposals must be received on or before:

February 23, 2018 AT 10:00 A.M.

Sealed envelopes containing RFQ's shall be plainly marked on the outside with

"REQUEST FOR QUALIFICATIONS ARCHITECTURAL & ENGINEERING SERVICES
SERRENTI MEMORIAL ARMY RESERVE CENTER RENOVATION PROJECT"

All proposals must be either hand delivered or mailed to:

Office of the City Controller
340 North Washington Ave.
Scranton, PA 18503
Attn: Roseann Novembrino, City Controller

Qualifications WILL NOT be accepted by E-Mail or Facsimile transmission.

Qualifications received after the above mentioned deadline WILL NOT be accepted.

Qualifications not addressed properly WILL NOT be accepted.

The City of Scranton assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the submission to be received late.

B. Modification or Withdrawal of Proposals.

Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the Business Office at the above address prior to the date and time set for receipt of proposals.

C. Right to Reject Proposals.

This RFQ does not commit the City to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFQ, or to procure or contract for services. The City intends to award a contract on the basis of the best interest and advantage to the City, and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel this RFP, in part, or in its entirety, if it is in the best interest of the City. The City may select as the successful proposal that proposal which, in the City's sole discretion and with whatever modifications the City and the Proposer may mutually agree upon, best meets the City's requirements. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the City, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful vendor.

D. Negotiate with Proposers.

Upon review of the City, the City may elect to negotiate best and final offer with proposer.

INSURANCE:

No Proposer shall commence work under this contract until it has obtained all the insurance required hereinafter and such insurance has been approved by the City, nor shall the contractor allow any subcontractor to commence any work on the subcontract until all similar insurance required by the subcontractor has been obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of each contractor.

The Architect must have Professional Liability Insurance. The insurer on all such policies must be licensed to do business in Pennsylvania

The City of Scranton shall be named as the additional insured on all policies covering this project.

Insurance Certificates and Policies:

The certificate of general liability insurance is to be filed with the City's Business Office, Purchasing Department. This certificate of insurance shall contain the following endorsement:

"IT IS UNDERSTOOD THAT THE INSURANCE COMPANY WILL NOTIFY THE CITY OF SCRANTON, OFFICE OF BUSINESS ADMINISTRATION AT LEAST THIRTY (30) DAYS PRIOR TO ANY CHANGES OR CANCELLATION OF THE POLICY."

Submission of proof of insurance from the Proposer's insurance agent shall accompany the proposal. Said insurance requirements shall be attached to each consultant contract as Schedule "B" thereof. The Certificate of Owner's Protective Insurance alone is not sufficient.

SECTION I - GENERAL REQUIREMENTS FOR PROPOSALS

A. QUALIFICATIONS

1. The Architect and all members of the Architect's team shall provide evidence that they are currently properly licensed to conduct business and practice their profession within Pennsylvania.
2. The specific qualifications and applicable experience of the Proposer and the individual professionals to perform the work shall be submitted as a part of the proposal. The City anticipates working with one of the Principals of the Proposer's firm and any consulting firm. A statement of the minimum percent of the work to be performed by and the time spent by the Principal(s) shall be included with the Proposal.
3. The Proposer shall demonstrate experience with similar public safety projects. Such experience shall be documented in the Proposal. One of the Proposal evaluation criteria shall be the number and success of applicable project experience of the individual professionals, the Proposer's firm generally, and/or its team of other consultants, proposed to perform the work.
4. The Architect and the proposed members of the project staff must have experience in working on three similar projects. The proposal shall document such experience of the Proposer and the individuals within the firm proposed to perform the work described herein. The experience of the members of any proposed consultant team shall also be documented in the Proposal. Said description shall fully depict the scope and magnitude of the project and the individual and firm's specific project responsibilities and scope of involvement, and not merely be a listing of projects. Said description shall include the name, address, and telephone number of the owner's contact having direct knowledge of each project, and the individual, firm, and/or team involvement. The proposal shall include references for all types of related experience of the Architect and other members of the Architect's team noted in the proposal.

Inclusion of such references shall be deemed to give the City permission to verify cited experience.

5. Provide list of three local clients, preferably local government clients, that the Architect and/or sub-consultants have provided similar services. Inclusion of such references shall be deemed to give the City permission to verify cited experience.
6. The Proposal must address all areas of work requested herein to render a completed plan. The absence of a professional specialty or firm to address any portion of the work described herein may result in non-consideration of a Proposal.

B. APPROACH

1. The Proposer shall assemble and specify the members of the team in their Proposal in response to this RFQ. The Proposer shall be responsible for coordinating the work and schedules of all other team members.
2. The Proposal shall specify all the members of any consultant team proposed to perform the work described herein. A discussion of team management approach to be utilized by the Architect member of the team shall be included in the Proposal.
3. The City has a strict budget limit for the proposed work and requires that the Architect's design be within that budget (design to budget). The Architect and any sub-consultants shall be responsible to design within the prescribed budget and provide redesign at no additional cost to the City if necessary to bring the project back within budget should bids exceed the design to budget.

SECTION II - SCOPE OF WORK

A. DESCRIPTION OF PROJECT

Successful completion of this project will convert the Serrenti Memorial Army Reserve Center, located at 1801 Pine Street, into an Emergency Services Center. In addition the Emergency Service Center will furnish office and conference space to be used for police and fire operations, police and fire training, and storage space for police and fire vehicles and equipment.

B. OVERVIEW & GENERAL INFORMATION

1. Unless otherwise specified in the Proposal or in the Agreement between the City and the successful Proposer, all services requested in the RFQ shall be included in the scope of work and fees submitted by the Proposer.
2. The following is to be included in scope of work. It is the responsibility of the Proposer to visit locations, identify items listed and provide documentation for correction of deficiencies. The City will provide more detailed information for each facility upon request.

Architectural and Engineering Plans Required:

General Construction:

- Wall repair throughout entire building;
- Ceiling repair throughout building;
- Replacing existing carpet with tile;
- Repair or replacement of existing windows;
- Roof repair.

Water/Sewer:

- To replace missing hot and cold water lines;
- Install new tubing and fittings.

Repair and/or replacements of heating and cooling systems:

- Removal of fan coil units, replace with natural gas warm air furnaces;
- Install refrigeration and gas lines to all units;
- Install pipe vent lines, drain lines and condensate pumps;
- Remove old hanging unit heaters and lines;
- Connect gas lines.

Electrical upgrades:

- Provide power to HVAC;
- Replace 80 duplex outlets and plates, replace 20 GFI outlets and plates, replace 40 toggle switches with plates;
- Provide power for data center;
- Reclamp/clean existing fixtures;
- Replace existing fixtures with LED equivalent.

Video Surveillance:

- To expand Gentec video surveillance and add access control for the Scranton Police Department to include this facility;
- Install wireless connection, radio, antenna and cabling;
- Furnish access control on 15 doors;
- Provide local video archive;
- Furnish 12 access points and controller for WIFI in 16 rooms.

3. Project oversight of the General Contractor and necessary sub-contractors. Municipal procurement is to be separate, and selected with City's input and final selection approval.
4. Communication with City Police and Fire Department's designated staff throughout this project is considered vital to the success of the project and a primary responsibility of the Architect. Contact information shall be provided upon approval of the proposal.
5. The City considers review of work to be an important aspect of this project. The architect should have weekly review meetings with City to review findings, scope of renovations and progress of work.
6. The Architect shall contact the Director of Licenses and Permits as required to obtain all pertinent information related to the project to ensure that all aspects of the project are consistent with any applicable city regulations.

SECTION III - PROPOSAL REVIEW CRITERIA

Proposals will be reviewed based on a variety of criteria including, but not limited to:

- The completeness and overall quality of the proposal submitted;
- The Proposer's experience, stability and history of performance on providing similar architectural services;
- The Proposer's willingness to guarantee the commitment of specific individuals to provide the professional services;
- The Proposer's understanding of the City's needs;
- The availability of adequate personnel to perform the required work expeditiously;
- The financial stability of the Proposer;
- The recommendation and opinions of the Proposer's current and previous clients;
- Information provided in response to specific questions or items in these RFP documents;
- Proposer's approach to keep the project design within a given budget.

The final selection shall be made in the sole discretion of the City.

SECTION IV - PROPOSAL CONTENTS AND REQUIRED SEQUENCE FOR SUBMISSIONS

Responses shall include all of the following items in the sequence given, including responses to all related sections or elements within this RFQ.

1. Cover Sheet - Include the complete legal name of the Proposer, the location of the office which will have responsibility for the services to be provided, and the name, address, telephone and email of the primary contact representative who is knowledgeable about the proposal.
2. Relevant Qualifications and Experience of the Firm(s) - Describe the overall relevant qualifications and experience of the Proposer in the areas of architectural services. Describe the depth of staff and commitment of the Proposer to assure the timely and quality completion of the work. Include a listing of at least 3 projects for which such services were provided.
3. Proposed Project Team Organization, Individual Qualifications and Commitment - Provide a project organization chart that specifies the individual Proposer's project manager and all other key positions by discipline and describe the specific role of each team member. If requested by the City, the Proposer must be willing to provide resumes for each key team member.
4. Project Approach and Scope of Work Deliverables - Describe the Proposer's overall philosophy and approach to the scope of work being requested as described in the various preceding sections of the RFQ. Specify drawings, documents and other deliverables that will be provided to the City pursuant to this RFQ.
5. Project Design within Budget - Describe the Proposer's approach to keep project design within a given budget and confirm acceptance of responsibility to redesign as necessary to keep project within the City's design budget.
6. References - Give the name, address and telephone number of references for three (3) clients for whom the Proposer has completed projects that are similar in scope to the work specified in this RFQ.
7. Fee Schedule- Provide a fee schedule for architectural services, engineering services, and project/procurement oversight, subject to negotiation based on modifications in the scope of work, including all reimbursable expenses of the Proposer for the work outlined in this RFQ.

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

1. A certificate of insurance of the prospective bidder's insurance coverage. The City requires the successful bidder to carry Professional Liability insurance at a minimum of \$2000.00 occurrence/aggregate. All insurance coverages must be kept in effect during the contract period. The loss of insurance coverages could result in voiding of the contract.
2. A statement of assurance that the prospective bidder is not currently in violation of any regulatory rules and regulations that may have any impact on its operations.
3. A statement that the prospective bidder is not involved in any current litigation with the City.

Insurance

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

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

other insurance, whether primary, excess, contingent, or on any other basis, that is available to the contractor or its subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the contractor has been included as an Additional Insured. The City of Scranton and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.

- **Automobile Liability.** Business Automobile Liability covering all owned, non-owned, and hired autos in required with limits of not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. Such policy must contain a "Severability of Interests" clause. The City of Scranton, and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents, shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- **Excess/Umbrella Liability.** Proposer shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than \$5,000,000.00 in Any One Claim or Occurrence. Coverage shall include, but not be limited to, coverage provided by any underlying insurance. Underlying insurance shall include all liability coverage required by this contract except Professional Liability/Errors or Omissions coverage as outlined below. The City of Scranton and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- **Professional Liability/Errors & Omissions Coverage.** Evidence of Professional Liability/Errors & Omissions coverage, including Privacy Liability, must be provided, with limits of not less than \$10,000,000.00, with a deductible not to exceed \$10,000.00. Errors & Omissions coverage shall be applicable to any occurrence arising out of the performance of services required under the Professional Services Contract and shall cover liability arising from information technology services including, but not limited to, intellectual property infringement, privacy infringement, and, if applicable, software development services and computer or electronic information technology services. Coverage under an occurrence form shall be maintained in full force and effect under the policy during the contract period. Under a claim made form, continuous coverage is required. Should an Extended Discovery Period or "tail" coverage be required in the event coverage is terminated, such coverage must be maintained for a period of not less than three (3) years.
- **Fidelity/Blanket Crime Insurance.** Evidence of Fidelity/Blanket Crime Insurance with an Employee Dishonesty limit of not less than \$5,000,000.00 shall be submitted to the City of Scranton prior to the commencement of services. Proposer must maintain Third Party (includes money, securities, client's property, and other

properties) coverage under the Crime policy. The City of Scranton shall be included as a co-loss payee. A copy of the actual Loss Payee Endorsement is required.

Additional Provisions

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

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

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

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

Indemnification

The Proposer will be required in the contract to "protect, defend, indemnify and hold harmless the City of Scranton, and the Commonwealth of Pennsylvania, and their respective officers, directors, boards, commissions, commissioners, agents, contractors, employees, and/or their invitees from and against all claims, demands, loss, fines, penalties, and causes of action, damages, or liability (i) for bodily injury, including death, and for damage to property, including the property of any of them, incurred by reason of any willful or negligent act of commission or omission of successful Proposer, its agents or employees, arising out of or taking place in the courts of the performance of this contract; (ii) or results from or arises out of the violation of any third party's trade secrets, trademarks, copyright, patent rights, or other proprietary rights in connection with a breach of any warranty set forth in the contract." The indemnification shall include the fees and expenses of attorneys and experts, etc. The Successful Proposer's indemnification expressly includes any claims for personal injuries or death made by or on behalf of Proposer's employees against the City of Scranton, the Commonwealth of Pennsylvania and each of their respective employees, officers, directors, commissions, commissioners, agents, contractors, employees, and/or invitees. The City of Scranton does not indemnify.

Certificate of Non-Indebtedness

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

Non-Discrimination

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

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

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

Without limiting the generality of the preceding sentence, Proposer shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 535.130, and all other regulations promulgated under Title II of "The Americans with Disabilities Act," as they may be amended from time to time, which are applicable to the benefits, services, programs, and activities provided by the City of Scranton through contracts with outsider contractors.

Governing Laws

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

Certain Required Disclosures

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

Disclosures by Current Contractors

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

official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.

8. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.
9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sign the verification statement below.

VERIFICATION

I, _____, hereby state that I am _____

For _____, and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: _____ Date: _____

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 _____

February 5, 2018

**Amendment No. 1 to City of Scranton RFQ:
PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES FOR
SERRENTI MEMORIAL ARMY RESERVE CENTER RENOVATION PROJECT**

Amendment No. 1 to City of Scranton RFQ: PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES FOR SERRENTI MEMORIAL ARMY RESERVE CENTER RENOVATION PROJECT amending required insurance coverage limits.

The following are amendments to the Qualifications and Insurance Section:

Page 13. Item 1 within the section titled **"All qualifications submitted to the City of Scranton shall include the following:"** shall now read as follows in correction of a typographic error, items 2 & 3 remain unchanged:

1. A certificate of insurance of the prospective bidder's insurance coverage. All insurance coverages must be kept in effect during the contract period. The loss of insurance coverages could result in voiding of the contract.

Page 14. Within the section titled **"Excess/Umbrella Liability"** the first sentence shall now read as follows with the remainder of the paragraph remaining unchanged:

Proposer shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than **\$2,000,000.00** in Any One Claim or Occurrence.

Page 14. Within the section titled **"Professional Liability/Errors & Omissions Coverage"** the first sentence shall now read as follows with the remainder of the paragraph remaining unchanged:

Evidence of Professional Liability/Errors & Omissions coverage, including Privacy Liability, must be provided, **\$1,000,000.00**, with a deductible not to exceed **\$10,000.00**.

Page 14. Within the section titled **"Fidelity/Blanket Crime Insurance"** the first sentence shall now read as follows with the remainder of the paragraph remaining unchanged:

Evidence of Fidelity/Blanket Crime Insurance with an Employee Dishonesty limit of not less than **\$500,000.00** shall be submitted to the City of Scranton prior to the commencement of services

All other provisions of the RFQ will remain the same.

Chris Casciano
Business Administrator

**ANSWERS TO SUBMITTED QUESTIONS REGARDING THE
City of Scranton RFQ: PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
FOR SERRENTI MEMORIAL ARMY RESERVE CENTER RENOVATION PROJECT**

AS OF JANUARY 30, 2018, Page 1

Q. On Page 8 of the RFQ, in Item B, it states the City has a strict budget (design to budget). Can you share, with us, what the City's budget is for the project?

A. The City has determined a maximum investment into the project based on internally generated cost estimates and available funds. The firm awarded this project will be expected to prioritize and scale the work items listed in order for the City to create an efficient budget to prepare the building for its intended use. It is this newly created budget, completed with the qualified awardee's professional input, which must be strictly maintained. No budget will be disclosed at this time.

Q. On Page 9 of the RFQ, in item B.3, it states that "The City will provide more detailed information for each facility upon request". Does the City have additional information other than that listed in the RFQ relative to the scope of work, particularly, the "General Construction" work items listed on page 9?

A. There are no additional facilities involved in this project and what is listed in the scope of work is what is believed to be the necessary work to be completed to prepare the building for its intended use.

Q. On Page 13, at the very top under item 1, the second sentence states, "The City requires the successful bidder to carry Professional Liability insurance at a minimum of \$2,000 occurrence/aggregate". Is this a typographic error?

A. The statement was typed in error. It is addressed (removed) in the RFQ amendment above. This amendment has been sent to all prospective bidders who received the original bid package prior to January 29, 2018. From January 29, 2018 and thereon, those proposed bidders requesting the bid package received this amendment together with the original bid package.

ANSWERS TO SUBMITTED QUESTIONS AS OF JANUARY 30, 2018, Page 2

- Q. On page 14, under "Professional Liability/Errors & Omission Coverage", it states that "Evidence of Professional Liability/Errors & Omissions coverage, including Privacy Liability, must be provided, with limits of not less than \$10,000,000.00, with a deductible not to exceed \$10,000.00". Is the \$10,000,000.00 figure correct?
- A. No, the \$10,000,000 requirement is incorrect. This is addressed in the February 2, 2018 RFQ amendment. This amendment has been distributed to all prospective bidders.
- Q. Can we tour the facility prior to submitting our proposal, and, if so, whom should we contact?
- A. We will not be scheduling tours of the facility. Proposers are asked to review the General Construction Work items on page 9 to determine their interest in bidding for the project.

Chris Casciano
Business Administrator

REQUEST FOR QUALIFICATIONS(RFQ)

ARCHITECTURAL AND ENGINEERING SERVICES

Serrenti Memorial Army Reserve Center



City of Scranton, City Controller

Second Floor, City Hall

340 North Washington Avenue

Scranton PA 18504

7-20-16 10:00 a.m.

Attn: Roseann Novembrino, City Controller

Peters Design Group, Inc.

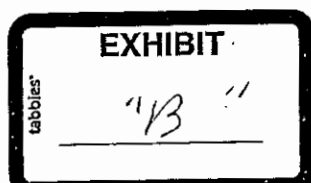
Since 1949

1415 Price Street Scranton PA 18504

PO Box 273 Lake Winola PA 18625

Email: pdg4997@aol.com Ph: 570-346-8446 Fax: 570 346-8269

POC: E J Peters, Pres. Ph: 570 498-1995 (Direct Line) Email: parchitect@aol.com



REQUEST FOR QUALIFICATIONS(RFQ)

ARCHITECTURAL AND ENGINEERING SERVICES

Serrenti Memorial Army Reserve Center



City of Scranton, City Controller

Second Floor, City Hall

340 North Washington Avenue

Scranton PA 18504

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POC: E J Peters, Pres. Ph: 570 498-1995 (Direct Line) Email: parchitect@aol.com

PETERS DESIGN GROUP, Inc .

Architectural Engineering Design

Established in 1949

February 19, 2018

Mr Chris Caseiano
Business Administrator
Scranton Municipal Building
340 N Washington Avenue
Scranton PA 18503

Peters Design Group, Inc. is an architectural engineering and design firm located in the City of Scranton for nearly 70 years. Our Firm has served clients such as the United States Department of Defense, the US Department of Energy, the Department of Housing and Urban Development, the Federal Bureau of Prisons, other Federal agencies, and the Pennsylvania Department of General Services (the largest builder in PA). We also have designed many projects for State, County, City, and various Municipal Authorities. Our history of municipal designs spans 50 years. Over those years, we completed many design contracts for the City of Scranton, the Scranton Redevelopment Authority, the Scranton Housing Authority, the Scranton Recreation Authority, and OECD of the City of Scranton.

For the past 3 years, we have served as engineers-of-record for the Scranton School District and have provided professional services for the repair and replacement of various features in the district's school facilities. This contract is very much similar to your current needs, that of multiple structures with maintenance, upgrades and/or safety issues that must be addressed.

PDG, Inc. is very much interested in an opportunity to provide our services to the city once again, and will comply with all requirements identified in your project RFP. We are prepared to begin work, immediately.

Sincerely,

Carol A Peters, VP
Development

cc: 6 hard-copies

file

1415 Price Street, Scranton, PA 18504 - Phone: (570) 346-8446 - Fax (570) 346-8269E-Mail: PDG4997@aol.com

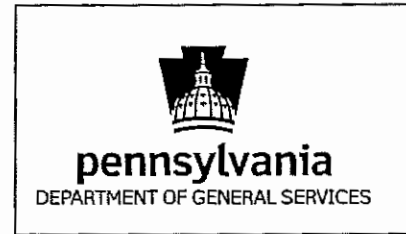
Table of Contents

1. Cover Sheet (Letter)
2. Relevant Qualifications and Experience of the Firm
3. Proposed Project Team Organization, Individual Qualifications and Commitment
 - 3.1 Corporate Profile
 - 3.2 Organizational Chart
 - 3.3 Resumes of Key Professional Staff
4. Approach to Planning and Scope of Work Deliverables
5. Project Design Within Budget
6. References
7. Fee Schedule
8. Insurance
9. Financial
10. Affirmative Action Certification
11. Certificate of Non-Segregated Facilities
12. Non-Collusion Affidavit of Prime Bidder
13. Disclosures by Current Contractors
14. Exhibit of Insurance Certificates

2 Relevant Qualifications and Experience of the Firm

Peters Design Group has been providing continuous professional services since 1949. Over those years, we have provided both new and retrofit designs for a multitude of clients that encompassed wide range of applications. The team members listed herein have years of experience with maintenance type retrofit design. A sampling of some of our more recent services that are relevant to your current needs may be identified as follows:

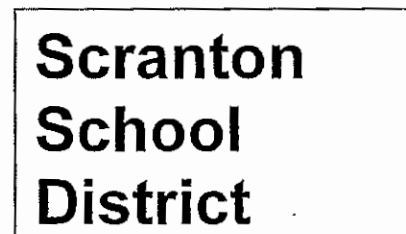
Under the **Department of General Services** small business initiative, by the state of Pennsylvania, we provided retrofit designs for roof replacements (both membrane and shingle type), heating system replacements, electrical upgrades, lighting upgrades, interior finishes (doors, painting, floor coverings, ceilings (Gypsum and tile type) and exterior upgrades for parking and pedestrian access. These services **Involved Eight (8) different facilities and had an ECC of approximately \$ 1,440,000**



We provided similar services for the **Scranton Housing Authority** at their residential facilities. One of our more recent projects entailed substantial renovations of the Washington West High Rise Apartments. Apartment conversions entailed designs for plumbing, electrical, HVAC along with general construction for the creation of new room adjacencies, wall, ceiling, floor finishes, new kitchen cabinets, along with exterior improvements to include new concrete stairs, complex handicap ramp, concrete entry pads and repairs to paved parking. These services had an ECC of approximately \$ 3,000,000



We are the engineer of record for the **Scranton School District**, and as such we provide professional services that address the district's ongoing needs. This includes issues due to maintenance requirements, along with other issues that arise in a multi-structure entity. These services include pavement stabilization and restoration at three facilities, concrete step replacement at three facilities, roof replacement, provision of air conditioning, provision of retaining walls, new floors, retrofit designs for a re-purposed school building, and other similar designs. These services had an ECC in excess of \$ 800,000.



3 Proposed Project Team Organization, Individual Qualifications and Commitment

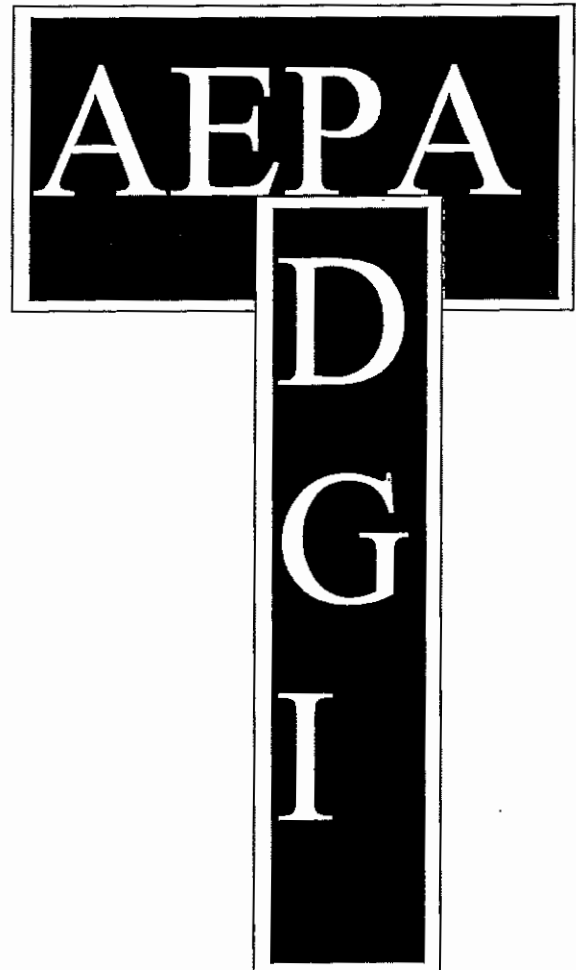
A brief history of our firm follows along with an organizational chart and resumes of key personnel. Those listed have had extensive experience and have worked together for many years. They work as coordinated unit with a singular goal of providing the very best service to our valued client(s). Our almost 70 years of existence gives testament to the service provided. That includes, comprehensive designs, on time product, within budget results. They will be complemented by a equally experienced support staff that will round out the team approach to your current needs. This project is of a retrofit/upgrade nature which constitutes approximately 70% of the type of service provided by our team.

3.1 Corporate Profile

Our firm was established in 1949 by World War II veteran Albert E Peters, PE. His military career began on "D-Day", landing with General Patton's Third Army, and ran through to the conclusion of WWII. Our firm was formerly named for it's founder "Albert E. Peters Associates." We have been based in Scranton, PA since our inception. Mr Peters maintained a progressive firm of highly qualified engineers, designers and draftsmen and subsequent CAD operators. The firm maintained steady growth and in 1968, moved into the former PNC Bank building at 301 North Main Avenue. The growth continued as the firm diversified it's services. Subsequent computerization of design, drafting and administrative functions provided a leveling and streamlining of processes.

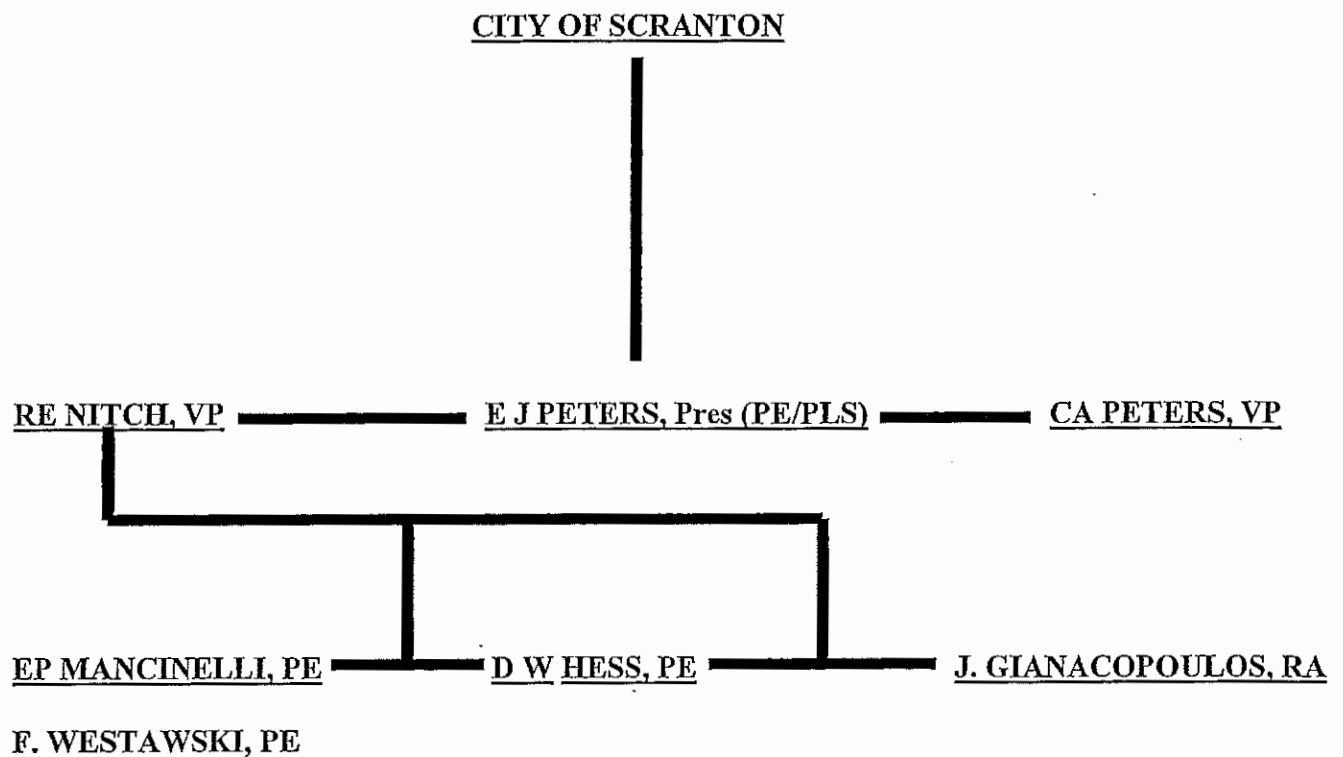
Upon Mr. Peters's retirement in 1997, the firm was renamed to Peters Design Group Inc., relocated to our current location, and continued with leadership from Eugene J. Peters, PE/PLS as President and Chief Engineer. Our firm has 10 employees along with personnel that may be utilized for special services. We maintain computerized processes with CADD for design and plan preparation, ARCOM AIA Masterspec for the Project Manual and state databases (DOT, DGS (JOC) for construction cost estimation.

The firm is located in the city of Scranton, and is incorporated in the Commonwealth of PA.



3.2 Organizational Chart

The following represents the organizational composition of those proposed to staff this project.



3.3 Resumes of Key Professional Staff

Eugene J. Peters, PE/PLS President/Project Manager

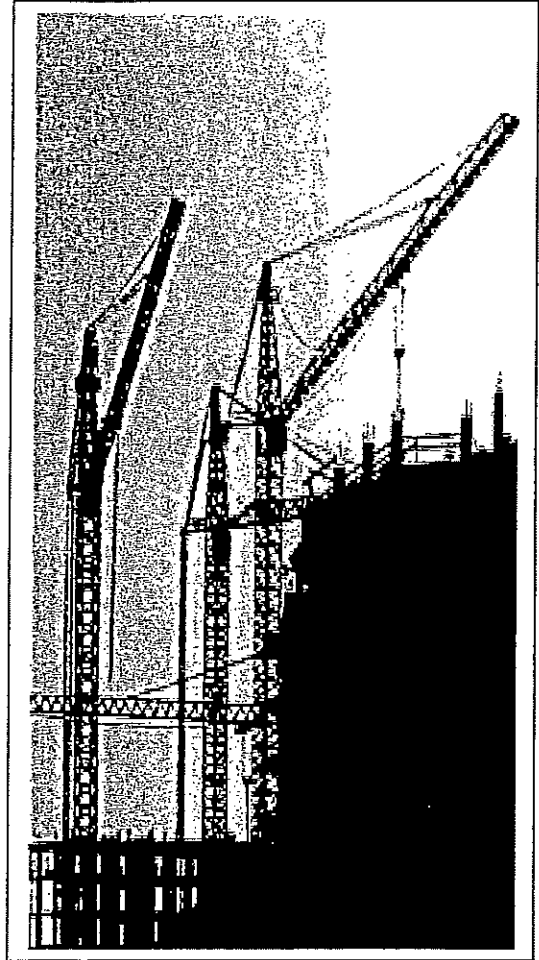
Mr. Peters has over 46 years of experience in all types of architectural, mechanical and electrical design and coordination, including site evaluation, structures and utilities for new and existing facilities. He is extremely knowledgeable in all disciplines of A/E design, and has successfully directed multi-disciplines A/E teams on all projects included in this proposal, and on a multitude of design projects. Mr. Peters is also a former 2-term Mayor of the City of Scranton. Mr. Peters' knowledge of building and environmental systems along with his coordinational and scheduling skills has been demonstrated on projects for the Federal Bureau of Prisons, Department of General Services, Department of Energy, Department of Education, Housing/Urban Development and many others. Extensive experience with contracting procedures, planning design and construction criteria.

Mr. Peters is also a certified Fire Protection Specialist #5070

Education:

Lafayette College, Easton, PA, BS Engineering
Stevens Institute of Technology,
Lehigh University, MS Studies
Registered in all States.

Mr. Peters has national certification and is presently professionally registered in PA, NY, NJ, FL, DEL and has reciprocity in all states.



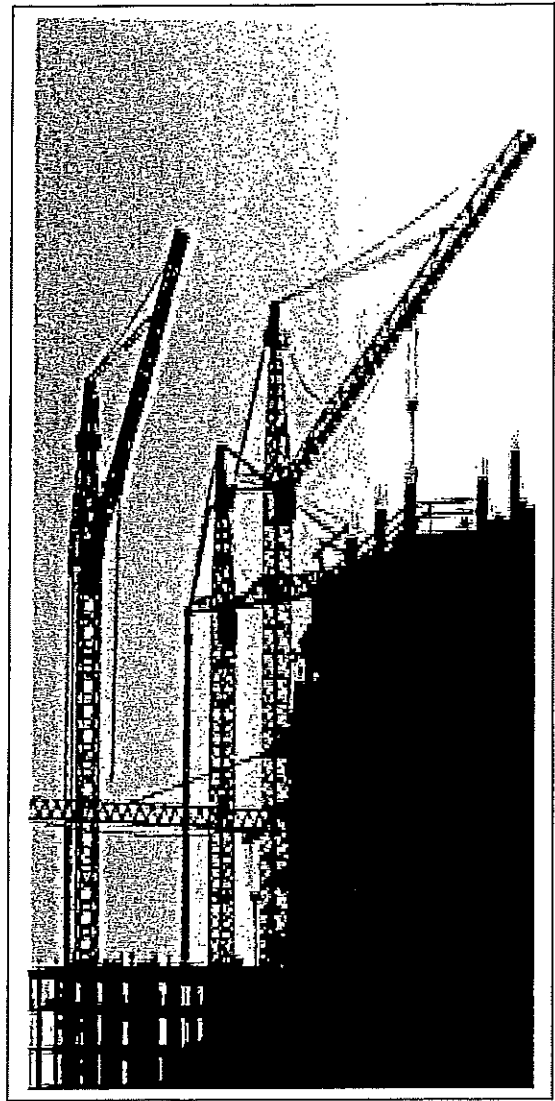
Robert E. Nitch, VP-Design Manager
Quality Assurance /Qual.Control /Design

Mr. Nitch has over 48 years of experience as Project Design Manager. He reviews all projects with Department heads and all required Personnel assigned to each project, so as to assess the project goals and the means in which they are carried out. This includes:

- - Overview of project including Scope of Services; client requirements, time schedules and construction budgets.
- -Details for project execution which cover methods of drawing preparation, drawing format, specification format and estimates.
- -Design development review at each phase of design and coordinates checks between Department heads.
- Final check to assure that all details, seals, etc. are shown on drawings and specifications and coordinated before final printing. Full client/PDG Inc. coordinated services; scheduling and cost estimate control. Provides liaison between administrative, technical, financial staff and interface with client and supervises project final inspection and 12-month completion inspection. Experienced in all engineering disciplines with emphasis on interpretation of all criteria.

Education
Johnson College
Penn State University

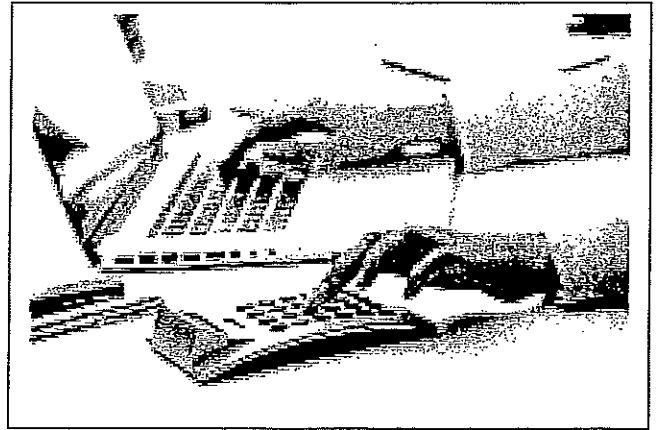
Experience:
All Projects since 1973



**Carol A. Peters, VP
Administration/Development**

Ms. Peters is VP of administration, marketing and development.
Since 1991, Ms. Peters has been providing information and formulation for marketing and project documents.

Complete knowledge of AIA MasterSpec, PA Department of Education, PA Department of General Services, Department of Veterans Administration and Corps of Engineers formats and guidelines, along with contract documentation



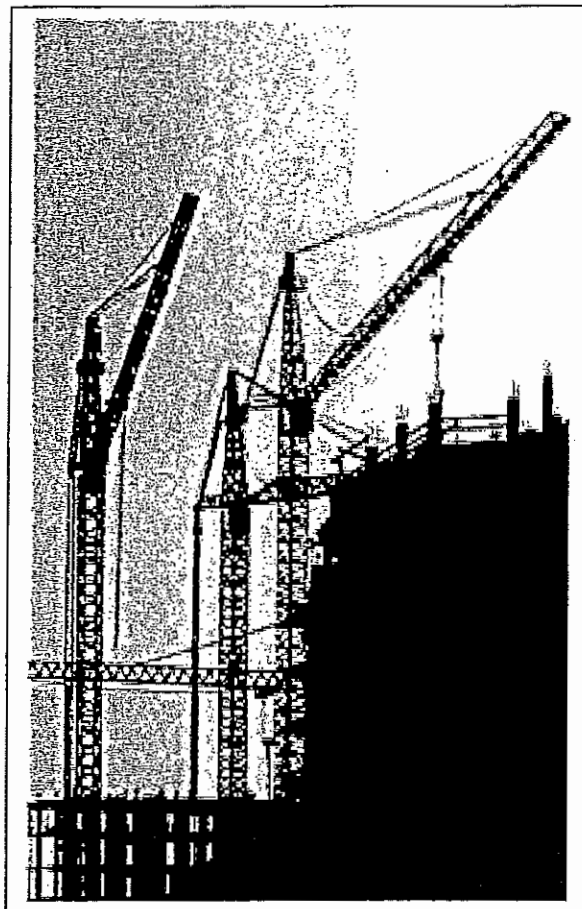
Education:
1982, BA Communications
University of Scranton, PA

John Gianacopoulos, RA
Architect

Provides 35 years of professional experience. Services include code studies, programming and design development, cost estimates utility reports and studies, design presentation, construction & drawings of services required during construction. Included certifications of contractor's Application for "Payments", project management, construction scheduling and coordination of prime contractors during construction. Works seamlessly with the engineering team for coordinated documents.

Some of the firehouses designed and subsequently constructed as public safety applications include:

Hughestown Fire and Ambulance Building,
Geisinger Clinic, Pittston PA;
Pleasant Mount Service Building, Pleasant Mount, PA
Minute man Fire and Rescue Station, Montrose , PA
Some projects for which schematic designs were
Completed are: Throop Fire and Hose Co.; Mehoopany
Fire Co. ; and Greenwood Fire and Hose Co.



David W Hess PE
Structural Engineer

Mr. Hess has extensive experience in structural design and civil design applications

Also included are structural renovations, structural evaluations and reports, and specification writing

He has provided cost estimates, supervision of contract drawings and project management.

His designs have included:

Parking Garage for the Community Medical Center, Scranton PA

IDC, Tobyhanna Army Depot

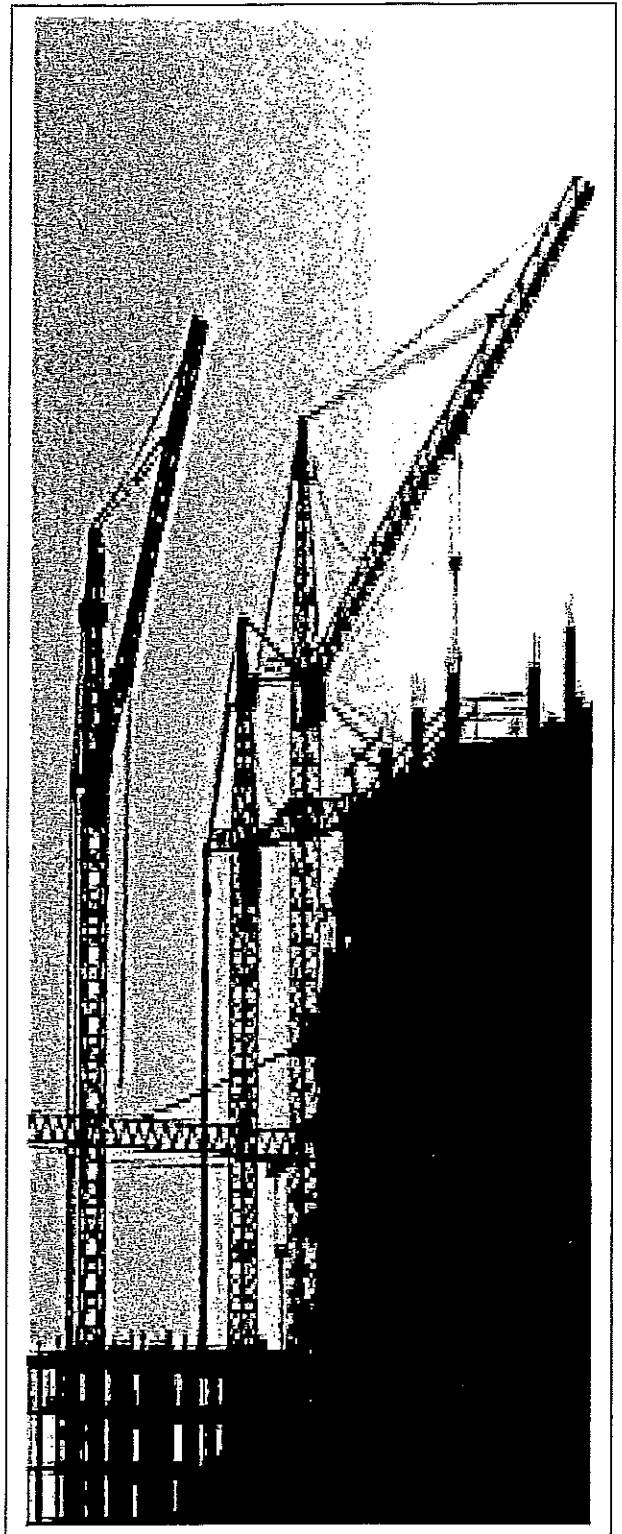
State Museum and Archives Building
Harrisburg PA

Airplane Hangar for C5-A---the World's largest aircraft
Dover Air Force Base, Dover, Delaware

Design and Management of Addition to Research and Warehouse Facilities at Connaught Laborites
Swiftwater, PA

OMS/CSMS Regional Maintenance Facility for the PA National Guard
Taylor PA

Theater, Visitor's Center, Exhibition Buildings and Restoration of Existing and Restoration of Round House and Turntable
Steamtown National Park, PA



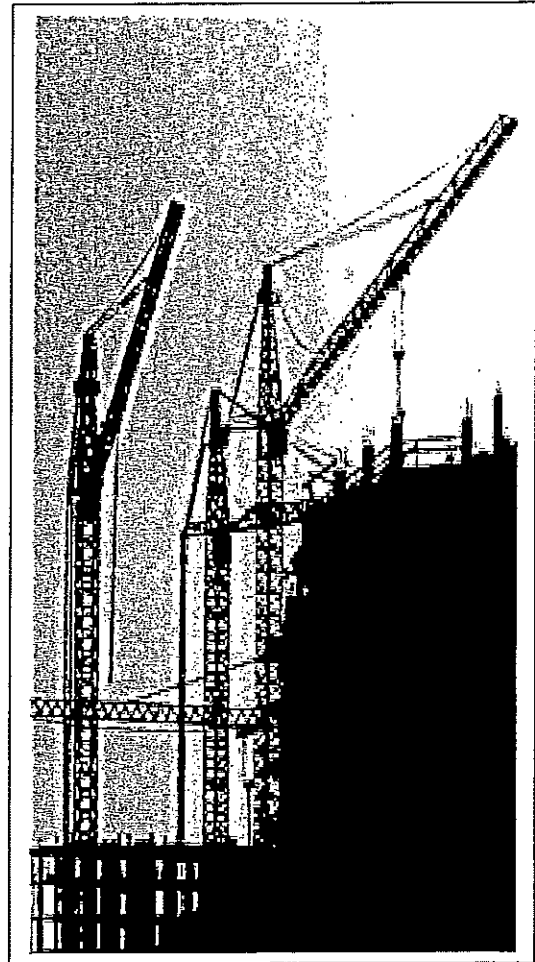
Frank Westawski PE
HVAC and Electrical Design

Mr. Westawski has been practicing electrical and HVAC engineering for the past 30 years. He has emphasized his expertise in renovations work such as his designs at Stark Hall and Dormitories, Wilkes University, Wilkes-Barre, PA.

He has provided design in major commercial projects including public safety over his long career of professionalism.

Mr. Westawski has been acknowledged for the design he completed in performance of a series of engineering projects at Tobyhanna Army Depot, as HVAC Designer for Peters Design Group, Inc.

The series of projects were completed in time to meet A military construction schedule.

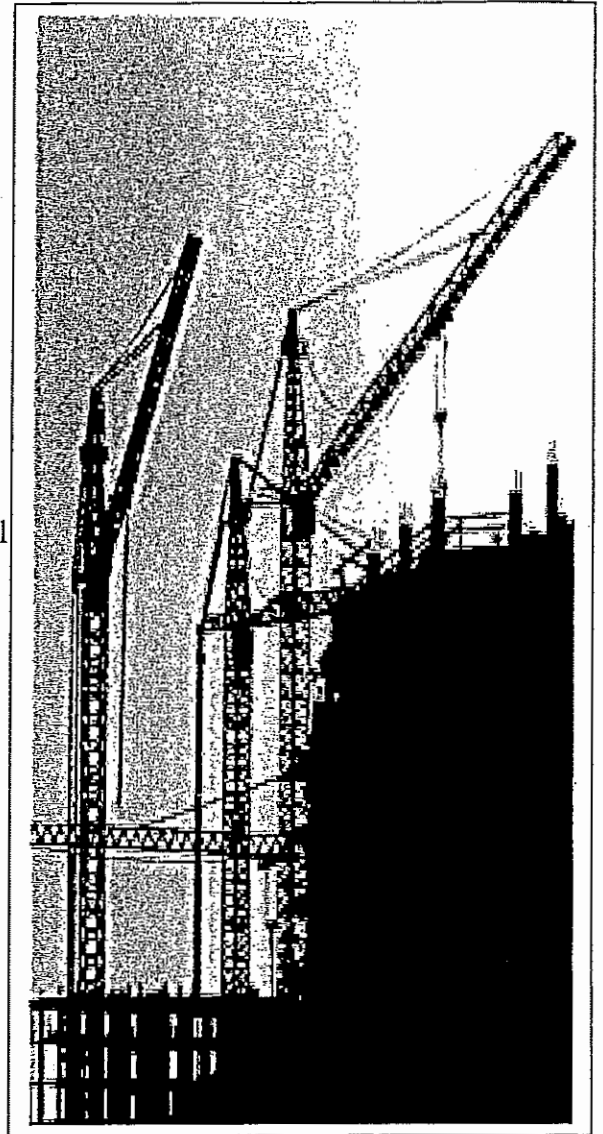


Emmett P Mancinelli PE
Engineer

Provides 24 years of professional experience.
Mr. Mancinelli 's experience is broad based in the
design of mechanical applications

This includes the design of Plumbing, HVAC,
Fire Protection, EMS controls, Etc.

Some of the building projects Mr. Mancinelli have
been involved with include schools,
universities, bank building, dormitories,
multi-story hotels, shopping malls, church
buildings, medical facilities, community centers, correctional
facilities, adult and child day care facilities, as well as
multi-story office buildings



4.1 Approach to Planning and Scope of Work Deliverables

- We initiate all projects with a meeting with the client and their representatives to establish a solid scope for the project.
- Field review the project site(s) to finalize the scope for each area.
- Conduct a field investigation to characterize and quantify the work of the project
- Prepare a budgetary estimate based upon the field investigation.
- Meet with the client to discuss initial findings and discuss possible alternates and/or base bids.
- Discuss the General Conditions of Construction Contract to identify format.
- Prepare the Contract Documents and finalize the probable construction cost estimate.
- Review the Contract Documents with the client and advertise the Invitation to Bid.
- Respond to "Requests For Information" by the bidders and issue addendum as required.
- Attend the bid opening, review the bids, make a recommendation for award.

4.2 Approach to Reaction Items During Construction

- Unforeseen or uncovered items during construction will be field reviewed by a PDG team member and resolution recommendations made.
- Response time to uncovered items is usually within the reported hour.

5.1 Approach to Meeting Budget Costs

- We establish options with the client during planning that may be employed to balance bid costs within budgetary constraints.
- We review the estimated costs with the client twice prior to bidding.
- We employ additive base bids (as does the state of Pennsylvania)

5.2. Approach to Estimating Project bids

- We maintain computerized processes for the preparation of the estimated construction cost utilizing state databases (DOT, DGS (JOC) for construction cost estimation.
- PDG historical deviation between estimate and bid is normally less than five percent. This held true on the last bid for the school district where the low bid was about five percent less than our estimate.

5.3. Approach to Schedules

- We utilize time management for our projects and review progress to ensure that our commitment to the client is being met.
- We were recently assigned three projects by the SSD. They desired that we complete design, bid documents, bidding and preparation to award, by their last meeting of this school year. All project bids were presented to the Board at their June 26, 2016 meeting, all within budget. On Monday 7/11/16, the contractors were given their notice to proceed by the district. Jeff Brazil, Chief of Operations can confirm this fact.

6. References

Scranton Housing Authority	POC: Mary Ann Sinclair, Chairperson	570 348 4401
Scranton School District	POC: Robert Sheridan, ExBoard President	570 558 1302
PA Department of General Services	POC: Mike Hudzik, Dir Construction	610 894 4820

7. Fee Schedule

Design: Negotiable based upon ECC of the project

Review and analysis of existing conditions	... 1 %.
Sketch design	2 %
Design Development.....	4 %.
Final Design/Construction Documents	1 %

We will negotiate this Fee based on extent of services required

Construction Observation

Monitoring of all construction by the contractor and his subcontractors, will be negotiated, based upon the extent of services required.

8. Insurances

Insurance certificates, submitted as exhibits with this proposal, reflect coverage amounts that are acceptable to federal, state, and other municipal entities, including the Scranton School District. Any additional insurance coverage can be provided upon request.

9. Financial

Financial information, with regard to solvency, can be obtained from our accountants at, Nasser Accounting, Dunmore PA

10. Affirmative Action Certification

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

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 bidder 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 provisions 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 2/15/15

PETER DETMERS, INC.
(Name of Bidder)

By [Signature]

Title PRESIDENT

11. Certificate of Non-Segregated Facilities

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 line items) 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

2-15-68

PETER S. PETERSON ENGINE
(Name of Bidder)

BY

Peter S. Peterson

TITLE

MANAGER

12. Non-Collusion Affidavit of Prime Bidder

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania
COUNTY OF Lackawanna

Eugene J. Peters PE/PLS Pres. being first duly sworn, deposes and says that

1. He is officer
(owner, partner, officer, representative or agent)
of Peters Design 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.

NONCOLLUSION AFFIDAVIT Project: Request for Qualifications for
SIGNATURE PAGE Professional A/E Services for Scranton Memorial Army
Reserve Center Renovation SIGNED Eugene J. Peters
Project President

SUBSCRIBED AND SWORN TO BEFORE ME
THIS

15th DAY OF Feb. 2018
Kathryn E. Jones
TITLE

MY COMMISSION EXPIRES

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Kathryn E. Jones, Notary Public
City of Scranton, Lackawanna County
My Commission Expires March 27, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

13. Disclosure by Current Contractors

Disclosures by Current Contractors

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

official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.

8. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.
9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sign the verification statement below.

VERIFICATION

I, Eugene J. Peters ~~EN/PLS~~ hereby state that I am President

For Peters Design Group Inc., and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: Eugene J. Peters Date: 2-15-18

Served as Mayor of Scranton 1974-1978
Served as Director of Public Works 1966-1970

14. Exhibit of Insurance Certificates

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE PRINTED 12/31/2018										
<p>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.</p> <p>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).</p>														
PRODUCER ALBERIGI INSURANCE AGENCY 301 CHURCH ST JESSUP, PA 19354		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: TRACY ALBERIGI</td> </tr> <tr> <td>PHONE: 870-489-6348</td> <td>FAX: 870-489-1004</td> </tr> <tr> <td colspan="2">E-MAIL: RALPH@ALBERIGI.COM</td> </tr> </table>			CONTACT NAME: TRACY ALBERIGI		PHONE: 870-489-6348	FAX: 870-489-1004	E-MAIL: RALPH@ALBERIGI.COM					
CONTACT NAME: TRACY ALBERIGI														
PHONE: 870-489-6348	FAX: 870-489-1004													
E-MAIL: RALPH@ALBERIGI.COM														
INSURED PETERS DESIGN GROUP, INC. A.E. PETERS ASSON; ALBERT E PETERS ASSON, INC 1415 PRICE ST SCRANTON, PA 18524		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">INSURER: VICTOR O SCHWENKER AND COMPANY INC</td> </tr> <tr> <td colspan="2">AGENCY: _____</td> </tr> <tr> <td colspan="2">INSURANCE: _____</td> </tr> <tr> <td colspan="2">INSURANCE: _____</td> </tr> <tr> <td colspan="2">INSURANCE: _____</td> </tr> </table>			INSURER: VICTOR O SCHWENKER AND COMPANY INC		AGENCY: _____		INSURANCE: _____		INSURANCE: _____		INSURANCE: _____	
INSURER: VICTOR O SCHWENKER AND COMPANY INC														
AGENCY: _____														
INSURANCE: _____														
INSURANCE: _____														
INSURANCE: _____														
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:										
<p>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.</p>														
POLICY	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	LIMITS										
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> PLUMBING <input type="checkbox"/> OTHER <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> OTHER <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> PROFESSIONAL LIABILITY	SFH004318748	01/1/2019 - 12/31/2019	EACH OCCURRENCE \$1,000,000.00 AGGREGATE \$1,000,000.00 MEDICAL EXPENSE \$100,000.00 PRODUCTS - COMPLETION \$1,000,000.00 AUTOMOBILE LIABILITY \$1,000,000.00 WORKERS COMPENSATION AND EMPLOYERS LIABILITY \$1,000,000.00 PROFESSIONAL LIABILITY \$1,000,000.00										
<p>DESCRIPTION OF OPERATIONS/ACTIVITIES COVERED (ACORD 44, 44-1 (Form) Therapist Schedule, may be attached if more space is required)</p>														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> CERTIFICATE HOLDER CITY OF SCRANTON MUNICIPAL BUILDING SCRANTON PA 18503 </td> <td style="width: 50%; padding: 5px;"> CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE HEREON, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED SIGNATURE: TRACY ALBERIGI </td> </tr> </table>					CERTIFICATE HOLDER CITY OF SCRANTON MUNICIPAL BUILDING SCRANTON PA 18503	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE HEREON, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED SIGNATURE: TRACY ALBERIGI								
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GEICO ADVANTAGE INSURANCE COMPANY

Pennsylvania Financial Responsibility Binder
(SEE BELOW UNDER COLLATERAL MATTER)

New York's Budget Team One Year from Effective Date

NAIC Code: 14138

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year 2001
Make: HONDA
Model: ACCORD LX
VIN: JHMCG665X1C003579

COVERAGES	LIMITS	DEDUCTIBLES
Bodily Injury Liability	\$300,000/\$300,000	
Property Damage Liability	\$100,000	
First Party Benefits	Option A	
Uninsured Motorists/with Stacking	\$300,000/\$300,000	
Underinsured Motorist/with Stacking	\$300,000/\$300,000	
comprehensive		\$100 Ded
Collision		\$300 Ded
Rental Reimbursement	\$30/DAY-\$900 Max	

Lehrplandex

Additional Insured

____ Interested Party

Additional Information:

Issued 2/14/2018

MR. Robinson
Authorized Representative

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS AND DEDUCTIBLES IN EFFECT AT CERTAIN TIMES DURING THE POLICY TERM. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS POLICYBINDER.

U.13 7047



DEPARTMENT OF LAW

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

March 26, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH PETERS DESIGN GROUP, INC. FOR PROFESSIONAL
ARCHITECTURAL AND ENGINEERING SERVICES FOR THE SERRENTI
MEMORIAL ARMY RESERVE CENTER RENOVATION PROJECT.

Respectfully,

Jessica Eskra (8)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED

MAR 26 2018

OFFICE OF CITY
COUNCIL/CITY CLERK
OFFICE OF CITY
COUNCIL/CITY CLERK

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229628 ENTITLED "ARLE NORTH MAIN & PARKER" FOR THE RECEIPT OF GRANT FUNDS FROM THE AUTOMATED RED LIGHT TRANSPORTATION ENHANCEMENT GRANT (ARLE) PROGRAM IN ORDER TO PROVIDE FUNDING FOR A TRAFFIC SIGNAL AT THE INTERSECTION OF NORTH MAIN AVENUE AND PARKER STREET.

WHEREAS, this Special City Account is being established for the receipt of grant funds from the Automated Red Light Transportation Enhancement Grant (ARLE) Program in order to provide funding for a traffic signal at the intersection of North Main Avenue and Parker Street.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02.229628 is hereby established and that any and all appropriate City officials are authorized to execute any and all documents necessary to set up said account.

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

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

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



DEPARTMENT OF BUSINESS ADMINISTRATION

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

March 13, 2018

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

Dear Attorney Eskra:

Please prepare an Ordinance for Scranton City Council creating a new special city account for the purpose of receiving grant funds from the Automated Red Light Transportation Enhancements Grant (ARLE) program. The funds will be used for a traffic signal at the intersection of North main Avenue and Parker Street.

02.229628
ARLE N Main & Parker

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

Very truly yours,

Rebecca McMullen
Business Administrator (Acting)

RLM:nmk

Encls.

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



DEPARTMENT OF LAW

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

RECEIVED

MAR 19 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

March 19, 2018

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CREATING AND ESTABLISHING
SPECIAL CITY ACCOUNT NO. 02.229628 ENTITLED "ARLE NORTH MAIN &
PARKER" FOR THE RECEIPT OF GRANT FUNDS FROM THE AUTOMATED
RED LIGHT TRANSPORTATION ENHANCEMENT GRANT (ARLE) PROGRAM
IN ORDER TO PROVIDE FUNDING FOR A TRAFFIC SIGNAL AT THE
INTERSECTION OF NORTH MAIN AVENUE AND PARKER STREET.

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON'S BUSINESS AND INDUSTRY LOAN TO GRANT PROGRAM, PROJECT NO.150.43 IN AN AMOUNT NOT TO EXCEED \$30,000.00 TO JED POOL TOOLS, INC. TO ASSIST AN ELIGIBLE PROJECT.

WHEREAS, the City of Scranton Office of Economic and Community Development has available Program funds for Project No.150.43, from the City of Scranton's Business and Industry Loan/Grant Program, which funds were transferred into this program from the Community Development Block Grant (CDBG Program), to assist a business within the City of Scranton for the purpose of creating one (1) new full time job for low and moderate income persons; and

WHEREAS, the City of Scranton seeks to provide a Loan to Grant utilizing funds in Project No. 150.43, from the City of Scranton's Business and Industry Loan/Grant Program in an amount not to exceed \$30,000.00 to be used for the purchase of equipment to assist in the operations of the JED Pool Tools, Inc. business to be located at 1100 Penn Avenue, Scranton, PA 18509, in order to expand its operations at said location; and

WHEREAS, the Loan will convert to a Grant if JED Pool Tools, Inc., fulfills the job creation requirements contained in the Loan to Grant Agreement; and

WHEREAS, this loan furthers the plan to revitalize Scranton.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and other appropriate City Officials are hereby authorized to enter into a Loan to Grant Agreement substantially in the form attached as Exhibit "A", and other required documents as needed, and to disburse the loan funds from Project No. 150.43, City of Scranton's Business and Industry Loan/Grant Program in an amount not to exceed \$30,000.00 to JED Pool Tools, Inc., a Pennsylvania corporation with a principal place of business located at 1100 Penn Avenue, Scranton, PA 18509.

SECTION 1. A disbursement of these funds is conditioned upon full execution of the attached Loan Agreement.

SECTION 2. 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 3. This Resolution shall become effective immediately upon approval.

SECTION 4. 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 Economic and
Community Development

March 12, 2018

Jessica Eskar, Esquire
City Solicitor
340 North Washington Avenue
Scranton, Pennsylvania 18503

Re: JED Pool Tools Inc.
OECD / \$30,000.00
Project # 150.43

Dear Atty. Eskar:

Attached please find the "Draft" Resolution along with copies of the loan to grant documents to provide an Economic Development Loan to Grant to the (JED Pool Tools, Inc.) in the amount of \$30,000.00.

This office would appreciate your review of this Resolution in order for this to pass Council. If you have any questions regarding this project, please contact Tom Preambo at Tpreambo@scrantonpa.gov or 570/348-4216.

Sincerely,

A handwritten signature in cursive script that reads "Linda B. Aebli".

Linda B. Aebli
Executive Director

Handwritten initials "lba/tp" inside a circular scribble.

cc: Mr. Tom Preambo, Deputy Director, OECD
Atty. Sean Gallagher, Solicitor, OECD

**LOAN TO GRANT AGREEMENT
UNDER
THE BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM
OF THE CITY OF SCRANTON
BETWEEN THE CITY OF SCRANTON
AND
JED POOL TOOLS, INC.**

This Loan to Grant Agreement (hereinafter referred to as the "Loan Agreement") is entered into as of the _____ day of _____, 2018, by and between **THE CITY OF SCRANTON** (hereinafter referred to as the "**City**"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 340 North Washington Avenue, Scranton, Pennsylvania 18503, and **JED POOL TOOLS, INC.**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 1100 Penn Avenue, Scranton, PA 18509 (hereinafter referred to as the "Borrower").

WITNESSETH

WHEREAS, the Borrower seeks to expand services at the property located at, 1100 Penn Avenue, Scranton, PA 18509 (the "Property") for commercial uses (such Property also referred to herein as the "Project Site"); and

WHEREAS, the Borrower is seeking to use the Loan for acquisition of equipment to assist with the revitalization of the Property for commercial uses including the opening and operation of a automobile repair center at the Project Site; and

WHEREAS, the Borrower requests financing at lower than conventional rates in order to create a viable business within the City; and

WHEREAS, the Project (as hereinafter defined) will result in the creation of new jobs at the Project Site and the revitalization of the Property for use as a commercial business; and

WHEREAS, the Borrower has made application to the City (the "Application") for a loan/grant under the program known as the Business and Industry Loan/Grant Program in the amount of Thirty Thousand Dollars (\$30,000.00); and

WHEREAS, City herein agrees to provide financing under the Business and Industry Loan/Grant Program by making a loan to grant to

the Borrower in the amount of Thirty Thousand Dollars (\$30,000.00) (hereinafter referred to as the "Loan" and/or "Grant"); and

WHEREAS, there are funds available from the (HUD) Community Development Block Grant Entitlement Program to make such a loan; and

WHEREAS, the parties wish to herein provide for terms and conditions of repayment of the Loan and conversion of the loan to a grant and designate the uses to which the Loan/Grant proceeds may be applied.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby mutually agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS AND
ACKNOWLEDGMENT OF RECEIPT AND REGULATIONS.

The foregoing recitals and all attachments and exhibits, if any, attached to this Loan Agreement are incorporated by reference into and made a part of this Loan Agreement. The Borrower acknowledges knowledge of and understanding of all applicable regulations and laws concerning its borrowing of funds from the Community Development Block Grant Program and agrees to comply with all such applicable regulations and laws, including, but not limited to, those contained in 24 CFR Part 570. The Borrower acknowledges receipt of a copy of the Community Development Block Grant Entitlement Grant Regulations contained in 24 CFR Part 570, and agrees to comply with all said regulations set forth therein applicable to the Borrower.

2. DESCRIPTION OF PROJECT.

The Loan proceeds will be used by the Borrower only for the acquisition of equipment for the operation of the Borrower's business located within the Project Site (hereinafter referred to as the "Project"). The Loan proceeds cannot be used for any other purpose without the prior written consent of the City's Office of Economic and Community Development.

3. LOAN TO GRANT

a) Funds. The City shall make the Loan to the Borrower in the amount of Thirty Thousand Dollars (\$30,000.00), with interest at the fixed rate of two and one half per cent (2.5%) per annum, which shall be advanced to Borrower as specified in this Loan Agreement. The entire principal balance of the Loan, as well as any interest accrued thereon, shall be paid in full on or prior to one hundred twenty-Six (126) months after the Closing Date.

The Loan shall not accrue interest during the first (6) six months after the Closing Date.

b) Business and Industry Loan/Grant Program. If Borrower fulfills all of its obligations contained in Section 4 hereof within **six (6)** months of the Closing Date, then all accrued interest and principal shall be forgiven by the City and the Loan shall be converted to a Grant and Borrower shall have no further obligation to repay any funds to the City for the Loan.

b) Availability of Business and Industry Loan/Grant. The City has, by Notice of Award of Loan/Grant, and passage of Resolution No. ?? of 2018 on the ?? day of ??, 2018, approved making the Loan to the Borrower. (Resolution as **Exhibit "B" insert after approval.**)

c) Terms for Repayment of Business and Industry Loan/Grant. The Loan shall be evidenced by the Borrower's Promissory Note (the "Note"), dated as of Closing Date, in the principal amount of Thirty Thousand Dollars (\$30,000.00), containing the terms and conditions of payment set forth herein. In the event Borrower fails to satisfy the conditions in Section 4 hereof and the Loan is not converted to a Grant, then **Six (6)** Months after the Closing Date, the Borrower shall make its initial loan payment of Two Hundred and Eighty-Two Dollars and Eighty One Cents (\$282.81), and thereafter on the same day of each subsequent month, for a total of one hundred and twenty (120) months, the Borrower shall pay Two Hundred and Eighty-Two Dollars and Eighty One Cents (\$282.81) per month. The entire principal balance of the Loan, as well as any interest accrued thereon, shall be paid in full by Borrower on or prior to one hundred twenty-six (126) months after the execution of the Loan Agreement. There shall be no penalty for prepayment of the principal balance of the Loan.

d) Disbursement of Proceeds. The proceeds of the Loan shall be disbursed after Closing, to or for the benefit of the Borrower, and as directed by the Borrower.

4. HIRING COMMITMENTS.

(a) Creation of New Jobs: As an absolute condition of the Loan/Grant, Borrower agrees to create, within Six (6) months from the date of this Loan Agreement, at least one (1) new, full-time equivalent, permanent employment positions at the Project Site as a direct result of the Project financed by the Loan. The specific positions to be filled are described in the documents attached to this Loan Agreement as ATTACHMENT "A", the terms of which are incorporated herein by reference, as though more

specifically set forth herein at length. Borrower agrees to ensure that at least fifty-one (51%) percent of the positions described in the ATTACHMENT "A" will be held by or made available to low and moderate income persons as defined in 24 CFR 570.3.

Borrower agrees to promptly collect from its employees and prospective employees the reasonable and necessary data required by HUD for the City's Office of Economic and Community Development to monitor and verify compliance with the job creation requirement. Borrower shall turn such data over to City's Office of Economic and Community Development in a timely manner.

(b) Hiring Verification Procedure.

Contemporaneously with the execution of this Agreement, Borrowers will provide City with a certified statement which itemizes the names, positions and non-overtime hours actually worked by each of its direct employees during the pay period immediately proceeding the date of execution of this Agreement.

(c) Hiring Commitment Fulfillment.

City shall consider Borrower to have fulfilled the hiring commitment if the Borrower reports quarterly, beginning with the date of this Loan Agreement, to the City any new positions created within the six month time period and the Borrower has presented to City a sworn statement which itemizes the positions created.

(d) Penalties for Failure to Meet Hiring Commitments.

If, upon the Sixth month of the date of this Agreement, Borrower shall have failed to fulfill the job creation requirements described in this Section, City at its option may do any or all of the following:

(i) Declare the Borrower in default and demand a repayment of the principal amount of the Loans equal to the entire balance outstanding on the Loan within thirty (30) days from the date of demand;

(ii) Require Borrower to pay within thirty (30) days of demand to City any penalty or recapture levied upon City by HUD which is based upon Borrower's failure to fulfill the hiring commitments.

(e) Sustained Operations and Employment

Borrower, as a condition of this Loan to Grant must remain Open for Business and remain Operational for a period of Thirty-Six consecutive months after the Closing. Open for Business and Operational shall mean Borrower shall be open for business at least 5 days per week, 10 hours per day, except time closed for vacation of one (1) week per calendar year or closure due to act of God, fire, or a taking by a Governmental authority.

5. DATE OF CLOSING. The closing of the Loan shall take place at the offices of counsel for the City or at the office of the City, after the passage of Resolution No. ?? of **2018** and the Mayor and other appropriate City Officials signing the Resolution (the "Closing Date").

6. SECURITY. The Loan shall be secured, and repayment guaranteed, by the following:

- a) the Note;
- b) a Security Agreement and UCC Financing Statement to the City granting a lien on the following Collateral: all equipment of the Borrower; and
- c) the absolute, unconditional and irrevocable personal guaranties of the Loan by **Alan Heyen** and **Cynthia Heyen**, his wife ("Guaranty") in a form satisfactory to the City.

7. CONDITIONS. Funding of the Loan will be subject to the Borrower fulfilling the following conditions to the reasonable satisfaction of the City:

- a) Execution and delivery by the Borrower of the Loan Agreement, Note, Security Agreement, as well as such additional documents, as the CITY may reasonably require (collectively, the "Loan Documents");
- b) The Borrower shall deliver to the CITY at Closing an opinion of its counsel, in form reasonably acceptable to the CITY as to good standing, authorization, the perfection of the CITY's lien in any real or personal property with respect to which the CITY is given a security interest or mortgage, incumbency of officers, the validity and enforceability of all documents, compliance with applicable laws and regulations, litigation, and, except as previously disclosed herein, compliance with all existing material agreements and such other matters as the CITY may reasonably require; and

c) Execution and delivery of the aforementioned personal guaranties of the Loan by **Alan Heyen** and **Cynthia Heyen**, his wife.

The parties hereto acknowledge that funds cannot be disbursed until completion by the City of all requirements necessary for the City to make the Loan have been satisfied.

8. COVENANTS. The Borrower covenants and agrees with the City that so long as any portion of the Loan remains outstanding and unpaid the Borrower shall:

a) pay promptly when due all installments of principal and interest due at the time and in the manner specified in the Note and pay all other sums of every nature and kind comprising part of the Loan in the manner and at the times required by this Loan Agreement and the Note.

b) keep, perform, and comply with all covenants, terms, and conditions of this Loan Agreement;

c) as applicable, maintain all material franchises, licenses, permits and other authorizations required for the operation of its business located at the Project Site, and operate its business in compliance with the same and in accordance and in compliance with all statutes, ordinances and regulations applicable to such operation;

d) maintain the Property at the Project Site in good order and condition, make, or cause to be made, all repairs, replacements and renewals necessary for the proper maintenance and operation of the same, and permit authorized representatives of the City to inspect the same at reasonable times in the presence of authorized representatives of the Borrower, and upon providing reasonable prior notice to the Borrower;

e) maintain with respect to the Property, property insurance, and with respect to the Project Site, public liability insurance and flood insurance (if necessary), and such other types of insurance that the CITY may reasonably require, with insurance companies reasonably satisfactory to the CITY and in such amounts and against such risks as are customarily insured by similar entities, all to the reasonable satisfaction of the CITY; keep all insurance in full force and effect and pay all premiums therefore and deliver copies of certificates of insurance to the CITY with the interest of the CITY in all insured property covered under a standard mortgagee clause or a loss payable clause, as appropriate, the policies in all cases to provide for not less than ten days prior written notice to the CITY of any intended cancellation;

f) act prudently and in accordance with customary industry standards in managing and operating the Project;

g.) pay, or cause to be paid, promptly when due all real estate taxes, sewer rentals, utilities and other municipal assessments, rentals, and charges of every nature and kind at any time levied and imposed on the Property, as well as all debts, obligations, and claims of every nature and kind which, if unpaid, might or could become a lien or charge upon the Property, unless the validity thereof is being contested in good faith by the Borrower by appropriate proceedings diligently conducted to the reasonable satisfaction of the City and the Borrower's liability is covered by escrows or reserves that the City shall reasonably deem adequate;

h) furnish to the CITY, within a reasonable time, upon request, after the end of each of the Borrower's fiscal years, financial statements of the Borrower prepared at a minimum, on a compilation basis, by certified public accountants acceptable to the CITY, certified to be correct;

i) furnish all additional information with respect to the Borrower that the CITY may from time to time reasonably request. Borrower hereby authorizes all duly constituted federal, state and municipal authorities to furnish to the CITY copies of audit reports of the Borrower made by any of them;

j) promptly give written notice to the CITY of any material damage to the Property as well as written notice of the revocation or termination of any material franchise, license, permit or other authorization required for the operation of the Project or any other event, including litigation or other proceedings commenced or threatened, which might or could have a material adverse effect on the Borrower's financial condition or on the operation of the Borrower's business including any event which, after the passage of time or the giving of notice or both, would constitute an event of default under this Loan Agreement; and

k) perform in a timely manner all of its material covenants, obligations and agreements under each material contract, lease, mortgage, deed of trust or other encumbrance or agreement relating to the Project; and

l) Comply with all applicable provisions of any and all regulations, ordinances or laws governing this Loan Program;

m) not, without the prior written consent of the City, (i) merge, consolidate or divide, whether or not the BORROWER is the surviving corporation or other entity, (ii) sell, transfer, assign, lease, mortgage, lien, pledge or otherwise convey or dispose of all or any material part of its

assets, except in the ordinary course of business, (iii) effect a reorganization, recapitalization or reclassification of its capital stock, or equity securities, the effect of which is materially to reduce tangible net assets or shareholders' equity of the BORROWER, (iv) issue, redeem, purchase or retire any of its member interests, capital stock or equity securities or grant or issue any warrant, right or option pertaining thereto or other security convertible into any of the foregoing, except pro rata among existing security holders the effect of which is not materially to reduce tangible net assets or shareholders' equity, or (v) permit any change in Borrower's ownership interests or equity securities from that previously disclosed to the CITY in connection with the Loan; and

n) not, without the prior written consent of the City, (a) declare or pay any dividend (other than an amount equal to the owners' share of the Borrower's taxes that flow through to the said owners) or make any distribution upon its capital stock, or purchase or retire any of its capital stock, or (b) give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, to any individual or company directly or indirectly controlling or affiliated with or controlled by the Borrower, or to any officer, director, or employee of the Borrower or in any such company, or (c) make any distributions of assets of the business of the Borrower other than in the ordinary course of business.

9. REPRESENTATIONS AND WARRANTIES. To induce the City to provide the financing described in this Loan Agreement, Borrower hereby represents and warrants to the City that:

a) Borrower is a duly organized, existing corporation, and in good standing under the laws of the Commonwealth of Pennsylvania; and that all books and records of the business pertaining to its financial condition and operation will be kept at the Property; and

b) the Borrower has the power and authority to own its assets and to carry on the activities contemplated by the Application;

c) the Borrower holds all material franchises, licenses, permits and other authorizations of any nature and kind required for the ownership of its assets and the operation of its business, all of which are now in full force and effect;

d) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with their respective covenants, terms and conditions, will not violate any provisions of any governing agreements relating to Borrower, or any statute, regulation, order, writ, injunction, decree, decision of any court or

governmental agency binding upon it or conflict with or result in a breach of any of the covenants, terms and conditions of any material agreement or instrument to which the Borrower is a party or by which it is bound or to which it is subject, or constitute a default thereunder, or result in the creation or imposition of a lien, charge or encumbrance of any nature or kind upon any of the assets of the Borrower pursuant to the terms of any such agreement, instrument or otherwise;

e) the execution and delivery of this Loan Agreement, and the other loan documents to which it is a party, and compliance with all the covenants, terms and conditions thereof has been duly authorized by proper action of the Borrower and when duly executed and delivered by the Borrower will constitute the valid and binding obligations of the Borrower enforceable in accordance with their respective terms.

f) the Borrower has filed, and shall, as required, file in a timely manner, all Federal, State and Local tax returns and has paid, or shall pay, all taxes shown to be due thereon;

g) there is no material litigation or governmental proceeding pending or (to the knowledge of the Borrower) threatened against or affecting the Borrower or any of its assets or the operation of its business, which, if adversely determined, would have a material adverse effect on the financial condition of the Borrower;

h) the Borrower will not dispose of any hazardous waste in violation of any environmental statutes, regulations or other restrictions at the Project Site and will not knowingly violate any environmental statutes, regulations or other restrictions;

i) there is no material fact that the Borrower has not disclosed to the CITY, which could have a material adverse effect on the Project or the prospects or condition (financial or otherwise) of Project. No certificate or statement delivered herewith or heretofore by the Borrower in connection with this Loan Agreement or the Application contains any untrue statement of material fact or omits to state any material facts necessary to keep the statements contained herein or therein from being misleading;

j) the Borrower shall at all times keep proper books of account in a manner satisfactory to the CITY and in accordance with generally accepted accounting practices. The Borrower hereby authorizes the CITY to make or cause to be made, at the Borrowers' expense and in such manner and at such times as the CITY may reasonably require,

(1) inspections and audits of any books, records and papers in the custody or control of the Borrower or others, relating to the Project, including the making of copies thereof and extracts therefrom, and

(2) inspections and appraisals of any of the Property. The Borrower will furnish to the CITY for the twelve (12) month period and semi-annually thereafter, financial and operating statements relating to the Project. The Borrower hereby authorizes all Federal, State and Municipal authorities to furnish reports of examinations, records, and other information relating to the conditions and affairs of the Borrower and any desired information from reports, returns, files, and records of such authorities, relating to the Project, upon request therefore by CITY.

k) The unpaid balance of the Loan shall be immediately due and payable, if the Borrower, during the term of the Loan, effects a change of ownership or control of the business located at the Property without the prior written consent of the City;

l) The Security Agreement granted by the Borrower to the City will create a good and valid first lien security interest in and upon all of Borrower's equipment.

10. EVENT OF DEFAULT. An event of default under this Loan Agreement shall be deemed to have occurred if the Borrower shall:

a) fail to pay any installment of interest or principal on the Note within ten (10) days after notice from the CITY to the Borrower that any such installment is more than five (5) days late;

b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within ten (10) days of the Borrower's receipt of notice from the CITY of such failure; or

c.) fail to strictly and timely comply with all the job creation requirements described in Section 4 above; or

d) fail to keep, perform and comply with any of the other covenants, terms and conditions of this Loan Agreement within thirty (30) days of notice from the CITY, provided, however, if compliance cannot be performed within thirty (30) days, the Borrower shall be permitted additional time to comply so long as the Borrower commences compliance and pursues it vigorously within the initial thirty (30) day period; or

e) become insolvent or files or is named in any petition for relief under the Bankruptcy Code or makes any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the Borrower's properties and assets or applies for or consents to or suffers the appointment of a receiver or trustee; or

f) close its business for a period of two consecutive weeks or longer.

11. REMEDIES. If an event of default as defined in Section 10 of this Loan Agreement shall occur, the CITY shall be entitled, upon twenty (20) days prior written notice to the Borrower, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand or protest of any kind, all of which are hereby expressly waived, and thereupon the CITY shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the CITY at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the CITY are cumulative and not exclusive of any rights and remedies, which the CITY might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

12. ALLOWABLE COSTS. The Borrower recognizes that the City is obligated to examine all costs claimed by the Borrower relating to the Project for the purpose of cost recovery to effectuate the long-term goals of the CDBG Grant Program. Without limiting the general applicability of the foregoing, the Borrower is notified that the following cost items, except as they may relate to allowable costs specifically contained in this Loan Agreement or the Application, generally shall not be considered eligible expenses:

- a) Costs paid out prior to the execution of this Loan Agreement;
- b) Interim interest paid on funds borrowed by the Borrower in anticipation of disbursement of the CITY's loans or other Project funds; or
- c) The compensation of consultants and professional service providers;
- d) Costs incurred prior to the Notice of Award of Grant by the CITY.

13. AUDIT. The Borrower agrees to participate actively if requested, and without compensation, in the CITY's audits of the Project and further agrees to fully and faithfully cooperate with the CITY in meeting any and all requirements of the Federal Government.

14. NO LIABILITY FOR FAILURE TO COMPLETE. The Borrower agrees to include in all contracts with any party involving the use of Loan Proceeds an acknowledgment that the CITY shall not be liable to any party for completion of, or the failure to complete, any activities, which are part of the Project, from the date of this Loan.

15. EXPENSES. (a) The Borrower agrees to pay City's reasonable attorney's fees, court costs and other disbursements ordered by the court in the event the CITY takes successful legal action to enforce the CITY's rights under this Loan Agreement.

(b) The Borrower will, on demand, reimburse the CITY for any and all costs, fees and expenses incurred as a result of a breach, including, but not limited to, underwriter's discounts, fiscal agency fees, and all other fees, expenses and costs of issuance which are incurred or which may be hereafter incurred by the CITY from time to time in connection with or by reason of the Borrower's application for the making of and the administration of the Borrower's permanent financing stages of the Loan.

16. RECORDING COSTS. The Borrower agrees to pay all recording costs and filing fees related to the Loan, if any.

17. HOLD HARMLESS AGREEMENT. The Borrower will indemnify and defend the CITY and hold it harmless from any claim against it involving or in any way arising out of its involvement with this Project, unless involving or in any way arising out of the willful misconduct of the CITY, its agents or employees. In particular, but without limiting the general application of the foregoing, and pursuant to Section 4 above, the Borrower will, within thirty (30) days of the CITY's demand, pay any penalty or recapture levied upon the CITY which originates in the Borrower's failure to fulfill, or document the fulfillment of, its hiring commitments stated in this Loan Agreement or the Application.

18. EXERCISE OF RIGHTS. No delay or failure of the CITY in exercising any right or remedy under this Loan Agreement shall be deemed a waiver of such right or remedy or affect or impair the future exercise of such right or remedy and no modification or waiver by the CITY of any covenant or condition of this Loan Agreement or waiver by the CITY of any default hereunder shall be effective for any purpose unless contained in writing signed by the CITY and then only to the extent specifically set forth in such writing.

19. NOTICES AND DEMANDS. All notices or demands required by the provisions of this Loan Agreement shall be in writing, and shall be effective upon delivery, if personally delivered, one (1) business day after sending by

Federal Express or other recognized overnight delivery service, or three (3) business days after the date of mailing by United States Certified Mail, with postage prepaid, addressed. If to the City:

Office of Economic and Community Development
City of Scranton
340 North Washington Avenue
Scranton, PA 18503
Attn.: Executive Director

If to the Borrower:

JED Pool Tool, Inc
1100 Penn Avenue
Scranton, PA 18509
Attn: Cynthia Heyen

or at such other address as such party shall from time to time direct by written notice given to the other party in like manner.

20. CONSENT TO JURISDICTION. The Borrower irrevocably consents to the exclusive jurisdiction of the Court of Common Pleas of Lackawanna County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania in any and all actions and proceedings arising hereunder. The Borrower hereby waives and shall not interpose any objections of forum non conveniens or to venue, and waives any right to remove any proceeding commenced in a state court to a federal court, and consents to any and all relief ordered by such court.

21. SEVERABILITY. The invalidity of any one or more sections of this Loan Agreement or any portion thereof shall not be deemed to affect or impair the validity and enforceability of the remainder.

22. ASSIGNMENT; BINDING EFFECT. All covenants, terms and provisions of this Loan Agreement shall inure to the benefit of and extend to and bind the successors and assigns of the CITY, provided that the Borrower shall not have the right to assign this Loan Agreement or any rights hereunder to any other person or entity, excepting any entity into which the Borrower shall be merged or with which the Borrower shall be consolidated and any entity which shall purchase substantially all assets of the Borrower.

23. COMPLIANCE WITH HUD REQUIREMENTS. The Borrower shall comply with any and all applicable laws and/or regulations applicable to its receipt and use of the funds being loaned to it pursuant to the aforementioned loan program, including, but not limited to, all of the following requirements where applicable:

- a) The regulations for the Community Development Block Grant Program contained in 24 CFR, Part 570;
- b) All requirements imposed by Title VI of the Civil Rights Act of 1964 (Public Law 88—352) and Section 1.09 of the Housing and Community Development Act of 1974, as amended, and the regulations related to equal opportunity (24 CFR, Part 570.601). No person in the United States shall, on the grounds of race, color, creed, religion or national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any project assisted with Community Development Block Grant Funds;
- c) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234);
- d) The lead-based paint requirements of 24 CFR, part 35, Subpart B, issued pursuant to the Lead-Based Paint Poisoning Act (42 U.S.C., 4801 et seq.);
- e) The regulations, policies, guidelines and requirements of OMB Circular A-102 Revised (handbook 1300.17), which relates to the acceptance and use of federal funds;
- f) The labor standards requirements as set forth in 24 CFR 570.605. Employees on construction jobs assisted with CDBG funds must be paid the prevailing federal wage rates; and the Project must comply with the City's position regarding the Boston Harbor Agreement, if applicable;
- g) Section 504 of the Rehabilitation Act of 1973 (Public Act 93— 112), as amended, and implementing regulations. No person (employee or applicant for employment) shall be discriminated against because of a physical or mental disability with regard to any position for which the employee or applicant is qualified;
- h) The provisions of the Age Discrimination Act of 1975, as amended (Public Law 94—135);

i) Requests from HUD, the City and the Comptroller General (or any authorized representatives) for access to and the right to examine all records, books, papers or documents related to the Loan and cooperate fully with the City in supplying information to meet CDBG audit requirements;

j) The American with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.);

k) Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR, Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project;

l) This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88—352) and 24 CFR 570, Part 1. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Borrower shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Borrower, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate;

m) Section 112 of P.L. 92-65 (42 U.S.C. § 3123) prohibiting sex discrimination in any program or activity receiving Federal Financial assistance under PWEDA; and

n) Borrower will, in all solicitations or advertisements for employees placed by or on behalf of Borrower; state that it is an Equal Opportunity or Affirmative Action Employer.

24. ENTIRE AGREEMENT. This Loan Agreement is the entire agreement between the parties. It is understood and agreed by the parties hereto that no oral statement or no prior written matter extrinsic to this instrument shall have any force or effect. This Loan Agreement shall not be modified except by writing, subscribed by both parties.

25. HONORABLE AGREEMENT. This is an honorable Loan Agreement intended to achieve the recited purposes. This Loan Agreement is to be constructed and applied liberally to achieve those purposes and is not to be defeated by resorting to technical defenses or objections to price computation or any other matter affecting its operation.

26. WAIVER OF BREACH. The waiver by the City of a breach of any provision of this Loan Agreement by the Borrower shall not operate nor be construed as a waiver of any subsequent breach by the Borrower.

27. COUNTERPARTS. This Loan Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together constitute one and the same agreement.

28. SURVIVORSHIP CLAUSE. The Borrower and the City acknowledge and agree certain obligations imposed upon them pursuant to the terms of this Loan Agreement may survive the termination of this Loan Agreement and be legally binding upon the parties hereto subsequent to the termination of this Loan Agreement.

29. INTERPRETATION. This Loan Agreement shall constitute a contract under the laws of the Commonwealth of Pennsylvania and shall for all purposes be construed in accordance with such laws. The headings of Sections in this Loan Agreement are for convenience of reference only, and shall not enlarge or restrict the rights of the parties hereto.

This space intentionally left blank

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly caused this Loan Agreement to be duly signed in their respective names the day and year first above written.

CITY:

COUNTERSIGNED

CITY OF SCRANTON

BY: _____
Controller

BY: _____
Mayor

Date: _____

Date: _____

BY: _____
Executive Director
Office of Economic and
Community Development

BY: _____
City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

BY: _____
City Solicitor

Date: _____

BORROWER:

Attest:

JED Pool Tools, Inc.

By: _____
President,
Cynthia Heyen

Date: _____

Date _____

Attachment A as: Exhibit "A"

Business & Industry Loan/Grant Program

BORROWER: JED Pool Tools, Inc

Following is a summary of new, permanent jobs to be created as a result of the CDBG funding assistance provided through this loan program:

Job Title	40 hr/wk Status		This job to be created as a absolute	Job to be made available to low/mod persons as a absolute	Does this job require special skills or education?
	FT (number of positions)	PT (total hours per week)			
Machine Operator	1	0	created	yes	yes

FT JOBS

1

PT JOBS AS FTE

0

TOTAL JOBS

1

The jobs will be created within 6 months following the disbursement of loan funds

You should complete a **Family Income Certification** form (sample attached) each time you fill a newly-created, permanent position. Employees should provide information about their family's gross annual income **prior** to being hired by you, so that you can maintain documentation about which of these positions are held by low/mod persons. You will be required to submit copies of these forms to OECD on a quarterly basis until the job creation requirement has been met; as stated in the terms of your loan agreement.

This activity has been processed & maintained by: Tom Preambo, OECD Deputy Director

PROMISSORY NOTE

\$30,000.00

Scranton, Pennsylvania
_____, 2018

FOR VALUE RECEIVED, and intending to be legally bound, the undersigned, JED Pool Tools, Inc., (hereinafter called the "Maker"), a Pennsylvania corporation with a principal place of business located at 1100 Penn Avenue, Scranton, PA 18509, hereby promises to pay to the order of THE CITY OF SCRANTON (hereinafter called the "Holder"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 North Washington Avenue, Scranton, Pennsylvania 18503, or its assignees, the sum of Thirty Thousand Dollars (\$30,000.00), (the "Loan") payable together with interest thereon at the fixed rate of two and one half percent (2.5%) per annum as follows:

- (1) Interest shall not accrue from _____, 2018 through _____, 2018. In the event Maker satisfies all of the conditions of Section 4 of the Loan to Grant Agreement between Maker and Holder of even date herewith then Maker's obligations hereunder shall cease and Maker shall not have any further obligations to repay the Loan to Holder.
- (2) Payments by Maker to Holder shall commence on the _____ day of _____, 2018, and on the _____ day of each and every month thereafter to and including the _____ day of _____, 20__ and shall be in monthly installments of principal and interest in the amount of Two Hundred and Eighty-Two Dollars and Eighty One Cents (\$282.81).
- (3) Upon the expiration of one hundred twenty six (126) months after the date hereof, the then unpaid balance of principal, interest, and charges collectible under the terms hereof shall be immediately due and payable.
- (4) This Note evidences a loan (the "Loan") in the above amount made by the Holder to the Maker on this date, the proceeds of which will be advanced by the Holder to the Maker in the manner provided in a Loan to Grant Agreement (the "Loan Agreement") of this date between the Holder and the Maker for the purposes therein specified. Payment of this Note is secured by a security agreement (the "Security Agreement") of this date from the Maker to the Holder, and by, other security described in the Loan Agreement.
- (5) The Maker hereby agrees to keep, perform, and comply with all covenants, terms, and conditions of this Note, the Loan Agreement, the Security Agreement, and all of the documents and instruments now and at any time hereafter delivered to and held by the Holder to evidence and secure the Loan (herein collectively called the "Loan Documents"), which are incorporated by reference in and made a part of this Note.

(6) This Note shall also evidence all advances and expenditures that the Holder is authorized and permitted to make under the provisions of the Loan Documents, and all other sums of every nature and kind that at any time hereafter become due and owing by the Maker to the Holder under the Loan Documents, which shall be added to and become part of the principal amount evidenced by this Note and paid to the Holder, with interest, on the due date of the next installment, if not sooner due and payable under the provisions of the Loan Documents.

(7) Payments of principal on this Note shall be made in current funds on the day when due, without presentment, demand, protest, or notice of any kind, all of which are hereby waived. Payment shall be made at the office of the Holder herein designated or at such other place as the Holder may from time to time designate by written notice to the Maker, and shall be made in lawful money of the United States of America without set-off, counterclaim, or other deduction of any nature.

(8) The Holder shall have the right to impose a service charge equivalent to ten percent (10%) of the amount of any installment of principal not received within fifteen (15) days after the date the same becomes due, which shall be added to the principal balance and paid to the Holder on the due date of the next installment.

(9) EVENT OF DEFAULT. An event of default under this Promissory Note shall be deemed to have occurred if the Borrower shall:

a) fail to pay any installment of interest or principal on the Note within ten (10) days after notice from the CITY to the Borrower that any such installment is more than five (5) days late;

b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within ten (10) days of the Borrower's receipt of notice from the CITY of such failure; or

c.) fail to strictly and timely comply with all the job creation requirements described in Section 4 of the Loan to Grant Agreement of even date herewith; or

d) fail to keep, perform and comply with any of the other covenants, terms and conditions of the Loan to Grant Agreement within thirty (30) days of notice from the CITY, provided, however, if compliance cannot be performed within thirty (30) days, the Borrower shall be permitted additional time to comply so long as the Borrower commences compliance and pursues it vigorously within the initial thirty (30) day period; or

e) become insolvent or files or is named in any petition for relief under the Bankruptcy Code or makes any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the Borrower's properties and assets or applies for or consents to or suffers the appointment of a receiver or trustee; or

f) close its business for a period of two consecutive weeks or longer.

(10) REMEDIES. If an event of default as defined in Section 9 hereof shall occur, the CITY shall be entitled, upon twenty (20) days prior written notice to the Borrower, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand or protest of any kind, all of which are hereby expressly waived, and thereupon the CITY shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the CITY at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the CITY are cumulative and not exclusive of any rights and remedies, which the CITY might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

(11) Confession of Judgment. This Promissory Note contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the Holder (as well as someone acting for holder) to appear for, and confess judgment(s) against Maker, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits Holder to execute upon the confessed judgment(s) which could have the effect of depriving Maker of its property without any prior notice or an opportunity to be heard. Maker hereby acknowledges that it has consulted with an attorney regarding the implications of these provisions and Maker understands that it is bargaining away several important legal rights. Accordingly, Maker hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that it may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

(a) CONFESSION OF JUDGMENT. MAKER COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY MAKER, HOLDER MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST MAKER AND, FOR THOSE PURPOSES, MAKER HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) MAKER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR HOLDER (AS WELL AS SOMEONE ACTING FOR HOLDER) IN ANY AND ALL ACTIONS COMMENCED AGAINST MAKER FOR RECOVERY OF THE PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER AND TO APPEAR FOR MAKER, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST MAKER, FOR PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER, TOGETHER WITH INTEREST AT THE DEFAULT RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OF SUCH AMOUNTS AND SUMS; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST MAKER FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

BY: _____
TITLE: _____

(12) The Maker hereby waives the benefit of any present or future law or rule of procedure authorizing stay of execution on any judgment recovered on this Note, and the exemption of property from levy and sale there under, and any and all errors, defects, and imperfections whatsoever of a procedural nature in the entry of any judgment or in any process or proceedings thereon or relating to the same.

(13) Upon any negotiation, sale or assignment of this Note, the holder hereof may deliver same to the transferee or purchaser who shall thereupon become the holder hereunder and as such shall have and may exercise all powers, rights and options with respect to same and otherwise hereby given to the holder, or otherwise available to Holder pursuant to the terms and conditions

of the Loan Agreement, and such former holder who thus negotiates, sells or assigns this note shall thereafter be forever relieved and fully discharged from any liability or accountability with respect to same.

(14) If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not effect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(15) All of the foregoing agreements and obligations including, without limitation, the warrant of attorney to confess judgment, shall bind the Maker and its successors and assigns, and shall inure to the benefit of the Holder, its successors and assigns.

In Witness Whereof, the Maker has duly caused this Note to be duly executed by its duly authorized representative, the day and year first above written, intending to be legally bound.

Attest:

JED Pool Tools, Inc.

By: _____

Alan Heyen

Cynthia Heyen

President

Date: _____

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (hereinafter referred to as the "AGREEMENT") dated the _____ day of _____, 2018, by and between THE CITY OF SCRANTON, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 N. Washington Avenue, Scranton, Pennsylvania 18503, (hereinafter referred to as the "CITY")

-and-

JED POOL TOOLS, INC, a Pennsylvania corporation with a principal place of business located at 1100 Penn Avenue, Scranton, PA 18509 (hereinafter referred to as "BORROWER")

WHEREAS, BORROWER has certain Liabilities (as defined herein) to CITY under a certain Loan to Grant Agreement dated even date herewith; and,

WHEREAS, the CITY and BORROWER desire and intend to secure repayment of said Liabilities by BORROWER granting to CITY a security interest in the Collateral (as defined herein); and,

NOW, THEREFORE, the Borrower hereto, intending to be legally bound hereby, agrees as follows:

1. **COLLATERAL** The word "Collateral" as used in this AGREEMENT means the following described property: all machinery and equipment of the BORROWER, whether now or hereafter existing, or now owned or hereafter acquired and the products and proceeds of any of the foregoing, including all proceeds, and all accessions thereto, direct or contingent.

In addition, the word "Collateral" also includes all of the following; whether now owned or hereafter acquired by BORROWER, whether now existing or hereafter arising, and wherever located;

(a) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the Collateral described herein, whether added now or later.

(b) All products and produce of any property described in this Collateral section.

(c) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

2. **GRANT OF SECURITY INTEREST** In consideration of, and as security for, the Liabilities of BORROWER to CITY described below, BORROWER grants CITY a first priority security interest in all the Collateral, together with all present and future products of Collateral and all present and future proceeds of Collateral (including but not limited to all leases, rents, issues, profits, credits, rebates, refunds, increases, replacements of and additions and accessions to the Collateral and all cash and non-cash insurance proceeds). This right to proceeds does not, and shall not be interpreted to constitute authorization or consent by CITY to any disposition of any Collateral. This AGREEMENT and the security interest granted herein shall stand as general and continuing security for all Liabilities and may be retained by CITY until all Liabilities have been satisfied in full; provided, however, that this AGREEMENT shall not be rendered void by the fact that no Liabilities or commitment by CITY to make advances to BORROWER exists as of any particular date, but shall continue in full force and effect until the filing of a termination statement signed by CITY with respect to all the Collateral.

As additional security for the Liabilities, BORROWER conveys, assigns and grants a security interest to CITY in and to all present and future files, books, ledgers, records, bills, invoices, receipts, deeds, certificates or documents of ownership, warranties, bills of sale and all other data and data storage systems and media pertaining to any of the Collateral.

3. **LIABILITIES** The Collateral secures, and will secure, all Liabilities of BORROWER to CITY. Liabilities as used herein shall mean and include any past, present or future loans, notes, mortgages, bonds, advances, re-advances, substitutions, extensions, renewals, interest, late charges, penalties, costs, and fees of any and all types, whether primary, secondary, absolute or contingent, direct or indirect, joint several or independent, voluntary or involuntary, (including overdrafts), now or hereafter existing, due or to become due, or held or to be held by, CITY for its own account or as agent for another or others, whether created directly or acquired by negotiation, assignment or otherwise, and all instruments and documents evidencing any of the above and shall also include but not be limited to that certain Promissory Note, dated the ____ day of _____, 2018, in the amount of Thirty Thousand Dollars (\$30,000.00) given by BORROWER to CITY.

4. **FUTURE ADVANCES** The Liabilities secured hereby include all future advances made at any time or times to or for the benefit of BORROWER, whether obligatory or optional, including all costs, expenses, court costs and reasonable attorneys' fees incurred in the collection of the Liabilities and/or the Collateral or the disposition of the Collateral, and any advances made at any time or times for the payment of taxes or insurance or the maintenance or repair of the Collateral, or for the establishment, maintenance or enforcement of CITY'S security interest therein.

5. **ADDITIONAL SECURITY** As additional Collateral to secure the Liabilities, BORROWER grants to CITY a first priority security interest in all of BORROWER'S present and future deposits or other monies due from CITY, instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, chooses in action, chattel paper, currency, property and the proceeds thereof, owned by BORROWER or in which BORROWER has an interest, now or hereafter in the possession or control of CITY or in transit by mail or carrier to or from CITY or in the possession of any other person acting in CITY'S behalf, without regard to whether CITY received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether CITY has conditionally released the same. The property described in this Paragraph 5 shall constitute part of the Collateral for all purposes under this AGREEMENT.

6. **OWNERSHIP; OTHER LIENS** BORROWER represents and warrants that BORROWER is or, as to Collateral to be acquired after the date hereof will be, the sole owner of the Collateral, and that this AGREEMENT creates a valid first priority lien in and to all Collateral and that there are no liens and there will be no other liens, security interests, encumbrances or adverse claims by any person to any of the Collateral except as previously disclosed in writing and acknowledged by CITY. BORROWER covenants and agrees to keep the Collateral free from, defend it against, discharge and immediately notify CITY in writing of, any and all other liens, security interests or encumbrances, prior assignments, claims, set-offs or demands of all persons at any time claiming any Collateral or any interest therein.

7. **PURCHASE MONEY LOAN** BORROWER covenants and agrees that any Liabilities created for the purpose of enabling BORROWER to acquire rights in or use of any Collateral will be used solely for such purpose and for no other purpose, and authorizes CITY to disburse the proceeds of such purchase money loan directly to the seller.

8. **LOCATION, USE OF COLLATERAL** BORROWER
represents and warrants that:

(a) Collateral is being and will be kept at BORROWER'S business address set forth in this AGREEMENT, and covenants and agrees not to remove the Collateral therefrom without CITY'S prior written consent.

(b) Collateral is being used and will be used exclusively for the purpose(s) indicated in this AGREEMENT and covenants and agrees not to change such use without CITY'S prior written consent.

9. **BORROWER'S IDENTITY, ADDRESS(ES)** BORROWER
represents and warrants that its official name is accurately and completely set forth in this AGREEMENT and covenants and agrees that it will not change its name or its status indicated herein without CITY'S prior written consent.

BORROWER represents and warrants that the address set forth in this AGREEMENT is its principal business address, if BORROWER is engaged in business and covenants and agrees that it will not change such address or the other locations set forth herein or acquire additional addresses, without at least thirty (30) days' prior written notice to CITY setting forth the effective date of such change and such new address.

10. **MAINTENANCE, INSURANCE OF COLLATERAL**
BORROWER, at its own expense, covenants and agrees to:

(a) properly maintain and care for the Collateral and protect and care for all Collateral covered by this AGREEMENT, all in accordance with the highest standards customary for businesses similar to BORROWER'S if BORROWER uses the Collateral in business operations;

(b) maintain such insurance covering the Collateral against fire, theft, vandalism and such other risks or hazards as CITY may require in such amounts and with such insurance companies as are satisfactory to CITY, which insurance shall protect CITY'S interest in the Collateral as secured lender under separate endorsement or clause not subject to any defenses which such insurance company may have against BORROWER;

(c) deliver to CITY, on demand, the contract(s) of insurance or furnish other proof of such insurance to CITY; and

(d) comply fully with, and refrain from any use of the Collateral in violation of, any requirements of any insurer of the collateral.

In the event of any loss, CITY, at its option, may (i) retain and apply all or any part of the insurance proceeds to reduce, in such order and amounts as CITY may elect, the unpaid balance of the Liabilities, or (ii) disburse all or any part of such insurance proceeds to or for the benefit of BORROWER for the purpose of repairing or replacing the Collateral after receiving proof satisfactory to CITY of such repair or replacement, in either case without waiving or impairing the Liabilities of any other provision of this AGREEMENT. BORROWER assigns to CITY any return or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay to CITY any amounts so due, and BORROWER appoints CITY its attorney-in-fact to endorse any draft or check which may be payable to BORROWER in order to collect any return or unearned premiums or the proceeds of such insurance.

11. **TAXES; COMPLIANCE** BORROWER covenants and agrees to pay, on or before the due date thereof, all federal, state and local taxes, assessments and other governmental charges of every nature which may be levied or assessed against the Collateral, and to comply fully with, and refrain from any use of the Collateral in violation of, any applicable statutes, regulations or ordinances.

12. **RIGHT TO REMEDY CERTAIN DEFAULTS** In the event BORROWER fails to maintain the Collateral, or pay any federal, state or local taxes, assessments or other governmental charges or claims, or fails to maintain insurance on the Collateral and pay all premiums for such insurance, or fails to make any necessary repairs or permits waste, CITY, at its election and without notice or demand to BORROWER, shall have the right, but not the obligation, to make any payment or expenditure with the right of subrogation thereunder, including but not limited to purchasing any lender's single interest to protect its security interest in the Collateral or its rights under this AGREEMENT, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, without prejudice to any of CITY'S rights or remedies available under this AGREEMENT or otherwise, at law or in equity. All such sums, as well as costs, advanced by CITY pursuant to this AGREEMENT, shall be secured by this AGREEMENT, and shall bear interest at the highest rate payable on any of the Liabilities from the date of payment by CITY until paid in full.

13. **DISPOSITION: PROCEEDS** Except as, and only to the extent expressly permitted in this Paragraph 13 or in Paragraph 15, BORROWER will not sell, assign, lease or otherwise dispose of, attempt or contract to sell, assign, lease or otherwise dispose of, any Collateral or any interest, right or privilege therein.

BORROWER covenants and agrees to deliver immediately to CITY, or such other person as CITY may designate, any instrument, document, or chattel paper arising out of or in connection with any Collateral. BORROWER further covenants and agrees not to use cash proceeds to purchase or otherwise acquire any interest whatsoever in any property not covered by this AGREEMENT without CITY'S prior written consent.

14. **NOTIFICATION OF ADVERSE EVENTS** BORROWER immediately will notify CITY in writing of any occurrence, event, circumstance or condition which affects or will affect the Collateral or the value thereof, BORROWER'S or CITY'S ability to dispose of the Collateral or CITY'S rights or remedies with regard thereto, including but not limited to the issuance or levy of any legal process against the Collateral or the adoption of any order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

BORROWER waives and releases all laws and rules of procedure now in force or hereafter enacted, relating to exemption from, or stay of execution and/or sale, and the opening and/or striking off any judgment. In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code (hereinafter referred to as the "Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any automatic stay imposed by Section 362 of the Code (or any successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided herein or as otherwise provided by law or equity. BORROWER agrees not to contest the validity or enforceability of this Section 14.

15. **CITY'S RIGHTS**

(a) BORROWER covenants and agrees that CITY may, at its option and at BORROWER'S expense, at any time and from time to time whether or not a Default has occurred:

(1) require BORROWER to segregate all cash proceeds so that they may be identified readily, and deliver the same to CITY at such time or times and in such manner and form as CITY may direct;

(2) require BORROWER to deliver to CITY, at such time or times and in such manner and form as CITY may direct, records, schedules and other documentation and data sufficient to show the

status, condition, value or location of, or any other information pertaining to, the Collateral;

(3) verify the Collateral, inspect BORROWER'S books and records and make copies thereof or extracts therefrom, and require BORROWER to furnish such witnesses as may be necessary to establish legal proof of the Collateral or such records;

(4) require, as a condition to its consent to any disposition of Collateral requiring CITY'S consent, that BORROWER pay or deliver or cause to be paid or delivered directly to CITY, or such other person as CITY may designate, the proceeds of such disposition, agree to increase the rate of interest payable in respect of any of the Liabilities, or comply with any other requirement of CITY;

(5) notify debtors or obligors of any Accounts or Chattel Paper, or any buyers or lessees of any of the Collateral or any other persons, of CITY'S interest in the Collateral and require such persons to deliver all proceeds to CITY or such other person as CITY may designate, at such time or times and in such manner and form as CITY may direct; and in connection therewith BORROWER irrevocably authorizes and appoints CITY its attorney-in-fact, with full power of substitution, to endorse or sign BORROWER'S name on all collections, checks, notes, drafts, receipts or other instruments or documents, take possession of and open the BORROWER'S mail and remove proceeds therefrom, and such account debtors, Obligors, buyers or lessees may accept the receipt of CITY in such circumstances as a full release and acquittance for any amount so paid;

(6) at reasonable times enter upon any property where any Collateral is located to examine the Collateral, such property and any buildings or improvements thereon, and use BORROWER'S equipment, machinery, office equipment and other facilities if CITY deems such use necessary or advisable to protect, preserve, maintain, process, develop or harvest any of the Collateral;

(7) prohibit BORROWER from attaching any Collateral to any land or building or other improvement thereon in any manner which might cause such Collateral to become a part thereof, and/or require BORROWER to obtain from any owner, encumbrancer or other person having an interest in the property where any Collateral is located, written consent to CITY'S removal of the Collateral therefrom, without liability on the part of CITY to such owner, encumbrancer or other person, or require BORROWER to obtain from any such owner, encumbrancer or other person such waivers of any interest in the Collateral as CITY may require;

(8) place or require BORROWER to place on any instrument, document or Chattel Paper, or upon BORROWER'S books, records, documents or other data relating to accounts or general intangibles, a notation or legend indicating CITY'S security interest therein;

(9) in BORROWER'S and/or CITY'S name (as CITY in its sole discretion may determine) demand, collect, receive and receipt for, compound, compromise, settle and give acquittance for, and prosecute and discontinue or dismiss, with or without prejudice, and suits or proceedings respecting any of the Collateral;

(10) prohibit BORROWER from granting any person rebate, refund, allowance or credit, or accepting from any person any return of any Collateral, without CITY'S prior written consent, which consent may be conditioned upon any requirement for payment or additional collateral from BORROWER as CITY, in its sole discretion, may determine;

(11) secure credit in the name of BORROWER or in the name of CITY, or pay, settle, or otherwise discharge any unpaid bills or charges for goods delivered or services rendered to or for the benefit of BORROWER, if CITY reasonably determines, in its sole discretion, that such action is necessary or advisable to protect, maintain or preserve the Collateral or CITY'S security interest therein;

(12) furnish to CITY, on demand or as soon as possible thereafter, such additional property as Collateral as CITY may from time to time require; or

(13) take any action which CITY may deem necessary or desirable in order to realize on any of the Collateral, including without limitation the power to perform any contract or to endorse in the name of BORROWER any checks, notes, drafts, receipts or other instruments or documents received in payment of or on account of, or constituting, any of the Collateral, BORROWER irrevocably appoints CITY its attorney-in-fact with full power of substitution for all or any such acts or purposes.

(b) the foregoing rights are cumulative and may be exercised by CITY singularly or in any combination at any time and from time to time, as often as CITY deems necessary or advisable.

16. **OTHER DOCUMENTS, ACTS** BORROWER covenants and agrees that it will, at any time or times and from time to time, at its own expense, execute and deliver or cause to be executed and delivered such security agreements, certificates, certificates of title, pledges,

assignments, financing statements, continuation financing statements, amendments, acknowledgements and other documents, and will perform or cause to be performed such other acts, as CITY may request in order to establish, preserve or maintain a valid and continuously perfected security interest in, or to determine the priority of, or terminate or enforce CITY'S security interest in, the Collateral, and pay all costs and expenses incurred in connection therewith. To the extent legally permissible, BORROWER irrevocably authorizes and appoints CITY as its attorney-in-fact with full power of substitution, to execute on BORROWER'S behalf and file at BORROWER'S expense a financing statement or statements, or alternatively, a copy of this AGREEMENT to perfect CITY'S security interest, or any amendment or amendments thereto, in those public offices deemed necessary or appropriate by CITY to establish, maintain and protect a continuously perfected security interest in the Collateral.

17. **DEFAULT** The occurrence of any one or more of the following shall constitute a Default under this AGREEMENT:

(a) non-payment of any of the Liabilities, or any portion thereof, when and in the manner due, whether by acceleration or otherwise;

(b) failure by BORROWER to observe or perform any covenant, agreement, condition or term of this AGREEMENT or failure by BORROWER to observe or perform any covenant, agreement, condition or term or any default under any other document, note, bond, mortgage or other writing between BORROWER and CITY;

(c) breach by BORROWER or any other Obligor (which term shall refer to any maker, co-maker, endorser, guarantor or surety of, or other person obligated under any statute for, any of the Liabilities) of any obligation or duty to CITY;

(d) any representation or warranty in any financial or other statement, schedule, certificate or other document of BORROWER or any other Obligor delivered to CITY by or on behalf of BORROWER or any other Obligor shall prove to be false, misleading or incomplete in any material respect;

(e) a material adverse change occurs in the financial condition of BORROWER or any other Obligor which is unacceptable to CITY in its sole discretion from the condition most recently disclosed to CITY in any manner;

(f) BORROWER or other Obligor dies, dissolves, liquidates, merges, reorganizes or ceases to conduct operations, or prepares or attempts to do any of the foregoing;

(g) a trustee or receiver is appointed for BORROWER or any other Obligor or for all or a substantial part of its or their property in any involuntary proceeding, or any court has taken jurisdiction of all or any substantial part of the property of BORROWER or other Obligor in any involuntary proceedings, or BORROWER or any other Obligor files a petition or answer not denying jurisdiction in Bankruptcy or under any similar law, state or federal, now or hereafter existing, or such a petition is filed against BORROWER or any other Obligor, or BORROWER or other Obligor becomes insolvent, howsoever evidenced, or makes an assignment for the benefit of creditors or admits in writing its or their inability to pay its or their debts generally as they become due, or fails within sixty (60) days to pay or bond or otherwise discharge any judgment or attachment which is unstayed on appeal, or if BORROWER or any other Obligor advertises a "going out of business" or liquidation sale, or holds or permits such a sale;

(h) BORROWER or any other Obligor expresses an intent to terminate or revoke responsibility for any of the Liabilities, or defaults under any other note, agreement, lease, indenture, mortgage or obligation incurred pursuant thereto, or a judgment is entered against BORROWER or any other Obligor evidencing either singly or in the aggregate a material obligation, the effect of which accelerates or entitles the holder thereof to accelerate any maturity thereof or results in the forfeiture by BORROWER or any other Obligor or its rights under any such note, agreement, lease, indenture or mortgage;

(i) any property of BORROWER or any other Obligor becomes the subject of any attachment, garnishment, levy or lien (unless expressly permitted in writing signed by CITY);

(j) any substantial part of the property of BORROWER or any other Obligor is taken or condemned by any governmental authority;

(k) BORROWER or any other Obligor assigns or otherwise transfers, or attempts to assign or transfer, any of its right, title and interest in any of the Collateral without the prior written consent of CITY;

(l) BORROWER or any other Obligor fails to furnish financial or other information as CITY may reasonably request;

(m) if there is any change in BORROWER'S or any other Obligor's officers, principal owners or partners as the case may be, which is unacceptable to CITY in its sole discretion; or

(n) CITY, in the reasonable and good faith exercise of its sole discretion deems itself or the Collateral unsecure for any reason whatsoever;

(o) the failure by BORROWER to strictly comply with any federal, state or local statute, regulation, rule, order, or other judicial or administrative order relating to the Collateral.

18. **REMEDIES**

(a) Upon the occurrence of one or more Defaults, CITY may exercise any one or more of the following remedies, which are cumulative and may be exercised singularly or in any combination at any time and from time to time as long as any Default continues, without notice or demand to BORROWER or any other Obligor except as expressly required under this AGREEMENT or any applicable provision of law which cannot be waived prior to Default:

(1) declare all or any part of the Liabilities, together with costs of collection, including attorney's fees of fifteen percent (15%) of the unpaid principal, immediately due and payable, as if the same had in the first instance been payable as such time, without requiring any recourse against any other person or property liable for or securing any of the Liabilities;

(2) exercise any right of set-off which CITY may have against BORROWER or any other Obligor;

(3) exercise all or any of the rights and remedies of a secured party under the Uniform Commercial Code or as creditor under any other applicable law;

(4) require BORROWER to assemble the Collateral and any records pertaining thereto and make them available to CITY at a time and place designated by CITY;

(5) enter the premises of BORROWER and take possession of the Collateral and any records pertaining thereto, and also take possession of all personal property located in or attached to the Collateral without liability to BORROWER and hold such property for BORROWER at BORROWER'S expense;

(6) use, operate, manage, lease, or otherwise control the Collateral in any lawful manner, collect and receive all rents, income, revenue, earnings, issues and profits therefrom and, in its sole discretion but without any obligation to do so, insure, maintain, repair, renovate, alter or remove the Collateral;

(7) grant extensions or compromise or settle claims for less than face value relative to the proceeds without prior notice to BORROWER or any other Obligor;

(8) use, in connection with any assembly, use or disposition of the Collateral, any trademark, trade name, trade style, copyright, brand, patent right, license or technical process used or utilized by BORROWER;

(9) take such actions as CITY may deem necessary or advisable to preserve, process, develop, maintain, protect, care for or insure the Collateral or any portion thereof, and BORROWER irrevocably appoints CITY as its attorney-in-fact to do all acts and things in connection therewith; or

(10) sell or otherwise dispose of all or any of the collateral at public or private sale at any time or times without advertisement or demand upon or notice to BORROWER or any other Obligor, all of which are expressly waived to the extent permitted by law, with the right of CITY or its nominee to become purchaser at any sale (unless prohibited by statute) free from any equity of redemption and from all other claims, and after deducting all legal and other expenses for maintaining or selling the Collateral and all attorney's fees, legal or other expenses for collection, sale and delivery, apply the remaining proceeds of any sale to pay (or hold as a reserve against) any of the Liabilities.

(b) except to the extent limited by non-waivable provision of statute, CITY shall not be liable to any person whatsoever, for, or in connection with, the exercise, method of exercise, delay or failure to exercise any of the remedies provided for herein, and BORROWER shall indemnify, and agrees to hold harmless and waives and releases CITY from any and all claims, liabilities, actions, costs, suits, demands, damages or losses, whatsoever occurring on account of or in connection with such exercise, method of exercise, delay or failure to exercise.

(c) In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code ("the Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any

automatic stay imposed by Section 362 of the Code (or any Successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided in this AGREEMENT, and any documents referred to in this AGREEMENT (as currently in effect, as might be modified, or otherwise) and as otherwise provided by law. BORROWER agrees not to contest the validity or enforceability of this Section 19(c).

19. **NOTICES** Any notices required to be given to BORROWER shall be deemed reasonably and properly given if mailed at least twenty (20) days before any action contemplated in such notice shall be taken, postage prepaid, addressed to BORROWER at the address set forth in the introduction to this AGREEMENT.

20. **WAIVERS; INVALIDITY** No delay or failure by CITY in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by CITY of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy provided for in this AGREEMENT shall not preclude CITY from exercising or enforcing the same at any time or time thereafter.

If any provision of this AGREEMENT shall be held for any reason to be invalid, illegal or unenforceable in any respect, such impairment shall not affect any other provision hereof.

IT IS EXPRESSLY AGREED BY BORROWER AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY BORROWER OR OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS AGREEMENT OR THE LIABILITIES, BORROWER FOR THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY, WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

21. **EXPENSES** BORROWER agrees to pay or reimburse CITY, immediately upon demand at any time or times, for all expenses incurred to perfect, protect and maintain continuously perfected CITY'S security interest and the priority thereof, in the Collateral, or to preserve, process, develop, maintain, protect, care for or insure any Collateral, or in the taking, holding preparing for sale, lease or other disposition, selling, leasing or otherwise disposing of the Collateral, or any other action taken by CITY to enforce or exercise its rights or remedies under this AGREEMENT, including without limitation reasonable attorney's fees, filing fees, documentary recordation taxes, appraisal charges and storages costs. If CITY advances any sums for such purposes,

BORROWER shall reimburse CITY therefore on demand, and such advance(s) shall bear interest at two percent (2%) per annum over the highest rate then payable on any of the Liabilities from the date(s) of such advance(s) and both the amount of such advance(s) and such interest shall constitute part of the Liabilities secured hereby.

22. **LEGAL EFFECT** This AGREEMENT binds and inures to the benefit of CITY, BORROWER, and their respective heirs, executors, administrators, representatives, successors and assigns.

23. **CONSTRUCTION** Whenever used in this AGREEMENT, unless the context clearly indicates a contrary intent:

(a) "BORROWER" shall mean each person (whether individual, corporation, partnership or unincorporated association) who executed this AGREEMENT, and any subsequent owner of the Collateral, and its or their respective heirs, executors, administrators, successors and assigns;

(b) "CITY" shall mean CITY of Scranton and its successors and assigns;

(c) the use of any gender shall include all genders;

(d) the singular shall include the plural, and the plural shall include the singular; and,

(e) if BORROWER is more than one person, all agreements, conditions, covenants and provisions of this AGREEMENT shall be joint and several undertaking of each of them and shall bind each of them as fully as though each of them were named specifically herein wherever "BORROWER" is used,

24. **AUTHORIZATION** BORROWER's execution, delivery, and performance of the AGREEMENT and all other related documents has been duly authorized by all necessary actions on the part of BORROWER, do not require the consent or approval of any other person, regulatory authority, or governmental body, and do not conflict with, result in a violation of, or constitute default under (1) any other agreements or other instruments binding upon BORROWER or (2) any law, governmental regulation, court decree, or other order applicable to BORROWER or to BORROWER'S properties. BORROWER has the power and authority to enter into this Agreement and to grant Collateral as security for the Liabilities. BORROWER has the further power and authority to own and to hold all of BORROWER'S assets and properties and to carry on BORROWER'S business as presently conducted.

25. **APPLICABLE LAW** This AGREEMENT shall be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania. All terms used herein shall have the meanings given to them by the Pennsylvania Uniform Commercial Code, to the extent not otherwise defined herein.

26. **ENTIRE AGREEMENT** This AGREEMENT and the documents executed and delivered pursuant hereto, constitute the entire agreement of the parties and may be amended only by writing signed by or on behalf of each party.

ATTEST:

BORROWER:

JED POOL TOOLS, INC

By:_____

Alan Heyen

Cynthia Heyen

President

Date:_____

G U A R A N T Y

Pursuant to this Guaranty dated the ____ day of _____, 2018 the undersigned, **Cynthia Heyen**, ("GUARANTOR") 107 Edgewood Drive, Old Forge, PA 18518, hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the principal debtor, **JED Pool Tools, Inc.**, a Pennsylvania corporation with a principal place of business located at 1100 Penn Avenue, Scranton, PA 18509, and all of its liabilities to the City as set forth in that certain Loan Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to **JED Pool Tools Inc.**, in the amount of Thirty Thousand Dollars (\$30,000.00). This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless of how long before or after the date hereof any of the principal debtor's liabilities to City were or are incurred; provided, however, that if the undersigned gives written notice to the City to the effect that he shall not be liable hereunder for such of the principal debtor's liabilities to City as are incurred after the receipt by the City of such written notice, unless the same are renewals, extensions or modifications of liabilities theretofore existing or unless the City is bound by agreement entered into before the receipt of such notice to permit the same to be incurred.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the principal debtor and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even if such rights are thereby lost; or (d) any delay in making demand on the

undersigned for performance or payment of the undersigned's obligations hereunder.

The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and the principal debtor's liabilities to City including but not limited to notice of the acceptance hereof and reliance hereon, of the present existence or future incurring of any of the principal debtor's liabilities to City, of the amount, terms and conditions thereof, and of any defaults thereon. The undersigned hereby consents to the taking of, or failure to take, from time to time without notice to the undersigned, any action of any nature whatsoever with respect to the principal debtor's liabilities to City and with respect to any rights against any persons or persons (including the principal debtor and any of the undersigned) or in any property, including but not being limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases, and the undersigned will remain fully liable hereunder notwithstanding any of the foregoing; provided, however, that the granting of a release of the liability hereunder of less than all of the undersigned shall be effective with respect to the liability hereunder of the one or more who are specifically so released but shall in no way affect the liability hereunder of any other of the undersigned not so released. The death or incapacity of any of the undersigned shall in no way affect the liability hereunder of any other of the undersigned. The undersigned hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder, including without limitation (a) all defenses whatsoever to the undersigned's liability hereunder except the defense of payments made on account of the principal debtor's liabilities to City and (b) all right to stay of execution and exemption of property in any action to enforce the liability of the undersigned hereunder.

If any default shall be made in the payment of any indebtedness, the undersigned hereby agrees to pay the same to the extent above specified (a) without requiring protest or notice of nonpayment or notice of default to the undersigned, to the principal debtor, or to any other person; (b) without proof of demand; (c) without requiring City to resort first to the principal debtor or to any other guaranty or any collateral which City may hold; (d) without requiring any notice of acceptance hereof or assent hereto by City; and (e) without requiring notice that any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the principal debtor's liabilities to City or the liability of the undersigned hereunder.

If any of the principal debtor's liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the principal debtor's liabilities to City shall, at the City's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.

Confession of Judgment. This Guaranty contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the City (as well as someone acting for City) to appear for, and confess judgment(s) against Guarantor, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits City to execute upon the confessed judgment(s) which could have the effect of depriving Guarantor of his property without any prior notice or an opportunity to be heard. Guarantor hereby acknowledges that he has consulted with an attorney regarding the implications of these provisions and Guarantor understands that he is bargaining away several

important legal rights. Accordingly, Guarantor hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that he may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

(a) CONFESSION OF JUDGMENT. GUARANTOR COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY JED POOL TOOLS, INC. ("PRINCIPAL DEBTOR"), CITY MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST GUARANTOR AND, FOR THOSE PURPOSES, GUARANTOR HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR CITY (AS WELL AS SOMEONE ACTING FOR CITY) IN ANY AND ALL ACTIONS COMMENCED AGAINST GUARANTOR FOR RECOVERY OF THE PRINCIPAL AND INTEREST ON PRINCIPAL DEBTOR'S LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR AND TO APPEAR FOR GUARANTOR, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST GUAARANTOR, FOR PRINCIPAL AND INTEREST ON PRINCIPAL DEBTOR'S LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR, TOGETHER WITH INTEREST AT THE LEGAL RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OWED; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST GUARANTOR FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

Cynthia Heyen

So long as the Principal Debtor's liabilities to City have not been paid in full, no payment by the undersigned pursuant to the provisions hereof shall entitle the undersigned, by subrogation, to the rights of the City or otherwise, to any payment by the principal debtor or out of the property of the principal debtor.

A subsequent Guaranty by the undersigned or any other guarantor of the principal debtor's liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the principal debtor's liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

IT IS EXPRESSLY AGREED BY THE GUARANTOR AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY THE GUARANTOR OR OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS GUARANTY THE GUARANTOR, JOINTLY AND/OR SEVERALLY FOR THE UNDERSIGNED, AND THE GUARANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVES ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY,

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

DATE _____

Commonwealth of Pennsylvania)
County of Lackawanna) ss:

On this, the _____ day of _____ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Cynthia Heyen**, known to me (or satisfactorily proven) to be the person whose name is ~~are~~ subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Title of Officer

G U A R A N T Y

Pursuant to this Guaranty dated the ____ day of _____, 2018 the undersigned, **Alan Heyen**, ("GUARANTOR") 107 Edgewood Drive, Old Forge, PA 18518, hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the principal debtor, **JED Pool Tools, Inc.**, a Pennsylvania corporation with a principal place of business located at 1100 Penn Avenue, Scranton, PA 18509, and all of its liabilities to the City as set forth in that certain Loan Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to **JED Pool Tools Inc.**, in the amount of Thirty Thousand Dollars (\$30,000.00). This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless of how long before or after the date hereof any of the principal debtor's liabilities to City were or are incurred; provided, however, that if the undersigned gives written notice to the City to the effect that he shall not be liable hereunder for such of the principal debtor's liabilities to City as are incurred after the receipt by the City of such written notice, unless the same are renewals, extensions or modifications of liabilities theretofore existing or unless the City is bound by agreement entered into before the receipt of such notice to permit the same to be incurred.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the principal debtor and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even if such rights are thereby lost; or (d) any delay in making demand on the

undersigned for performance or payment of the undersigned's obligations hereunder.

The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and the principal debtor's liabilities to City including but not limited to notice of the acceptance hereof and reliance hereon, of the present existence or future incurring of any of the principal debtor's liabilities to City, of the amount, terms and conditions thereof, and of any defaults thereon. The undersigned hereby consents to the taking of, or failure to take, from time to time without notice to the undersigned, any action of any nature whatsoever with respect to the principal debtor's liabilities to City and with respect to any rights against any persons or persons (including the principal debtor and any of the undersigned) or in any property, including but not being limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases, and the undersigned will remain fully liable hereunder notwithstanding any of the foregoing; provided, however, that the granting of a release of the liability hereunder of less than all of the undersigned shall be effective with respect to the liability hereunder of the one or more who are specifically so released but shall in no way affect the liability hereunder of any other of the undersigned not so released. The death or incapacity of any of the undersigned shall in no way affect the liability hereunder of any other of the undersigned. The undersigned hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder, including without limitation (a) all defenses whatsoever to the undersigned's liability hereunder except the defense of payments made on account of the principal debtor's liabilities to City and (b) all right to stay of execution and exemption of property in any action to enforce the liability of the undersigned hereunder.

If any default shall be made in the payment of any indebtedness, the undersigned hereby agrees to pay the same to the extent above specified (a) without requiring protest or notice of nonpayment or notice of default to the undersigned, to the principal debtor, or to any other person; (b) without proof of demand; (c) without requiring City to resort first to the principal debtor or to any other guaranty or any collateral which City may hold; (d) without requiring any notice of acceptance hereof or assent hereto by City; and (e) without requiring notice than any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the principal debtor's liabilities to City or the liability of the undersigned hereunder.

If any of the principal debtor's liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the principal debtor's liabilities to City shall, at the City's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.

Confession of Judgment. This Guaranty contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the City (as well as someone acting for City) to appear for, and confess judgment(s) against Guarantor, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits City to execute upon the confessed judgment(s) which could have the effect of depriving Guarantor of his property without any prior notice or an opportunity to be heard. Guarantor hereby acknowledges that he has consulted with an attorney regarding the implications of these provisions and Guarantor understands that he is bargaining away several

important legal rights. Accordingly, Guarantor hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that he may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

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Alan Heyen

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A subsequent Guaranty by the undersigned or any other guarantor of the principal debtor's liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the principal debtor's liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

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DEPARTMENT OF LAW

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

RECEIVED
MAR 19 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

March 19, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON'S BUSINESS AND INDUSTRY LOAN TO GRANT PROGRAM, PROJECT NO.150.43 IN AN AMOUNT NOT TO EXCEED \$30,000.00 TO JED POOL TOOLS, INC. TO ASSIST AN ELIGIBLE PROJECT.

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR GLOBAL ENERGY SERVICES, 20 WEST AYLESBURY ROAD, TIMONIUM, MARYLAND, 21093, FOR REPLACEMENT OF ALL SINGLE PANE WINDOWS WITH NEW DOUBLE PANE ENERGY EFFICIENT COMPOSITE WOOD HUNG WINDOWS CONSISTENT WITH EXISTING WINDOWS; NO BRICK WORK NECESSARY, SITUATED AT THE SCRANTON SCHOOL DISTRICT ADMINISTRATION BUILDING, 425 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503.

WHEREAS, the Historical Architecture Review Board ("HARB") has convened and reviewed the submission of Global Energy Services, 20 West Aylesbury Road, Timonium, Maryland, 21093, for replacement of all single pane windows with new double pane energy efficient composite wood hung windows consistent with existing windows; no brick work necessary, situated at the Scranton School District Administration Building, 425 North Washington Avenue, Scranton, PA, 18503, a copy of which is attached hereto and marked as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the HARB has determined that the Improvements meets with the guidelines of the HARB and has been recommended for approval by the Governing Body of the City of Scranton; and

WHEREAS, the HARB specifically recommends that a Certificate of Appropriateness be issued for the Improvement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that City Council hereby accepts the recommendation of the HARB concerning the Improvement, above defined, and approves the issuance of a Certificate of Appropriateness as defined by law and City ordinance.

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.



HISTORICAL ARCHITECTURE REVIEW BOARD

CITY HALL • 340 NORTH WASHINGTON AVE., 4TH FL. • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105

TO: Jessica Eskra
City Solicitor
Law Department

CC: Tim Corbett
HARB Solicitor

FROM: Mary-Pat DeFlice
Confidential Secretary, HARB Coordinator

DATE: March 16, 2018

RE: HARB Recommendation

Enclosed please find the following recommendation from the Historical Architecture Review Board (HARB) regarding the following project:

- Global Energy Services, 20 W. Aylesbury Rd., Timonium, MD, 21093 for replacement of **all** single pane windows with new double pane energy efficient composite wood hung windows consistent with existing windows; no brick work necessary, situated at the Scranton School District Administration Building, 425 N. Washington Avenue, Scranton, PA 18503

A Certificate of Appropriateness was issued for project listed and has received approval from the HARB as long as project falls in line with any zoning following a presentation at their meeting on February 8, 2018.

Please prepare the necessary submission to City Council for review and passage. Thank you in advance for your attention regarding this matter.

/mpd
encl.

Historical Architecture Review Board

City Hall . 340 North Washington Avenue . Scranton, PA 18503

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Building address: 425 N Washington Ave Scranton, PA18503

Owner of building: Scranton School District

Owner's address: 425 N Washington Ave Scranton, PA 18503

Applicant: Global Energy Services, LLC

Applicant's address: 20 W Aylesbury Rd Timonium, MD 21093
Street and number City State Zip

Tax Identification #: 34-2066234

Note: Application form, photographs and required drawings are to be submitted to the City of Scranton's Department of Licensing, Inspections and Permits (340 N Washington Ave, City Hall 4th floor, Scranton, PA 18503) no later than 12:00 noon on the first Monday of the month in order to be placed on the agenda for that month's meeting. All information must be completed in full or it will be not be placed on the agenda or considered for approval, this application will be labeled invalid and will need to be refilled.

1. PHOTOGRAPHS - Photographs of your building and neighboring buildings must accompany your application.

2. TYPE OF WORK PROPOSED – Check all that apply. Please bring any samples or manufactures specifications for products you will use in this project.

- | | |
|---|---|
| <input type="checkbox"/> Trim and decorative woodwork | <input type="checkbox"/> Skylights |
| <input type="checkbox"/> Siding and Masonry | <input type="checkbox"/> Metal work |
| <input type="checkbox"/> Roofing, gutter and downspout | <input type="checkbox"/> Light fixtures |
| <input checked="" type="checkbox"/> Windows, doors, and associated hardware | <input type="checkbox"/> Signs |
| <input type="checkbox"/> Storm windows and storm doors | <input type="checkbox"/> Demolition |
| <input type="checkbox"/> Shutters and associated hardware | <input type="checkbox"/> Other _____ |

3. DRAWINGS OF PROPOSED WORK – Required drawings must accompany your application. Please submit ten (10) copies of 8-1/2"x 11" or 11" x 17" drawings.

- ☒ Alteration, renovation, restoration (1/4 or 1/8"=1'0" scale drawings required IF walls or openings altered.)
- ☐ New addition (1/4" or 1/8"=1'0" scale drawings: elevations, floor plans, site plan)
- ☐ New building or structure (1/4" or 1/8"=1'0" scale drawings: elevations, floor plans, site plan)
- ☐ Demolition, removal of building features or building (1/4" or 1/8"=1'0" scale drawings: elevation of remaining site and site plan)

4. **DESCRIBE PROJECT** - Describe any work checked in #2 and #3 above. Attach additional sheets as needed.
Replacement of 190 each windows with new composite wood double hung windows. Spec sheets and picture attached.

5. **BUILDING USE** - Describe the current use and the proposed use of this property. Attach additional sheets as needed.

No Change

6. **APPLICANT'S SIGNATURE:** _____ **Date:** _____

DO NOT WRITE BELOW THIS LINE: FOR COMMISSION USE ONLY

Presented at Commission Meeting on: February 8, 2018

Reviewed by: HARB Date: 2/8/18

Commission Recommendations:

HARB approves with a majority vote the replacement of all single pane windows with double pane energy efficient composite wood hung windows, consistent with existing windows; no brick work necessary.

Additional Comments:

Commission Members:

John Moore / Chairman

Lee Borthwick, PE; Dr. Peter Cupple; Wayne Evans; Richard Leonori, AIA; William Lesniak; Michael Muller; Ella Rayburn; Ralph Scartell







Sales & Administrative Offices:
322 Laurel Street • P.O. Box 708 • Pittston, PA 18640
570-655-2811 • 800-338-9997 • FAX: 570-655-3422
E-Mail: sales@interstatebldg.com

Window Manufacturing Plant:
3000 North Township Boulevard • Pittston, PA 18640
570-655-8496 • FAX: 570-655-3242

Series 1700
4 9/16
Composite Wood
Sloped Sill, Tilt Double Hung Window
Architectural Specifications

Part 1: Products: a) Composite Wood replacement/New Construction windows shall be similar to INTERSTATE 9400 series double hung window as manufactured by INTERSTATE Building Materials, Inc., Pittston Twp., PA.

Part 2: Testing: a) Windows have been structurally tested and certified by independent testing laboratories and meet or surpass AAMA/WDMA/CSA 101/S.2/A440-05 grade *H-LC30 performance requirements. Air infiltration shall not exceed 0.14 cfm/ft at 25 mph. ASTM E 2068 operating force not to exceed 15 lbf.

b) The window shall have a U value not to exceed X (see options below), R-value not to exceed X (see options below), SHGC (Solar Heat Gain Coefficient) not to exceed X (see options below) and VT (Visible Light Transmittance) not to exceed X (see options below), tested in accordance with NFRC 100-97 & 200.c) Windows have been thermally tested to National Fenestration Rating Council NFRC 100-97 & 200 test methods based on the window unit (not center of glass), and residential values, and are certified by independent testing laboratories to meet or exceed the architect's choice of the glass options shown below:

Series	Glass Options	U-Value	U-Value Grids	SHGC	SHGC Grids	VT	VT Grids
Double Hung	CG7036 LowE/Argom	0.25	0.25	0.27	0.24	0.49	0.47
	Duel Enery Saver IS LowE/Argon	0.21	0.22	0.27	0.24	0.48	0.42
	Fuel Saver Triple Pane LowE/Double Argon	0.19	0.19	0.22	0.20	0.39	0.34
	Fuel Saver Triple Pane LowE/Argon/Krypton	0.17	0.17	0.21	0.19	0.39	0.34

d) Window manufacturer shall certify that windows are US Department of Energy; Energy Star qualified with optional RLE 71/38 Low E/argon gas filled insulated glass.

Part 3: Materials: 1) CompositWood Profiles: Window extrusions shall be extruded from high quality, proprietary blend of specialty polymer and acrylic resins , creating an engineered composite, solid core material and shall confirm to AAMA/WDMA/CSA 101/L.S2/A440-05. Extrusions for all window styles utilized on the project shall have a flat traditional wood like exterior

profile with a permanent color surface technology called SuperCap which is fused to the core material during the extrusion process to create a durable, high impact weatherable and fade resistant surface. SuperCap finish is available in White on both the interior and exterior. Additional SuperCap colors of Dark Bronze, Adobe, Brick Red and Hunter Green are available on the exterior on a per job basis along with 10 standard factory painted finishes or a virtually unlimited custom color option. Interior finish could be white SuperCap along with a real Clear Pine laminate, which is stainable or paintable.

A) CompositWood Profile performance

A1) ASTM D570 Methodology:

Water Absorption % Mass <2.3%

Water Absorption % Thickness <1.0%

A2) ASTM D 363 Surface Hardness:

>8H in Pencil Hardness

A3) ASTM 4216 Dent Resistance:

Impact Strength >300 in-lb./in

A4) AAMA 308 Average (Maximum % Shrink Requirements):

Shrinkage % average <1.3%

Shrinkage % Maximum <1.5%

A5) ASTM D4060 Abrasion Test:

Pass

A6) ASTM D1037 Screw Retention:

>600 lbs/inch,face

A7) K Value (Energy Transfer):

< .37 BTU.inch/hour.ft².f⁰

2) Fasteners are to be stainless; cadmium plated or zinc plated steel.

3) Hardware: 1. Tilt latches are to be acetal, nylon, PVC, or polycarbonate with stainless steel springs. Tilt latches are to be completely housed within the window sash members; only the thumb latch mechanism is to be raised externally above the sash to allow for easy operation of the tilt-latch mechanism.

4. Sash Lift Rail: The lower lift rail is designed with a recessed finger pull extruded directly into the profile running the complete width of the sash creating a clean wood like appearance. The upper sash will be constructed without a lift handle as a standard with an optional applied handle. Optional factory applied cadmium plated steel pulls are available in multiple powder coated colors upon request.

5. Window locks are to be cam action positive locks of cadmium plated steel, with powder coated finish to match the window color and shall be routed into the profile and fastened to the sash using stainless steel fasteners. Keepers are to be routed into the face of the profile, fastened to the profile using stainless steel fasteners and attached in such a way as not to eliminate continuous interlock.

6. Balances are to be INTERSTATE "Light LiftII®" type coil balance, 301 high yield stainless type with no tensioning required and allow for a uniform load throughout sash travel. Balance cases are to be molded from acetal for its superior lubricous qualities. The coil balance system is to be comprised of the following: i) one or more 2-piece acetal housings which encase the stainless steel coils; ii) 301 high yield stainless steel coil springs with sufficient strength to hold the sash stationary in any position; iii) stamped aluminum mounting bracket to affix the coils to the window jamb frame; iv) balances are to be mounted in such a way that the fabricated end of the coil is attached to the window jamb frame with the metal bracket, allowing the acetal housing and stainless steel coil to move vertically within the window jamb frame balance track together with the vertical movement of

the window sash.e) Balance shoes are to be constructed of molded nylon 6/6 type 6601-L lubricating nylon type with zinc plated, cadmium plated or stainless steel balance hooks and tilt pins.

7. Jamb adjuster screws, if used, are to be cadmium, zinc plated, or stainless steel.

8. Balance plugs are to be installed in the bottom sash tracks, above each balance housing and are to be designed to tightly fit within the window jamb balance track frame. Balance plugs are to be made of a 1" thick high density felt and are to move vertically within the window jamb frame together with the window sash movement. Balance plugs are to be long lasting and prevent the excessive passage of air from the window jamb balance track into the building.

9. Weatherstrip - All windows are to be weatherstripped with a combination of hollow, or foam filled bulbs along with finseal/pile construction of polypropylene and conforming to AAMA 701.2 standards.

10. Insect screens shall be constructed with extruded aluminum frames for full and half screens, painted to match windows and with fiberglass mesh screen cloth. Screens are to be held securely in place by spring clips and which are mounted on one side of the screen frame and are to be easily removed. Insect screens are intended to provide reasonable insect control and are not for the purpose of providing security or to prevent intentional or accidental human passage or penetration.

Part 4: Construction: a) Structural Members:

1) Reinforcing members, where used, are .260 and .135 thick aluminum extrusions attached to the profiles using stainless steel fasteners and attached in a way to be un-seen to maintain a clean appearance.

2) Frames will have a factory fusion welded at the head with the sill being mechanically and chemically attached. Frames of multiple units are to be joined with structural mull system utilizes a snap-in composite extrusions with each frame fastened through their profile into the opposite frame. Main frame jamb width is to be 4 9/16.

3) Sill is a true slope design with a water dam leg, which is sealed its entire height.

Part 5: Fabrication: a) All frame and sash members are to be secured with either mortise & tenon or biscuit joined, chemically welded and stainless fasteners. Sashes are to have weep holes to evacuate any water that may enter the sash to help prevent glass failure. b) All mechanical fasteners are to be installed in a structurally sound fashion so as to present a smooth clean appearance and are concealed wherever possible.

c) Glass is to be held in place by PVC snap-in glazing beads, which are to be located on exterior of sash, and is to be wet glazed to the sash with Tremglaze-S300 brand or equal silicone sealant.

Part 6: Glass and Glazing: a) Glass and glazing: Windows are all factory glazed with sealed insulated glass. Glass units must be job site replaceable from inside of building.

b) Glass installed in the window units meet Federal Specification - FS-DD-G-451D and is of glazing quality.

c) Safety glazings meet requirements of CPSC-16CFR-1201 and ANSI Z97.1.

d) Insulating glass units are to be assembled with TruSeal's Duralite®, an insulating glass edge seal system constructed using a unique Composite Laminating Technology. Duralite is preassembled with proven components, sealant, spacer and desiccant to create a high-performance durable spacer system.

Certification Standards

> EN-1279:2002 Parts 2, 3, 4, Part 6 B & C

> ASTM E2190

> ASTM E774 level CBA

> CGSB 12.8-97

> GOST 24866-99

Part 7: Delivery, Storage and Handling: a) Windows are to be fully plastic wrap packaged to provide protection from normal shipping and handling practices. b) Windows are to be stored inside a clean, well-drained, well ventilated area free of dust and corrosive fumes. Windows must not be stored above 120°F.

c) Windows are to be stacked vertically on edge so that water cannot accumulate on or within materials.

d) Windows may not be stored in direct sunlight when covered with plastic wrapping.

Part 8: Installation: a) Preparation: All rough openings shall be dimensionally square, plumb, level, clean and provide a solid anchoring surface in accordance with INTERSTATE installation instructions.

b) Windows shall be installed only by skilled tradesmen in accordance with the manufacturer's instructions and shop drawings.

c) Windows shall be sealed around the head, sill and side frame members in a weathertight fashion in accordance with the manufacturer's instructions. Sealant shall have a dynamic movement capability of at least +/-50% and an outdoor weathering life of 10 years or more. Sealant is to be Tremglaze-S300 brand, or equal, that is compatible with and adheres to vinyl framing and existing materials.

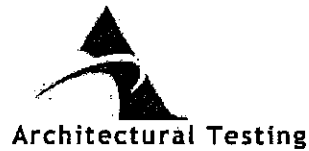
Part 9: Warranty: a) CompositWood SuperCap main frame and sash profiles carry a Life Time warranty not to rot, pit, corrode, peel, blister or subject to insect decay. **Factory painted** custom colors are warrantied for **15 years** from date of manufacture.

b) **Insulated glass** shall carry a **20 year warranty** not to show material obstruction of vision resulting from film formation caused by moisture between the glass panes due to failure of the airtight seal under normal use and service.

Interstate Building Materials, Inc.
12-2013

-END-

12/2013



TEST REPORT

Report No.: B2149.05-250-44

Rendered to:

INTERSTATE BUILDING MATERIALS, INC.
Pittston, Pennsylvania

PRODUCT TYPE: PVC Double Hung Window
SERIES/MODEL: 9400 DH

SPECIFICATION: AAMA/WDMA/CSA 101/1.S.2/A440-08, *NAFS - North American
Fenestration Standard/Specification for Windows, Doors, and Skylights*

Test Dates: 08/02/11
Through: 08/03/11
Report Date: 11/15/12
Test Record Retention Date: 08/03/15

Summary of Results

Summary of Results	
Title	Test Specimen #1
Primary Product Designator	Class LC – PG25 1219 x 2032 (48 x 80)
Design Pressure	±1680 Pa (±25.06 psf)
Air Infiltration	0.7 L/s/m ² (0.14 cfm/ft ²)
Water Penetration Resistance Test Pressure	220 Pa (4.60 psf)

Summary of Results	
Title	Test Specimen #2
Primary Product Designator	Class LC – PG30 1219 x 2032 (48 x 80)
Design Pressure	±1440 Pa (±30.08 psf)
Air Infiltration	0.7 L/s/m ² (0.14 cfm/ft ²)
Water Penetration Resistance Test Pressure	220 Pa (4.60 psf)

Summary of Results	
Title	Test Specimen #3
Primary Product Designator	Class LC – PG30 1118 x 1600* (44 x 63)*
Design Pressure	±1440 Pa (±30.08 psf)
Air Infiltration	0.6 L/s/m ² (0.11 cfm/ft ²)
Water Penetration Resistance Test Pressure	260 Pa (5.43 psf)

Test Completion Date: 08/03/2011

Reference must be made to Report No. B2149.05-250-44, dated 11/15/12 for complete test specimen description and detailed test results.



- 1.0 Report Issued To:** Interstate Building Materials
322 Laurel Street
Pittston, Pennsylvania
- 2.0 Test Laboratory:** Architectural Testing, Inc.
10 Tracy Road
Chelmsford, Massachusetts 01824
978-244-9300

3.0 Project Summary:

3.1 Product Type: PVC Double Hung Window

3.2 Series/Model: 9400 DH

3.3 Compliance Statement: Results obtained are tested values and were secured by using the designated test methods. The specimens tested successfully met the performance requirements for the following ratings: Test Specimen #1: **Class LC - PG25 1219 x 2032 (48 x 80)**; Test Specimen #2: **Class LC - PG30 1219 x 2032 (48 x 80)**; Test Specimen #3: **Class LC - PG30 1118 x 1600* (44 x 63)***.

***General Note:** An asterisk (*) next to the size designation indicates that the size tested for optional performance was smaller than the Gateway test size for the product type and class.*

This product was originally tested as the Mikron Industries, Inc. Series/Model 1700 TDH, PVC Double Hung Window and is a reissue of the original Report No. B2149.01-250-44. This report is reissued in the name of Interstate Building Materials, Inc. through written authorization by Mikron Industries, Inc.

3.4 Test Dates: 08/02/2011 - 08/03/2011

3.5 Test Location: Architectural Testing, Inc. test facility in Chelmsford, Massachusetts.

3.6 Test Sample Source: The test specimens were provided by the client. Representative samples of the test specimens will be retained by Architectural Testing for a minimum of four years from the test completion date.

3.7 Drawing Reference: The test specimen drawings have been reviewed by Architectural Testing and are representative of the test specimen(s) reported herein. Test specimen construction was verified by Architectural Testing per the drawings located in Appendix B. Any deviations are documented herein or on the drawings.

3.8 List of Official Observers:

<u>Name</u>	<u>Company</u>
Rob Schrader	Mikron Industries, Inc.
Robert Meegan	Architectural Testing, Inc.
Daniel Carroll	Architectural Testing, Inc.

4.0 Test Specification:

AAMA/WDMA/CSA 101/1.S.2/A440-08, *NAFS - North American Fenestration Standard/Specification for Windows, Doors, and Skylights*

5.0 Test Specimen Description:

5.1 Product Sizes:

Test Specimen #1:

Overall Area: 2.5 m ² (26.7 ft ²)	Width		Height	
	millimeters	inches	millimeters	inches
Overall size	1219	48	2032	80
Exterior sash	1140	44 - 1/4	997	38 - 1/2
Interior sash	1124	44 - 7/8	998	39 - 1/4
Screen	1133	44 - 5/8	1965	77 - 3/8

Test Specimen #2:

Overall Area: 2.5 m ² (26.7 ft ²)	Width		Height	
	millimeters	inches	millimeters	inches
Overall size	1219	48	2032	80
Exterior sash	1140	44 - 1/4	997	38 - 1/2
Interior sash	1224	44 - 7/8	998	39 - 1/4
Screen	1133	44 - 5/8	1965	77 - 3/8

Test Specimen #3:

Overall Area: 1.8 m ² (19.3 ft ²)	Width		Height	
	millimeters	inches	millimeters	inches
Overall size	1118	44	1600	63
Exterior sash	1130	40 - 1/4	1613	30
Interior sash	1041	41	775	30 - 1/2
Screen	1038	40 - 7/8	1537	60 - 1/5

5.0 Test Specimen Description: (Continued)

Unless otherwise stated, the following descriptions apply to all specimens.

5.2 Frame Construction:

Frame Member	Material	Description
Jambs, Head and sill	PVC	Extruded PVC

	Joinery Type	Detail
Sill corners	Interlocking cut	Jambs, head and sill members were cut at the corners to allow an interlocking connection. The corners were fastened with three #8 x 1 - 1/2" pan head screws.
Head corners	Thermal weld	Thermally welded with mitered corners

5.3 Sash Construction:

Sash Member	Material	Description
Stiles and rails	PVC	Extruded PVC

	Joinery Type	Detail
All corners	Interlocking cut	The stiles and rails were custom cut to allow an interlocking connection. The corners were fastened with one #8 x 2" pan head screw.

5.4 Weatherstripping:

Description	Quantity	Location
Bulb gasket	1	Sill riser
Pile with center fin	3 rows	Jambs
Pile with center fin	2 rows	Head
Bulb gasket	2 rows	Top rail of top sash
Bulb gasket	1 row	Bottom rail of top sash
Bulb gasket	1 row	Bottom rail of bottom sash

5.5 Glazing:

Glass Type	Spacer Type	Interior Lite	Exterior Lite	Glazing Method
7/8" IG	Foam backed with corrugated plastic	1/8 clear annealed	1/8 clear annealed	Glazed from the interior, set against rigid vinyl glazing beads with foam glazing tape.

5.6 Drainage:

Drainage Method	Size	Quantity	Location
Sloped sill	NA	1	Sill

5.7 Hardware:

Description	Quantity	Location
Cam lock and keeper	2	Meeting rail
Balance	2	Left and right jambs
Tilt latch	4	Two per sash
Pivot bar	4	Two per sash

5.8 Reinforcement:

Test Specimen #1: No Reinforcement

Test Specimen #2:

Drawing Number	Location	Material
83401	Locking rails	Aluminum

Test Specimen #3:

Drawing Number	Location	Material
83401	All Rails	Aluminum

5.9 Screen Construction:

Frame Material	Corner Construction	Mesh Type	Mesh Attachment Method
Aluminum	Keyed	Fiberglass	Flexible vinyl spline

6.0 Installation:

The specimen was installed into a 2 x 8 Spruce-Pine-Fir wood buck. The rough opening allowed for a 1/8" shim space. The exterior perimeter of the window was sealed with silicone.

Location	Anchor Description	Anchor Location
Nailing fin	1 - 5/8 drywall screw	Spaced 6 on center along the nail fin.
Left and right jambs	#10 x 3 flat head screw	Three inches down from the head, midpoint and three inches above the sill on each jamb.

7.0 Test Results: The temperature during testing was 27°C (81°F). The results are tabulated as follows:

Test Specimen #1:

Title of Test	Results	Allowed	Note
Operating Force, per ASTM E 2068	Initiate motion: 67 N (15 lbf) Maintain motion: 67 N (15 lbf)	Report Only 155 N (35 lbf) max.	
	Locks: 13 N (3 lbf)	155 N (22.5 lbf) max.	
Air Leakage, Infiltration per ASTM E 283 at 75 Pa (1.57 psf)	0.5 L/s/m ² (0.11 cfm/ft ²)	1.5 L/s/m ² (0.3 cfm/ft ²) max.	1
Water Penetration, per ASTM E 547	N/A	N/A	3
Uniform Load Deflection, per ASTM E 330	N/A	N/A	3
Uniform Load Structural, per ASTM E 330	N/A	N/A	3
Forced Entry Resistance, per ASTM F 588, Type: A - Grade: 10	Pass	No entry	
Thermoplastic Corner Weld	Pass	Meets as stated	
Deglazing, per ASTM E 987 Operating direction, 320 N (70 lbf) Remaining direction, 230 N (50 lbf)	Pass	Meets as stated	
	Pass	Meets as stated	

7.0 Test Results: (Continued)

Test Specimen #1: (Continued)

Optional Performance			
Water Penetration, per ASTM E 547 at 220 Pa (04.59 psf)	Pass	No leakage	2
Uniform Load Deflection, per ASTM E 330 taken at meeting rail +1200 Pa (+25.06 psf) -1200 Pa (-25.06 psf)	11.4 mm (0.45") 25.7 mm (1.01")	Report Only	3, 4, 5
Uniform Load Structural, per ASTM E 330 taken at meeting rail +1800 Pa (+37.59 psf) -1800 Pa (-37.59 psf)	0.5 mm (0.02") 0.3 mm (0.01")	4.6 mm (0.18") max. 4.6mm (0.18") max.	4, 5

Test Specimen #2:

Title of Test	Results	Allowed	Note
Operating Force, per ASTM E 2068	Initiate motion: 67 N (15 lbf) Maintain motion: 67 N (15 lbf)	Report Only 155 N (35 lbf) max.	
	Locks: 13 N (3 lbf)	155 N (22.5 lbf) max.	
Air Leakage, Infiltration per ASTM E 283 at 75 Pa (1.57 psf)	0.5 L/s/m ² (0.11 cfm/ft ²)	1.5 L/s/m ² (0.3 cfm/ft ²) max.	1
Water Penetration, per ASTM E 547	N/A	N/A	3
Uniform Load Deflection, per ASTM E 330	N/A	N/A	3
Uniform Load Structural, per ASTM E 330 Forced Entry Resistance, per ASTM F 588, Type: A - Grade: 10	N/A Pass	N/A No entry	3

7.0 Test Results: (Continued)

Test Specimen #2: (Continued)

Thermoplastic Corner Weld Deglazing, per ASTM E 987 Operating direction, 320 N (70 lbf)	Pass	Meets as stated	
	Pass	Meets as stated	
Remaining direction, 230 N (50 lbf)	Pass	Meets as stated	
Deglazing, per ASTM E 987 Operating direction, 320 N (70 lbf) Remaining direction, 230 N (50 lbf)	Pass	Meets as stated	
	Pass	Meets as stated	
Optional Performance			
Water Penetration, per ASTM E 547 at 220 Pa (04.59 psf)	Pass	No leakage	2
Uniform Load Deflection, per ASTM E 330 taken at meeting rail +1440 Pa (+30.08 psf) -1440 Pa (-30.08 psf)	15.5 mm (0.65") 22.9 mm (0.90")	Report Only	3,4,5
Uniform Load Structural, per ASTM E 330 taken at meeting rail +2160 Pa (+45.11 psf) -2160 Pa (-45.11 psf)	1.5 mm (0.06") 0.8 mm (0.03")	4.6 mm (0.18") max. 4.6 mm (0.18") max.	4, 5

7.0 Test Results: (Continued)

Test Specimen #3:

Title of Test	Results	Allowed	Note
Operating Force, per ASTM E 2068	Initiate motion: 67 N (15 lbf) Maintain motion: 67 N (15 lbf) Locks: 13 N (3 lbf)	Report Only 155 N (35 lbf) max. 155 N (22.5 lbf) max.	
Air Leakage, Infiltration per ASTM E 283 at 75 Pa (1.57 psf)	0.6 L/s/m ² (0.11 cfm/ft ²)	1.5 L/s/m ² (0.3 cfm/ft ²) max.	1
Water Penetration, per ASTM E 547	N/A	N/A	3
Uniform Load Deflection, per ASTM E 330	N/A	N/A	3
Uniform Load Structural, per ASTM E 330	N/A	N/A	3
Forced Entry Resistance, per ASTM F 588 Type: A - Grade: 10	Pass	No entry	
Thermoplastic Corner Weld	Pass	Meets as stated	
Deglazing, per ASTM E 987 Operating direction, 320 N (70 lbf)	Pass	Meets as stated	
Remaining direction, 230 N (50 lbf)	Pass	Meets as stated	

7.0 Test Results: (Continued)

Test Specimen #3: (Continued)

Optional Performance			
Water Penetration, per ASTM E 547 331 at 260 Pa (5.43 psf)	Pass	No leakage	2
Uniform Load Deflection, per ASTM E 330 taken at meeting rail +1440 Pa (+30.08 psf) -1440 Pa (-30.08 psf)	8.1 mm (0.32") 12.2 mm (0.48")	Report Only	4, 5, 6
Uniform Load Structural, per ASTM E 330 taken at meeting rail +2160 Pa (+45.11 psf) -2160 Pa (-45.11 psf)	0.5 mm (0.02") 0.5 mm (0.02")	4.0 mm (0.16") max. 4.0 mm (0.16") max.	5, 6

Note 1: The tested specimen meets (or exceeds) the performance levels specified in AAMA/WDMA/CSA 101/LS.2/A440 for air leakage resistance.

Note 2: With and without insect screen.

Note 3: The client opted to start at a pressure higher than the minimum required. Test results are reported under Optional Performance.

Note 4: The deflections reported are not limited by AAMA/WDMA/CSA 101/LS.2/A440 for this product designation. The deflection data is recorded in this report for special code compliance and information only.

Note 5: Loads were held for 10 seconds.

Note 6: Tape and film were used to seal against air leakage during structural testing. In our opinion, the tape and film did not influence the results of the test.



Test Report No.: B2149.05-250-44
Report Date: 11/15/12
Test Record Retention End Date: 08/03/15
Page 11 of 11

This report is reissued in the name of Interstate Building Materials, Inc. through written authorization by Mikron Industries, Inc. to whom the original report was rendered. The original Mikron Industries, Inc. Report No. is B2149.01-250-44.

The service life of this report will expire on the stated Test Record Retention End Date, at which time such materials as drawings, data sheets, samples of test specimens, copies of this report, and any other pertinent project documentation, shall be discarded without notice.

If test specimen contains glazing, no conclusions of any kind regarding the adequacy or inadequacy of the glass in any glazed test specimens can be made. This report does not constitute certification of this product nor an opinion or endorsement by this laboratory. It is the exclusive property of the client so named herein and relates only to the specimens tested. This report may not be reproduced, except in full, without the written approval of Architectural Testing, Inc.

For ARCHITECTURAL TESTING, Inc.

A handwritten signature in black ink that reads "Dan Carroll /dr".

Digitally Signed by: Diane Robitaille for Dan Carroll

Dan Carroll
Technician

A handwritten signature in black ink that appears to read "J.P. McDonald".

Digitally Signed by: JP McDonald

J.P. McDonald
Director - Regional Operations

RM:DC;JPM:dr

Attachments (pages): This report is complete only when all attachments listed are included.

Appendix-A: Alteration Addendum (1)

Appendix-B: Drawings (17)

This report produced from controlled document template ATI 00438, issued 04/26/11.



Test Report No.: B2149.05-250-44
Report Date: 11/15/12
Test Record Retention End Date: 08/03/15

Revision Log

<u>Rev. #</u>	<u>Date</u>	<u>Page(s)</u>	<u>Revision(s)</u>
0	11/15/12	N/A	Original Report Issue



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Appendix A

Alteration Addendum

***Note:** No alterations were required.*



Test Report No.: B2149.05-250-44
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Appendix B

Drawings

Nominal Window Size : 36.0" x 60.0"

Cut Back From Rough Opening : .500"

DESCRIPTION	PART#	QTY	LOGIC	CUT LENGTH	FT RQRD	Lb/FT	\$/ft	TOTAL lbs	TOTAL \$
Head	10218	1	W	35.500"	2.958'				
Sill	8867	1	W - 1.126	34.374"	2.865'				
Jamb	10218	2	H	59.500"	9.917'				
Lower Jamb Cover	10220	2	H/2 - .980	28.770"	4.795'				
Upper Jamb Cover (vert)	10222	2	H/2 - .743	29.007"	4.835'				
Upper Jamb Cover (horiz)	10222	1	W - 2.294	33.206"	2.767'				
Head Insert	10040	1	W - 2.940	32.560"	2.713'				
Lower Vent Lift Rail	8336	1	W - 3.150	32.350"	2.696'				
Lower Vent Interlock	8338	1	W - 3.150	32.350"	2.696'				
Lower Vent Stile	8340	2	H/2 - 3.570	26.180"	4.363'				
Upper Vent Lift Rail	8336	1	W - 3.774	31.726"	2.644'				
Upper Vent Interlock	8339	1	W - 3.774	31.726"	2.644'				
Upper Vent Stile	8801	2	H/2 - 3.570	26.180"	4.363'				
Lower Vent Bead (horiz)	8337	2	W - 5.230	30.270"	5.045'				
Lower Vent Bead (vert)	8337	2	H/2 - 5.430	24.320"	4.053'				
Upper Vent Bead (horiz)	8337	2	W - 5.220	30.280"	5.047'				
Upper Vent Bead (vert)	8337	2	H/2 - 5.430	24.320"	4.053'				
Balance Cover	9237	2	H/2 - 2.339	27.411"	4.569'				
Setting Block	6633	4	2.000	2.000"	0.667'				
Lift Rail Reinforcing		1		0.000"	0.000'				
Vent Interlock Rnfrng		1		0.000"	0.000'				
Vent Stile Reinforcing		2		0.000"	0.000'				
Fixed Interlock Rnfrng		1		0.000"	0.000'				
Totals									

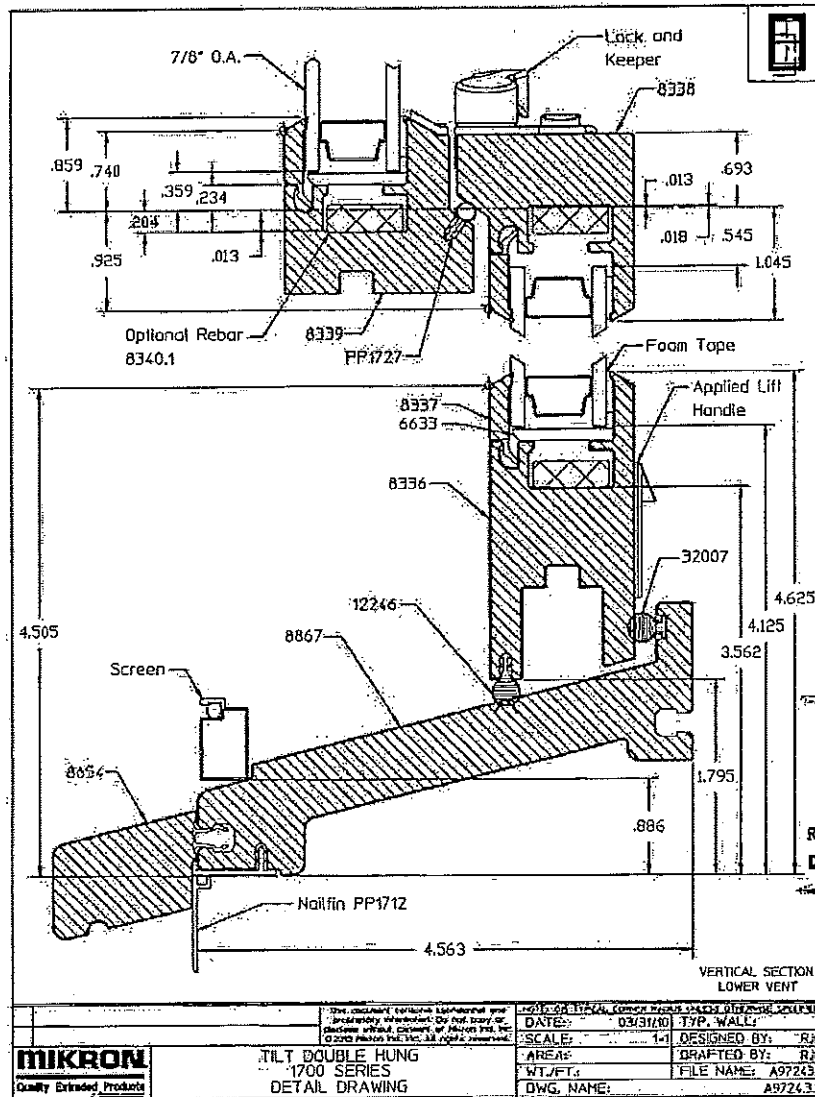
Lower Vent Glass - 7/8" I.G.	1	W - 5.462 H/2 - 4.670	30.038" 25.080"
Upper Vent Glass - 7/8" I.G.	1	W - 5.470 H/2 - 4.670	30.030" 25.080"
Finished Screen Size	1	W - 1.936 H - 2.640	33.564" 56.860"

EGRESS OPENING: 5.42 sq ft
OPENING WIDTH: 31.24 in
OPENING HEIGHT: 25.01 in
DAYLIGHT OPENING: 9.71 sq ft

Architectural Testing
 Test sample complies with these details.
 Deviations are noted.
 Report: B2149.01-250-44
 Date: 4/15
 Tech: RJC
B2149.01-250-44

NOTES: 1) Logic shown is just a guideline, it may be adjusted to suit your requirements.
 2) Logic does not include weld material. Add weld material.

MIKRON Quality Extruded Products <small>a Quaker company</small>		TILT DOUBLE HUNG (EQ. LITE) 1700 SERIES CUT LOGIC	This document contains confidential and proprietary information. Do not copy or disclose without consent of Mikron Ind. Inc. © 2009 Mikron Ind. Inc. All rights reserved.	NOTE: DISTYPICAL CORNER RADII UNLESS OTHERWISE SPECIFIED	
				DATE: 4/26/10	TYP. WALL:
				SCALE:	DESIGNED BY: RJC
				AREA:	DRAFTED BY: RJC
				WT./FT.:	FILE NAME: A97231
				DWG. NAME:	A9723.1



Architectural Testing

Test sample complies with these details.
Deviations are noted.

Report: 32149.01-250-44

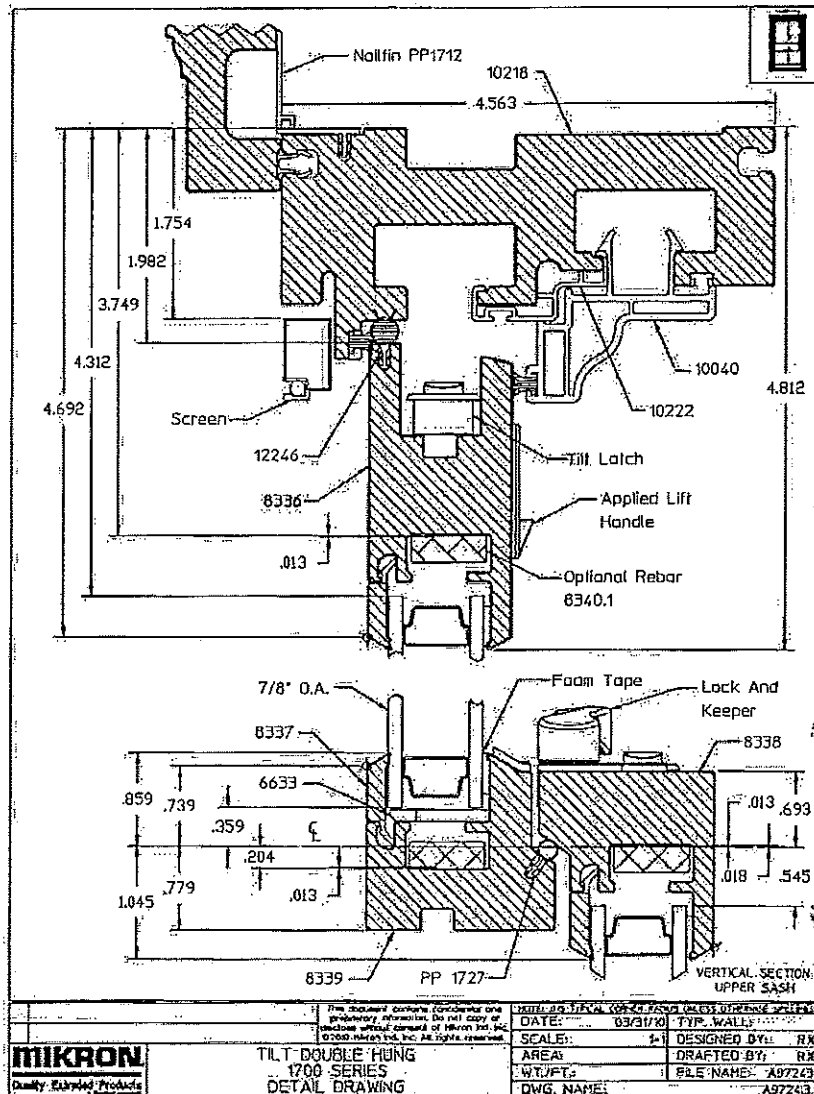
Date: 9/15/11 Tech: RJC

32149.01-250-44

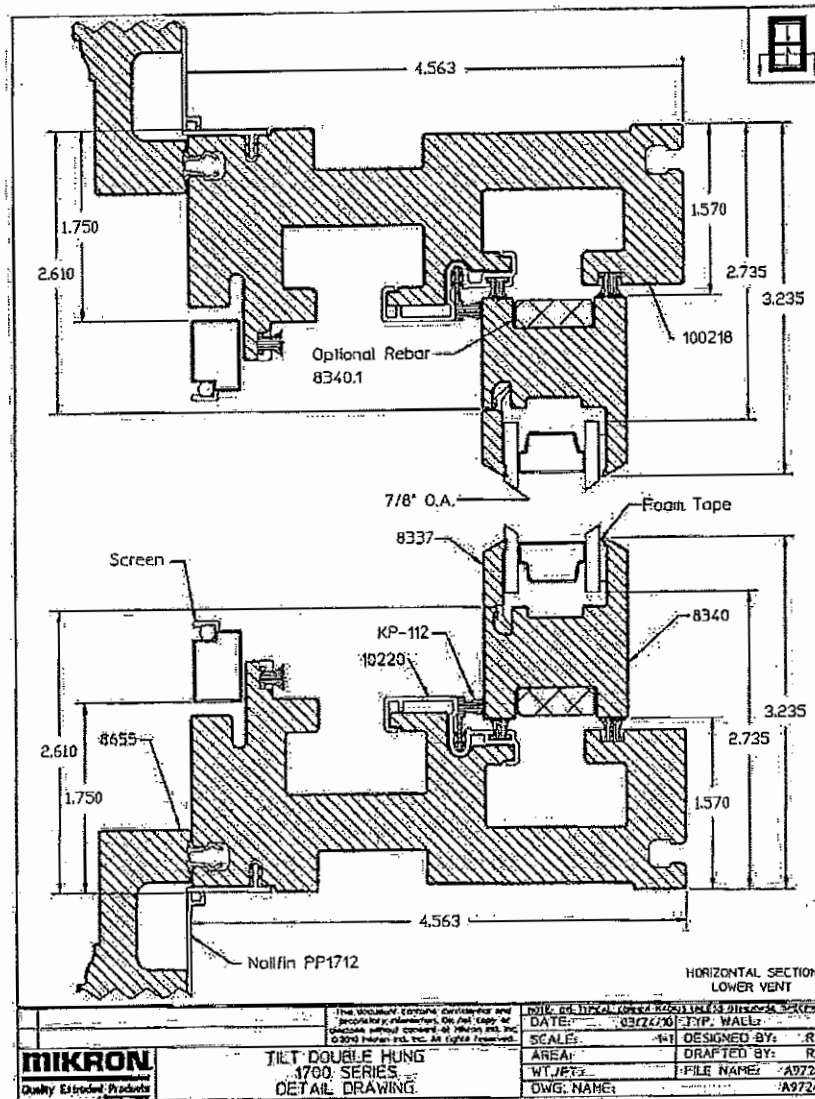
MIKRON
Quality Extruded Products

TILT DOUBLE HUNG
1700 SERIES
DETAIL DRAWING

DATE: 03/31/10 TYP. WALL
SCALE: 1/4" = 1'-0"
DESIGNED BY: RJC
DRAFTED BY: RJC
FILE NAME: A972432
DWG. NAME: A972432



Architectural Testing
 Test sample complies with these details.
 Deviations are noted.
 Report # 17011901-250-44
 Date 9/15/00 Tech LM
B2149.01-250-44

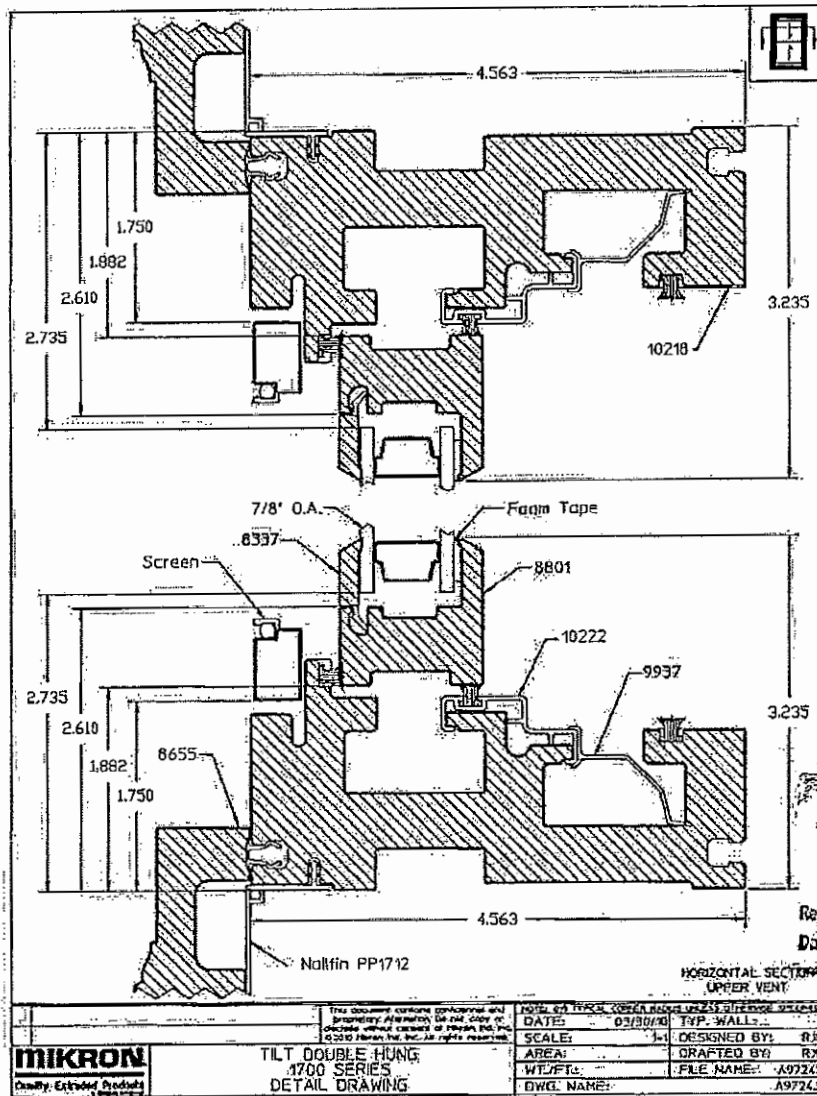


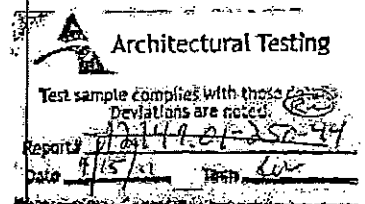
Architectural Testing

Test sample complies with these details.
Deviations are noted.

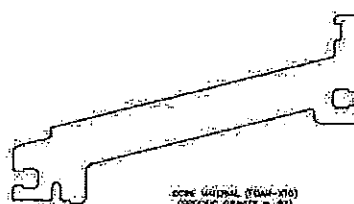
Report # B2149.01-250-44
Date 7/15/11 Tech. RA

B2149.01-250-44





32149.01-280-44



CORE WEIGHT (G) = 170
 SPECIFIC GRAVITY = 2.7
 FACTOR = 3.14 (1/12)² 2
 AREA = 5.379 IN²
 WT/IT = 265 P/G



CAR INTERIOR (SUNROOF)
SPECIFIC GRAVITY = 1.25
FACTOR = .83 2/3 (75% = .75)
EXTENSION AREA = 577 sq ft
EXTENSION WT/FT = .048 2/3
INTERIOR AREA = 106
INTERIOR WT/FT = .048

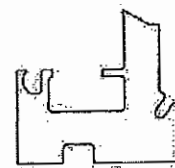
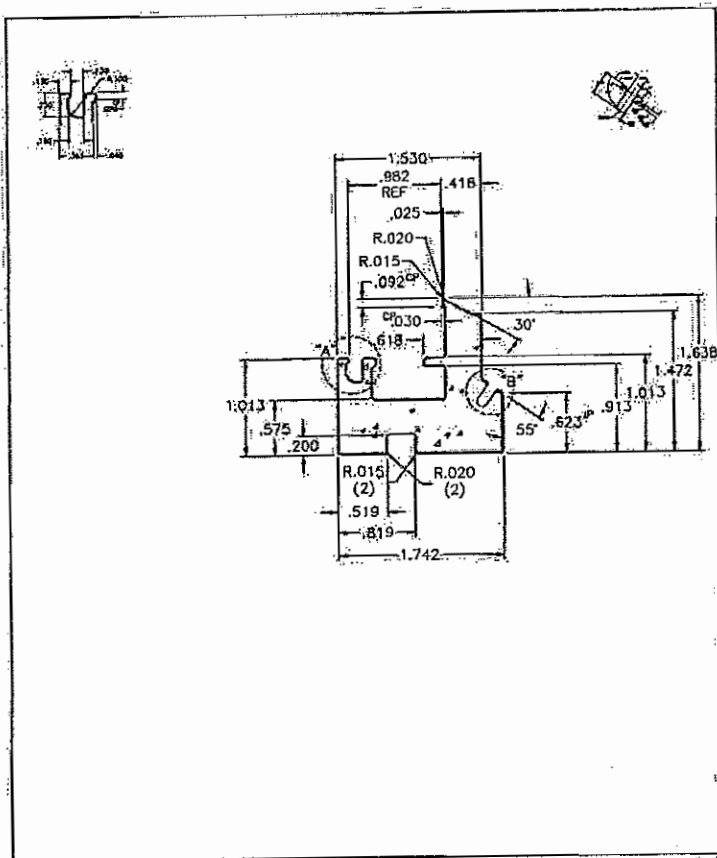
Test sample complies with these details.
Deviations are noted.

Report

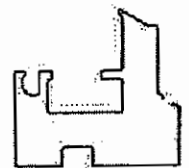
Date _____

TECH 2.0

B2149.01-250-44



CORE MATERIAL (FOAM-XTR)
 (SPECIFIC GRAVITY = .82)
 (FACTOR = 269 lb/(ft³)²)
 AREA = 1.331 ft²
 WT/FT = 1301 lb/ft



EXTERIOR MATERIAL (SUPERCAP)
 (SPECIFIC GRAVITY = 1.45)
 (FACTOR = 53 lb/(ft³)²)
 AREA = .122 ft²
 WT/FT = 391 lb/ft



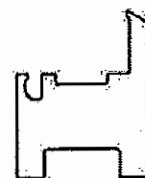
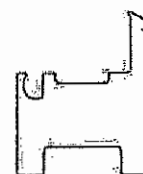
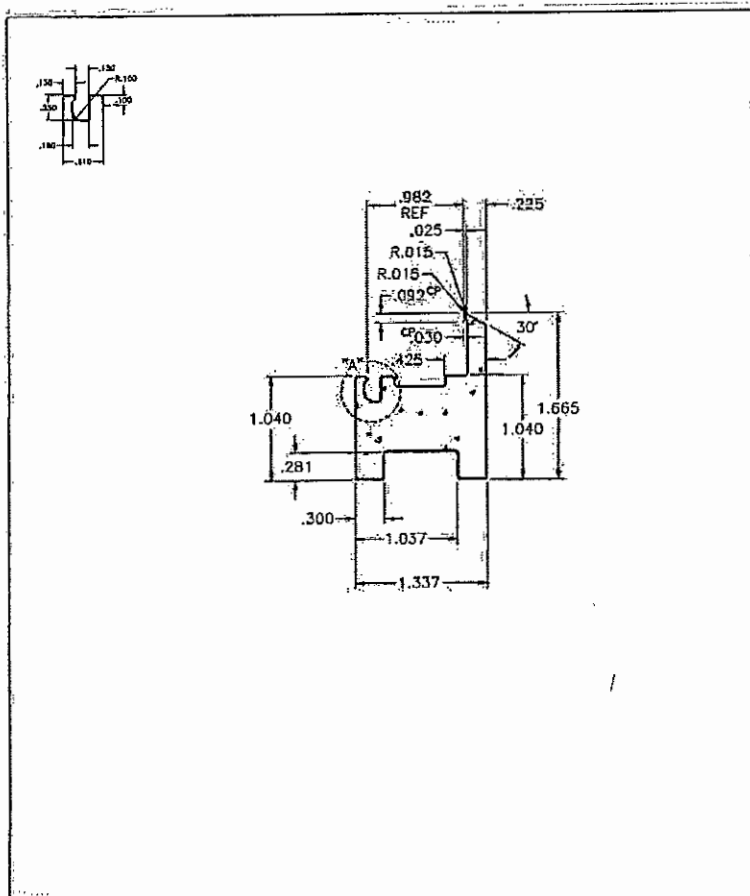
Architectural Testing

Test sample complies with these details. Deviations are noted. *Ed*

Report: 82149-01-250-44

Date: 9/15/11 By: *Ed*

82149-01-250-44



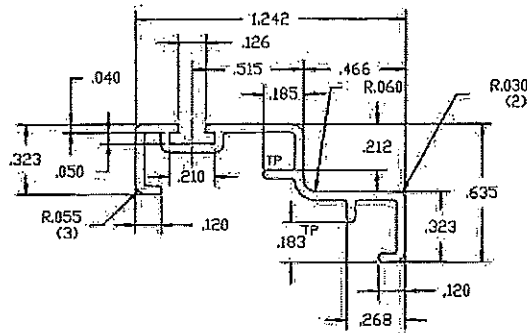
CORE MATERIAL (FOAM-XTO)
 (SPECIFIC GRAVITY = .62)
 (FACTOR = .269 lb/in²)
 AREA = 1.106 in²
 WT/FT = .298 lb/ft

CAP MATERIAL (SUPERCAP)
 (SPECIFIC GRAVITY = 1.45)
 (FACTOR = .63 lb/in²)
 AREA = .105 in²
 WT/FT = .066 lb/ft

Architectural Testing
 Test sample complies with these details.
 Deviations are noted. (60-2)
 Report# 82149.01-250-44
 Date 4/17/11 Tech. Enw
 82149.01-250-44



ACTUAL SIZE
SCALE: 1-1



NOTE: 1 TP = TANGENT POINT

UPPER JAMB COVER

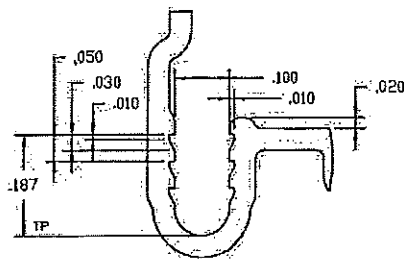
MIKRON Quality Extruded Products	DIE DRAWING	DATE: 03/09/10 SCALE: 2-1 AREA: .102 WT./FT.: .067 DWG. NAME: 10222
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Architectural Testing

Test sample complies with (has) Spec
 Deviations are noted:

Report: 52149-01-250-44
 Date: 9/17/11 Tom R...

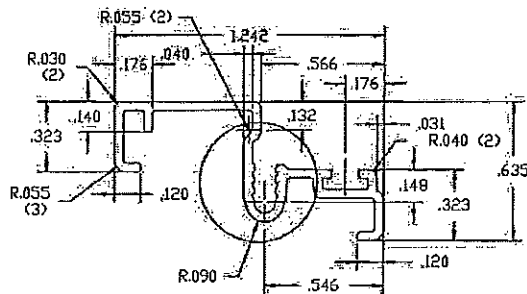
52149-01-250-44



Detail Z



ACTUAL SIZE
SCALE: 1=1



see Detail Z

Architectural Testing

Test sample complies with these details. ☒
Deviations are noted.

Report: 52149.01-250-44

Date: 9/15/11 Test: [Signature]

52149.01-250-44

NOTE: 1) TP - TANGENT POINT
2) PART WITH COLOR CAP - 10221

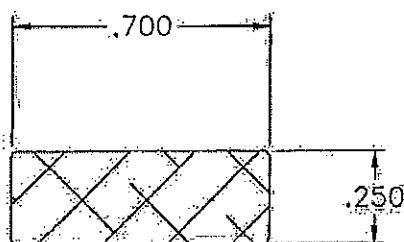
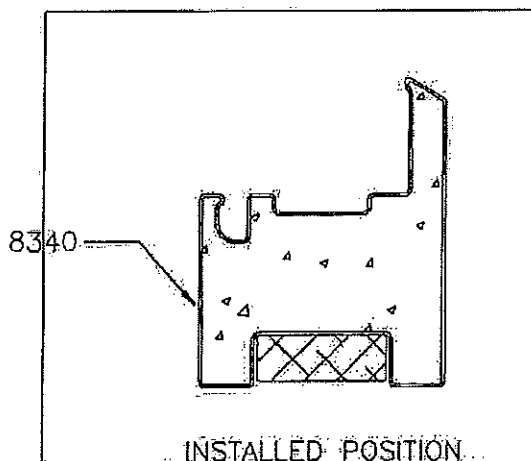
LOWER JAMB COVER

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Quality Extruded Products

DIE DRAWING

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DATE:	03/09/10	FILE NAME:	10220
SCALE:	2-1	DESIGNED BY:	RJC
AREA:	.17	DRAFTED BY:	RJC
WT./FT:	.072	FILE NAME:	10220
DWG. NAME:	10220		



Architectural Testing

Test sample complies with these details.
Deviations are noted.

Report# B249.01-250-44
Date 11/9/11 Tech JPM

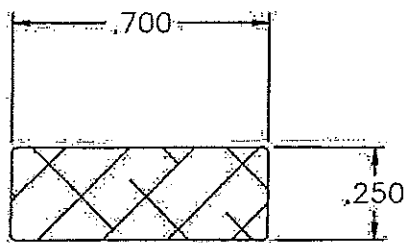
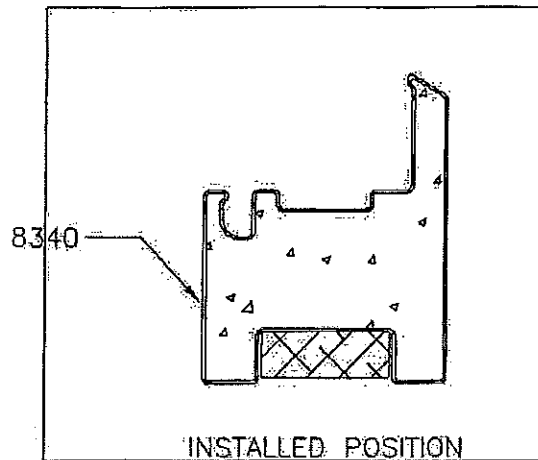
M.O.I. xx = .0009 IN.⁴
M.O.I. yy = .0071 IN.⁴

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DIE DRAWING

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NOTE: .015" TYPICAL CORNER RADIUS UNLESS OTHERWISE SPECIFIED	
DATE: 05/10/05	TYP. WALL:
SCALE: 2=1	DESIGNED BY:
AREA: .175	DRAFTED BY: RS
WT./FT.: .210	FILE NAME: 8340.1
DWG. NAME:	83401



Architectural Testing

Test sample complies with these details.
Deviations are noted.

Report# B2149.01-280-44
Date 11/9/11 Tech JPM

M.O.I._{xx} = .0009 IN.⁴
M.O.I._{yy} = .0071 IN.⁴

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NOTE: .015 TYPICAL CORNER RADIUS UNLESS OTHERWISE SPECIFIED	
DATE: 05/10/05	TYP. WALL:
SCALE: 2=1	DESIGNED BY:
AREA: .175	DRAFTED BY: RS
WT./FT.: .210	FILE NAME: 8340.1
DWG. NAME:	83401

MIKRON.

DIE DRAWING



DEPARTMENT OF LAW

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MAR 19 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

March 19, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR GLOBAL ENERGY SERVICES, 20 WEST AYLESBURY ROAD, TIMONIUM, MARYLAND, 21093, FOR REPLACEMENT OF ALL SINGLE PANE WINDOWS WITH NEW DOUBLE PANE ENERGY EFFICIENT COMPOSITE WOOD HUNG WINDOWS CONSISTENT WITH EXISTING WINDOWS; NO BRICK WORK NECESSARY, SITUATED AT THE SCRANTON SCHOOL DISTRICT ADMINISTRATION BUILDING, 425 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503.

Respectfully,

Jessica Eskra (1)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl