

AGENDA
RESCHEDULED REGULAR MEETING OF COUNCIL
March 16, 2020
6:30 PM

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES
 - 3.A MINUTES OF THE REGULAR MEETING OF THE MEMBERS OF SCRANTON HOUSING AUTHORITY HELD FEBRUARY 3, 2020.

[Scranton Housing Authority Meeting Minutes 02-03-2020.pdf](#)
 - 3.B CORRESPONDENCE RECEIVED FROM CITY COUNCIL SOLICITOR KEVIN HAYES, ESQUIRE, DATED MARCH 10, 2020 REGARDING VACANCY ON SCRANTON CITY COUNCIL.

[Correspondence received from Kevin Hayes Esq. re vacancy on City Council dated 3-6-2020.pdf](#)
 - 3.C MINUTES OF THE CIVIL SERVICE COMMISSION MEETING HELD DECEMBER 5, 2019.

[Civil Service Commission Meeting Minutes 12-5-19.pdf](#)
4. CITIZENS PARTICIPATION

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

5.A MOTIONS

- 5.B FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH THOMAS J. MCLANE & ASSOCIATES AS CITY OF SCRANTON PROJECT CONSULTANT RECREATION NEEDS ASSESSMENT AND PROJECT ACTIVITIES FOR THE PERIOD DECEMBER 1, 2019 THROUGH NOVEMBER 30, 2024.

[Resolution-2020 Contract with Thomas J. McLane & Associates.pdf](#)

- 5.C FOR INTRODUCTION – A RESOLUTION – ACCEPTING A DONATION OF FIVE THOUSAND (\$5,000.00) DOLLARS FROM THE ESTATE OF RITA BUCKLEY CONNOLLY, DECEASED, TO THE CITY OF SCRANTON FIRE DEPARTMENT.

[Resolution-2020 Donation from Estate of Rita Buckley Connolly to SFD.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A NO BUSINESS AT THIS TIME.

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A NO BUSINESS AT THIS TIME.

8. ADJOURNMENT

**MINUTES OF THE REGULAR
MEETING OF THE MEMBERS OF
SCRANTON HOUSING AUTHORITY
FEBRUARY 3, 2020**

RECEIVED
MAR 09 2020
**OFFICE OF CITY
COUNCIL/CITY CLERK**

The members of the Scranton Housing Authority met in a regular session at the office of the Authority in the City of Scranton, Pennsylvania, at 5:00 P.M. on February 3, 2020.

Pledge of Allegiance.

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

1. Roll Call.

Present

Mary Anne Sinclair
Mary Clare Kingsley
Thomas J. Galella, Jr.
Devendrabhai Dave

Absent

Terrence V. Gallagher

In addition to the board members, those in attendance were Gary P. Pelucacci, Executive Director, Karl P. Lynott, Deputy Executive Director, Boyd Hughes, Solicitor, and Ann Frye, Executive Assistant.

2. Executive Session.

Mrs. Sinclair: Executive Session.

Attorney Hughes: Yes, Madame Chairman, we discussed litigation and personnel.

Mrs. Sinclair: Thank you.

3. Approval of the minutes of the Regular Meeting held January 6, 2020.

Mrs. Sinclair: Approval of the minutes of the regular meeting held January 6, 2020.

Ms. Kingsley: So moved.

Mr. Dave: Second.

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

AYES	NAYS
Mary Anne Sinclair	None
Mary Clare Kingsley	
Thomas J. Galella, Jr.	
Devendrabhai Dave	

4. Treasurer's Report for the period January 1, 2020 to January 29, 2020.

Mrs. Sinclair: Treasurer's Report for the period January 1, 2020 to January 29, 2020.

Mr. Galella: This report is as of January 29, 2020. The balances in our checking accounts and Money Market accounts are \$5,483,191.24. The Section 8 NRA Fund has a balance of \$1,555.29. Investments made in Certificates of Deposits amounted to \$4,7079,263.36. Petty Cash totaled \$300.00, for a grand total of \$10,194,309.89. Paid bills from January 1, 2020 to January 29, 2020 were forwarded to all board members. If there are no questions, a motion should be made for approval of this report.

Mr. Dave: So moved.

Ms. Kingsley: Second.

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

AYES	NAYS
Mary Anne Sinclair	None
Mary Clare Kingsley	
Thomas J. Galella, Jr.	
Devendrabhai Dave	

5. Secretary's Report.

Mrs. Sinclair: Is there anything under Secretary's Report?

Mr. Pelucacci: There is nothing to report at this time, Madame Chairman.

6. Committee Reports.

6.(a) Chairman Report.

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

6. (b) Executive Director Report.

Mr. Pelucacci: Yes, Madame Chairman. Under our Utility Report for the month of December, 2019 our total utility cost was \$194,398.56 and for the month of January, 2020 our total utility cost was \$144,834.78.

On our Tenant's Accounts Receivable Report, for the month of November, 2019 we had a total of 322 delinquents totaling \$158,869.46; for the month of December, 2019 we had 319 delinquents totaling \$160,849.16 and for the month of January, 2020 we had 320 delinquents totaling \$163,093.18.

On our Construction Report Madame Chairman, the demolition of Building 11 at Valley View Terrace is complete except for some final grading which will take place in the spring. Also, on tonight's agenda is the awarding of a contract for asbestos abatement at Building 18 is the next building at Valley View Terrace that will undergo comprehensive modernization. The floor tiles and the mastic needs to be removed before the renovations can begin.

That is all I have, Madame Chairman.

Mrs. Sinclair: Thank you. Attorney Hughes, Solicitor's Report.

6.(c) Solicitor Report.

Attorney Hughes: Yes, Madame Chairman, since last month two cases were in court Fedorka Cabintry v. Scranton Housing Authority was dismissed with prejudice and Garanin v.

Scranton Housing Authority, Gary Pelucacci, Karl Lynott and Robert Trudnak which has been dismissed with prejudice. Also, my opinion is attached to the asbestos abatement bid opening in Item 8.(d).

Mrs. Sinclair: Thank you. Apartment Report.

6.(d) Apartments.

Mr. Pelucacci: Yes, Madame Chairman. Under our Public Housing Program, we have an A.C.C. of 1,244 units with 1,204 units under effective lease. Seventeen (17) vacate notices were received and Fourteen (14) apartments were accepted. There are Forty (40) vacant apartments in which Seventeen (17) vacant units are under modernization at Valley View Terrace. Under our Section 8 Housing Choice Voucher Program, we have an A.C.C. of 1050 units with 833 units under effective lease. Total apartments under effective lease by the Scranton Housing Authority as of January 31, 2020, are 2,037 out of an A.C.C. of 2,294.

That concludes the Apartment Report, Madame Chairman.

Mrs. Sinclair: Any unfinished business?

7. Unfinished Business.

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

Mrs. Sinclair: New Business.

8. New Business.

8.(a) Resolution 20-4 – Amending the Procurement Policy of the SHA to Increase the Threshold Amount for Small Purchases from \$20,100 to \$21,000.

Mr. Pelucacci: Madame Chairman, Item 8(a) is Resolution 20-4 which amends the Procurement Policy of the Scranton Housing Authority to increase the threshold amount for small purchases from \$20,100 to \$21,000.

“Whereas, the U.S. Department of Housing and Urban Development (“HUD”) requires that every public housing authority establish a Procurement Policy to insure that any expenditure of public monies is conducted pursuant to 24 CR 85.36, as well as the applicable procurement statutes of the Commonwealth of Pennsylvania; and

Whereas, the Scranton Housing Authority (“Authority”) has reviewed its existing policy and has deemed necessary to amend the Procurement Policy in order to be consistent with 24 CFR 85.36 and applicable procurement statutes of the Commonwealth of Pennsylvania; and

Whereas, the Commonwealth of Pennsylvania has recently changed the law to increase the threshold amount for small purchases to \$21,000 so that advertisements and sealed bids are only required for contracts expected to exceed \$21,000; and

Whereas, the current Procurement Policy references the threshold amount for small purchases on Pages 3, 4, 9, 11, 13 and 14; and

Now, Therefore, Be It Resolved this 3rd day of February, 2020 that the Scranton Housing Authority Board of Commissioners hereby amend the Procurement Policy; specifically, Pages 3, 4, 9, 11, 13 and 14 to increase the threshold amount required for small purchases from \$20, 100 to \$21,000.”

It would be my recommendation that the Board of Commissioners pass Resolution No. 20-4.

Ms. Kingsley: So moved.

Mr. Galella: Second.

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

AYES

NAYS

Mary Anne Sinclair
 Mary Clare Kingsley
 Thomas J. Galella, Jr.
 Devendrabhai Dave

None

8.(b) Resolution No. 20-5 – Approval for the Disposal of Equipment,

Mr. Pelucacci: Madame Chairman, Item 8.(b) is Resolution No. 20-5 which is for the approval to dispose of excess equipment.

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

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

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

It would be my recommendation that the Board of Commissioners pass Resolution No. 20-5.

Ms. Kingsley: So moved.

Mr. Dave: Second.

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

AYES

NAYS

Mary Anne Sinclair
Mary Clare Kingsley
Thomas J. Galella, Jr.
Devendrabhai Dave

None

8.(c) Proposals – January 16, 2010 – Architectural/Engineering Services for Security Cameras at Washington West, Jackson Heights, 408-414 Adams Avenue and 420 Adams Avenue.

Mr. Pelucacci: Madame Chairman, Item 8.(c) is a request for Architectural/Engineering Services for Security Cameras at our high rises.

The Scranton Housing Authority put out a request for proposals for architectural & engineering services to study, design and produce plans and specifications to install security cameras in the common areas and hallways in our high rise buildings. (Adams Apartments, Adams High Rise, Washington West and Jackson Heights.) Our authority received two (2) proposals.

The proposals were reviewed by SHA staff in accordance with the established criteria. Based on the review of the two proposals the scores are as follows:

Greenman-Pederson, Inc.	92
Hunt EAS	83

Based on the evaluation of the two proposals, it would be my recommendation that the Board of Commissioners award the contract to Greenman-Pederson, Inc. for \$38,000 dollars.

Ms. Kingsley: So moved

Mr. Dave: Second.

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

AYES

NAYS

Mary Anne Sinclair
 Mary Clare Kingsley
 Thomas J. Galella, Jr.
 Devendrabhai Dave

None

8.(d) Bid Opening – January 21, 2020 – Asbestos Abatement – Building 18 – Valley View Terrace.

Mr. Pelucacci: Madame Chairman, item 8.(d) is a bid opening for the abatement of asbestos floor tile and glue at Valley View Terrace's Building 18. We had a bid opening on January 21, 2020 at 10:00 a.m. for the abatement of asbestos at Valley View Terrace's building 18. It is for the removal of the floor tiles and glue which contain asbestos. This building has been approved by HUD for comprehensive modernization.

There were eight (8) bidders for this job. The bids are as follows: Brinks Tank Services, Inc. bid \$27,450 dollars and \$2,500 dollars for mobilization, A-1 Environmental Solutions bid \$34,313 dollars and \$100.00 dollars for mobilization, Datom Products, Inc. bid \$37,690 dollars and \$500 dollars for mobilization, Plymouth Environmental bid \$41,800 and \$3,000 for mobilization, Retro Environmental Inc. bid \$56,800 dollars and \$1,000 dollars for mobilization, Prism Response, LLC bid \$56,929 dollars and \$1,500 dollars for mobilization, Penns Contracting, Inc. bid \$58,200 dollars and \$1,800 dollars for mobilization and Sargent Enterprises bid \$66,324 and \$1,200 dollars for mobilization.

The bids were reviewed by SHA staff and our Solicitor. I would recommend that the Board of Commissioners award the bid to the lowest bidder, Brinks Tank Services, Inc. for \$27,450 dollars and \$2,500 dollars for mobilization or for a total of \$29,950.

Mr. Dave: So moved.

Ms. Kingsley: Second.

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

AYES

Nays

Mary Anne Sinclair
Mary Clare Kingsley
Thomas J. Galella, Jr.
Devendrabhai Dave

None

Mrs. Sinclair: Personnel.

9. Personnel.

Mr. Pelucacci: Yes, Madam Chairman, under personnel, we have no retirement and no resignations. Currently there is no one on workers compensation. There is currently one employee on long term disability.

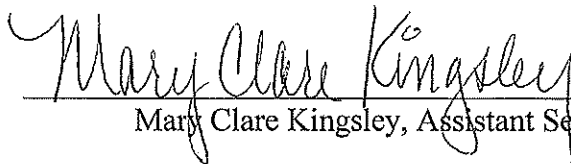
That concludes the Personnel Report Madame Chairman.

10. Public Comment.

(No one present for Public Comment.)

11. Adjournment.

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



Mary Clare Kingsley, Assistant Secretary

Certificate

I, Mary Clare Kingsley, hereby certify that:

1. I am the duly appointed, qualified and Assistant Secretary of the Scranton Housing Authority.

2. I am custodian of the records of said Authority.

3. The attached copy of the Minutes of the Regular Meeting of said Authority held February 3, 2020 is a true and correct copy of the original Minutes of said meeting, as approved at the meeting of said Authority on March 2, 2020 and is recorded in the Minutes of the Authority.

In Witness Whereof, I have hereunto set my hand and the corporate seal of this Authority this 2nd DAY of MARCH, 2020.


Mary Clare Kingsley
Assistant Secretary

RECEIVED

MAR 10 2020

MEMORANDUM

OFFICE OF CITY
COUNCIL/CITY CLERK

TO: Scranton City Council

FROM: Kevin Hayes, Esquire

DATE: March 10, 2020

RE: Filing Vacancy on Scranton City Council

On Friday, March 6, 2020, Councilman Pat Rogan provided notice that he would be resigning from his position on City Council, effective March 9, 2020. As such, there currently exists a vacancy on City Council which must be filled by Council in conformance with the Home Rule Charter.

Section 309 of the Home Rule Charter provides the following with regard to the filing of vacancies on City Council:

If a vacancy exists in the city council, the city council shall, as provided in the administrative code, fill such vacancy, within thirty (30) days thereafter, by electing a qualified person to serve until the first Monday of January when his successor who shall have been elected by the qualified electors at the next municipal election, is duly sworn into office for the remainder of the term of the person originally elected to said office. If, at any time, vacancies should occur or exist in the membership of all members of city council, the court of common pleas shall appoint a city council, of persons properly qualified, who shall serve as herein provided.

Section 302 of the Home Rule Chart provides the following with regard to the terms of a Councilmember:

The terms of all councilpersons shall be for four (4) years commencing at noon on the first Monday of January following the year in which they are elected, except that a councilperson appointed to fill a vacancy shall serve from the date of his appointment until the next general election if more than fifty (50) percent of the unexpired term remains. In all other instances the appointment shall be for the unexpired term.

Based on the foregoing, Council must fill the vacancy created by Mr. Rogan's resignation on or before April 8, 2020. Mr. Rogan's current term commenced on January 1, 2018 and would have expired on January 3, 2022. Mr. Rogan's current term is comprised of a total 1,464 days. As of the date of his resignation on March 9, 2020, there are a total of 665 days remaining on Mr. Rogan's term or 45% remaining on this unexpired term. Because there is less than 50% of Mr. Rogan's term remaining, the individual appointed by Council will serve until January 3, 2022 (the remainder of Mr. Rogan's unexpired term) unless the appointee is elected to Council during the November 2, 2021 municipal election.¹

It is my recommendation that Council employ a process which is substantially similar to the process that was followed in filling the vacancy caused by Wayne Evans' appointment as Mayor in July 2019. Specifically, I would recommend advertising for the position with a request that prospective applicants submit resumes and participate in an interview with Council. Eligible applicants for Council must be:

- (1) a citizen of the United States;
- (2) a resident of the City for at least one (1) year prior to the date of the appointment;
- (3) be at least 18 years old; and

¹ The Commonwealth of Pennsylvania divides its election calendar into general elections, conducted in even-numbered years, and municipal elections, conducted in odd-numbered years. See 25 P.S. §§ 2751 and 2752. The Pennsylvania Constitution specifically requires that all elections for county, city, ward, borough, and township officers for regular terms of service be held on the municipal election day, and this provision of the constitution specifically requires that municipal elections be held in odd-numbered years. Pa. Const. Art. VII, § 3. Specifically, the Pennsylvania Constitution provides that municipal election day shall occur on "the Tuesday next following the first Monday of November in each odd-numbered year" unless the General Assembly fixes a different day by a two-thirds vote.

(4) not hold any other compensated City office or employment.

The interview of these applicants will be conducted during a Special Meeting of Council which is open to the public and advertised at least 24 hours in advance. Council should announce the process for filing the vacancy at one of its regularly-scheduled public meeting.



City of Scranton

Civil Service Commission

340 N. Washington Avenue

Scranton, PA 18503

SOLICITOR: Christian Owens, Esquire

Chairman: Jack Loscombe

Commissioners: Ray Kelly, Bob Keiper

RECEIVED

MAR 12 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Approved Minutes
December 5, 2019
Civil Service Meeting

I. Pledge of Allegiance

Completed.

II. Roll Call

Roll call was taken. Chairman Loscombe & Commissioners R. Kelly and R. Keiper were present.

Solicitor Christian Owens, Esq. was present.

Civil Service Commission Coordinator, Denise Nytch, was present.

Absent:

III. Approval of Minutes

- By way of motion by Bob Keiper and seconded by Ray Kelly, the Commission approved the minutes for November 6, 2019.

IV. Approval of Bills

- By way of motion by Commissioner Keiper and seconded by Commissioner Kelly, the Commission approved the legal bills from Solicitor Owens in the amount of \$1,674.40 for legal services for November 2019
- By way of motion by Commissioner Keiper and seconded by Commissioner Kelly, the Commission approved to pay invoice from Maria McCool in the amount of \$277.00

V. Unfinished Business, New Business

- Letter from Scranton's Ethic's Board requesting the members of Civil Service Commission to do an Ethics training class has been decided to defer until Mayor-Elect Cognetti chooses her Commission.

- The Civil Service Commission annual report was read and signed Chairman Loscombe and Commissioners Kelly & Keiper. A copy will be forward to Mayor-Elect Cagnetti as well as City Council.

VI. Communication and Reports/Public Comment

- Tom Irwin was present asked the Commission if they would find out if the PA Chiefs of Police do fire testing.

VII. Adjournment

- By way of motion by Commissioner Kelly and seconded by Commission Keiper, the Commission authorized the meeting to be adjourned; all in favor.

RESOLUTION NO. _____

2020

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH THOMAS J. MCLANE & ASSOCIATES AS CITY OF SCRANTON PROJECT CONSULTANT RECREATION NEEDS ASSESSMENT AND PROJECT ACTIVITIES FOR THE PERIOD DECEMBER 1, 2019 THROUGH NOVEMBER 30, 2024.

WHEREAS, a request for Proposals was advertised for the City of Scranton Project Consultant Recreation Needs Assessment and Project Activities and two (2) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted, it was determined that it would be in the best interest of the City to award the Contract to Thomas J. McLane & Associates 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 Thomas J. McLane & Associates for the City of Scranton Project Consultant Recreation Needs Assessment and Project Activities.

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

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

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

CONTRACT

This contract entered into this ____ day of _____ 2020 effective from
December 1, 2019 to November 30, 2024 by and between the City of Scranton, 340 North
Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

THOMAS J. MCLANE & ASSOCIATES, INC.
601 STAFFORD AVENUE
SCRANTON, PENNSYLVANIA 18505
PHONE NO. (570) 347-3668

hereinafter called "Contractor".

WITNESSETH:

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

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of
providing City of Scranton Parks and Recreation Project Consultant – Recreation Assessment
Needs and Project Activities. The Contractor hereby covenants, contracts and agrees to furnish
Scranton with:

CITY OF SCRANTON PROJECT CONSULTANT - RECREATION
NEEDS ASSESSMENT AND PROJECT ACTIVITIES
DECEMBER 1, 2019 THROUGH NOVEMBER 30, 2024
PER THE ATTACHED BID PROPOSAL AND SPECIFICATIONS
TOTAL BASE BID \$66,700.00

Said services to be furnished and delivered in strict and entire conformity with Scranton's
Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference
thereto and the Bid Proposal submitted by Thomas J. McLane & Associates, Inc. dated
November 7, 2019 attached hereto marked as Exhibit "B" and incorporated herein by reference
thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully
and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

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

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

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

ARTICLE VI: TERMINATION OF CONTRACT

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

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

CITY CLERK

BY: _____

MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTR0OLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

THOMAS J. MCLANE & ASSOCIATES, INC.

BY:

TITLE: _____

DATE: _____

Department of Business Administration

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



SCRANTON

November 8, 2019

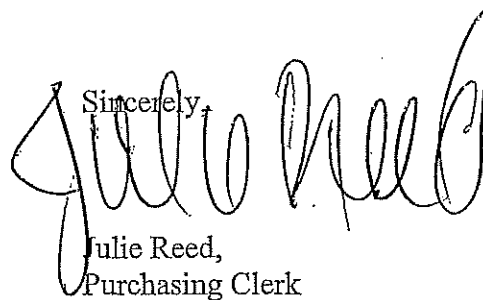
Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

Dear Mr. Bulzoni,

This is to inform you that proposals were opened Friday, November 8, 2019 in Council Chambers for the **City Of Scranton Project Consultant Recreation Needs Assessment and Project Activities December 1, 2019 thru November 30, 2024**. Attached are the copies of the proposals submitted by the following companies:

**Urban Research & Development
Thomas J. McLane & Associates**

After your review of the proposal, 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.

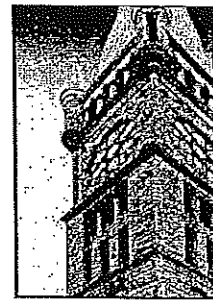
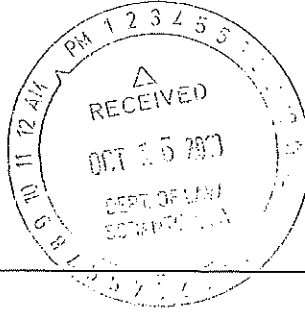
Sincerely,

Julie Reed,
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller
Mr. David Bulzoni, 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

October 11, 2019

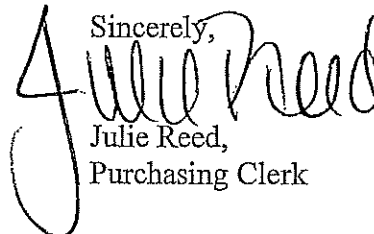
Mr. David Bulzoni
Business Administrator
City of Scranton
Municipal Building
Scranton Pa, 18503

Dear Mr. Bulzoni

This is to inform you that proposals will be opened in City Council Chambers on Friday November 8, 2019 at 10:00 AM for the following:

City of Scranton
Project Consultant Recreation Needs Assessment and Project Activities
December 1, 2019 thru November 30, 2024

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

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor Wayne Evans
Mr. David Bulzoni, Business Administrator
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mrs. Rebecca McMullen, Financial Manager
→ Mrs. Jessica Eskra, City Solicitor
File

REQUEST FOR PROPOSAL

Separate sealed proposals will be received by the Office of the City Controller, City of Scranton, 340 North Washington Avenue 2nd Floor, Scranton, PA 18503 until 10:00 a.m. Friday, November 8, 2019, at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON PROJECT CONSULTANT RECREATION NEEDS ASSESMENT And PROJECT ACTIVITIES

December 1, 2019 – November 30, 2024

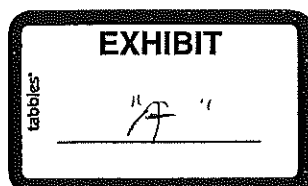
The City of Scranton will award the qualifications proposal to assist with the Project described in the Request for Proposal. All proposals shall be in accordance with the Request for Proposal (RFP) specifications which are now available and can be picked up at the Office of the Bureau of Purchasing, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503.

Sealed envelopes containing the proposals will be received and identified by "City of Scranton Recreation Project Consultant". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require five (5) copies of this proposal.

If you have any questions, please call David M. Bulzoni, Business Administrator, at (570) 348-4118.

David M. Bulzoni

Business Administrator



Introduction and Objectives:

The City of Scranton (hereinafter the "City") is a Class 2-A City governed jointly by a mayor and city council. The geography of the City encompasses approximately twenty-five square miles. The Bureau of Parks & Recreation provides a broad range of recreational programs and services to the residents of the City of Scranton, as well as maintenance and oversight of the City's parks system. The City's parks system encompasses 30 parks including 5 pools, 2 waterslides, and a dog park. A recent addition is the elevated park adjacent to the 500 Lackawanna Avenue residences. Improvements were recently undertaken at Rockwell and Crowley Parks. The rationale for the request for proposal is based on the general deterioration of the parks system and the significant impact of projects either contemplated, or in process, including improvements to Novembrino Park and the Linden Street Park. Additionally, the City will engage cooperatively with other governmental entities such as the Lackawanna Valley Heritage Authority for the Pedestrian Bridge Project and the Trailhead Project at Parker Street as well as assist the Scranton Recreation Authority with the Nay Aug pool improvements. These projects should be incorporated into a comprehensive needs assessment. The City will also require assistance with project planning and engineering.

The City of Scranton is soliciting proposals for the following service:

To provide a Recreation Needs Assessment for the City's parks system incorporating an analysis of recreation facilities and recreation programs. The assessment will provide recommendations for restoration and potential future improvements to the City's parks system, and a guide for ongoing maintenance and support services. The consultant will also assist in specific projects with supporting design, engineering, and project management services. Those firms interested in submitting proposals may do so jointly with other firms to meet the requirements of the Request for Proposal. A preliminary evaluation of City parks is attached as an addenda item.

Background Information:

The operations of the City's parks are managed by departmental staff in the Parks and Recreation Department and the Department of Public Works. Nay Aug Park is overseen by the Scranton Municipal Recreation Authority. The City expects to develop a comprehensive plan from the need assessment to create improvements to those parks deemed deficient and create a schedule of maintenance for those parks which have been improved or maintained adequately.

Summary of Desired Scope of Work:

The City of Scranton does not have a current comprehensive assessment of its recreation facilities.

- 1.) Incorporate a review of current park conditions with existing plans, studies and surveys relevant to the assessment. Provide recommendations to create a schedule to improve the parks system. Create a "RECREATION INVENTORY" using a parks condition ranking for future project determination.
- 2.) Assess the recreational facilities and amenities in the City of Scranton for their adherence to current standards and ability to meet public needs and interest. To review and assess current amenities and demonstrate needs for new amenities in relation to those in the region. As appropriate, acquire public and stakeholder input for potential future improvements and amenities. Provide recommendations to support better administrative, operational and funding efficiencies for future needs.
- 3.) Provide planning, design and engineering services for projects contemplated or resulting from the completion of the assessment, not including those projects in process. The firm will be assigned project management duties assisting the City of Scranton Parks and Recreation director and other assigned staff.
- 4.) Update and report on projects to City officials as needed.

Stakeholder Engagement Process

Proposals should identify a process and schedule for engaging city officials and key stakeholders in the assessments and recommended enhancements to park amenities, recreation programs and services.

Among the stakeholders that should be engaged are the following:

- *Staff from the Parks and Recreation Department;
- *Residents and property owners of City of Scranton;
- *Community organizations in the City, such as the Neighborhood Associations;
- *Cultural, conservation and faith-based organizations;
- *Recreation service providers in the region, such as the County of Lackawanna, Scranton School District, University of Scranton, and the Lackawanna Heritage Valley Association;
- *City officials and other local public officials.

The stakeholder engagement process should provide for consultation with individual stakeholders as appropriate, as well as interaction with stakeholder groups and the public.

Process and Schedule for Consultant Selection

The selection will be based on a review of proposals by the City Business Administrator and Parks and Recreation Director who will make a recommendation to the mayor and city council for final selection of a consultant. Consultants submitting favorable proposals may be invited to a personal interview or asked to make a presentation on their behalf. The review process should take no more than twenty days.

Required Proposal Contents:

Proposals submitted in response to this Request should contain the following information:

Contact information:

Name, address, phone, fax and e-mail contact information for the lead organization contact and any sub-consultants that are part of a consultant team.

Form of organization

Describe the form of organization (whether incorporated, an LLC, a partnership or sole proprietorship) of the consultant (or of each member, in the case of a multiple consultant team).

Key personnel

Identify the staff persons of the consultant team who will be responsible for carrying out specific work tasks. Identify the Project Manager who will be the person responsible for overall project completion. For the Project Manager and other key Project staff, identify their titles, their length of service with the organization and their qualifications and experience. Proposers should have a working familiarity with the City of Scranton and its parks system.

Proposed Scope of Services and Schedule

Describe the specific approach, tasks and methods you propose to use in completing the desired scope of services. Describe the methods you propose to identify key stakeholders and encourage their participation in the process. Describe the specific techniques you propose to maximize the general public awareness of, interest in and participation in the assessment process. Provide references for projects in which the firm served as design consultant and project manager.

Work Plan

Identify how the firm will complete a Recreation Needs Assessment and the approach to completion. Identify the overall project management approach and specifics on direct coordination with the City employees and officials and stakeholders.

Experience List and References

Provide a listing of recent recreation projects you or your firm have completed, and the role of your firm on the projects.

Provide names and contact information for three references.

Hourly Cost and Fee Proposal

Provide a total proposed "not to exceed" fee for completion of the assessment, with separate hourly cost amounts identified for project design, management and engineering as well as reimbursable expenses associated with the projects.

Evaluation Criteria: Criteria to be used in evaluating Proposals will include, but not necessarily be limited to the following:

- *The degree to which the Proposal demonstrates a thorough understanding of the needs of the community and an ability to best provide the products and services to assist the City.
- *Quality, completeness and organization of the Proposal.
- *Past record of completing recreation assessments that have been successfully implemented in community settings in or similar to the City of Scranton.
- *Inclusion on the project team of persons in key disciplines and areas of expertise.
- *Proposed fees in relation to the level of effort and comparable proposals.
- * Projects completed in the City of Scranton.

Disclaimer:

The City of Scranton reserves the right to reject any and all proposals received, in whole or in part, and shall not be obligated to award a contract solely on the basis of any response made to this request. The City reserves the right to award a contract to the respondent that, in the judgment of the City, best serves the community's interest. In addition, the City of Scranton shall not be liable for any cost incurred by respondents in the preparation of their Proposal, or in preparing for and attending an interview.

Deadline for Proposal Submission:

A printed copy should be submitted by **10:00 a.m. on November 8, 2019** to the Office of the City Controller, City of Scranton, 340 North Washington Avenue 2nd Floor, Scranton, PA 18503 Attn: Roseann Novembrino, City Controller

For additional information or questions contact:

David Bulzoni, City of Scranton Business Administrator (570) 348-4118 or
dbulzoni@scrantonpa.gov.

GENERAL CONDITIONS

A.No verbal information to bidders will be binding on the City. The written requirements will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the Request for Proposal will be made in the form of a written communication emailed to all prospective proposers. The communications shall then be considered to be part of the Request for Proposal.

B.Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the request.

C.The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals with pricing clarification, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. Proposals may be rejected and negotiations terminated by the City. The award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

D.The award will be made to that responsive and responsible proposer whose proposal, conforming to requirements of the request, will be most advantageous to the City, price and other factors considered. The award may or may not be made to the firm with the lowest negotiated cost.

E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the Request for Proposal. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.

F. After notice from the City, the selected proposer will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.

G.Proposals must be in typewritten form. Unsigned proposals will not be accepted. Proposers are expected to examine the content of the request and respond accordingly. Failure to do so will be at the Proposer's risk.

H.No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears to the City in the payment of any fees or is in default to the City upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City.

I. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the bid opening date and may be extended at the agreement of both parties.

J. AUTHORITY

The Business Administrator, as the designee of the Mayor, or the City Controller, has the sole responsibility to respond to inquiries regarding the Request for Proposal.

K. COMPLIANCE WITH LAWS

The firm selected shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the performance of the contract. If applicable, the firm selected shall also maintain any licenses issued by the City and/or its third party, including, but not limited to licenses to perform electrical, plumbing, HVAC, construction, etc. and be in good standing with all City departments and its affiliates. Failure to maintain required licenses and be in good standing may result in bid disqualification and/or voiding of any contract that may result therefrom.

L. CONTRACTOR COMPLIANCE

If applicable, each respondent is required to be in compliance with the City of Scranton local tax requirements. Failure to be in compliance with City of Scranton local tax requirements may result in bid disqualification and/or voiding of any contract that may result therefrom.

M. CONTRACT TERMINATION

A contract may be canceled by the City by giving the respondent written notice of intent to cancel.

N. CONTROLLING LAW

This Request for Proposal is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

O. BIDDER'S ETHICS AND COLLUSION

Collusive Bidding: Any firm that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different proposer, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any firm that attempts to influence a City official to award this contract to such proposer's firm by promising to provide or by providing to such City official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any firm that knows of any City official having a material direct or indirect financial interest in such proposer's firm shall be required to submit a written statement, along with the Form of Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the firm's disqualification from further consideration of award of this contract.

P. INDEMNIFICATION

1. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

R. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law. The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a bidder or proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or proposers economic capability.

S. TRANSFERS AND ASSIGNMENTS

1. Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.
2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the respondent, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

ATTACHMENTS
DATA SUBMISSION DOCUMENTS

Attachment A. Affirmative Action Certification

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

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

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

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess
- (8) documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (9) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (10) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (11) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE:

NAME OF PROPOSER: _____

BY: _____

TITLE: _____

Attachment B. Certificate of Non-Segregated Facilities

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

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

Date: _____

NAME OF PROPOSER: _____

BY: _____

TITLE: _____

Attachment C.
Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

1. He is _____

(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20 _____

(TITLE) _____

MY COMMISSION EXPIRES: _____, 20 _____

Attachment D. Disclosures by Firm or Contractor

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service.
2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made.
3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship.
4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value or discounted value.
5. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

VERIFICATION

I, _____, hereby state that I am (title) _____ for, _____ and am authorized to make this verification.

Signature: _____

**THIS PROPOSAL, WHICH INCLUDES ATTACHMENTS A, B, C AND D
MUST BE RECEIVED IN THE
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN**

10:00 a.m. November 8, 2019

TO THE ATTENTION OF:

Roseann Novembrino

City Controller

City of Scranton

340 North Washington Avenue

2nd Floor

Scranton, PA 18504

NAME OF FIRM: _____

CONTACT PERSON: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

City of Scranton Park Evaluation

Each evaluation includes an assessment of the level of maintenance. Maintenance is described using a number 1-5, where 1 represents a poor condition and 5 represents an excellent condition.

Allen Park-Corner of Price Street and Main Avenue in West Scranton - 4.5

The small park has little maintenance that includes grass cutting, weed whacking and sidewalk care for all seasons. The park has a gazebo, a park bench and lighting.

Billy Barrett -Corner of Colliery Avenue and McDonough Street in Minooka-4.5

This park consists of playground (climbers and swings), a gazebo, monument and tennis courts. There are a lot of grass areas that need to be cut and weed wacked. The area is surrounded by a large hill covered with trees that can be dangerous when cutting. Mulch is needed. Tennis courts need some care.

Chic Feldman Field-Glen Street in Pinebrook - 1.5, 2.0

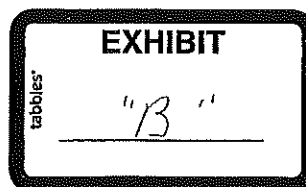
The playground is in desperate need of attention. The baseball field needs work in the infield where water lays after every rain. There are holes in the outfield that need to be filled along with trees that need to be cut back. The bleachers need to be repaired. The City is responsible for the maintaining the whole area which includes grass cutting and garbage removal.

Clover Field-900 Acker Avenue in West Scranton-5.0

This park has two parts. The athletic field is maintained by the Scranton School District and we maintain the upper grass area. The primary responsibilities are basically cutting grass, weed whacking and garbage removal.

Connell Park-800 Gibbons Street and South Webster Avenue in South Scranton-3.0

This park has a playground (climbers and swings), dog park, swimming pool and football field. The playgrounds need repair. The swimming pool needs surface repair. The athletic field has a concession stand and press booth that needs to be removed. The tree area surrounding the park needs to be cut back. There is a lot of brush that needs to be cut. Grass cutting, weed whacking and garbage removal is needed on a weekly basis.



Crowley Park -Very end of Washington Avenue in Greenridge-5.0

Crowley Park is under a full construction. The park includes a parking lot, gazebo, playground (climbers and swings), walking trail and basketball courts. Grass cutting, weed whacking and garbage removal is needed on a daily basis.

Connors Park -500 block of Orchard Street in South Scranton-5.0

Connors Park is one park that neighbors try to help out and care for. It has a gazebo, a playground (climbers and swings), two sheds and a monument with a large grassy area. Grass cutting, weed whacking and garbage removal needs to be done on a weekly basis.

Duffy Park -Harrison Ave and Moosic Street in South Scranton-5.0

Duffy Park was just fully re-constructed. It will need grass cutting, weed whacking along with garbage removal completed on a weekly basis. Snow removal is very important due to the high volume of traffic on the Harrison Avenue Bridge.

Fellows Park -1000 block of Main Avenue in West Scranton-4.5

The park has a lot of greenspace along with a gazebo. It also has lighted decorative poles. The area needs grass cutting and weed whacking done on a weekly basis. Snow removal is important on all Main Avenue Parks.

Grace Street - 400 Grace Street in the Plot Section of Greenridge- 3.0

This small park has a playground (climber and swings) but not a lot of greenspace. The park is in need of some updates. Vandalism ruined this park.

Jackson Terrace Park -1300 Jackson Street in West Scranton-2.5, 3.0

This is known as the "Skate Park". The neighbors that surround the park participate in the some of the maintenance of the community garden. The basketball courts need blacktopping. The so called "skate park" section of the park is useless because it was barely used and not kept up. The grass and weed whacking is a lot of hard work due to the hills and tight spaces. The brush is usually too much to handle for the whole summer. The building itself is used by the Scranton Police and Westside Neighborhood Association.

The Lookout-Route 307/Moosic Street-4.5

Weed whacking, bush trimming and garbage removal are the priorities for this area. The wall surrounding the park may need some repointing.

Nay Aug Park-500 Arthur Avenue/The Hill Section 3.5, 4.0

The Scranton Municipal Recreation Authority is making sure that this park is running smoothly. The pools and playgrounds need a lot of work and updates are needed everywhere. The large grass areas require grass cutting and weed whacking on a weekly basis. Old trees and brush that surround the lot of picnic areas need to be removed. The Treehouse will need a power wash every spring. Signage and painting is needed throughout the park. Hanlon Grove could use some TLC. The waterfall needs to be checked for leaks and garbage removal is mandatory every day! Snow removal is needed for hospital and patron parking.

McClain Park (Rockwell Park)-2100 Rockwell Avenue in North Scranton-5.0

McClain Park just underwent a two phase update to the park. The whole playground area and baseball field were reconstructed. The City will require a lot of maintenance to make sure this park stays beautiful. Grass cutting, weed whacking and garbage removal is required on a weekly basis (three times a week). The basketball court should be the last phase of a fully reconstructed park.

Powderly Park-600 block of Main Avenue in West Scranton-4.0

This is a small greenspace. The whole area of grass and bushes need to be kept clean.

North Scranton Mini Park-1800 Wayne Avenue in North Scranton-4.0

This tiny park has only greenspace. Grass cutting, weed whacking and garbage pickup are required.

Sturgis (Pretzel) Park-Corner of Washington & Electric Street in Greenridge-5.0

This greenspace requires grass cutting and weed whacking. Garbage and snow removal is required on an "as needed" basis.

Tripp Park (Dorothy Street)-2199 Dorothy Street in West Scranton-4.0

This park has a playground (climbers and swings) along with a tennis court and a basketball court. It requires a lot of weed whacking with some grass cutting as well as garbage and snow removal when needed. There is a drainage problem that holds a ton of water which brings ice and mosquitos.

Weston Field-982 Providence Road-4.0

This huge park has a lot of grass to be maintained. There are soccer fields and indoor/outdoor basketball courts with a track around the field. There are indoor and outdoor swimming pools, a boxing gym, two exercise rooms, and two party rooms.

Robinson Park-Top of East Mountain Road-3.0, 3.5

Park includes a basketball court and a playground that needs repair. The park is severely outdated. This area requires a lot of trimming and grass cutting. Garbage and snow removal is also essential but on an "as needed" basis.

Weston Park-127 Spring Street in North Scranton-4.0

The Park includes a swimming pool, a playground (climbers and swings) and picnic areas with grills that need to be cleaned. There is a baseball field that needs maintenance as well. The area is surrounded by a lot of grass that always needs attention. Garbage removal is necessary on a daily basis.

Oakmont Park-200 Debbie Drive on East Mountain -3.0

This is a small park on East Mountain with a playground that needs to be updated and a basketball court that needs to be painted. A gazebo in the middle may need a stain. The priority for this area is weed whacking and garbage removal.

Woodlawn Islands -800 thru 1100 Woodlawn Street in Greenridge-5.0

It is all greenspace that requires a lot of grass cutting and weed whacking. People tend to dump lawn waste for the City to remove.

Sunset Islands -1000 Sunset Street in Greenridge -5.0

All the greenspace requires is grass cutting and trimming.

Novembrino Park-10th Avenue in West Scranton-N/A

This park is about to undergo construction into a splash park.

Capouse Avenue pool (Penn Ridge Swim Complex) -1300 Capouse Ave in Greenridge BAD -1.0

The area needs a complete renovation. The buildings on the property are housing animals and some homeless individuals. The grass and the parking lot need maintenance.

Central City Little League -Wood Street in North Scranton -3.0

The baseball League folded but the City is responsible for the maintenance of the whole area.

Linden Street and Spruce Street

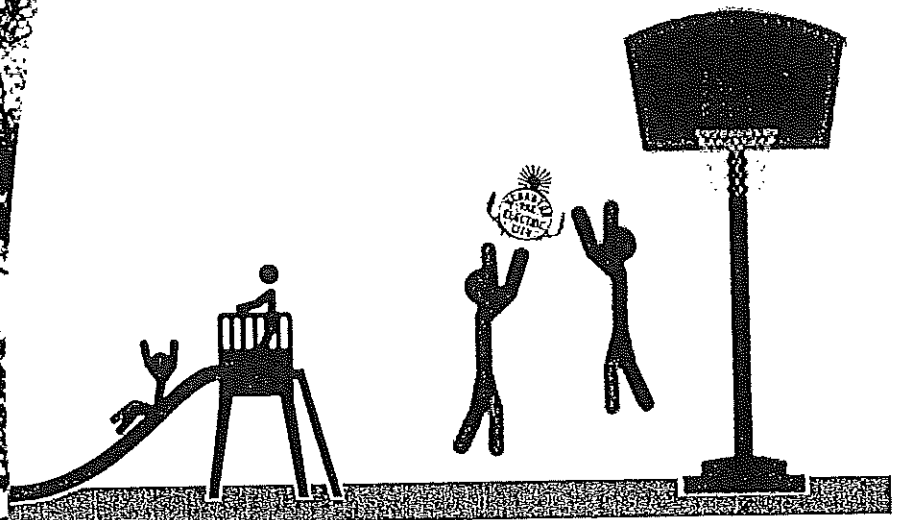
500 Lackawanna Avenue

Across from East Scranton Baseball Fields — The City cuts the grass and maintains this area.

PROFESSIONAL SERVICES PROPOSAL

THE CITY OF SCRANTON RECREATION PROJECT CONSULTANT

RECREATION NEEDS ASSESSMENT & PROJECT ACTIVITIES



SUBMITTED TO:

Office of the City Controller
City of Scranton
340 North Washington Avenue, 2nd Floor
Scranton, PA 18503

Attn: Mr. David Bulzoni,
Business Administrator

SUBMISSION DATE:

NOVEMBER 08, 2019

Thomas J. McLane Assoc
Landscape Architects  Environ

EXHIBIT

"C"

601 Stafford Avenue, Scranton, PA 18506
Phone: 570-347-3668 Fax: 570-341-5413
Email: tmclane@mclaneassociates.com
Website: www.mclaneassociates.com

THIS PROPOSAL, WHICH INCLUDES ATTACHMENTS A, B, C AND D
MUST BE RECEIVED IN THE
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN

10:00 a.m. November 8, 2019

TO THE ATTENTION OF:

Roseann Novembrino

City Controller

City of Scranton

340 North Washington Avenue

2nd Floor

Scranton, PA 18504

NAME OF FIRM: Thomas J. McLane + Assocs. Inc.
CONTACT PERSON: Thomas J. McLane, EIA, ASLA
STREET ADDRESS: 601 Stafford Avenue
CITY/STATE/ZIP: Scranton, PA 18505
TELEPHONE NUMBER: 570-347-3668
FAX NUMBER: 570-341-5413
EMAIL ADDRESS: tmclane@mcclaneassociates.com

THOMAS J. McLANE ASSOCIATES

*Landscape Architecture
Environmental Science
Planning*

**601 Stafford Avenue
Scranton, PA 18505**

Ph: (570) 347-3668

Fax: (570) 341-5413

Web: www.mclaneassociates.com

Email: tmclane@mclaneassociates.com

November 8, 2019

Office of the City Controller, City of Scranton
340 North Washington Avenue, 2nd Floor
Scranton, PA 18503

Attn: Mr. David Bulzoni, Business Administrator
Re: Professional Landscape Architecture / Recreation Design Services Proposal
Project Consultant for Recreation Needs Assessment and Project Activities

Mr. Bulzoni,

Thomas McLane and Associates, Inc. is pleased to submit the following proposal for professional landscape architecture and recreation-based design services for the above referenced project. Thomas J. McLane and Associates, Inc. acting as the prime consultant, has assembled a team of local professionals with extensive recreation planning, engineering and architectural design experience. We understand the nature of the work to be performed and our team has the qualifications and experience to professionally, creatively and expertly complete this project. The project manager and contact person for this project will be Thomas McLane, RLA, ASLA, (570-347-3668).

The Thomas J. McLane and Associates team will include the Peters Design Group (Scranton, PA), for mechanical, electrical, plumbing and structural systems engineering expertise; Fancy Parsley Architecture (Scranton, PA), for interior space planning and exterior architectural design expertise; and Colwell-Naegele Associates (Clarks Summit, PA), for civil engineering, stormwater management, erosion and sedimentation control plans and any associated state and/or federal permits. Our team of local landscape architects, architects and engineers are intimately familiar with the City of Scranton, it's 30+ parks, 5 pools and related buildings and facilities. Our team of design and engineering professionals have worked on numerous municipal parks and recreation improvement projects with a demonstrated record of successful, cohesive project management in design, engineering and implementation skills. We are familiar with administrative requirements of various municipal grant funding assistance programs including, City of Scranton OECD, Pennsylvania DCED - LSA Act 71 and ACT 13, and PA DCNR Community Conservation Partnership Grants.

We commend the City of Scranton for its foresight in taking a comprehensive approach to the physical design, programming, management, maintenance and sustainability of its park system and we thank you for this opportunity to submit our proposal and the potential to become a partner in this worthwhile project.

Should you have any questions or require any additional information please contact our office at (570) 347-3668.

Respectfully submitted,


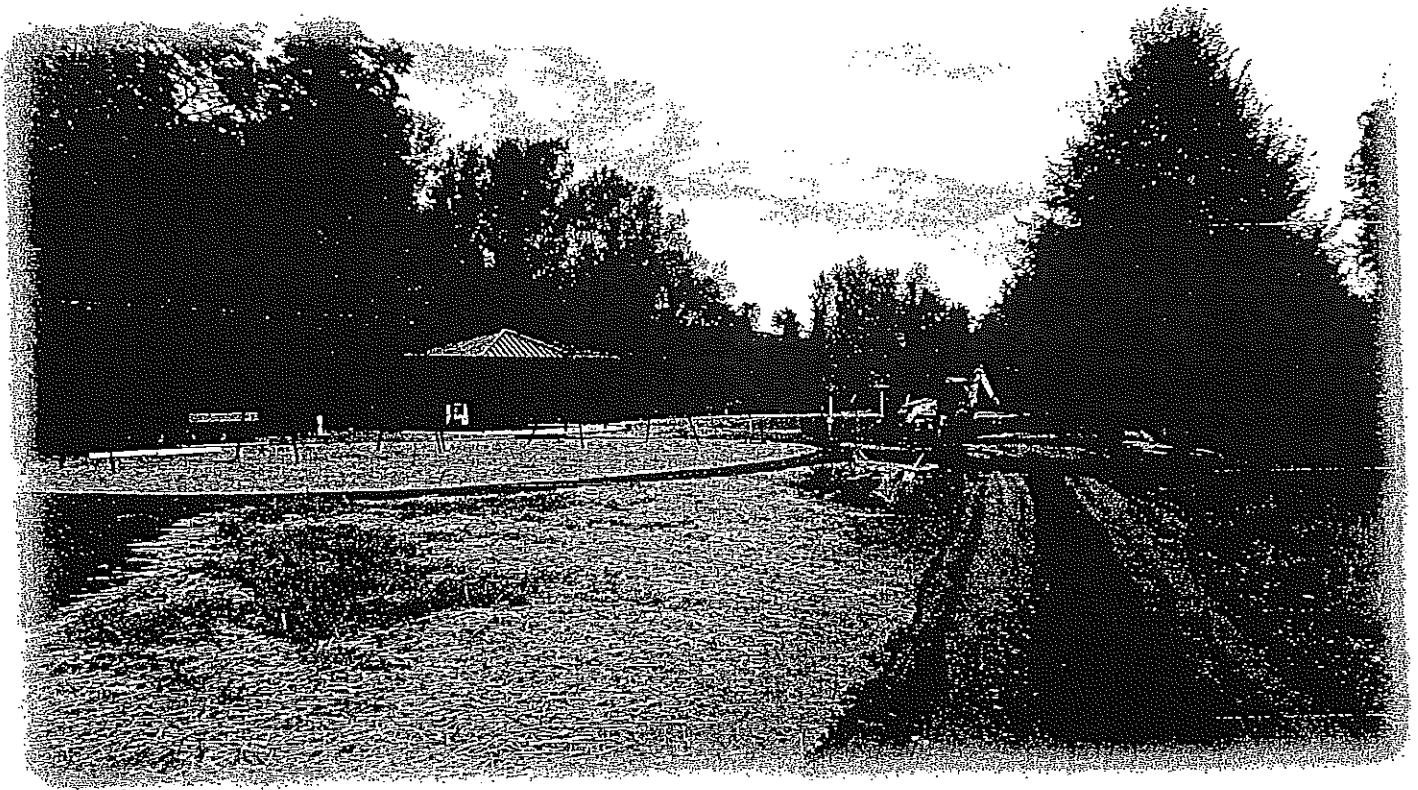

Thomas J. McLane, R.L.A., A.S.L.A.
President

TABLE OF CONTENTS

SECTION A	Profile of Team & Qualifications
SECTION B	Methods & Procedures (Scope of Work)
SECTION C	Professional Services Cost Estimate
SECTION D	Required Attachments
SECTION E	Additional Experience

A

PROFILE OF TEAM & QUALIFICATIONS



Crowley Park (City of Scranton - Green Ridge Neighborhood)

PROFILE & QUALIFICATIONS OF PROJECT TEAM

Thomas J. McLane Associates, Inc. (Prime Consultant)

Thomas J. McLane and Associates, Inc. is a landscape architecture, environmental science and recreation planning firm established in 1989 by its current principal, Thomas J. McLane. Our sole business office is located in Scranton, Pennsylvania at 601 Stafford Avenue in the city's South Side. The firm's service area of active clients extends from the State College-Williamsport-Mansfield area to the west, Sayre-Binghamton-Cortland, NY to the north, New York City and New Jersey to the east, and Philadelphia-Baltimore-Washington, D.C. to the south.

Thomas J. McLane and Associates, Inc. has more than thirty years of progressive experience in land development, site planning, design and engineering at all scales of commercial, institutional, governmental, residential and recreation projects. The firm's dual focus on the landscape architectural and environmental science services allows us to provide our clients with sensitive site designs that minimize negative environmental impacts and costly permit adequacy review re-submissions, thereby expediting project schedules. This business model has often afforded our clients the benefits of our reputation in both the business and regulatory communities for consistently providing the highest quality of professional services.

Mr. McLane is a licensed landscape architect in the states of Delaware, Maryland, Pennsylvania, and New York. His practical and diverse professional experience has facilitated the growth of McLane Associates into a respected and accomplished design firm with a variety of clients throughout Eastern and Central Pennsylvania. During all phases of a project, McLane Associates strives to apply innovative and fresh ideas to already accepted standards with the goal of meeting or exceeding the clients needs while minimizing negative impacts to the environment.

McLane Associates has experienced, registered landscape architects licensed to practice in Pennsylvania and qualified to seal all documents and plans. We will set realistic milestone goals and deadlines and maintain timely communications with clients and federal, state and municipal review agencies.

For the last decade, McLane Associates has been and continues to be the recreation professional for Dingman Township (Pike County), Lehigh Township, Sterling Township, Dreher Township (Wayne County) and South Abington Township (Lackawanna County). These municipalities utilize us to answer questions that arise, review plans, assist with grants, and design/oversee new construction projects.

Peters Design Group (MEP Sub-Consultant)

Peters Design Group, Inc. has been in continuous existence since 1947, and has provided professional services throughout the state of Pennsylvania and three adjoining states. Our resume of services covers the full spectrum of architecture

Thomas J. McLane Associates

Landscape Architects & Environmentalists

601 Stafford Avenue, Scranton, PA 18505 www.mclaneassociates.com
(610) 347-3668 (610) 347-3668 (610) 347-3668

Contact Information:

Thomas J. McLane Associates, Inc.
601 Stafford Avenue
Scranton, PA 18505
(p) 570-347-3668
(f) 570-347-3668
tmclane@mclaneassociates.com
www.mclaneassociates.com

Form of Organization:

S-Corporation

Key Personnel for Project:

Tom McLane, RLA/ASLA
Principal, Landscape Architect
With company 30 years

Paul Bechtel
Environ. Scientist/Project Manager
With company 12 years

Bill Pilkonis
Landscape Architect-in-Training
With company 2 years

Patty McNeil
Landscape Designer
With company 1 year

PETERS DESIGN GROUP, Inc.
Architectural Engineering Design
Established in 1947

1415 Price Street
Scranton, PA 18504
Phone: (717) 346-8446
Fax: (717) 346-8269



Contact Information:

Peters Design Group
1415 Price Street
Scranton, PA 18504
(p) 570-346-8446
(f) 570-346-8269
pdg4997@aol.com

Form of Organization:

S-Corporation

Key Personnel for Project:

Eugene Peters, PE
Principal, Professional Engineer
With company 50+ years

Robert Nitch
Project Manager - QA/QC
With company 51 years

and engineering; however, given your scope of services, we will concentrate on our recreation services.

Locally, PDG has provided services for many parks and recreation facilities. We have attached a listing for your information. Additionally, PDG was the principal designer of the Montage Mountain Ski Facility. Our work for this project entailed all infrastructures (utilities, access, parking, etc.) along with the slope layout and interconnecting trails. This effort was the vision of our founder, Albert E. Peters, PE and was carried out by the staff of PDG Inc. Another major project was the development of Finch Hill Park, now known as Merli Sarnoski Park. Again, our staff designed the entire park layout to include access, parking, tram roads, infrastructures, trails, picnic areas, waterfront, swimming, boat ramps, docks and recreation facilities.

Relevant project experience within Scranton includes the following: Nay Aug Park (Pool Study with URDC, Traffic Study, Volleyball Court, ADA Ramps and Bathroom Renovations); Weston Park (Evaluation of Emergency Evacuation and Traffic Study); Weston Field House (Security Room, Evaluation of Emergency Evacuation, Gymnasium Lighting, Emergency Lighting and Smoke Detection/Electrical, Boiler, Code Deficiencies, Heating Systems, Asbestos Removal and General Renovations); Connell Park (Pool Study); General City-wide Park Renovations at Riverside Park, Clover Field, Fellows Park, Allen Park, Dorothy Street Park, Chic Feldman Field, Capouse Avenue Pool, Nay Aug Park, Weston Field House, Connell Park; and work at Lackawanna County Facilities (McDade Park-Trail Improvements, New Pavilion and Utilities)

Colwell-Naegele Associates, Inc. (Civil Engineering Sub-Consultant)

Colwell-Naegele Associates, Inc. is a consulting engineering firm located in Clarks Summit, Pennsylvania, with a staff of professional engineers registered in the states of Pennsylvania and New York. We strive to provide our clients with innovative, cost-effective solutions to civil and municipal engineering projects. We offer the capabilities, knowledge and expertise of a larger firm while retaining the responsiveness and low overhead of a small firm. (PennDOT Business Partner ID #007355)

Colwell-Naegele designed improvements at Marvine Dutch Little League, and Rockwell/McLain Park in Scranton along the Leggett's Creek Greenway.

Fancy Parsley (Architecture Sub-Consultant)

Fancy Parsley Architecture is a small design firm located in downtown Scranton. They are young, enthusiastic, fresh thinkers and passionate about design. They are team players and love creative problem solving. Whether the client is considering a renovation, alteration, addition, new construction, or park renovation our talented team is eager to meet, learn and then navigate the client through the design and construction process.

Mike Muller has provided architectural design for the Nay Aug Pool building and the Novembrino Splash Park buildings. He sits on the Historical Architecture Review Board for Scranton and was active in the Elm Street Project.

FANCY PARSLEY ARCHITECTURAL DESIGN

Contact Information:
Fancy Parsley Architecture
305 Linden Street
Scranton, PA 18503
(p) 570-664-7728
mike@fancyparsley.com
www.fancyparsley.com

Form of Organization:
LLC

Key Personnel for Project:
Mike Muller, AIA, NCARB
Principal Architect
With company 3 years

Chris Chelik
Project Designer
With company 1 years

CNA Colwell-Naegele Associates, Inc. CONSULTING ENGINEERS

Contact Information:
Colwell-Naegele Associates, Inc.
276 East Grove Street
Clarks Summit, PA 18411
(p) 570-586-5091
(f) 570-586-5073
mwalsh@c-naegle.com
www.c-nengineering.com

Form of Organization:
S-Corporation

Key Personnel for Project:
Jude Colwell, PE
Principal, Professional Engineer
With company 9 years

Matthew Walsh, PE
Professional Engineer
With company 6 years

WHY OUR CONSULTANT TEAM

The McLane Associates team is comprised of long standing and locally based firms that employ creative and community-minded people that are active both professionally and personally through work and volunteerism within the Greater Scranton area. Team members, collectively and individually have worked on multiple projects and recreation initiatives in the City of Scranton, Lackawanna County and Northeastern Pennsylvania. Our team is experienced and knowledgeable of both the positive and negative aspects of the city parks system; the kind of experience that can only be gained through living locally and actually using these parks to recreate.

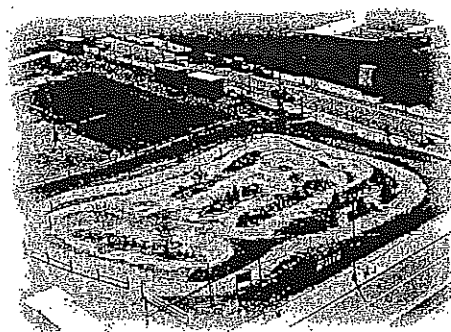
This project requires creative and practical thinking and an ability to create and apply viable solutions and consensus based options that meet both the needs of the immediate neighbors and the City of Scranton. The team has experience working on a wide range of projects, including public playgrounds, pools, splash pads, pavilions, passive open spaces, natural play areas, parking lots, green infrastructure, pump tracks, community gardens, memorial areas and environmental/habitat restoration. Our large range of professional experiences will be very useful for solving the diverse technical issues associated with designing innovative, attractive, highly functional, sustainable and maintainable public recreation facilities and spaces.

Our team will rely upon years of project experience working with public and private non-profit agencies to provide day-to-day contact and on the ground analysis support for the project. Our team's familiarity with the region and awareness of local conditions will ultimately put us at an advantage to provide insight and solutions when addressing items of importance and concern to the community. We will rely heavily on the input, advice and guidance from City officials, key stakeholders, neighbors and residents, in producing a quality comprehensive needs assessment plan that meets the needs and desires of the city and public.

All successful parks require programming and "buy-in" from the immediate neighbors. We understand commonly used methods for encouraging public interest and conducting public meetings using graphic presentations that are clear, concise and conducive to the open exchange of ideas. This approach will also be useful during the Stakeholder Engagement Process. We anticipate holding several neighborhood meetings to gauge public interests and needs for facilities and improvements at each park. We will also prepare, distribute and tabulate the results of a Park Users Survey.

All parks require routine maintenance and periodic facility up-grades. Without proper management and foresight, park maintenance is often a large and underfunded line item in many annual budgets. Our team has experience with creative design and specifying features that can lessen maintenance. Options can include compact site design strategies, use of various trail surfacing, avoiding fall lines, controlling stormwater with less concentrated flows, and using meadows in place of lawn or mulch.

Additionally, we understand successful parks, especially larger community parks more so than neighborhood parks, need creative, unique and top-quality recreation features to attract wider usership. McLane Associates innovative designs include the first Natural Play Area funded by PA DCNR in the State of Pennsylvania; custom designed bicycle pump parks in New Jersey, Brooklyn NY and Fairmont Park in Philadelphia; Bicycle tike trails; splash parks; riverside parks with water access; community art installations; and Basketball, Volleyball and Pickleball court facilities.



A "pop-up" pump track on a vacant lot in Williamsburg, Brooklyn, NYC



Rain garden (Keystone College)

We engage a wholistic approach to site design by placing the emphasis on the interactions of natural forces with structures and human functions. Facility functions, aesthetes, security, and safety must be broadly considered to realistically evaluate a project's likelihood of long term success.

Stormwater control is a key issue for most Pennsylvania communities, which is why stormwater is a key element we design for and try to utilize — make stormwater an asset and not always a constraint. We believe projects should include planning elements that will help guide current and future design and construction activities to account for stormwater control on site. Additionally, existing problems should be redesigned to avoid safety hazards caused by stormwater. Innovative stormwater management and green infrastructure can be built into most project sites. Bioretention swales, expansion of the vegetated riparian buffers, vegetated swales and raingarden areas are examples of stormwater facilities that can capture and filter stormwater prior to entry into our local streams.

- * McLane Associates and the Lackawanna River Conservation Association are coauthors of a Green Infrastructure Plan funded by NFWF that assessed the opportunities for implementing green Infrastructure measures within the City of Scranton. The plan identifies the need to address both Combined Sewers and MS4 systems and highlights the need to consider using park land and City property to address stormwater will be considered by our team. We highlighted several parks in Scranton that could work for green infrastructure and even furthered the designs for the Scranton Sewer Authority beyond the plan, like Arthur Avenue at Nay Aug Park. Being comprised of landscape architects and environmental scientists, McLane Associates has the ability to educate clients, including municipalities, about the aesthetic and the environmental benefits of green infrastructure. When given the opportunity, we inject innovative green infrastructure into projects that may have initially been over-engineered.

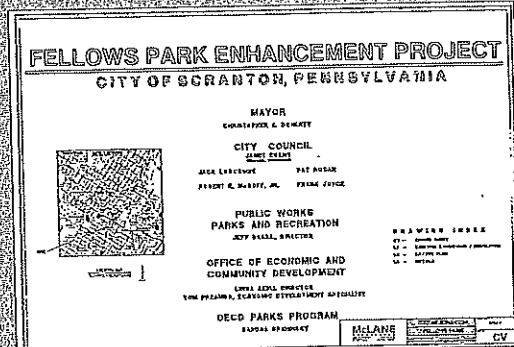
Our team realizes the focus of this project is the 30+ city-owned parks; however, we believe it is shortsighted to not also assess connections to the Lackawanna River Heritage Trail, which is basically a large linear park, select vacant neighborhood lots and parcels along the three major greenways in Scranton — Leggett's Creek, Roaring Brook and the Lackawanna River. Thus, our team will add these to our scope.

- * McLane Associates started a vacant lot study for the Hill Neighborhood Association with some redevelopment ideas presented; however, the passing of Ozzie Quinn effectively



Dingman Township Park

NEEDS ASSESSMENT, SITE INVENTORY & ANALYSIS, CONCEPTUAL MASTER PLANNING



CONSTRUCTION DOCUMENTS, GRANT ASSISTANCE, BIDDING PROCESS



CONSTRUCTION PHASE: OVERSIGHT & INSPECTIONS

OUR TEAM IS WITH YOU FROM CONCEPT THROUGH CONSTRUCTION

ended that project. However, the use of vacant lots remains an important topic and we would include vacant lots in our comprehensive plan approach.

- * McLane Associates is on retainer with LHVA and has intimate knowledge of the Lackawanna River Heritage Trail and other recreation initiatives within the City of Scranton. For example, we are working on a Memorial Tree planting project, a riverside sculpture garden, Olive Street trailhead and the next phase of the Nay Aug Avenue Natural Play Area. We have also informally explored, alongside LHVA, LRCA and the City, recreation and connectivity opportunities along the Lackawanna River Greenway. For example, we started initial planning at the Boomerang Park/Gaslight park behind Steamtown NHS, Parker Street Trailhead/Landing, Sweeney Beach Recreation Area off Poplar Street and some feasibility planning for the Electric City Shock.

In regards to new construction projects, our team has completed projects adhering to federal/state regulations (PA DCNR, PA DCED, PA DEP, PENN DOT), as well as local regulations (zoning, SALDO) and utilities (water, electric...). We have the expertise required for completing state and federal permits, specifically NPDES Permits and Joint Water Obstruction and Encroachments Permits with associated Wetland Reports and Environmental Assessments. Collectively, we have extensive experience facilitating and coordinating the public project bidding process and overseeing construction. We are experienced in working with general contractors and specialty trades in performing periodic progress reports, substantial completion inspections and resolving final punch lists items.

Scranton Parks that McLane Associates (prime) has worked on:

Billy Barrett Park, Minooka (2008-2009)

Conceptual Master Plan, Construction Drawings, Public Meetings

Orchard Street Park, South Side (2007-2008)

New Park Design, Conceptual Master Plan

Dorothy Street Park, Tripps Park (2002)

Site Planning, Construction Drawings and Site Inspections

Nay Aug Park Renovations, Hill Section (2012-2014)

Concepts, Construction Docs, Public Meetings; Park Signage/Kiosks

Nay Aug Avenue Natural Play Area, Providence (2014-ongoing)

Conceptual Renderings, Construction Drawings, Construction Management, Public Meetings

Sweeney's Beach, Pine Brook (2014-ongoing)

Concept Plan, Construction Docs, Oversight, PA DEP General Permits

Crowley Park Renovations, Green Ridge (2017-2019)

Conceptual Master Plan, Construction Drawings, NPDES Permit, Coordination with Friends of Crowley Park

McLain Park (Rockwell Ave.) Renovations, North Scranton (2008-2009)

Coordination with neighborhood, playground manufacturer; Grant assistance; Construction Drawings

Novembrino Pool Complex, West Scranton (2017-ongoing)

Conceptual Master Plan,; Grant assistance; Construction Drawings

Weston Park, North Scranton (2008-2009)

Conceptual Master Plan, Construction Drawings, Public Meetings

Fellows Park (2010-2013)

Conceptual Master Plan, Construction Drawings; Grant assistance

Connell Park (2008-2009)

Dog Park Construction Drawings

Evidence of McLane Associates commitment to a Project and the Municipalities commitment to our firm*

South Abington Township Community Park

McLane Associates has been retained as the township's Landscape Architectural consultant since 1996. In that time we have over seen the development of roadways, parking, multiple playgrounds, picnic pavilions, multi-use courts, an extensive water spray park, multi-use trail system with two covered bridges, and recently, new restrooms and equipment storage facilities. The design and construction oversight of the new restroom facility was recently completed by Thomas J. McLane and Associates.

Dingman Township Park and The Cornelia & Florence Bridge Preserve

McLane Associates, Inc. was retained by the Township of Dingman to assist with site selection of their new park and to complete a Master Site Plan in 2003. We have remained their Recreation professional since that time. We have assisted the Township with preparation of grant applications, additional conceptual designs, permits, final design of specific phases of the Parks, construction documents and construction support services. We have also worked on another recreation area in the Township and prepared a master plan and construction plans in the Bridge Preserve, which includes an ADA accessible, TSA-tread, multi-use trail.

Dreher Township Carlton Drake Memorial Park

McLane Associates, Inc. was retained by the township and successfully prepared a PA DCNR Community Planning Grant Application to fund a Park Master Site Plan. After the plan was completed, Phase One construction included parking and roadways, playgrounds and athletic fields. Phase Two included design and construction of a Riparian Loop Nature Trail, which was completed last year. Thomas J. McLane and Associates, Inc. assisted the township in preparation of a successful casino profits grant application and provided schematic design, opinions of probable costs and construction drawings for a restroom and concession facilities.

City of Harrisburg

We have worked with the City, which has similar infrastructure and concerns as Scranton, on renovations of 6 City-owned parks. Assisted with early conceptual master planning through final design and construction.

* Similar to the required team approach for this project, our firm, as the prime consultant, worked with other specialized professionals, like surveyors and architects, during these projects.

PROCEDURES & METHODS

Our team may use the following software and devices to complete this project: GPS unit and camera during field work; Computer Aided Drafting software (CAD) including Civil 3D; GIS for map development; Windows 7, Microsoft Office Suite with Word, Excel, Publisher and PowerPoint for presentations and document presentation; Adobe Photoshop, Adobe Illustrator and Google SketchUp for perspective views and concept development. All members of our team also have large format plotters capable of producing large, high quality colored maps on both bond and glossy paper.

City of Scranton

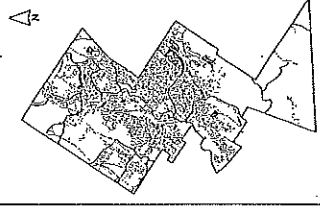
Municipal Parks

(21) Circle denotes parks where the consultant has performed various design services.

Parks

1. Allen Park
2. Billy Barrett
3. Chic Feldman Field
4. Clover Field
5. Connell Park
6. Crowley Park
7. Connors Park
8. Duffy Park
9. Fellows Park
10. Grace Street
11. Jackson Terrace Park
12. The Lookout
13. Weston Field
14. Robinson Park
15. Weston Park
16. Oakmont Park
17. Woodlawn Islands
18. Sunset Islands
19. Novembrino Park
20. Capouse Avenue Poof
21. Nay Aug Park
22. McLean Park
23. Powderly Park
24. North Scranton Mini Park
25. Sturgis (Pretzel Park)
26. Tripp Park
27. Central City Little League
28. Linden Street Park
29. 500 Lackawanna Ave
30. Richter Ave Park

Inset overview map NTS



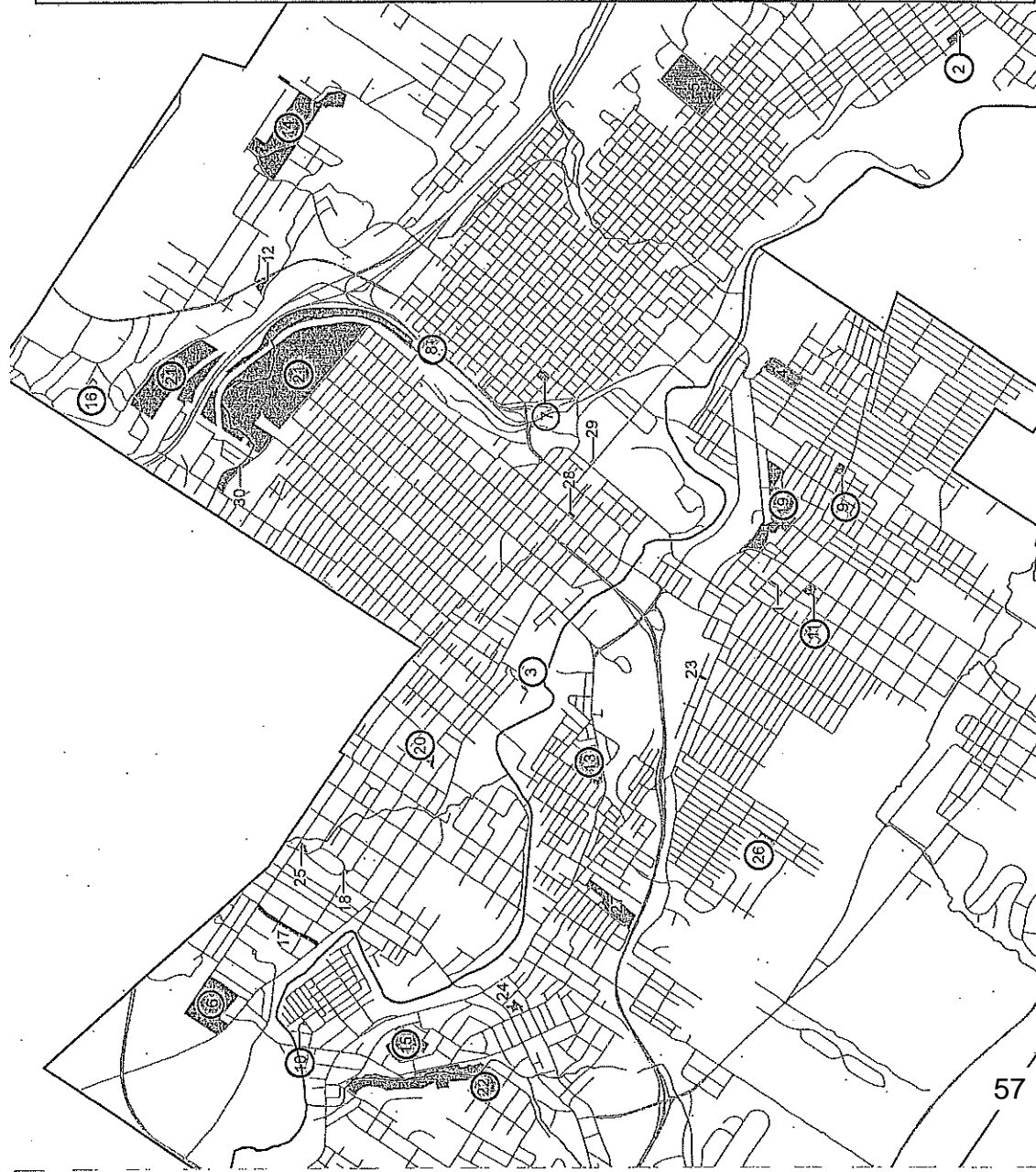
Legend

- Lackawanna River
- Streams
- Road
- Parks



0 0.2 0.4 0.6 0.8 Miles

Scranton
PENNSYLVANIA



EXPERIENCE LIST AND REFERENCES

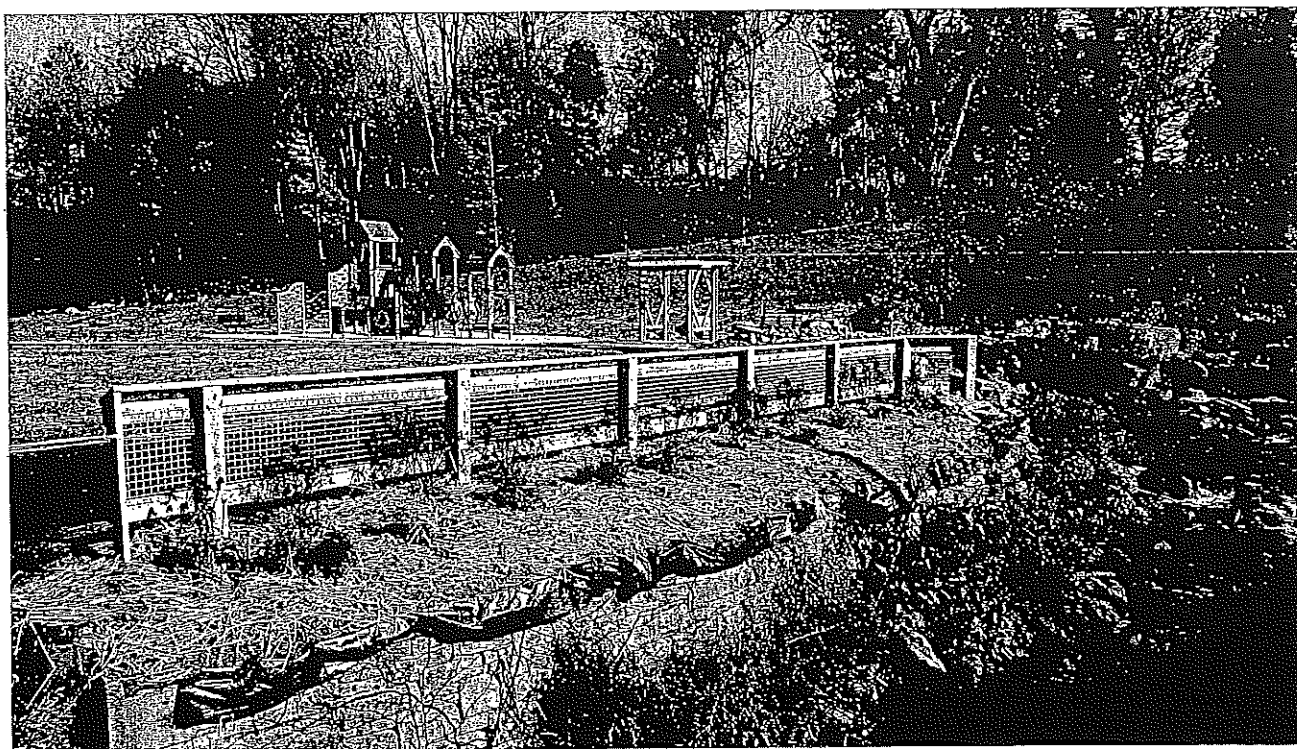
References for Prime Consultant:

Ms. Karen Kleist, Township Secretary/Treasurer (570-296-8455)
Dingman Township, Pike County, Pennsylvania

Mr. Bernie McGurl, Executive Director (570-347-6311)
Lackawanna River Corridor Association, City of Scranton, Lackawanna County, Pennsylvania

Mr. Joseph Corcoran, Executive Director (570-963-6730)
Lackawanna Heritage Valley, Lackawanna County, Pennsylvania

Additional references for the Prime Consultant or any of the Sub-Consultants are available upon request



YMCA Racket Brook Recreation Park (City of Carbondale)

THOMAS J. McLANE – R.L.A., ASLA

PRINCIPAL, LANDSCAPE ARCHITECT

LICENSED LANDSCAPE ARCHITECT: DE, MD, NY, PA; CERTIFIED PLAYGROUND SAFETY INSPECTOR (CPSI)

EDUCATION:

1976 to 1980	WEST VIRGINIA UNIVERSITY Received B.Sc in Landscape Architecture
1975 to 1976	KEYSTONE JUNIOR COLLEGE Received Associate in Arts Degree

PROFESSIONAL EXPERIENCE & SKILLS:

1989 to Present:	Landscape Architect/Principal Thomas J. McLane and Associates, Inc. Scranton, Pennsylvania
1985 to 1989:	Landscape Architect/Planner Macris, Hendricks & Witmer Gaithersburg, Maryland
1984 to 1985:	Recreation Planner/Land. Arch. Thousand Trails Resorts, Inc. Seattle, Washington
1982 to 1984:	Designer/Project Manager Landscape Contracting Co. Forestville, Maryland
1980 to 1982:	Eng. Technician/ Designer/Draftsman Northeastern Engineering, Inc. Clarks Summit, Pennsylvania

Stormwater Management and grading; Park design and layout;
Trail design; Construction oversight; Wetland determinations/
delineations; Environmental assessments; Regulatory agency
coordination; Master Site Planning; Green infrastructure design;
Proposal Writing; Cost estimating; CAD and Construction drawings;
Construction Management; Public speaking.

MILITARY EXPERIENCE:

1971 to 1975	U.S. Navy Medical Corps
--------------	-------------------------

PROFESSIONAL ASSOCIATIONS & COMMUNITY INVOLVEMENT:

Lackawanna River Corridor Association, Past President
Lackawanna Valley Conservancy, Board of Directors
Lackawanna County Conservation District, Associate Director
Northeast Pennsylvania Community Tree Association, Member
Scranton Shade Tree Commission, Landscape Architect
American Society of Landscape Architects, PA/DE Chapter Treasurer
Pennsylvania Recreation and Parks Society
Society of Wetland Scientists

Relevant Project Experience

- * Dingman Park Master Site Plan, Permits & Construction (ongoing since 2000)
- * Nay Aug Park Renovations (2012)
- * Billy Barrett Park Renovations Concept Plan and Construction (2009)
- * S. Abington Community Park (since 2002)
- * Upper Brodhead/Paradise Creeks Greenway Plan (2010)
- * McDade Park Master Site Plan and select park renovations
- * Roamingwood Lake Recreation Area at the Hideout Concept and Construction (2015)
- * Carlton Drake Memorial Park and Riparian Trail (ongoing since 2004)
- * Novembrino Splash Park (present)
- * Orchard Street Park (2010-2011)
- * LRHT, Olive Street spur/pavilion (ongoing)
- * Nay Aug Avenue Natural Play Area (2014 - ongoing)
- * Dorothy Street Park
- * Leggett's Creek Greenway and Rockwell/ McLain Park renovations
- * Crowley Park Renovations (2017-2019)
- * Geisinger Wellness Trail, Scranton (2014-2016)
- * Cornelia & Florence Bridge Preserve (2012-2014)

—> Avid Road Biker (US Cross-Country Trip, Tour of Ireland, Allegheny Passage....) Experience is gained through Experiences.

Thomas J. McLane & Associates

Landscape Architects – Environmentalists

OUR FIRM IS "LOOKING BEYOND THE HORIZON"

PAUL W. BECHTEL

ENVIRONMENTAL SCIENTIST, PROJECT MANAGER

EDUCATION:

- 2006 to 2007 **NIAGARA COLLEGE of APPLIED ARTS & TECHNOLOGY**
Post Graduate Certificate in Ecosystem Restoration
- 2004 to 2006 **FORDHAM UNIVERSITY**
M.Sc. Degree in Biology/Ecology
- 1996 to 2000 **UNIVERSITY of SCRANTON**
Received B.Sc. in Environmental Science, *cum laude*

PROFESSIONAL EXPERIENCE & SKILLS:

- 2007 to Present: **Environmental Scientist, Project Manager**
Thomas J. McLane and Associates, Inc.
Scranton, Pennsylvania
- 2004 to 2006: **Teaching Assistant**
Fordham University, Grad. School of Arts & Science
Bronx, New York
- 2001 to 2004: **Environmental Coordinator**
Voluntary Action Center of NEPA
Scranton, Pennsylvania

Relevant Project Experience

- Cornelia & Florence Bridge Preserve Master Site Plan (ongoing since 2007)
- Nay Aug Park Renovations (2012)
- Skywood Park Master Site Plan (2008)
- Aylesworth Park Master Site Plan (2008)
- Carlton Drake Park Trail/Concessions
- Roamingwood Lake Recreation Area at the Hideout Concept and Construction (2015)
- Carlton Drake Memorial Park and Riparian Trail (ongoing since 2004)
- Lackawaxen Park Master Plan (2011)
- Rivers Edge Bike Park (ongoing)
- CJR Memorial Playground (2014)
- Nay Aug Ave. Natural Play Area (2015)

Wetland determinations/delineations; Environmental assessments (WET); US Army Corps Section 404 and PA DEP Chapter 105/106 Water Obstruction and Encroachment Permits; Regulatory agency coordination, Wetland mitigation design, Implementation of wetland mitigation projects; Wetland monitoring; Master Site Planning; Raingarden presentations; Green infrastructure design; Proposal Writing; Cost estimating; CAD and Construction drawings; Construction Management; Public speaking.

PROFESSIONAL TRAINING:

- Master Watershed Steward (Penn State Extension, 2017)
- U.S. Army Corps of Engineers (1987 Manual) Wetland Delineation Training Program (Rutgers University, Cook College, 2002)
- 38-Hour U.S. Army Corps Wetland Delineation and NC/NE Regional Supplement Training Program (Richard Chinn Environmental Training, Inc., 2011)

PROFESSIONAL ASSOCIATIONS & COMMUNITY INVOLVEMENT:

- | | |
|--|--------------|
| Lackawanna County Green Infrastructure Bus Tour Committee Member | 2014 |
| Lackawanna State Park "Bio Blitz" Member | 2014, 2018 |
| Lackawanna River Corridor Association Board Member | 2009-present |
| Society of Ecological Restoration (SER) International | 2006-present |
| Scranton Iron Arts District Task Force | 2010-present |
| Niagara College Environmental Corps - Board Member | 2006-2007 |
| Lackawanna Watershed Environmental Alliance Member | 2002-2004 |
| Lackawanna Heritage Trail Management Committee Member | 2001-2004 |

AWARDS & HONORS:

- PEC Environmental Partnership Award (2017) - Awarded by Pennsylvania Environmental Council
- "Green Leader" (2012) - Happenings Magazine
- "Top 20 under 40" (2011) - Northeast PA Business Journal
- The Excellence in Ecosystem Restoration Award (2007) - Awarded by Niagara College
- The Excellence in Environmental Science Award (2000) - Awarded by the University of Scranton
- Lackawanna River Stewardship Award (2004) - Awarded by the Lackawanna River Corridor Association
- Lackawanna River Watershed Beautification Award (2003) - Awarded by the Interdependence Day Committee

Thomas J. McLane & Associates
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BILL PILKONIS

LANDSCAPE ARCHITECT-IN-TRAINING

EDUCATION:

2005 to 2010

PENNSYLVANIA STATE UNIVERSITY
Received B.L.A. in Landscape Architecture

PROFESSIONAL EXPERIENCE:

2018 to Present:

Landscape Architect-in-Training
Thomas J. McLane and Associates, Inc.
601 Stafford Avenue
Scranton, Pennsylvania

2017 to 2017:

Canvass Director
Fund for the Public Interest
212 Laurel Street Suite 200
Santa Cruz, California

2016 to 2018:

Teller
People's Security Bank & Trust
Tunkhannock, Pennsylvania

2014 to 2016:

Security Guard
Northeast Diversified Services
Scranton, Pennsylvania

2012 to 2013:

Temp Worker
Action Personnel Services
Scranton, Pennsylvania

2001 to 2014:

Laborer/Mason
Nate's Landscaping
Scranton, Pennsylvania

Relevant Project Experience

- * Eddy Creek Trail, Lackawanna Heritage Valley Authority (Olyphant, PA) 2018-2019
- * Lackawanna River Heritage Trail Spur (Carbondale PA) 2019
- * Jefferson Street Park, Fell Township (2018-present)
- * Crowley Park, Scranton (2017-2019)
- * Nay Aug Ave. Natural Play Area (2015)

RELEVANT FIELD EXPERIENCE:

2009: Trail Feasibility Study—Student project in Scranton PA focused on connecting trail systems across the Wyoming Valley
2008: Spring Creek Ecological Restoration—Restored an agriculturally-damaged stream corridor in Boalsburg PA

PROFESSIONAL ASSOCIATIONS & COMMUNITY INVOLVEMENT:

2018-present: Lackawanna River Conservation Association—Board Member, Secretary
2017-present: Food & Water Watch/Action—Member, Organizer, Canvass Coordinator
2017-present: Green Party of Pennsylvania—Member, Steering Committee, Communications Co-chair
2016-present: Lackawanna County Green Party—Member, President, Treasurer
2016-present: Fair Districts PA—Member, Organizer
2016-present: Represent. Us—Member
2007-2011: American Society of Landscape Architects—Student/Associate Member

Thomas J. McLane & Associates

Landscape Architects • Environmentalists

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PATTY McNEIL

LANDSCAPE DESIGNER

EDUCATION:

2012 to 2018 STATE UNIVERSITY OF NEW YORK COLLEGE OF
ENVIRONMENTAL SCIENCE AND FORESTRY (ESF)
B.L.A Landscape Architecture, cum laude
Minor in Environmental Writing & Rhetoric

PROFESSIONAL EXPERIENCE & SKILLS:

2019 to Present: Designer, Project Manager
Thomas J. McLane and Associates
Scranton, Pennsylvania

Fall 2018 : Teaching Assistant
ESF, Department of Landscape Architecture
Syracuse, New York

Summer 2018: Trail Crew
Green Lakes State Park
Fayetteville, New York

Fall 2017: Research Assistant
Center for the Urban Environment
Syracuse, New York

2015-2016: Groundskeeper
Chittenango Falls State Park
Cazenovia, New York

Graphic design; Design development, Proposal and Grant
writing; Cost estimating; CAD and Construction drawings;
Construction management; Public speaking and engagement.

Relevant Project Experience

- * Wyoming County Open Space, Greenways
and Trails Plan (2019– ongoing)
- * Glen Run Children's Discovery Loop (2019)
- * East Coventry Park Signage Plan (2019)
- * Garden of Cedar, South Scranton (2019)

Thomas J. McLane & Associates
Landscape Architects – Environmentalists

OUR FIRM IS "LOOKING BEYOND THE HORIZON"

EUGENE J. PETERS - PE/PLS

PRINCIPAL, PROFESSIONAL ENGINEER

LICENSED PROFESSIONAL ENGINEER: All U.S. States

BIO AND RESPONSIBILITY:

Mr. Peters has over 49 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-discipline 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, and a former Scranton Director of Public Works. Mr. Peters' knowledge of building and environmental systems, along with his coordination and scheduling skills has been demonstrated on projects for the US Federal Bureau of Prisons, the PA Department of General Services, the Department of Energy, the 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.

EDUCATION:

Lafayette College, Easton PA - BS, Engineering
Stevens Institute of Technology
Lehigh University, MS Studies

EXPERIENCE:

All listed projects

ROBERT E. NITCH - VP

PROJECT MANAGER, QUALITY ASSURANCE/QUALITY CONTROL

BIO AND RESPONSIBILITY:

Mr. Nitch has over 43 years of experience as Project 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 are coordinated before final printing. Full client/PDG Inc. coordinated services; scheduling and cost estimate control. Liaison between administrative, technical, financial staff and interface with client and supervises project final inspection and 12-month completion inspection. Experience in engineering disciplines with emphasis on interpretation of all criteria.

EDUCATION:

Johnson College

Penn State University

EXPERIENCE:

All listed projects.



FANCY PARSLEY
ARCHITECTURE + DESIGN

CHRISTOPHER CHILEK, *Associate*

- education **Marywood University**, Scranton PA 2006-2011
Bachelor of Fine Arts in Interior Architecture and Design
- professional **Fancy Parsley Architecture + Design** Scranton, PA
experience *Associate*, September 2017 - Present
- DxDempsey Architects**, Scranton, PA
 Architectural Designer, May 2011 - August 2017
- Worked on a variety of projects from design conception through construction and completion.
 - Managed small renovation projects and work as part of a team in a supportive roll on larger projects.
 - Performed a wide variety of tasks, including the production of presentations, graphics, drawings, construction documents, and detailing. Interact with clients and consultants throughout all phases of projects.
 - Responsibilities outside of design work included: managing I.T., project debriefing, awards and publications, project and office standards, and Scranton What If.
- academic **Marywood University**, Scranton, PA
experience *Guest Critic*, May 2011 - Present
- software **Autodesk Autocad Architectre**, 2020
experience *Proficient in 2d/3d drafting and documentation*
- Adobe Suite**, 2020
 Excellent in Photoshop, In Design, Acrobat, and Illustrator
- Microsoft Office**, 2020
 Proficient in Word, Excel, and Powerpoint
- 3D Studio MAX**, 2020
 Self trained in state of the art photo-realistic rendering softwatre



FANCY PARSLEY
ARCHITECTURE + DESIGN

MICHAEL MULLER AIA, NCARB, *Principal Architect*

education	<p>The Savannah College of Art and Design, Savannah, GA 2002 Master of Architecture Bachelor of Architecture</p>
professional experience	<p>Fancy Parsley Architecture + Design, Scranton, PA <i>Principal Architect</i>, June 2016 - Present</p> <p>DxDempsey Architects, Scranton, PA <i>Senior Associate</i>, November 2009 - June 2016</p> <ul style="list-style-type: none">• Design, detail, document, and manage construction of high-end retail environments for casinos and airports nationwide.• Created successful marketing campaign titled Scranton What If? to enhance the firm's image within the community and promote the firm's talent.• Provide design direction on all studio projects in all phases of development.• Responsible for all concept graphics and photo-realistic imagery for all projects.• Implement the use of state-of-the-art technology to increase office productivity and profitability. <p>Hemmler + Camayd Architects, Scranton, PA <i>Project Architect</i>, 2002 - 2009</p> <ul style="list-style-type: none">• School of Architecture at Marywood University, LEED Gold Certified• Mount Airy Resort Casino• Scranton Preparatory School - Arts and Science Addition
academic experience	<p>Marywood University, Scranton, PA <i>Adjunct Faculty</i>, January 2009 - 2017</p> <ul style="list-style-type: none">• Lead undergraduate design studios in Architecture and Interior Architecture programs.
community service	<p>Everhart Museum, Scranton PA <i>Board of Trustees</i>, 2019</p> <p>American Institute of Architects, Northeastern PA Chapter <i>Board Member</i>, 2014 - Present</p> <p>The Pop Up Studio, Scranton PA <i>Co-Founder and Managing Partner</i>, 2010 - 2017</p> <p>Historical Architecture Review Board, Scranton PA <i>Board Member</i>, 2012 - Present</p> <p>Elm Street Project, Scranton PA <i>Design Committee</i>, 2010 - 2016</p> <p>Architectural Heritage Association <i>Board of Directors</i>, 2002 - 2010</p>

CNA

Colwell-Naegele Associates, Inc.
CONSULTING ENGINEERS

JUDE P. COLWELL, PE

Colwell-Naegele Associates, Inc. – Principal

Education: Bachelor of Science – Civil & Environmental Engineering
Lehigh University

Registration: Professional Engineer: Pennsylvania PE 074853; New York 092226; and Maryland 44520; ESCGP-1 PA DEP Expedited Permitting Certification

Professional Associations: American Society of Civil Engineers

Years of Experience: Colwell-Naegele Associates 9 other Firms 8 Total 17

Experience: Mr. Colwell's experience in engineering design, surveying, and construction inspection/ management includes a wide range of civil and environmental projects. His experience in design, approval/permitting and field construction includes various aspects of site development for educational, institutional, commercial, industrial or residential use; stormwater management; highway projects; municipal permitting; land surveying; sanitary sewer systems; infrastructure rehabilitation; Computer Aided Design and Drafting; Geographic Information Systems(GIS); and estimating.

Projects for which Mr. Colwell has contributed or managed include:

- Scranton O.E.C.D. McLain Park Phase II – City of Scranton, Lackawanna County, PA
Duties included: Civil site design including grading, drainage, E&S, and construction management for improvements to an existing softball field including new fencing, dugouts, drainage, pedestrian walkways, and ADA accessibility.
- Scranton O.E.C.D. Marvine Dutch Gap Little League – City of Scranton, Lackawanna County, PA
Duties included: Civil site design including grading, drainage, E&S, and construction management for improvements to an existing softball field including new bleachers, drainage, concrete pad, pedestrian walkways, and ADA accessibility.
- Depot St. Streetscape Project - Clarks Summit Borough, Lackawanna County, PA
Duties included: On-going civil design, permitting, and coordination with sub-consultants and adjacent property owners for a 650 l.f. streetscape project involving rearrangement of parking stalls and meters, landscaping, and ornamental streetlights for a narrow Borough street within their central business district.
- AMD/CSO Powerly Storm Line - City of Carbondale, Lackawanna County, PA
Duties included: Civil site design including grading, drainage, erosion & sedimentation control plan, NPDES permit, municipal approvals, construction administration and management for a +/- 1 mile stormwater conveyance pipeline funded by an EPA grant.
- Community Life Support Ambulance Facility - City of Scranton, Lackawanna County, PA
Duties included: Civil site design including grading, drainage, erosion & sedimentation control plan, NPDES permit, municipal approvals, value engineering with several alternate designs, construction administration and management for a 10,000 s.f. ambulance facility involving public funding.

CNA
Colwell-Naegele Associates, Inc.
CONSULTING ENGINEERS

MATTHEW R. WALSH, PE

Colwell-Naegele Associates, Inc. – Project Engineer

Education: Bachelor of Science – Civil & Environmental Engineering
Lehigh University

Post-graduate Studies – Structural Engineering
Lehigh University

Registration: Professional Engineer PE 078761

Years of Experience: Colwell-Naegele Associates 6 other Firms 8 Total 14

Experience: Mr. Walsh has experience in engineering design, project management, environmental permitting, construction inspection and construction management for a variety of civil and environmental projects, ranging from publicly-funded infrastructure and development projects to private subdivision and land developments. Project experience facets include processing of survey data; site and roadway layout and design; design and permitting of sanitary sewer systems; stormwater analysis and design of stormwater management facilities and best management practices; PA DEP Chapter 102 and 105 permitting; natural stream channel restoration design; extensive use of computer aided drafting and design software; use and creation of geographic information systems(GIS) data; project cost estimating; and the preparation of construction bid documents and specifications.

Projects for which Mr. Walsh has contributed or managed include:

- Rail-Trail Council Northern Section – Harmony Township & Lanesboro Borough, Susquehanna County, PA
Duties included: Needs assessment, centerline alignment determination, elevation profiling, stormwater management design, road crossing design and signage, and E&S permitting for the a 6 mile± section of rail-trail from Stevens Point to the New York State border.
- Crowley Park – City of Scranton, Lackawanna County, PA
Duties included: Assisted consultant in developing cost-effective stormwater management strategy to achieve compliance with NPDES permit and City Stormwater Ordinance regulations.
- LHVA Powder Mill Trail – Archbald & Jermyn Boroughs, Lackawanna County, PA
Duties included: Elevation profiling, stormwater management design, and NPDES permitting for the 2 mile ± dual-surface, multi-purpose trail segment from Gilmartin St. in Archbald to Delaware St. in Jermyn.
- LHVA Center Trail – Carbondale Township & Mayfield Borough, Lackawanna County, PA
Duties included: E&S and stormwater management design, and NPDES permitting for the 3,300 ft. ± multi-purpose trail segment at Meredith St.

Relevant Hobbies: Mr. Walsh is an avid runner and roller-skier who exercises at Nay Aug Park. He also regularly takes his 2-year-old son to area public playgrounds, including Connell Park and Barrett Park.

B

METHODS & PROCEDURES (SCOPE OF WORK)



Billy Barrett Park (City of Scranton)

PROJECT UNDERSTANDING

Based on the RFP provided by the City of Scranton, we understand that the City of Scranton is requesting services from a qualified consultant team to complete a comprehensive needs assessment (PHASE I) for all city-owned parks, many of which are in a deteriorated state. We understand the project scope includes site inventory & analysis, development of site recommendations, preliminary designs & conceptual renderings with budget estimates and phasing for the 30 City parks. The consultant will also develop a program of land use, suggest landscape installations, develop a schedule of maintenance and environmental management for these recreation facilities and then prepare a final bound report.

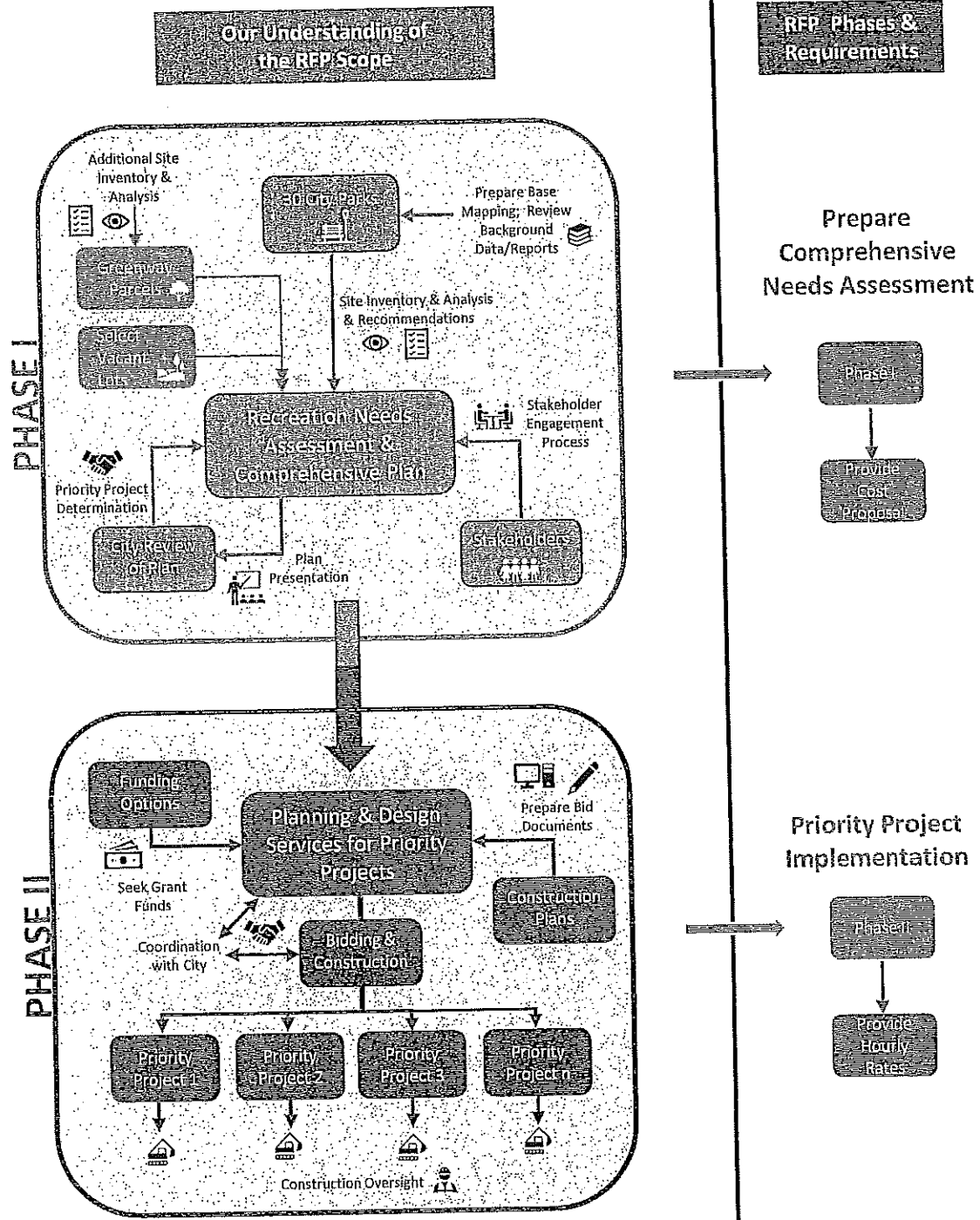
We understand the consultant will coordinate with the City to prioritize and implement improvements and renovations over a 5-year period (PHASE II). These services will include preliminary design, construction drawings, bid documents, and construction oversight. The consultant team will also assist the City during interactions with other governmental entities such as the LHVA (Heritage Trail, Pedestrian Bridge, Parker Street Trailhead), the County of Lackawanna (Park behind Steamtown), and the Scranton Recreation Authority (Nay Aug Pool) and community organizations such as the Lackawanna River Conservation Association (Rudy's parcel, Bonacuse Property, Parkers Landing).

We understand that we would work alongside and report to the City of Scranton Administration and Parks & Recreation Department. We understand Stakeholder Engagement is very important and we will complete key person interviews and hold public meetings throughout the course of the project to better understand community needs. Faith-based organizations and neighborhood groups are often the keystone to a community, and we understand their importance in the inventory process will be to provide a larger needs assessment than a single individual provides.

Additionally, we believe a review of select vacant neighborhood lots and key parcels within the Lackawanna River Greenway should be included in the comprehensive assessment, as well.

Our detailed understanding of the scope of services is provided on the following pages.

PROJECT MANAGEMENT FLOW CHART



Flow Chart Key

- | | | |
|---|------------------------------------|---|
| Site Inventory & Analysis; Site Recommendations | Coordination with City | Needs Assessment Scope per RFP (within cost proposal) |
| Discussions with Community Leaders/Stakeholders | Project Funding / Grant Assistance | Additional Assessment Scope Proposed (within cost proposal) |
| Presentation of Conceptual Plans/Park Renovations | Project Construction | Future Projects Scope (covered by provided hourly rates) |
| Preparation of Construction Documents | Construction / Project Oversight | RFP - Proposal Requirements (total cost or hourly rates) |
| Review Background Data & Report / Research | | |

PHASE I: WORK TO BE COMPLETED (SCOPE OF SERVICES)

(A) PRELIMINARY TASKS

A1: Background Research

The consultant team will collect data, including: aerial photography; LIDAR contours; soils series polygons; hydrology and wetland data; breaklines; acreage; deed restrictions, easements and ROW's that limit use; environmental issues; historic features; site access; topographic features; and zoning.

The consultant team will review past planning documents and conceptual plans available for each park, as well as any previously completed comprehensive master planning documents, surveys, grant applications and studies relevant to the Park System. Our team has many of these resources already available in our company files.

A2: Base Map Development

The consultant team will format and prepare base maps of appropriate size (Arch D, Tabloid, Letter) for each City park for use during field work. It will be prepared in accordance with the following specifications and include the following information:

- * The initial base mapping for each park would be a Digital Ortho Quad aerial photograph, overlain with LIDAR contours. The map will include: Park Name, Graphic Scale, North Arrow, Date, Legend, Water features, Major drainage structures, Acreage of site, and Site boundaries with parcel data from Lackawanna county GIS data.
- * The map scales will vary due to size and complexity of each park facility. The consultant will format scaled digital base maps prior to field reconnaissance for use during site inventory and analysis studies and for preparation of existing condition plans for each park.
- * These maps will also be used in succeeding phases as a base plans for preparation of the schematic conceptual plans.

(B) SITE INVENTORY AND ANALYSIS

B1: City-Owned Recreation Areas (Park Sites)

The consultant team will conduct an in-depth *site inventory and analysis (field work)* of the existing park parcels (approximately 30) to examine and document all relevant on-site and off-site features that may present physical opportunities and/or constraints to the future development of the site. This will include:

- Assessment to determine adherence to current standards (ADA accessibility, Playground Safety) and ability to meet public needs and interest.
- Assess current amenities and demonstrate needs for new amenities in relation to those in the region.
- Analysis of existing surface hydrology, drainage structures and stormwater conveyance systems; restrictive slopes, unstable soils, surface pavements, exposed foundations, etc.; Identify the advantages & disadvantages of the site for certain uses and any areas that may not be suitable for development
- The presence of any observable or known utilities (water, gas, electric, sanitary sewers, phone & cable) will be noted.

- Existing plant communities and sensitive terrestrial, riparian, wetland and aquatic habitats will be identified and generally located.
- The consultant will identify any species of concern, sensitive habitat areas and the existence of any aggressive, weedy, or invasive plants in the project area. Areas that require special environmental protection and/or mitigation, areas that should be protected because they are natural drainage courses, and areas of high quality habitat value will be delimited.
- On-site and off-site views will be examined to identify favorable and unfavorable viewsheds that may be enhanced, framed or screened where necessary.
- The site's microclimatic conditions such as prevailing and locally channelized winds and seasonal variations sun angles will also be examined.
- Identify any other use limiting aspects of the site (i.e.: Access, adjacent uses, existing uses, etc.), neighborhood compatibility – including the impact on and from adjacent land uses due to activities, lighting, traffic, noise and/or aesthetic characteristics.

The above information will be documented on a **Site Inventory & Analysis Plan** and used to aid in making key design decisions in the conceptual site planning process. The consultant team will prepare a matrix to facilitate evaluation of the entire Scranton Parks System. This matrix will identify gaps or overlap of recreation services and the ranking based on maintenance and level of deterioration can provide valuable insight when prioritizing recommendations.

B2: Select Vacant Lots & Greenway Parcels

The team will also assess several important or strategically located vacant lots and key parcels within the Lackawanna River Greenway and develop recommendations for use and identify how these spaces can benefit the City related to green infrastructure and recreation.

(C) RECREATION NEEDS ASSESSMENT & COMPREHENSIVE PLAN

C1: Develop Site Recommendations

The consultant will provide recommendations to create a schedule to improve the parks system. The recommendations will support better administrative, operational, and funding efficiencies for future needs.

- The consultant will evaluate the preliminary alternatives verbally with the City. This is the first step in the development of consensus based plans. The consultant will also prepare a written evaluation of each alternative highlighting both the positive and negative points. Based on the site inventory and feedback through meetings, will prepare specific recommendations for each of the 30 parks.

C2: Conceptual Plan Preparations

The consultant team will prepare conceptual renderings that depict proposed improvements and changes at each park. The proposed park improvements will be ranked and prioritized.

- The consultant will develop **preliminary alternative sketch plans** and present these plans for review and discussion. The consultant may use bubble drawings or photoshop to display the concepts. The consultant will show the relationship between areas, facilities, and support facilities, along with circulation patterns.
- The consultant will consider all facilities that are desired by the city and residents but also consider the site's physical limitations, applicable laws and regulations, and accepted good design practices and standards. The consultant team will determine if the use of alternate or non-conventional design and/or materials may reduce the impact of the proposed facilities on the environment and/or reduce the consumption of natural resources.

- Green Infrastructure Feasibility and Options: The potential of including green infrastructure will be assessed at each of the parks and select vacant lots. Our firm has experience completing this type of review, most-recently during a Green Infrastructure Inventory & Feasibility Assessment on City-Owned parcels (NFWF report).

C3: Prioritize and Rank Proposed Recommendations

The consultant will create a “recreation inventory” using a parks condition ranking or matrix for future project determination. We will identify a list of project justification criteria and score each potential project. The high priority parks (easiest to construct, most supported, biggest need, etc.) will be identified and most likely these will be utilized for the conceptual rendering portion of the project. All potential projects/parks will be ranked.

- Once the alternatives have been evaluated and the conceptual plans approved, the consultant will prepare a *final comprehensive plan report*.
- Deliverables / Final Report: The consultant team will submit to the City of Scranton a bound color report with attached mapping and plans . We anticipate submitting 3 draft paper copies of the report and one digital copy for review prior to submission of the final report. One paper copy and one digital copy of the Final Report will be submitted to the city.

(D) OPINION OF PROBABLE COSTS

Based on the site improvements illustrated in the Comprehensive Plan, the consultant will prepare an order of magnitude Opinion of Probable Costs. This estimate of probable construction cost will include itemized line items based on unit prices for all proposed facilities, structures and site improvements.

The consultant will prepare an itemized opinion of probable cost for each conceptual park rendering. The potential line items will include: engineering and other professional services, construction costs for all proposed enhancements and amenities, project administration and a contingency of at least 10 percent.

If the proposed project development cannot realistically be carried out in one year as one project, the consultant will develop a phased and prioritized multi-year capital improvements plan. This will identify which areas and facilities are to be developed and in which years and the costs associated with each.

(E) MEETINGS & COORDINATION

Engaging city officials, key stakeholders (individuals and groups) and the public is important during the park assessments phase, as well as when recommending enhancements to park amenities, recreation programs and services.

E1: Stakeholder Engagement

As appropriate, the consultant will hold meetings to acquire public and stakeholder input for potential future improvements and amenities. Conversations and meetings with local residents, the City of Scranton, and the general public will be of utmost importance during this project. These meetings will assure the recommendations and designs are compatible with both the site conditions and the goals of the neighborhoods and City.

Neighborhood Public Meetings:

The consultant, with assistance from the city, will schedule and conduct public meetings with each active neighborhood association. These meetings will allow the City residents a convenient time and forum to explain their broad and specific needs; to identify their goals and vision for each park; and to share any thoughts related to the need for new park facilities, programming, management and maintenance for specific parks and/or system wide improvements.

Stakeholder Meetings:

The consultant team will engage, at a minimum, the following: Staff from community organizations like Neighborhood Associations; Cultural, conservation and faith-based organizations; Recreation service providers in the region such as Lackawanna County, Scranton School District, the University of Scranton, and the Lackawanna Heritage Valley Authority. The consultant team will assist with setting the meeting agenda, running the meetings, and taking minutes at the meetings. These meetings will focus on evaluating the appropriateness and condition of existing facilities, formation of partnerships and on developing a "wish list" of proposed improvements, facilities and activities, keeping in mind the overall costs and feasibility.

E2: Meetings with City

The consultant anticipates that several meetings will be required to assure clear communications with the City and the consultant team during various critical stages of the planning process. The consultant team will engage staff from the City Parks and Recreation Department during development of the Plan. The consultant anticipates scheduling three progress status update meetings with the City officials to facilitate completion of the comprehensive plan.

PHASE II: WORK TO BE COMPLETED (SCOPE OF SERVICES)

SPECIFIC PROJECT DESIGN & CONSTRUCTION

At the conclusion of the Phase I Comprehensive Needs Assessment, the consultant will provide planning, design and engineering services for project contemplated or resulting from the completion of the assessment, not including those projects in process. The consultant team will complete project management duties and assist the City of Scranton Parks and Recreation Director and other assigned staff. The team will prepare detailed, **construction plans and bidding documents** for the priority recommendations using hourly rates provided in the following section. Field topo survey may be required and available through Colwell-Naegele. A Pennsylvania Natural Diversity Inventory (PNDI) will be completed to assure no threatened or endangered species or habitats are located on the property.

Bid Documents:

The consultant team will prepare construction contract documents, including but not limited to, bid schedule, bond forms (bid, performance, payment), construction specifications and agreements, compliance forms, etc. Insofar as state money may be used for the projects, forms and procedures meeting the requirements of most state agencies will be used in the contracting documents.

Project Manual

The Project Manual will include the following: Bid Proposal; Unit Price Sheet; Bid Form; Bid Bond; Statement of Bidder's Qualifications; Certification of Non Segregated Facilities; Non-Collusion Affidavit of Prime Bidder; Certification of Equal Employment (Non-Discrimination & Sexual Harassment Policy); Performance Bond; Labor and Material Bond; Maintenance Bond; and Construction Agreement.

Technical Specifications

Standard technical specifications sections to establish detailed qualitative requirements for materials and workmanship will be supplied.

Itemized Bid Form

A general itemized bid form will be prepared. It is essentially the itemized opinion of probable cost described above with the consultants unit prices removed. An itemized bid form will help assess the bidders and provide better means to recommend the lowest responsible bidder.

COORDINATION MEETINGS

The consultant will serve in an advisory role throughout the implementation of the Comprehensive Plan and provide direction for contractors during construction and keep the City informed.

WORK SCHEDULE

WORK TASK

ANTICIPATED COMPLETION

Commencement

December 1, 2019

Background Research (Phase I)

Compile & Review Background Data

Format Base Mapping

Site Inventory & Analysis

Visit all City-owned Recreation Facilities

December 2019 — April 2020

Recreation Needs Assessment & Park Development Plans (Phase I)

Design Considerations

Preparation of concept plans and alternatives

Opinion of Probable Cost

Select Construction Plans

March 2020 — June 2020

Plan Review and Edits (Phase I)

Comment Period & Plan Revisions

June 2020 — July 2020

Stakeholder Engagement Process (Phase I)

Public Meetings at each Park

Meet Stakeholders/Partners

Coordination meetings with City

December 2019 — June 2020

Development of Priority Projects (Phase II)

Final Design

Preparation of construction drawings

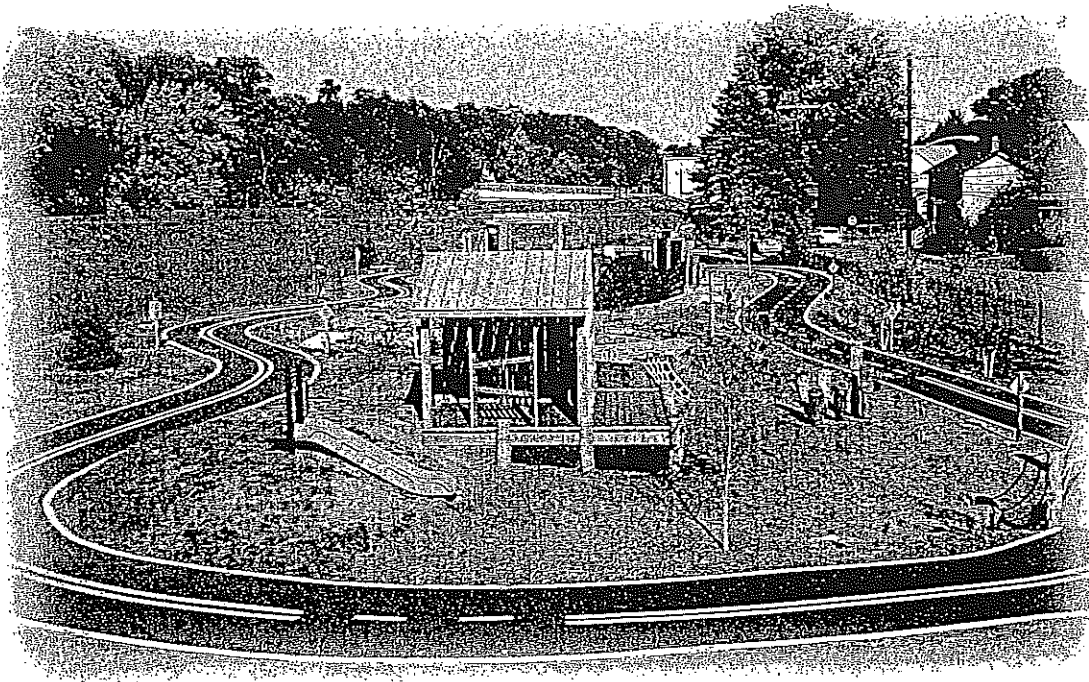
Project manual/Bid documents

Bid/Construction Administration

July 2020 — June 2024

C

PROFESSIONAL SERVICES COST ESTIMATE



*LHVA Nay Aug Avenue Natural Play Area (City of Scranton)
First DCNR funded natural play space in Pennsylvania*

PROFESSIONAL SERVICES COST PROPOSAL

ORGANIZATION OF PROPOSED COST

Our scope of work is based on our understanding of the RFP and our experience with other similar municipal PA DCNR funded comprehensive planning projects. The NOT-TO-EXCEED fee proposal has been broken down to provide details for the tasks and sub-tasks included in the Scope of Work and Project Schedule.

The cost proposal includes the title / rank for each staff person assigned to the project, their company, their hourly rate for billing, and the minimum number of hours to be performed on the project.

METHOD OF BILLING

The consultant will invoice upon completion of work tasks and milestones described within this proposal and may submit a properly documented invoice for work completed at a minimum of thirty day intervals.

MISCELLANEOUS DIRECT COSTS

Miscellaneous direct costs claimed by the consultant team for this project include drawing and document reproduction. Due to the close proximity of our consultant team members, auto mileage expenses are not being claimed.

**THE CITY OF SCRANTON - RECREATION NEEDS ASSESSMENT
PROFESSIONAL SERVICES - COST PROPOSAL**

Deliverables (Work to be Performed)	Staff	Hours	Cost
			\$1,940.00
A1: Background Research			
Review previous planning documents, plans, concepts, etc.	PLA	2	\$220.00
	PrLA	12	\$960.00
	ES/PM	8	\$760.00
			\$2,880.00
A2: Base Map Development			
Format Base Map for Field Work Inventory (Existing Conditions)	PrLA	10	\$800.00
Format Base Map for Conceptual Renderings (Proposed Improvements)	CAD/GS	32	\$2,080.00
			\$17,860.00
B1: Park Site Inventory & Analysis (Field Work)			
Inventory & Analysis of all recreation spaces	PLA	40	\$4,400.00
- <i>McLane will visit each of the 30 parks; inspect all play features</i>	PrLA	32	\$2,560.00
- <i>Colwell Naegle will visit those parks with documented drainage and runoff problems; approximately 6 parks</i>	ES/PM	32	\$3,040.00
- <i>Fancy Parsley & Peters Design will visit all parks with buildings, pools, large structures; approximately 10 parks</i>	PrPE	18	\$1,710.00
	AIA	30	\$3,300.00
	MEP	30	\$2,850.00
			\$3,010.00
B2: Additional Site Inventory & Analysis (Field Work)			
Select Inventory & Analysis of non-park, city-owned lands (visit important vacant lots and greenway parcels)	PLA	10	\$1,100.00
	PrLA	12	\$960.00
	ES/PM	10	\$950.00
			\$6,580.00
C1: Develop Site Recommendations			
Prepare list of appropriate uses & recreation facilities for each park - includes assessment for green infrastructure; utilities; drainage problems; buildings	PLA	12	\$1,320.00
	PrLA	14	\$1,120.00
	ES/PM	14	\$1,330.00
	PrPE	8	\$760.00
	AIA	10	\$1,100.00
	MEP	10	\$950.00
			\$7,550.00
C2: Conceptual Plan Preparation			
Prepare Conceptual Sketches/Renderings for each Park (Complexity/extent of rendering is dependent upon current condition of park)	PLA	6	\$660.00
	PrLA	25	\$2,000.00
	CAD/GS	46	\$2,990.00
	APM	20	\$1,900.00
			\$3,125.00
C3: Prioritize and Rank			
Rank and prioritize the parks, as well as, the proposed improvements in each park; Prepare Matrix	PLA	6	\$660.00
	PrLA	16	\$1,280.00
	ES/PM	3	\$285.00
	PrPE	3	\$285.00
	AIA	3	\$330.00
	MEP	3	\$285.00
			\$6,990.00
D: Opinion of Probable Cost			
Prepare phased Opinion of Probable Cost, corresponding to each Park Plan	PLA	5	\$550.00
	PrLA	14	\$1,120.00
	ES/PM	14	\$1,330.00
	CAD/GS	40	\$2,600.00
	PrPE	6	\$570.00
	AIA	4	\$440.00
	MEP	4	\$380.00

E1: Meetings with Stakeholders & Public			\$6,995.00
Meet & Discuss with LHVA, UofS, Schools, Neighborhood Associations, etc.	PLA	18	\$1,980.00
	PrLA	18	\$1,440.00
	ES/PM	25	\$2,375.00
	PrPE	4	\$380.00
	AIA	4	\$440.00
	MEP	4	\$380.00

E2: Coordination with City Officials			\$3,495.00
Provide updates and reports to City; Develop consensus plans for each park	PLA	8	\$880.00
	PrLA	8	\$640.00
	ES/PM	5	\$475.00
	PrPE	5	\$475.00
	AIA	5	\$550.00
	MEP	5	\$475.00

Prepare Bound Color Report			\$5,640.00
Prepare an organized report that details and overviews existing conditions and opportunities for City Parks; include renderings, photos, budgets, etc.	PLA	4	\$440.00
	PrLA	16	\$1,280.00
	ES/PM	16	\$1,520.00
	PrPE	8	\$760.00
	AIA	8	\$880.00
	MEP	8	\$760.00

Miscellaneous Direct Costs			\$635.00
Mileage Costs (Our team is local and does not plan to charge mileage)			
Printing Costs: Preliminary Research, Data Collection and Field Mapping Stage (approx. 30 scaled base plans, print previous plans)	1		\$85.00
Printing Costs: Renderings / Recommendations Stage (30 scaled concept plans, materials for public meetings)	1		\$150.00
Printing Costs: Comprehensive Plan Stage (Draft and Final Reports; assume 4 copies; approx. 120 pages each)	1		\$400.00

Not-to-Exceed Total Cost	\$66,700.00
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McLane Associates (Recreation Planning/Landscape Architecture)	# of Hours	Hourly Rate	\$46,740.00
PLA - Principal Landscape Architect (T. McLane)	111	\$110.00 /HR	\$12,210.00
ES/PM - Environmental Scientist/Project Manager (P. Bechtel)	127	\$95.00 /HR	\$12,065.00
PrLA - Project Landscape Architect-in-Training (B. Pilkonis)	177	\$80.00 /HR	\$14,160.00
CAD/GS- CADD Technician/Graphics Specialist (P. McNeil)	118	\$65.00 /HR	\$7,670.00
Direct Costs			\$635.00
Colwell-Naegele Associates (Civil Engineering)	# of Hours	Hourly Rate	\$4,940.00
PCE - Principal Professional Civil Engineer (J. Colwell)	0	\$110.00 /HR	\$0.00
PrPE - Project Professional Engineer (M. Walsh)	52	\$95.00 /HR	\$4,940.00
Fancy Parsley (Architecture)	# of Hours	Hourly Rate	\$8,940.00
AIA - Principal Architect (M. Muller)	64	\$110.00 /HR	\$7,040.00
APM - Architectural Project Manager (C. Chelik)	20	\$95.00 /HR	\$1,900.00
Peters Design Group (MEP Engineering)	# of Hours	Hourly Rate	\$6,080.00
PME - Principal MEP Engineer (E. Peters)	0	\$110.00 /HR	\$0.00
MEP - MEP Project Manager (B. Nitch)	64	\$95.00 /HR	\$6,080.00

PHASE II – CONSULTANT TEAM HOURLY RATES

Thomas J. McLane Associates

Landscape Architects  Environmentalists
401 Stamford Avenue, Scranton, PA 18505 www.mclaneassociates.com
 (a) info@mclaneassociates.com (p) 610-347-3928 (f) 610-341-0419

Role on Team

Recreation Planning;
 Landscape Architecture;
 Environmental Science

McL Hourly Rate Schedule:

Principal, Landscape Architect	\$ 110.00
Environmental Scientist / Project Manager	\$ 95.00
Landscape Architect-in-Training	\$ 80.00
CADD Technician / Graphics Specialist	\$ 65.00



Colwell-Naegele Associates, Inc.
 CONSULTING ENGINEERS

Role on Team

Civil Engineering /Stormwater;
 Survey

CNA Hourly Rate Schedule:

Principal/Professional Engineer	\$ 110.00
Project Manager	\$ 95.00
Engineer in Training	\$ 80.00
Engineering Technician	\$ 65.00
CAD Operator	\$ 60.00
Clerical	\$ 40.00
2-Person Survey Crew	\$ 145.00
Professional Land Surveyor	\$ 85.00

PETERS DESIGN GROUP, Inc.
 Architectural Engineering Design
 Established in 1949

Role on Team

MEP & Structural Engineering for
 existing or proposed buildings /
 site utilities

PDG Hourly Rate Schedule:

Principal Engineer	\$ 110.00
Project Manager, QA/QC	\$ 95.00

FANCY PARSLEY
 ARCHITECTURAL DESIGN

Role on Team

Architectural Design for
 existing or proposed

FPA Hourly Rate Schedule:

Principal Architect	\$ 110.00
Project Manager / Designer	\$ 95.00

D

REQUIRED ATTACHMENTS



*Green Infrastructure Concept at Steamtown Mall
Downtown Scranton)*

PRIME CONSULTANT

**ATTACHMENTS
DATA SUBMISSION DOCUMENTS**

Attachment A. Affirmative Action Certification

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

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

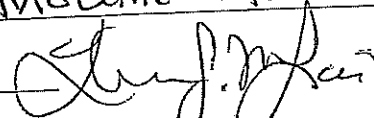
affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess
- (8) documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (9) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (10) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (11) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

November 8, 2019

DATE:

NAME OF PROPOSER: Thomas J. McLane & Associates, Inc.

BY: Thomas J. McLane 

TITLE: President

Attachment B. Certificate of Non-Segregated Facilities

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

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

Date: November 8, 2019

NAME OF PROPOSER: Thomas J. McNamee & Associates, Inc.

BY: Thomas J. McNamee
[Signature]
TITLE: President

Attachment C.
Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania
COUNTY OF Lackawanna

, being first duly sworn, deposes and says that:

1. He is Thomas J. McLane

(Owner, partner, officer, representative or agent)

of Thomas J. McLane & Associates, Inc., the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

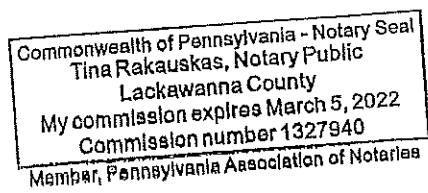
Signed *Sharon J. McLean*
President
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 7th DAY OF November
 , 20 19

(TITLE) Notary Public *Tina Rakauskas*

MY COMMISSION EXPIRES: 3/5, 2022



Attachment D. Disclosures by Firm or Contractor

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service.
2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made.
3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship.
4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value or discounted value.
5. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

VERIFICATION

I, Thomas J. McLane,
hereby state that I am (title) President for,
and am authorized to make this verification.

Signature: [Signature]

SUB-CONSULTANTS

ATTACHMENTS
DATA SUBMISSION DOCUMENTS

Attachment A. Affirmative Action Certification

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

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

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

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess
- (8) documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (9) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (10) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (11) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

10.31.19

DATE:

NAME OF PROPOSER: MICHAEL C. MUWER

BY: [Signature]

TITLE: PRESIDENT - FANCY PARSLEY ARCHITECTURE

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.

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11/6/2019

DATE:

NAME OF PROPOSER: COLWELL-NAEGELE ASSOCIATES, INC.

BY: [Signature]
JUDY COLWELL

TITLE: PRESIDENT

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.

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DATE:

NAME OF PROPOSER: Peters Design Group Inc

BY: Eugene J. Peters Eugene J Peters, PE/PLS

TITLE: President

Attachment B. Certificate of Non-Segregated Facilities

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

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

Date: 10.31.19

NAME OF PROPOSER: MICHAEL C. MULLER

BY: 

TITLE: PRESIDENT - FANCY FADELEY ARCHITECTURE

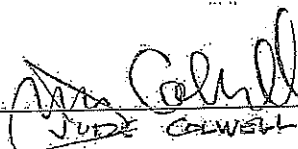
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NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001

Date: 11/6/2019

NAME OF PROPOSER: COLWELL-NABGOL ASSOCIATES, INC.

BY: 
JUDE COLWELL

TITLE: PRESIDENT

Attachment B. Certificate of Non-Segregated Facilities

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

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

Dme.: _____

NAME OF PROPOSER: Peters Design Group Inc. _

BY: Eugene J Peters

TITLE: Eugene J Peters, President

Attachment C.
Non-Collusion Affidavit of Prime Bidder

STATE OF PENNSYLVANIA
COUNTY OF LACKAWANNA

, being first duly sworn, deposes and says that:

1. He is OWNER

(Owner, partner, officer, representative or agent)

of FANCY PARSLEY LLC, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed Wendy C. C. C.
PRESIDENT - FANCY PARSLEY ARCHITECTURE
 (TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 31st DAY OF OCTOBER
 , 20 19

(TITLE) _____

MY COMMISSION EXPIRES: , 20____

Attachment C.
Non-Collusion Affidavit of Prime Bidder

STATE OF PENNSYLVANIA

COUNTY OF LACKAWANNA

JUDE COLWEN

, being first duly sworn, deposes and says that:

1. He is OWNER

(Owner, partner, officer, representative or agent)

of COLWEN-NASRINE ASSOCIATES, INC., the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed *Mr. Coll*
PRESIDENT
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 6TH DAY OF NOVEMBER
2019

(TITLE) *Michael J. Fenick* PROJECT ENGINEER
MY COMMISSION EXPIRES: 12-2, 2020

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Michael J. Fenick, Notary Public
Clarks Summit Boro, Lackawanna County
My Commission Expires Dec. 2, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Attachment C.
Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania

COUNTY OF Lackawanna

Eugene J Peters, being first duly sworn, deposes and says that:

1. He is President

(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, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;**
- 5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.**

Non-Collusion Affidavit
Signature Page

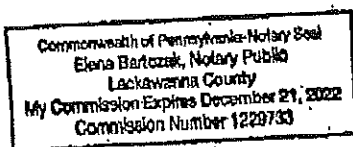
Signed Eugene J Peters

(TITLE) Eugene J Peters, President

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 7TH DAY OF November ~ 2019
_____ :2019 _____ ~ _____

(TITLE) Elena Bartczak - Notary Public
MY COMMISSION EXPIRES: 20-22



Attachment D. Disclosures by Firm or Contractor

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service.
2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made.
3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship.
4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value or discounted value.
5. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

VERIFICATION

I, MICHAEL C. MULLER,
FANCY PARSLEY LLC hereby state that I am (title) OWNER for,
and am authorized to make this verification.

Signature: _____



Attachment D. Disclosures by Firm or Contractor

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 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service. **NONE**
2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. **NO**
3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship. **NO**
4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value or discounted value. **NO**
5. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist. **NO**
6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

VERIFICATION

I, JUDE COLWELL,
hereby state that I am (title) PRESIDENT for
COLWELL - NAZARE and am authorized to make this verification.
ASSOCIATES

Signature: Jude Colwell

Attachment D. Disclosures by Firm or Contractor

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- List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service.
- 2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made.
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- 4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value or discounted value.
- 5. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent potential, or actual conflict of interest may exist.
- 6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

VERIFICATION

I, **Eugene J Peters** hereby state that I am (title) **President** for, **Peters Design Group Inc.** and am authorized to make this verification.

Signature: Eugene J Peters

E

ADDITIONAL EXPERIENCE

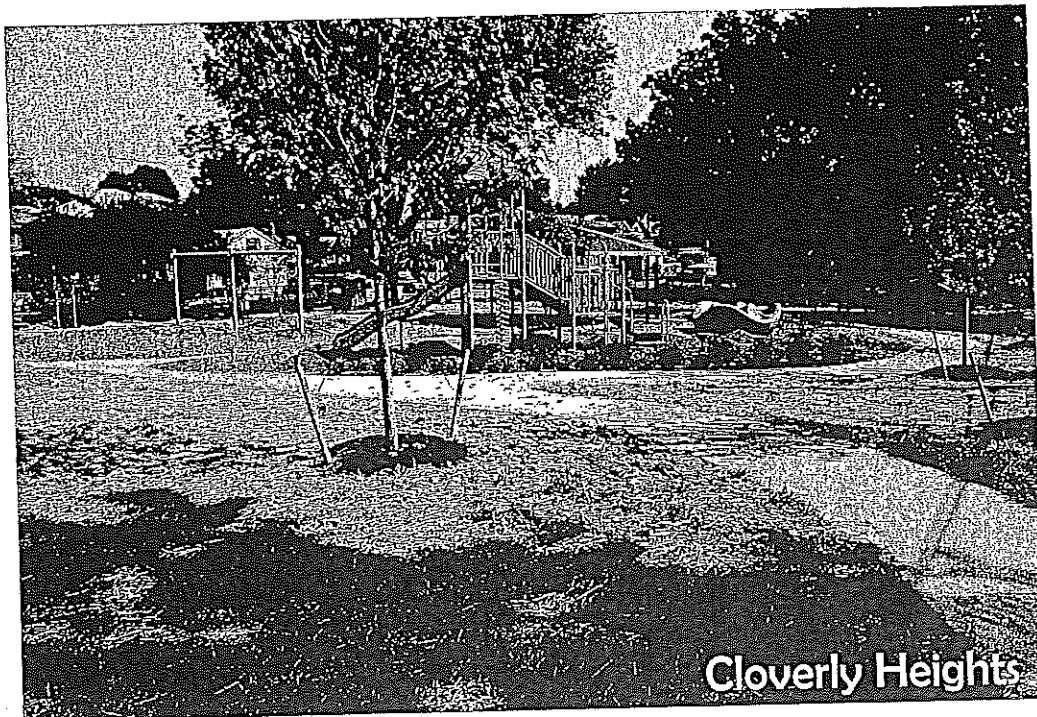
Following are a range of project examples that highlight the unique development ideas and creativity that our firm can bring to a project. We anticipate this project will encompass several components including passive recreation, classic park amenities, active recreation, trails, educational signage, supporting infrastructure, green infrastructure, etc. We can draw from all of our past projects to create a prioritized comprehensive plan that is unique and specific to the City of Scranton's needs.



*Orchard Street / Connors Park
(City of Scranton, South Scranton)*



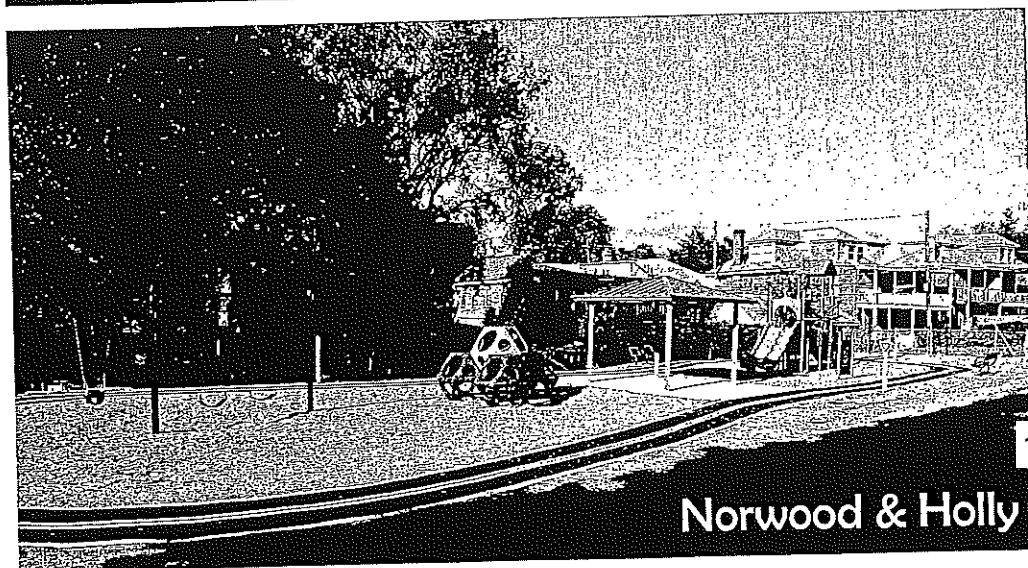
McLane Associates has worked with the City of Harrisburg since 2015 on renovations to 6 City Parks that were deteriorated and run-down. Services included conceptual master planning, grant applications to DCNR, final design, construction drawings, management and construction oversight.



Cloverly Heights



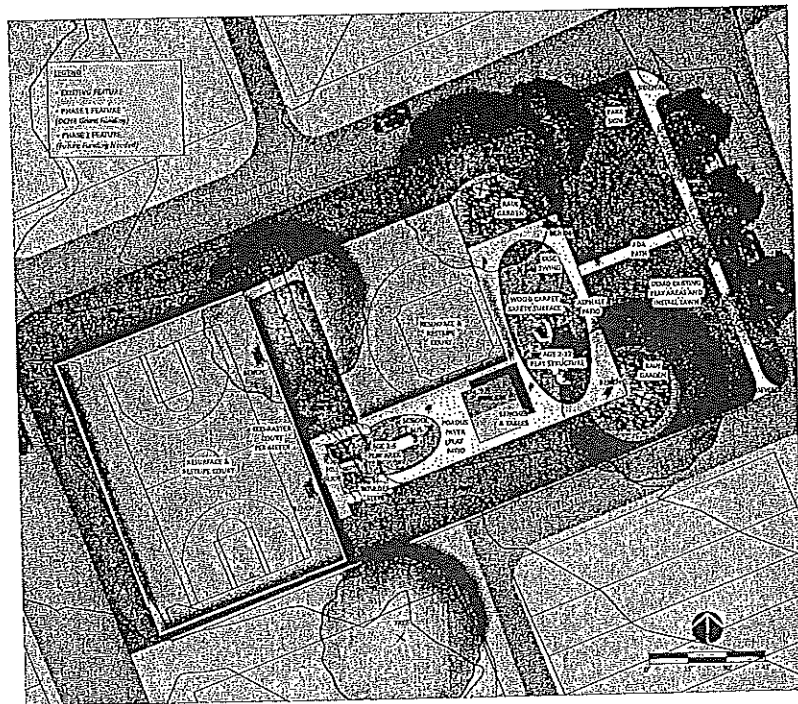
Royal Terrace



Norwood & Holly

CONCEPTUAL MASTER PLAN

SCALE 1"=15'



CLOVERLY HEIGHTS PARK SITE DEVELOPMENT DRAWING

CITY OF HARRISBURG
DAUPHIN COUNTY, PENNSYLVANIA

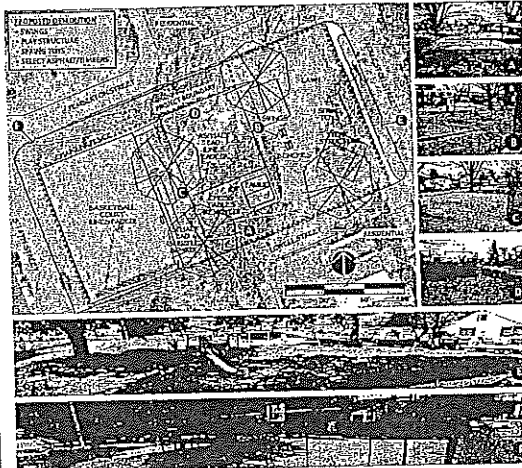
SITE & PROJECT INFORMATION

PROJECT GOALS

PROJECT NAME: Cloverly Heights Park, Harrisburg
APPLICANT/OWNER: The City of Harrisburg
ADDRESS OF SITE: 41st Street, 17th Street
LANDSCAPE/LAND USE: Recreational
PREPARED BY: Thomas J. Milane & Associates, Inc.
DATE: April 16, 2015
SCALE: 1"=30'

1. Provide the City of Harrisburg with a Planned Conceptual Master Site Plan and Design Guidelines for the site.
2. Develop a playground safety plan as required by the City of Harrisburg and the Pennsylvania Department of Education.
3. Provide a detailed site plan showing the layout of the playground and surrounding areas.
4. Develop a plan for the parking area and surrounding areas.
5. Develop a plan for the walking paths and surrounding areas.

EXISTING CONDITIONS SCALE 1"=30'



PROPOSED PLAYGROUND FEATURES

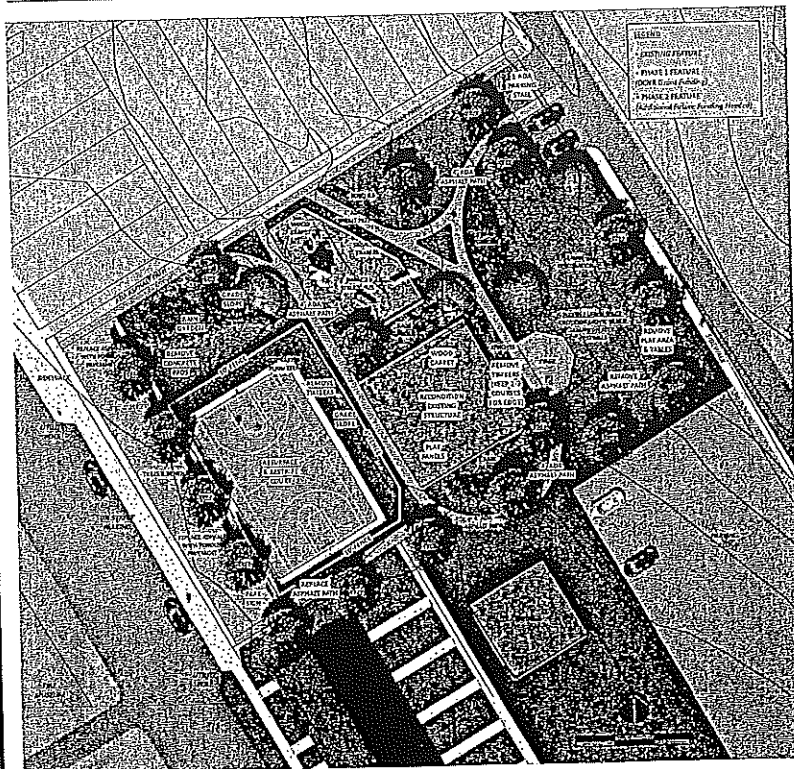


Prepared for
STR
APRIL 16, 2015

Prepared by
Thomas J. Milane & Associates
Landscape Architects - Environmentalists

CONCEPTUAL MASTER PLAN

SCALE 1"=15'



4TH & DAUPHIN PARK SITE DEVELOPMENT DRAWING

CITY OF HARRISBURG
DAUPHIN COUNTY, PENNSYLVANIA

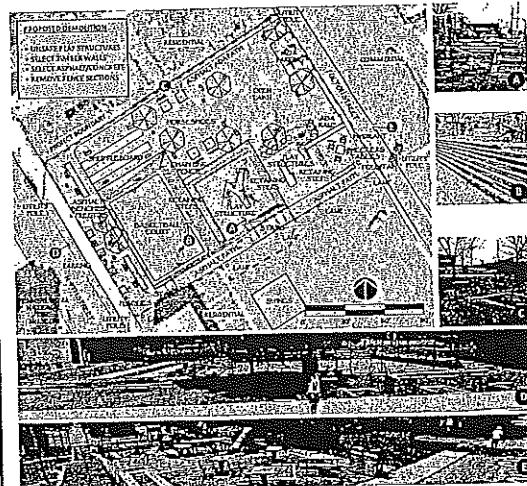
SITE & PROJECT INFORMATION

PROJECT GOALS

PROJECT NAME: 4th & Dauphin Park, Harrisburg
APPLICANT/OWNER: The City of Harrisburg
ADDRESS OF SITE: 4th Street, 17th Street
LANDSCAPE/LAND USE: Recreational
PREPARED BY: Thomas J. Milane & Associates, Inc.
DATE: April 16, 2015
SCALE: 1"=30'

1. Provide the City of Harrisburg with a Planned Conceptual Master Site Plan and Design Guidelines for the site.
2. Develop a playground safety plan as required by the City of Harrisburg and the Pennsylvania Department of Education.
3. Provide a detailed site plan showing the layout of the playground and surrounding areas.
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5. Develop a plan for the walking paths and surrounding areas.

EXISTING CONDITIONS SCALE 1"=30'



PROPOSED PLAYGROUND FEATURES



Prepared for
STR
APRIL 16, 2015

Prepared by
Thomas J. Milane & Associates
Landscape Architects - Environmentalists

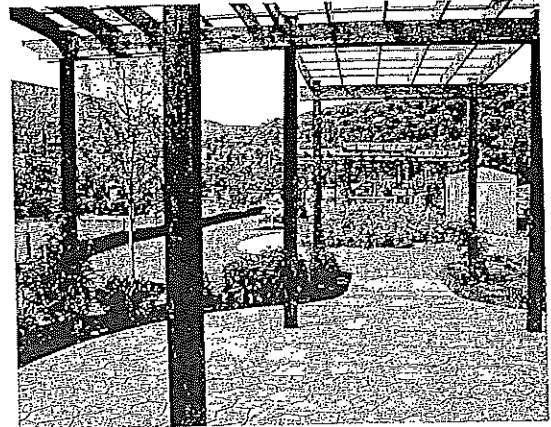
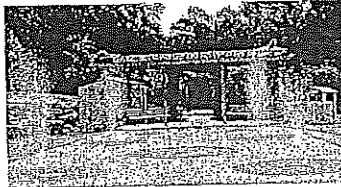
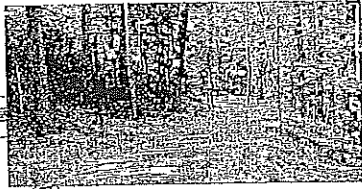
SOUTH ABINGTON COMMUNITY PARK AND TRAIL

MASTER SITE PLAN AND TRAIL DESIGN

South Abington - Lackawanna County, PA

Project Overview

McLane Associates provided South Abington Township residents with a park master plan, construction documents, and construction oversight for 70-acre multi-use recreational park. The design combines the natural beauty of the streamside trail and wooden covered bridges with the excitement of winter ice skating, hockey rinks, a skateboard/roller park, basketball courts and the bright colors of an interactive, splash fountain. McLane Associates provided both quiet green space and active recreation, giving the park new dimension and a sense of destination.



Contact

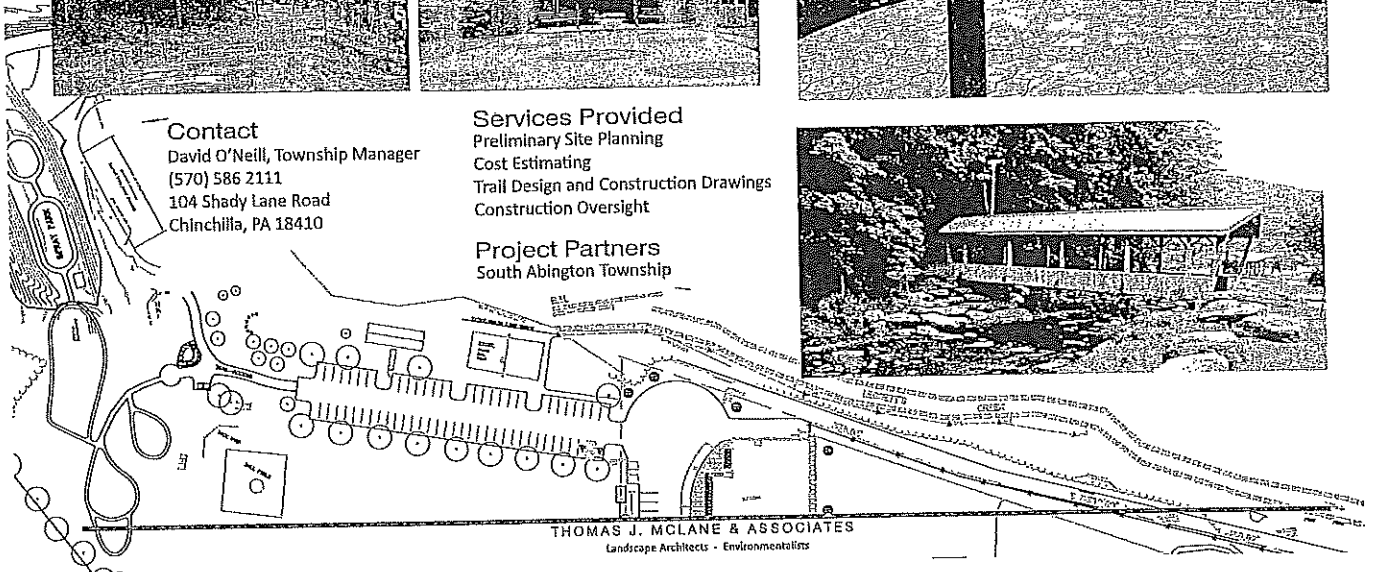
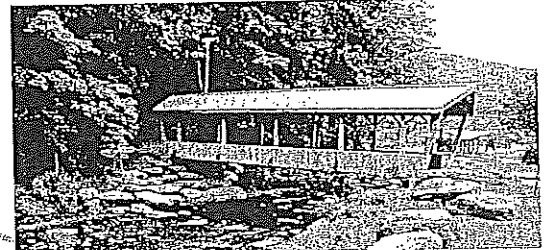
David O'Neill, Township Manager
(570) 586 2111
104 Shady Lane Road
Chinchilla, PA 18410

Services Provided

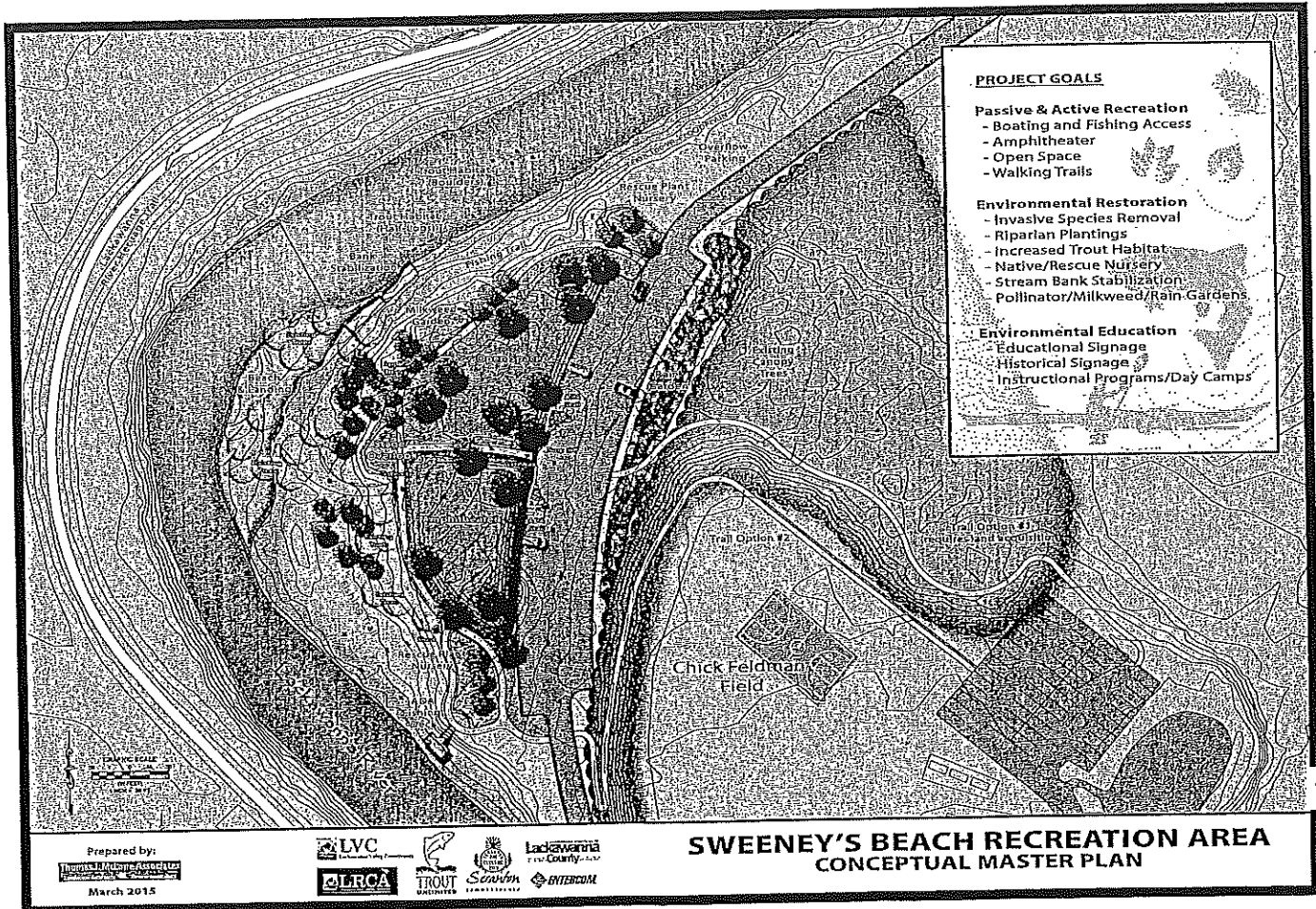
Preliminary Site Planning
Cost Estimating
Trail Design and Construction Drawings
Construction Oversight

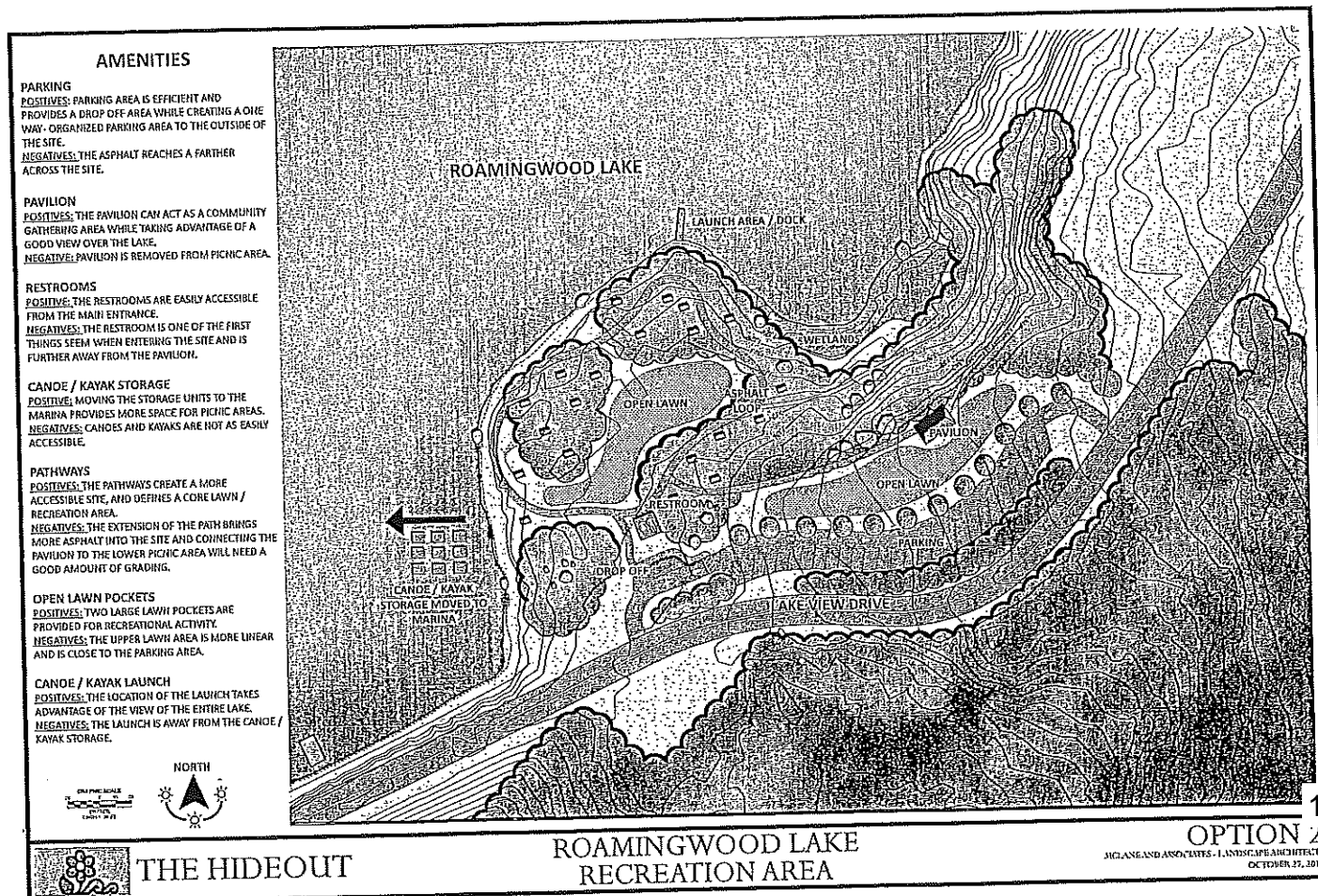
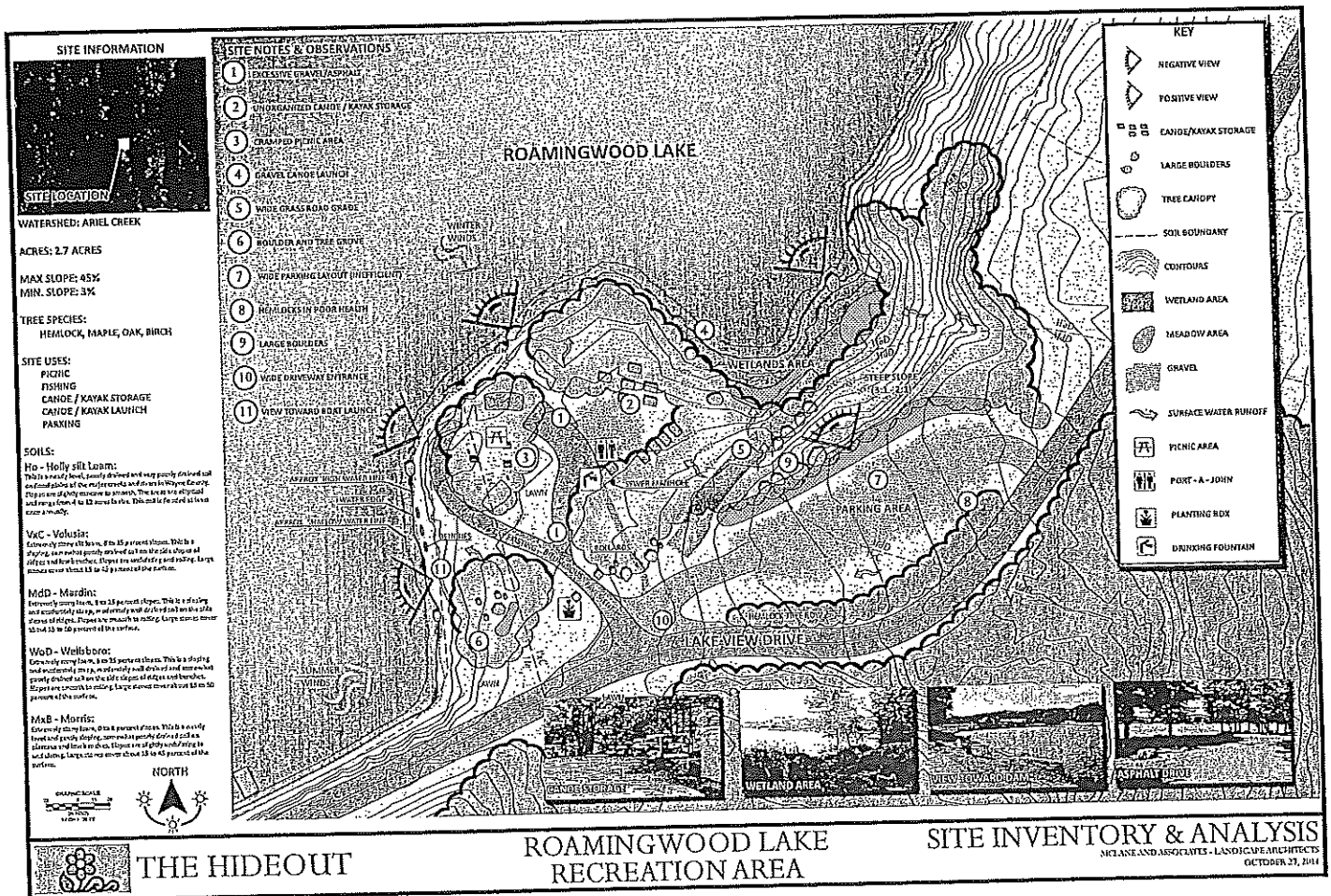
Project Partners

South Abington Township



THOMAS J. MCLANE & ASSOCIATES
Landscape Architects - Environmentalists





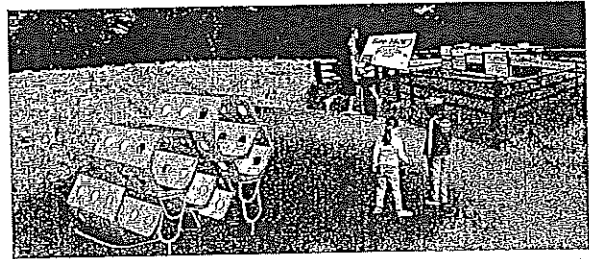
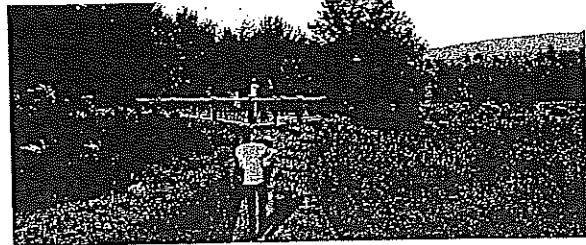
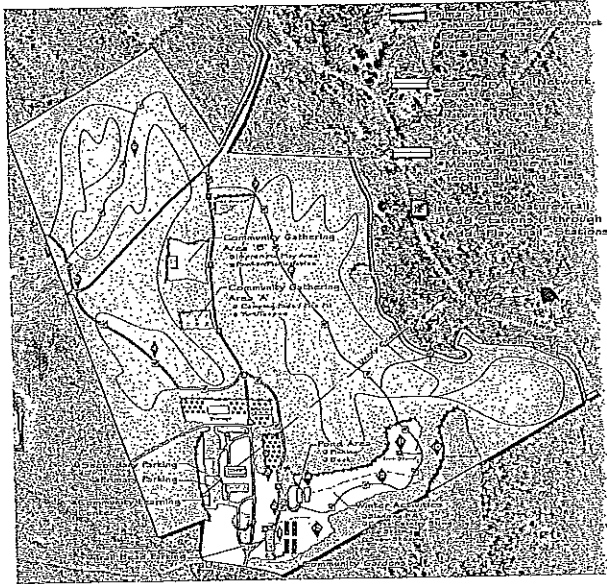
LACKAWAXEN MASTER PLAN

MASTER SITE PLAN

Lackawaxen Township - Hawley, PA, PA

Project Overview

A master site plan was developed for Lackawaxen Township to transform the wooded 32 acre parcel into a park with the main goals being conservation, environmental education, and passive recreation. With these goals in mind, the plan was broken into a series of phases starting with the implementation of a trail and directional signage all the way to the addition of play stations and a community learning center. In the end, the site will be developed into a community asset that combines recreation with education.



Project Partners
Lackawaxen Township
Pocono Forest & Wildlife Service

Services Provided
Conceptual Design
Master Site Plan



THOMAS J. MCLANE & ASSOCIATES
Landscape Architects - Environmentalists

DREHER RIPARIAN NATURE TRAIL

TRAIL LAYOUT AND DESIGN, MASTER SITE PLAN

Dreher Township - Wayne County, PA

Project Overview

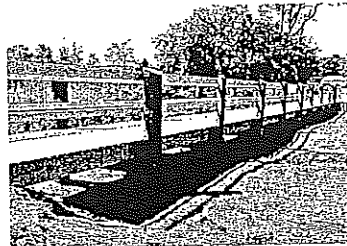
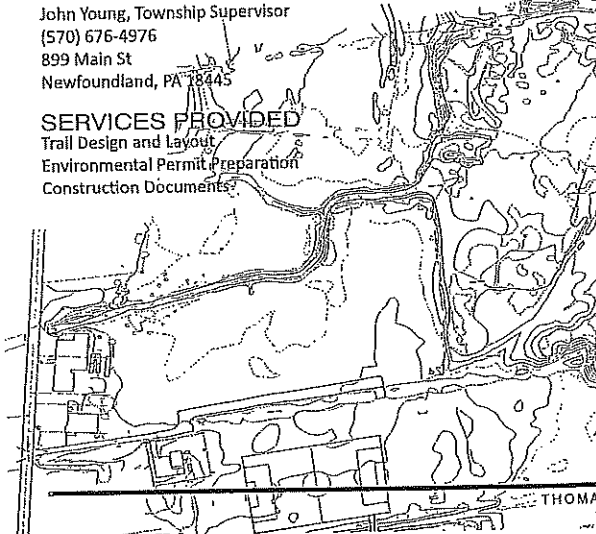
Our firm assisted Dreher Township with the design, permitting and construction of a nature trail along the riparian zone of Wallenpaupack Creek. The ADA accessible trail is comprised of a modified stone tread and an innovative fiber material closest to the creek. The trail is outfitted with benches and educational signage that expands upon the native stream and wetland ecology.

Project Partners
Dreher Township

Contact

John Young, Township Supervisor
(570) 676-4976
899 Main St
Newfoundland, PA 18445

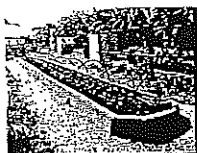
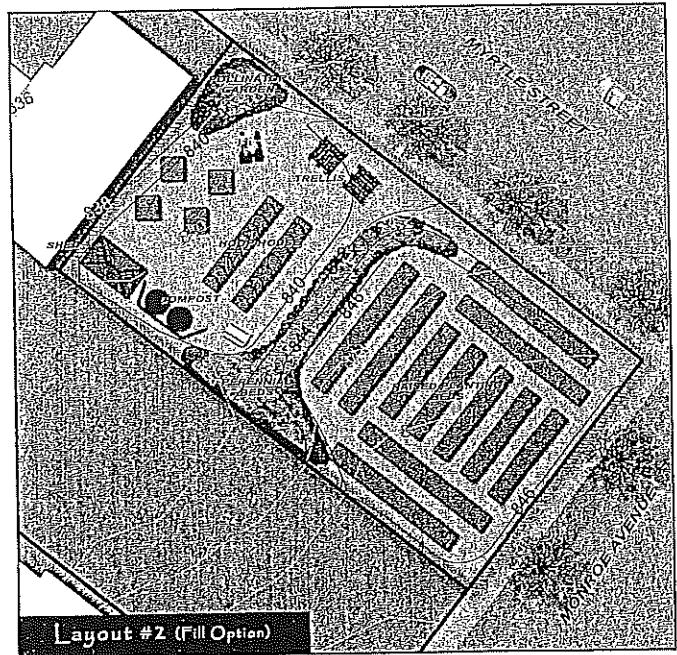
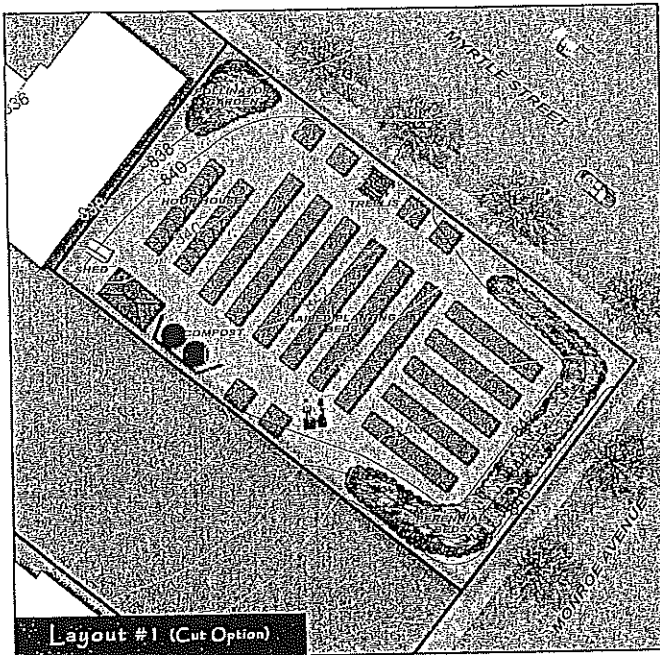
SERVICES PROVIDED
Trail Design and Layout
Environmental Permit Preparation
Construction Documents



THOMAS J. MCLANE & ASSOCIATES
Landscape Architects - Environmentalists

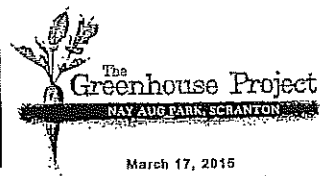


**DONALD & EDITH McLANE
LEGGETT'S CREEK GREENWAY**



GARDEN FEATURES

SLOPE TREATMENT & PERENNIAL BEDS

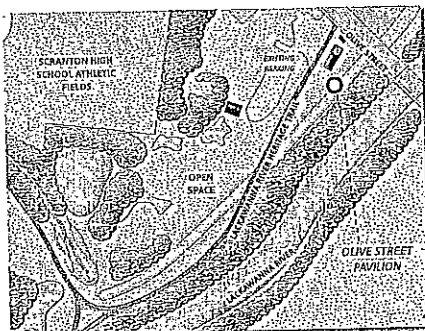
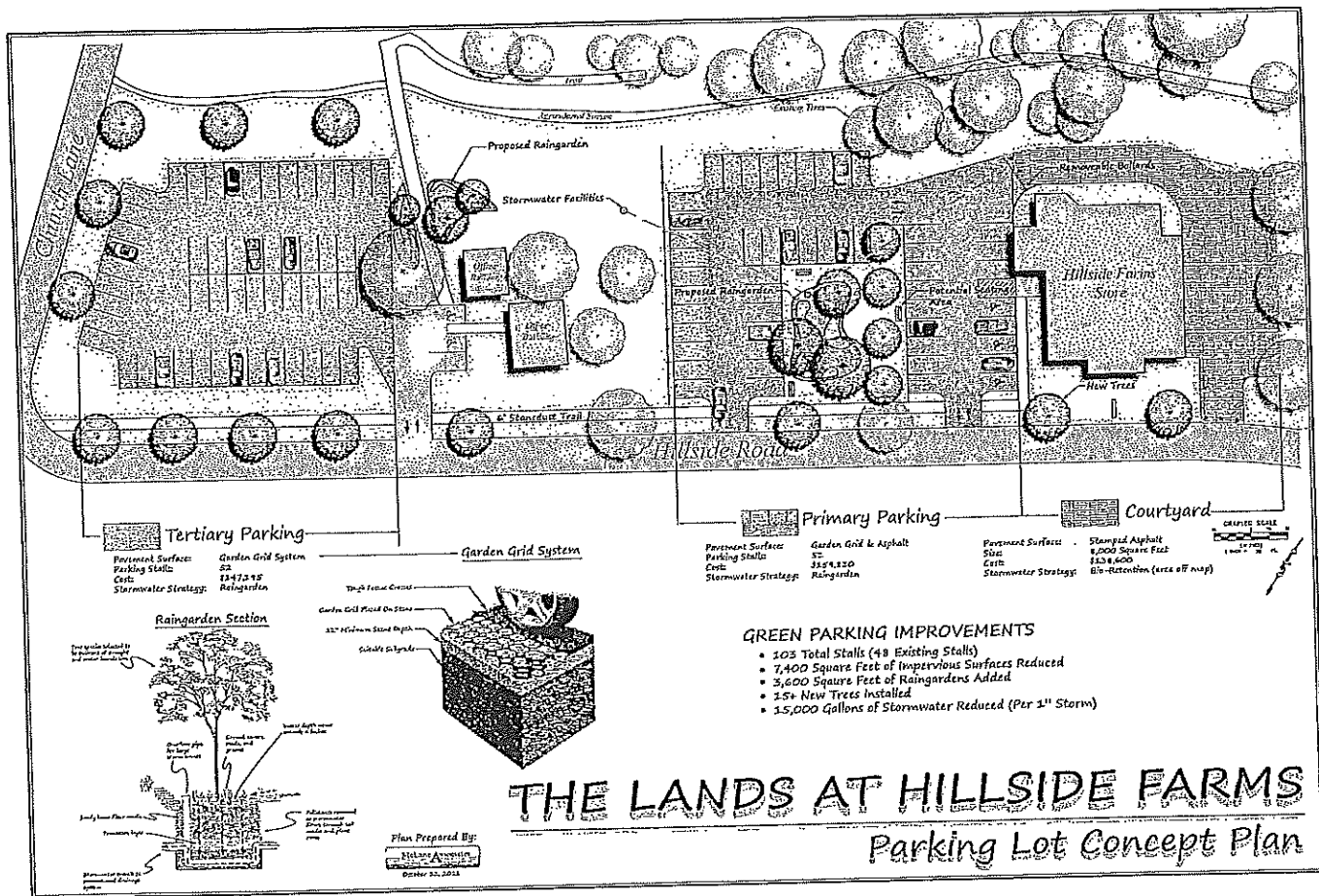


March 17, 2015

Monroe Avenue / Myrtle Street Community Garden Project

Architect: Donald & Edith McLane
McLANE ASSOCIATES, Inc.
1000 North 10th Street, Suite 100
Scranton, PA 18503

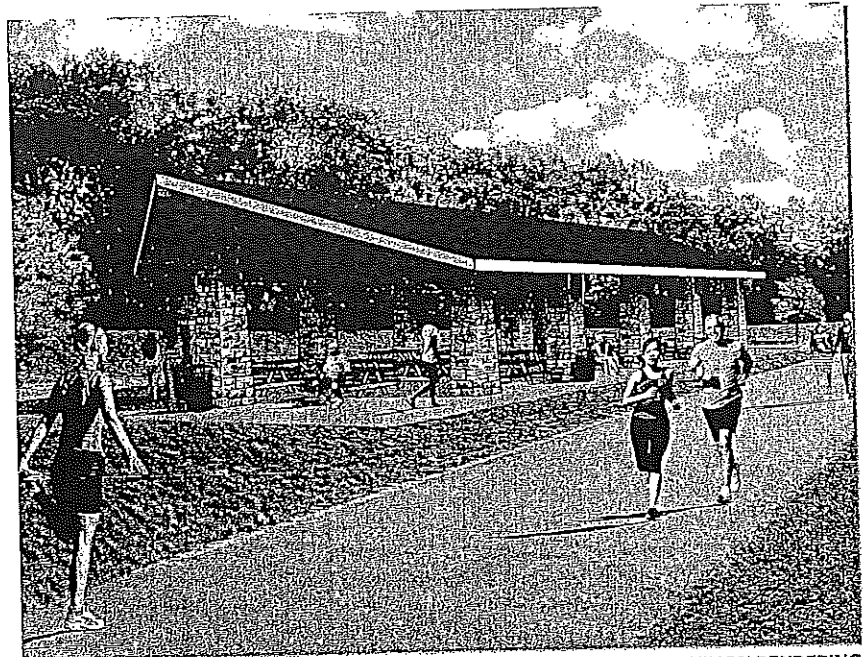
Scale: 1 inch = 10 feet



PROPOSED PAVILION LOCATION



EXISTING CONDITIONS - LOOKING ALONG LACKAWANNA RIVER HERITAGE TRAIL FROM OLIVE STREET



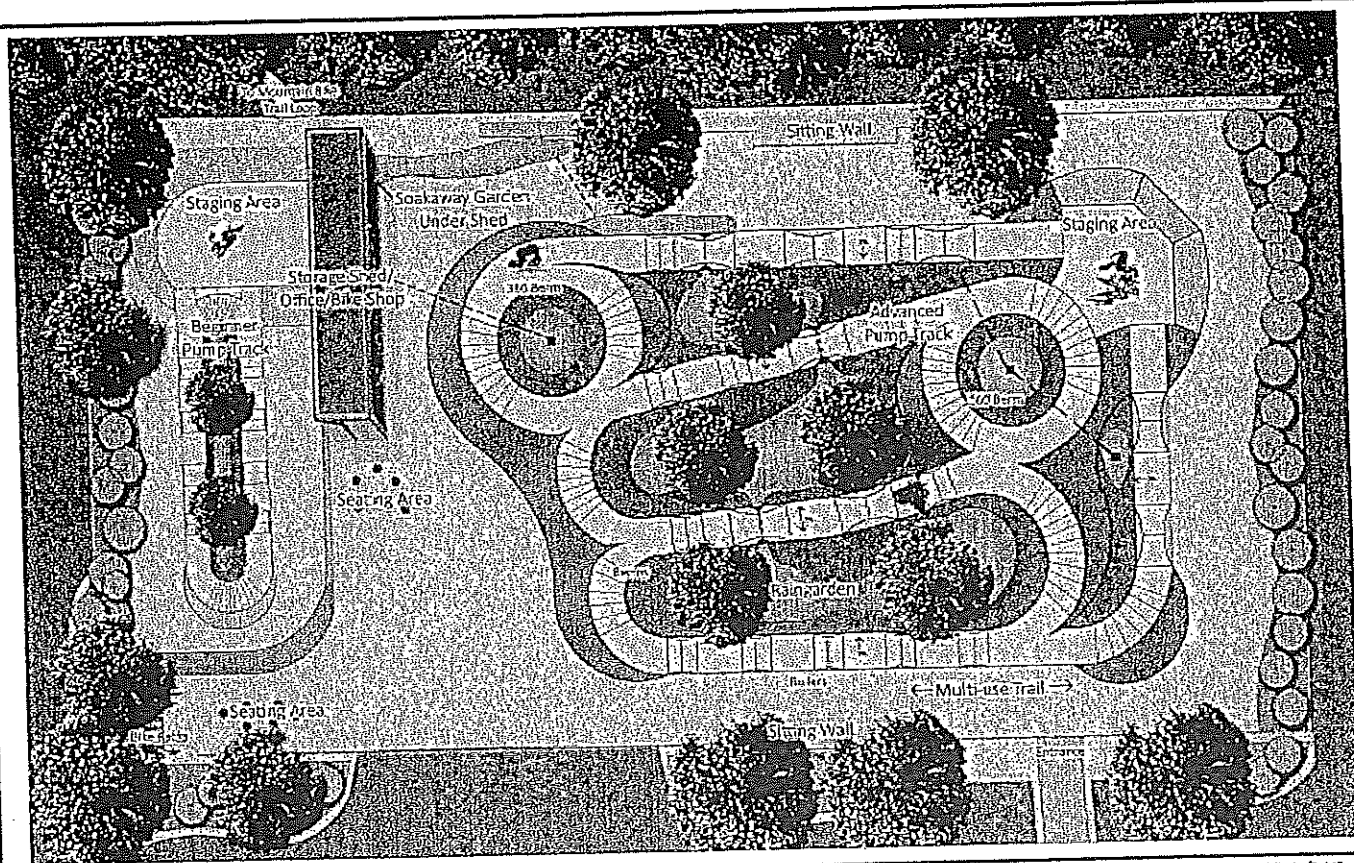
PROPOSED PAVILION RENDERING

OLIVE STREET MULTI-PURPOSE PAVILION AND COMMUNITY GATHERING SPACE:

WITH NEW AMENITIES AND ENHANCEMENTS, THE OLIVE STREET TRAIL HEAD HAS POTENTIAL TO BECOME ONE OF THE MOST HEAVILY UTILIZED HUBS AND ACCESS POINTS ALONG THE LACKAWANNA RIVER HERITAGE TRAIL. ITS LOCATION TO THE SCRANTON HIGH SCHOOL, THE SCRANTON RUNNING CLUB, THE LACKAWANNA RIVER AND DOWNTOWN SCRANTON FURTHER BOLSTERS THIS LOCATION AS A PRIORITY AREA. THE SITE IS ALREADY UTILIZED FOR COMMUTING AND RECREATION, AS WELL AS, A VENUE FOR MANY BENEFICIAL COMMUNITY EVENTS, LIKE THE SCRANTON HALF-MARATHON, RIVERFEST, AND MULTIPLE MEMORIAL AND BENEFIT RACES. THE INSTALLATION OF A NEW PAVILION, WITH OR WITHOUT RESTROOMS AND CONCESSIONS, WILL INCREASE THE SITE'S FUNCTIONALITY AND PROVIDE A VENUE CAPABLE OF MORE EFFICIENTLY HOSTING COMMUNITY GATHERINGS.

TENTATIVE PROJECT PARTNERS





Philadelphia Pump Track

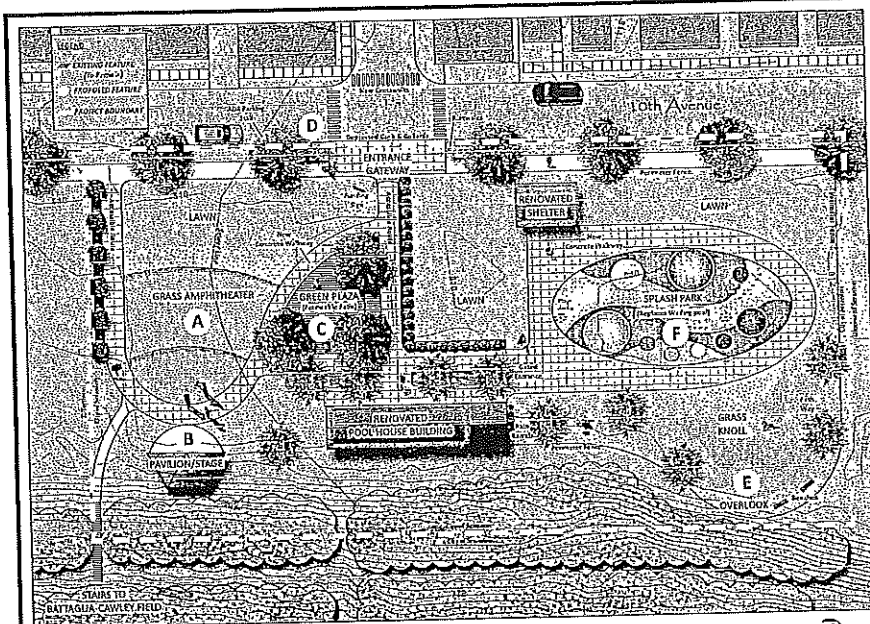
Fairmount Park, Philadelphia, PA

PumpTrack Partners:
Mayor's Coalition of Philadelphia
Bike Share
Specialized Bikes
311 Consulting and Design Services

PHILADELPHIA
PARKS &
RECREATION



PumpTrack Design/Drawn/Sealed:
Katie C. A. Dean, PE, Landscape Architect
Vicki Appa
Defining Designs
Landscape Architects

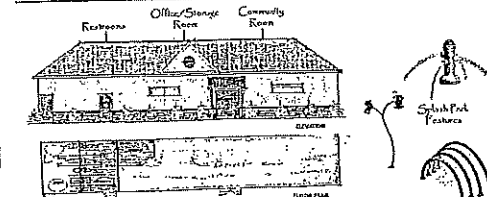


CONCEPTUAL MASTER PLAN

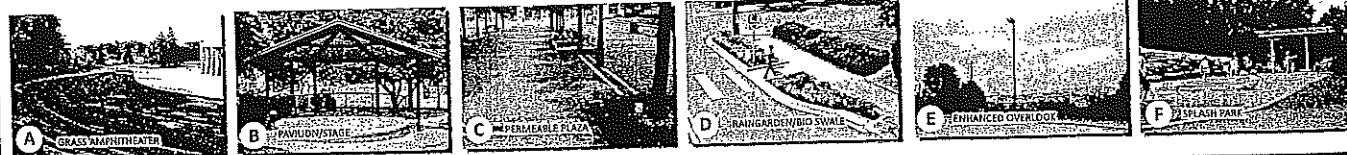
PROJECT INFORMATION	
PROJECT NAME	Novembrino Park Improvements
APPLICANT/OWNER	The City of Scranton
ACREAGE OF SITE	1.28 acres (59716.87 sq ft)
SURROUNDING LAND USE	Urban (Residential, Commercial, & Recreational)
HYDROLOGY	Water Bodies/Wetlands: Not Present
SOILS	Urban Land, (U)
WORK LIMITS	1.28 acres (entire parcel)
MAPPING REFERENCES	Lackawanna County, PASDA
PROPOSED DEMOLITION	Adult Pool, Bathhouse, Sidewalks, Perimeter Fence
PROPOSED IMPROVEMENTS	Splash park, Renovate pool house into community center & restroom, Enhanced overlook, Green infrastructure, New plaza/pavilions to provide community gathering/performance space, Renovate/paint shelter, Fence



EXISTING CONDITIONS



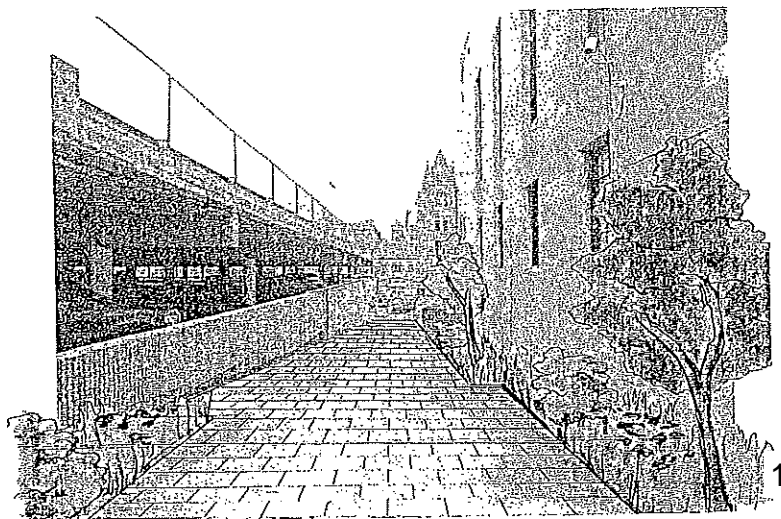
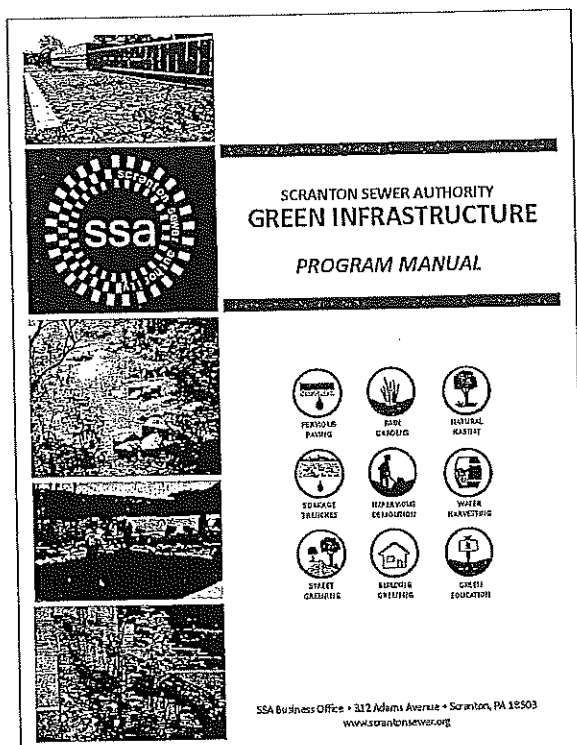
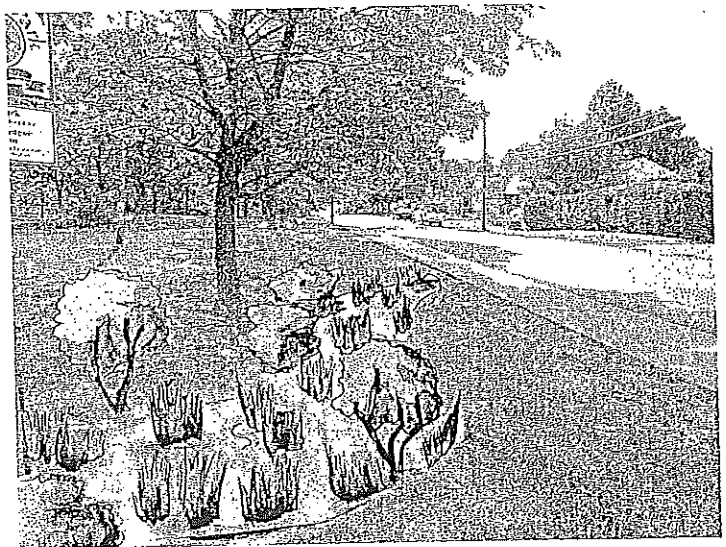
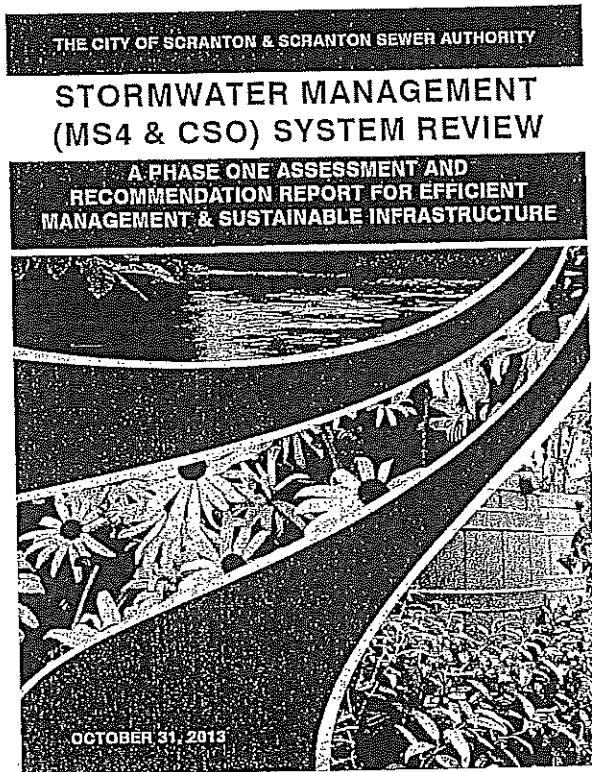
PROPOSED ENHANCEMENTS



NOVEMBRINO PARK IMPROVEMENTS PROJECT

SITE DEVELOPMENT DRAWING

CITY OF SCRANTON
LACKAWANNA COUNTY, PENNSYLVANIA
PA DCNR BRC C2P2 SUBMISSION: APRIL 2016



Hill Neighborhood Association (HNA) Poplar & Clay Parcel Development Options & Assessment

Option #1: Gateway

- A gateway comprised of low stone walls and columns with the gargoyles statues can be constructed. However, the impact of a gateway is reduced on this side of the street. Site lacks visibility and would require tree removal, especially along Clay Avenue.

Option #2: Recreation Area

- More suitable for passive recreation (seating areas, gazebo, open lawn) rather than active recreation (courts, fields, playground); however, the site lacks parking, is very small and may become an unwanted hangout. Enhanced bus stop with shelter may be warranted (speak with COLTS)

Option #3: Via partnership, acquire abutting property (vacant house) to increase parcel size

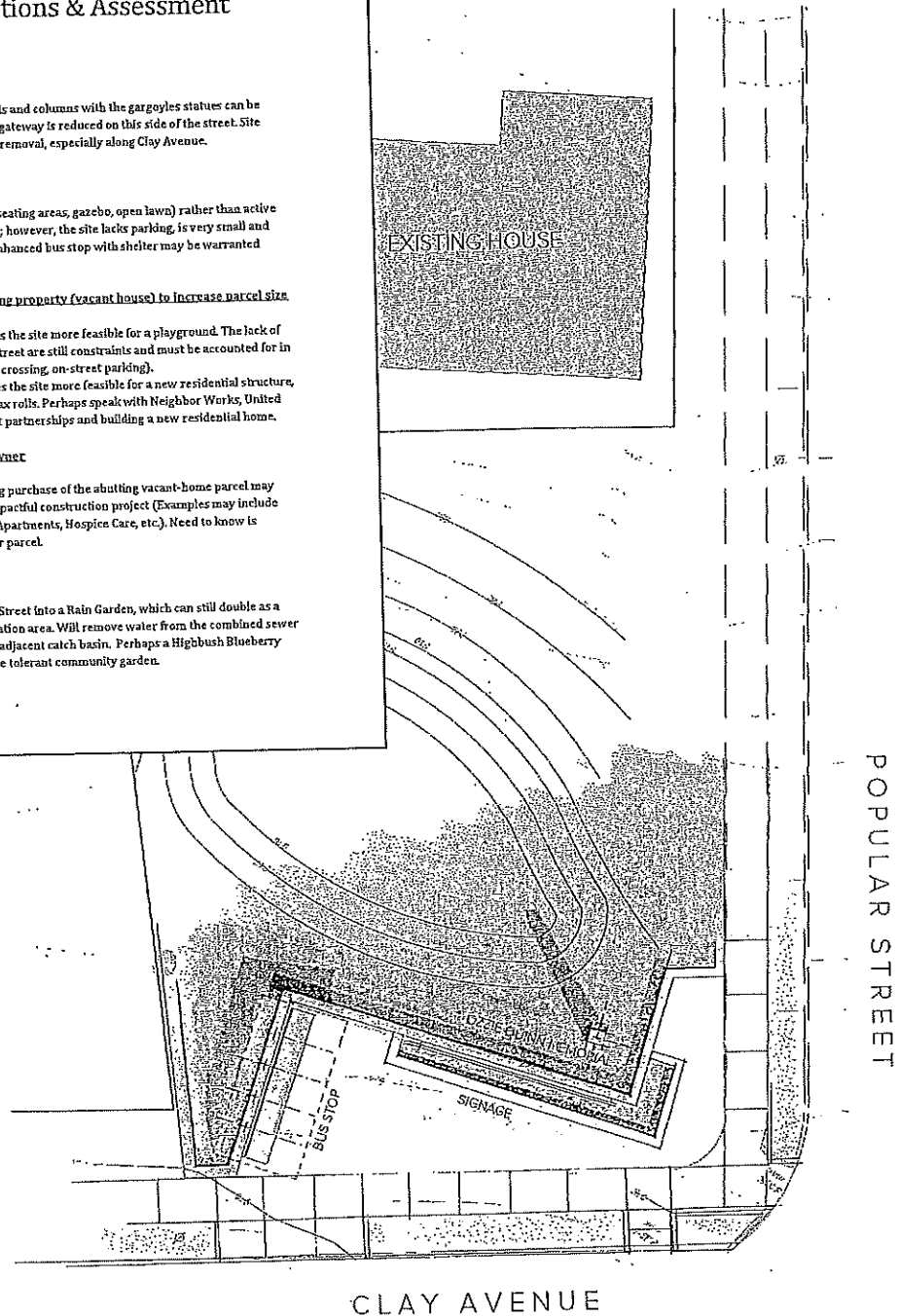
- Increasing the size of the parcel makes the site more feasible for a playground. The lack of visibility, the steep slopes, and busy street are still constraints and must be accounted for in the design phase (fencing, pedestrian crossing, on-street parking).
- Increasing the size of the parcel makes the site more feasible for a new residential structure, which would keep the parcel on the tax rolls. Perhaps speak with Neighbor Works, United Neighborhood Center, IHM, etc. about partnerships and building a new residential home.

Option #4: Re-sell to adjacent property owner

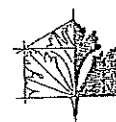
- Reselling this parcel, and encouraging purchase of the abutting vacant-home parcel may encourage a more substantial and impactful construction project (Examples may include expansion for the New Country Day Apartments, Hospice Care, etc.). Need to know is Comcast has long term plans for their parcel.

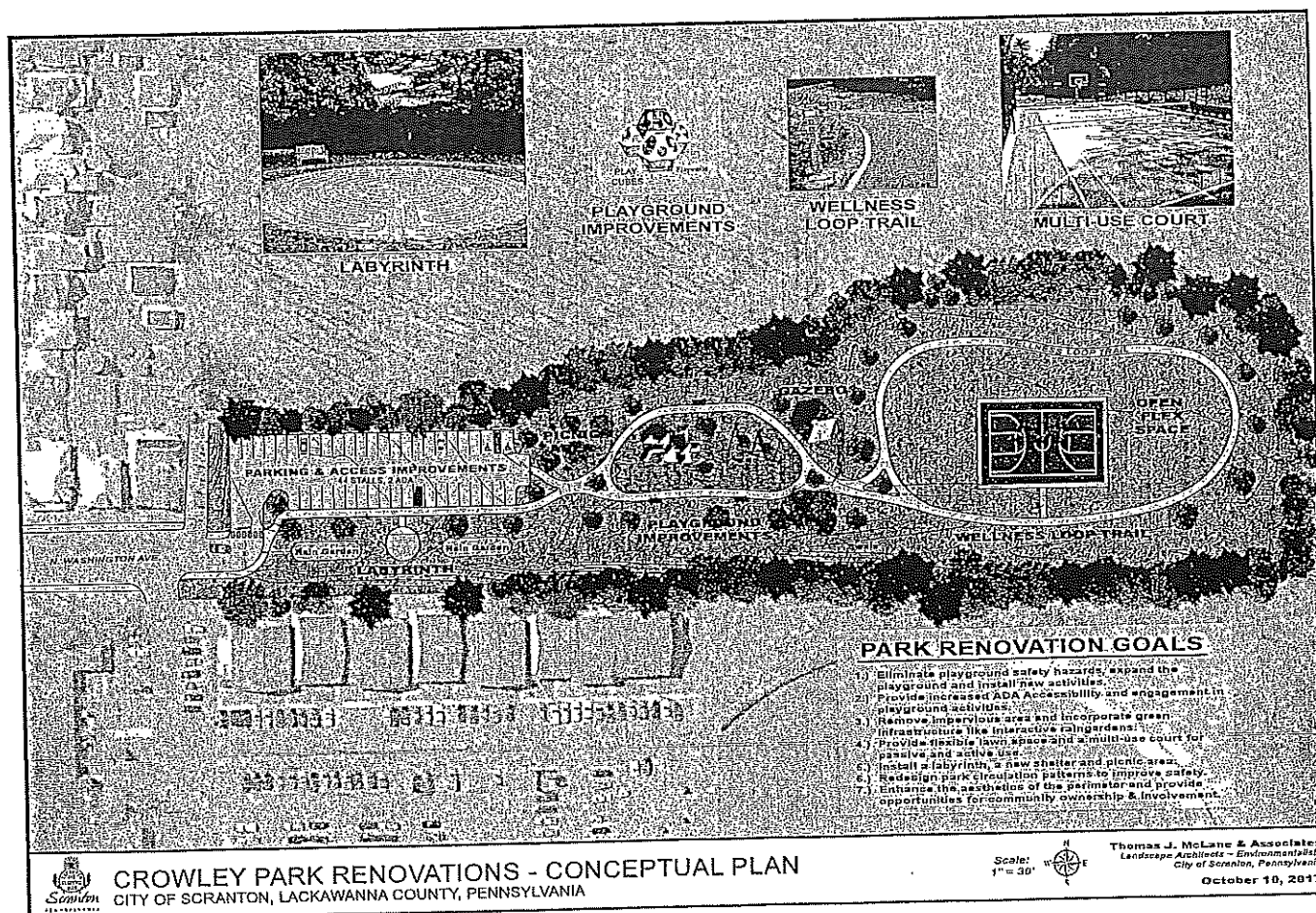
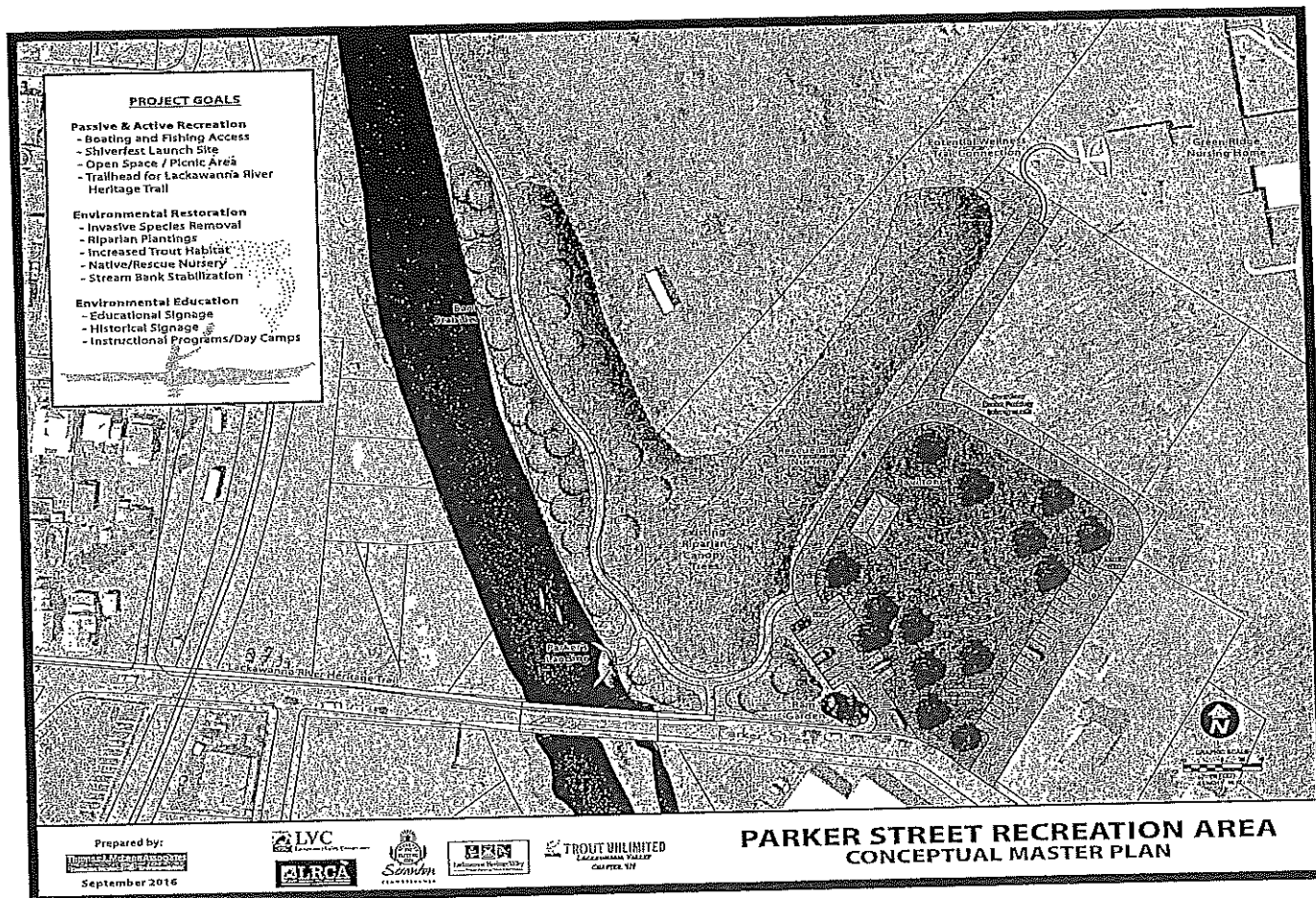
Option #5: Stormwater Management

- Redirect surface runoff from Poplar Street into a Rain Garden, which can still double as a seating area, gateway/passive recreation area. Will remove water from the combined sewer system, with overflow back into the adjacent catch basin. Perhaps a Highbush Blueberry grove or another more-unique, shade tolerant community garden.



ITERATION 3

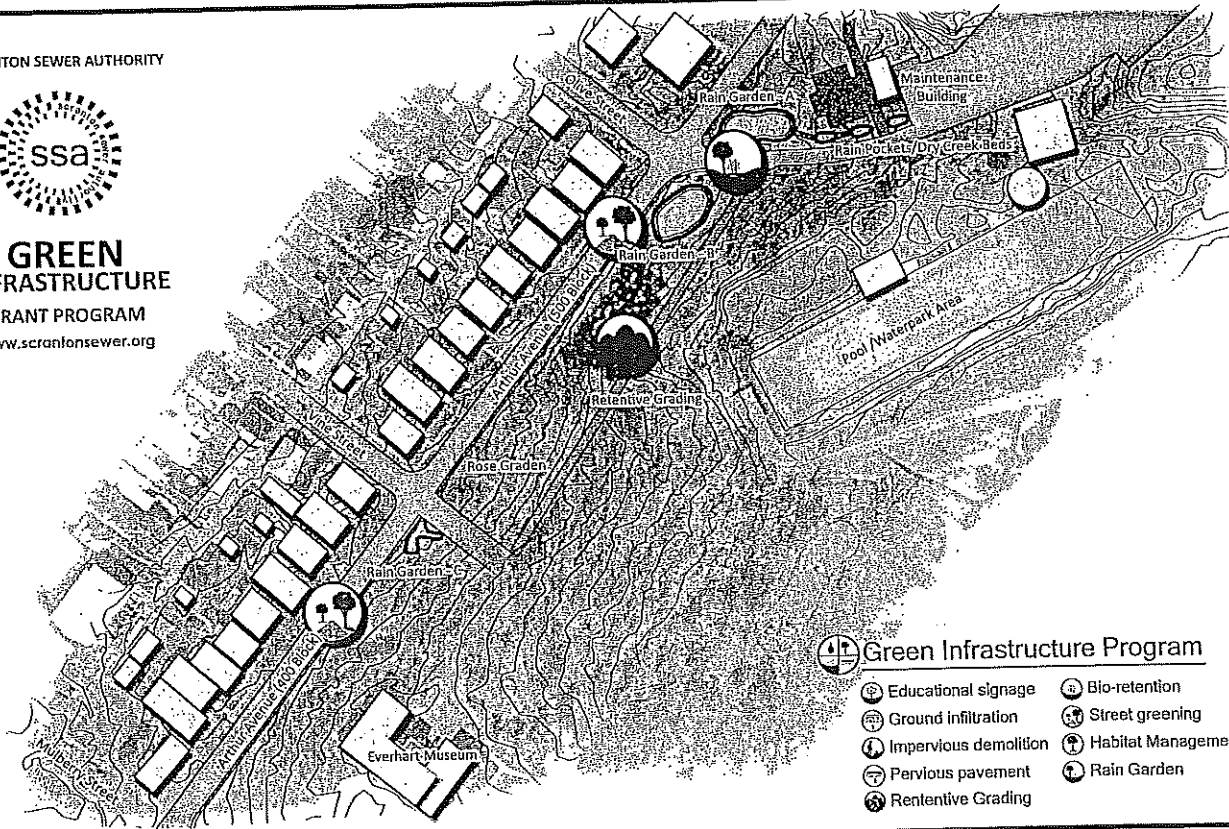




SCRANTON SEWER AUTHORITY



**GREEN
INFRASTRUCTURE**
GRANT PROGRAM
www.scrantonsewer.org



Green Infrastructure Program

- Ⓢ Educational signage
- Ⓢ Bio-retention
- Ⓢ Ground infiltration
- Ⓢ Street greening
- Ⓢ Impervious demolition
- Ⓢ Habitat Management
- Ⓢ Pervious pavement
- Ⓢ Rain Garden
- Ⓢ Retentive Grading



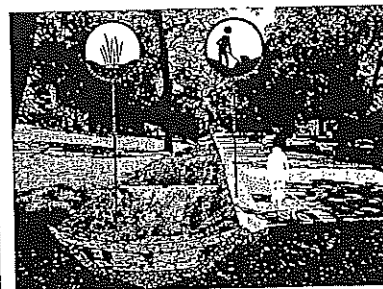
ARTHUR AVENUE GREEN INFRASTRUCTURE PROJECT

Nay Aug Park | City of Scranton | Lackawanna County

AUG. 12, 2012

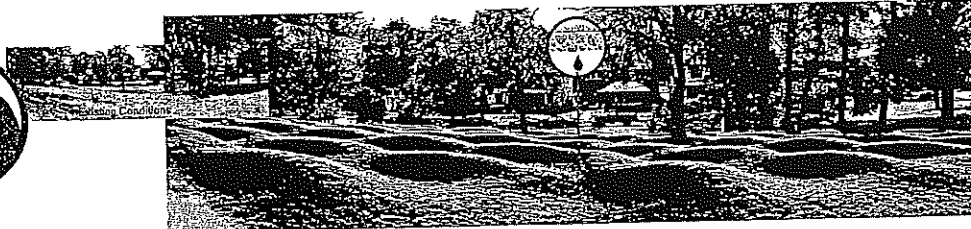
Scranton Sewer Authority
312 Adams Ave
Scranton, PA 18503

Design Team
- Ceco Associates
- McLane Associates



SCRANTON SEWER AUTHORITY

**GREEN
INFRASTRUCTURE**
GRANT PROGRAM
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- Ⓢ Bio-retention
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ARTHUR AVENUE GREEN INFRASTRUCTURE PROJECT

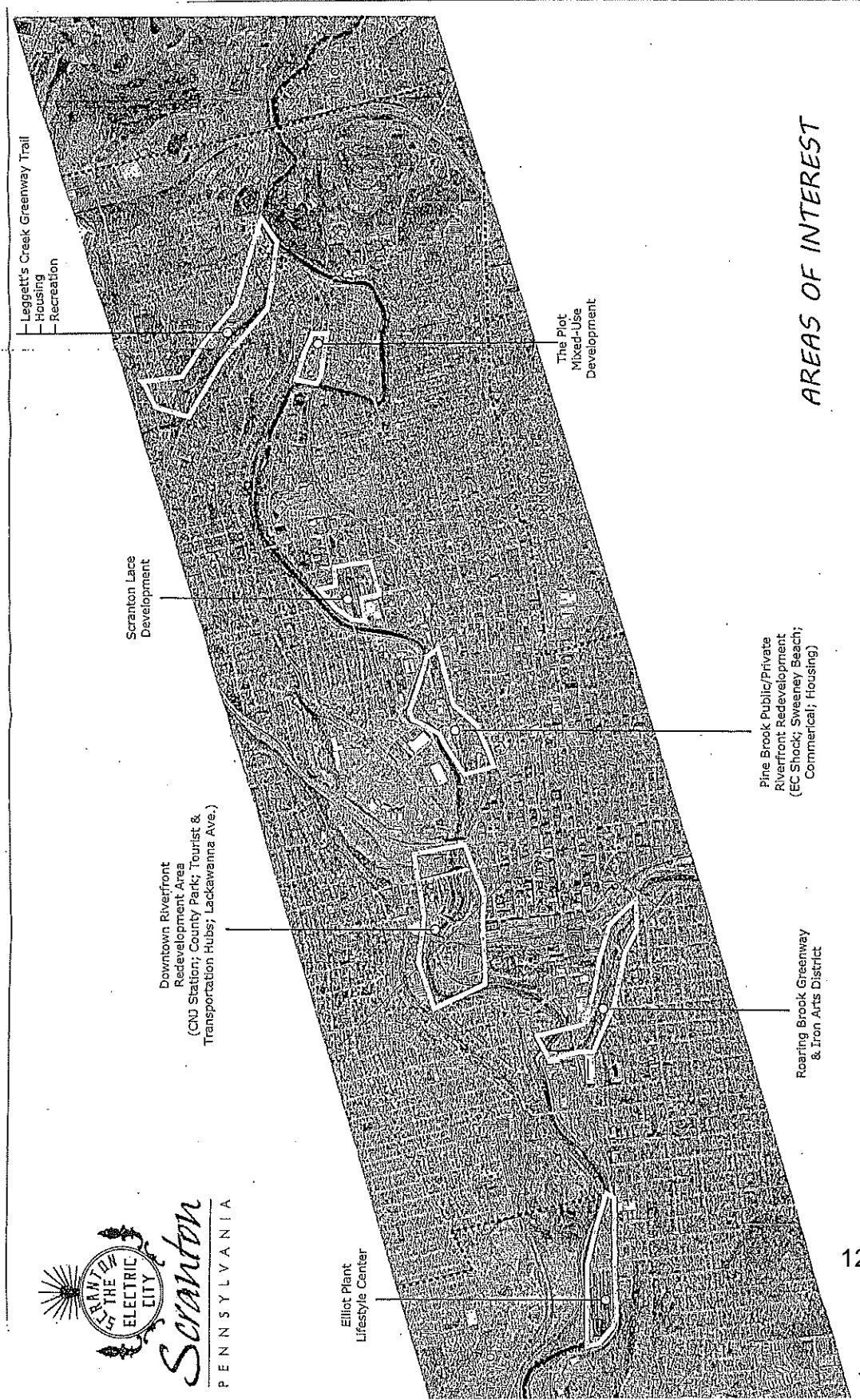
Nay Aug Park | City of Scranton | Lackawanna County

AUG. 12, 2012

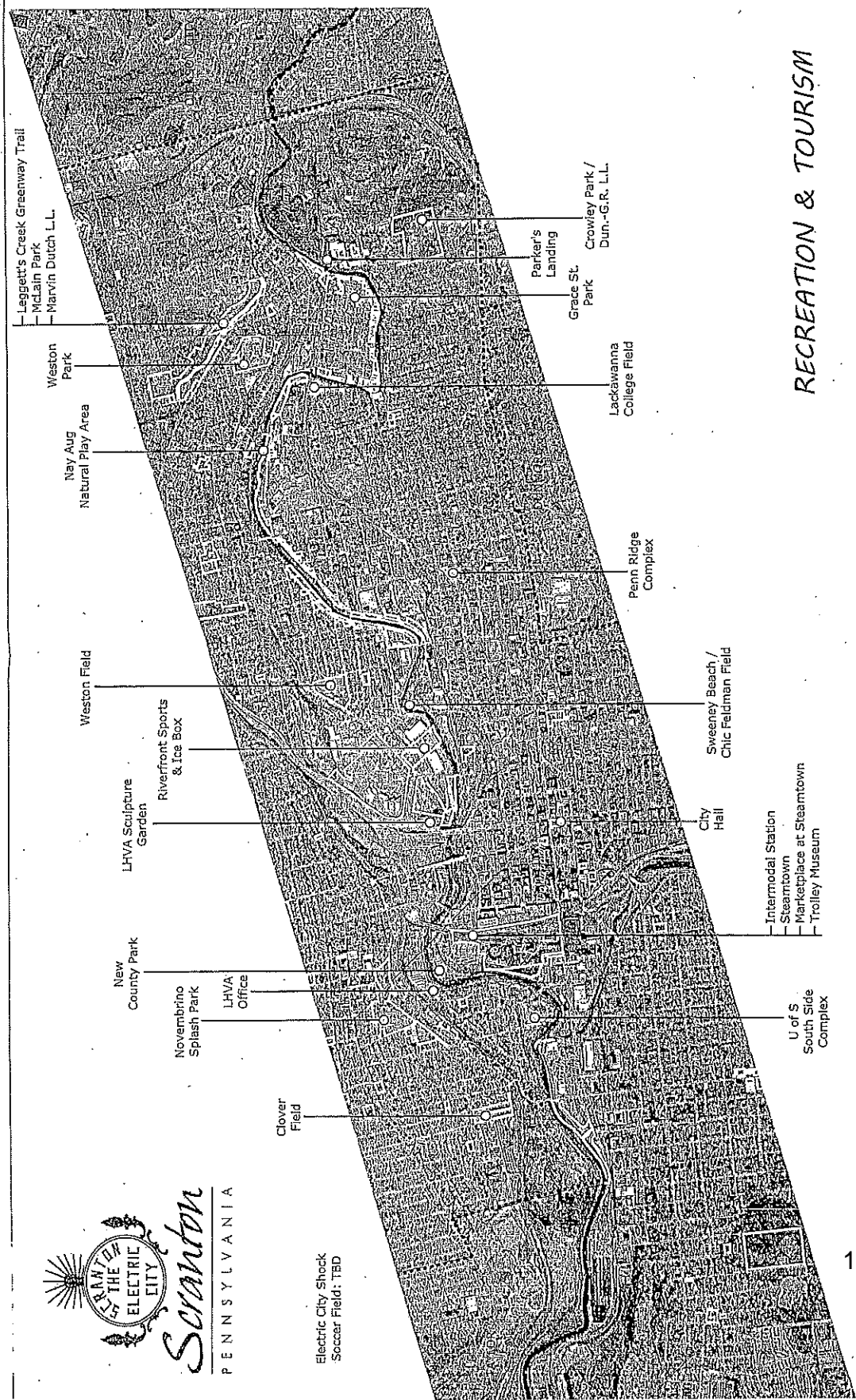
Scranton Sewer Authority
312 Adams Ave
Scranton, PA 18503

Design Team
- Ceco Associates
- McLane Associates





AREAS OF INTEREST



Leggett's Creek Greenway Trail
McLain Park
Marvin Dutch L.L.

Weston Park
Nay Aug Natural Play Area

Weston Field

New County Park

LHVA Sculpture Garden

Riverfront Sports & Ice Box

Novembrino Splash Park

LHVA Office

Clover Field

Electric City Shock Soccer Field: TBD

Parker's Landing
Grace St. Park

Crowley Park / Dun.-G.R. L.L.

Lackawanna College Field

Penn Ridge Complex

Sweeney Beach / Chic Feldman Field

City Hall

Intermodal Station
Steamtown
Marketplace at Steamtown
Trolley Museum

U of S South Side Complex

RECREATION & TOURISM

PDGI PARKS AND RECREATION EXPERIENCE

- Engineering design for conversion of Novembrino Swim Complex into a splash park, A Scranton City facility
- Engineering design for upgrades to Davis Trail and other improvements, but not limited to refurbishment of the waterslides, new handicap access pool equipment, and modifications to the overlook platform at Nay Aug Park, a Scranton City facility.
- Engineering design for a new pavilion and restroom facility at McDade Park, a Lackawanna County facility.
- Engineering Design for a new pavilion at Merli/Sarnoski Park, a Lackawanna County facility.
- Engineering design for a new boat launch ramp at Merli/Sarnoski Park, a Lackawanna County Facility.
- Engineering design for a new handicap accessible fishing pier at Merli/Sarnoski Park, a Lackawanna County facility.
- Engineering design for a new pavilion at Aylesworth Park, a Lackawanna County facility.
- Designs for a new play area and apparatus at Weston Field, a Scranton City facility.
- Designs for softball field improvements at Weston Field, a Scranton City facility.
- Designs for a new soccer field at Weston Field, a Scranton City facility
- Designs for improvements to a Little League field, a Throop Borough facility.
- Designs for tennis courts at Nay Aug Park, a Scranton City facility.
- Designs for volleyball court at Nay Aug Park, a Scranton City facility.
- Designs for tennis courts at Weston Field, a Scranton City facility.
- Designs for baseball field improvements at Weston Park, A Scranton City facility.
- Designs for Fieldhouse improvements at Weston Park, a Scranton City facility.
- Designs for Fieldhouse improvements at Weston Field, a Scranton City facility.
- It should be noted that we we provided designs for the original development of the Merli/Sarnoski Park to include access, infrastructure, buildings, beach and play apparatus. Those original designs are still in use today.



DEPARTMENT OF LAW

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

March 5, 2020

RECEIVED

MAR 09 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH THOMAS J. MCLANE & ASSOCIATES AS CITY OF SCRANTON
PROJECT CONSULTANT RECREATION NEEDS ASSESSMENT AND PROJECT
ACTIVITIES FOR THE PERIOD DECEMBER 1, 2019 THROUGH NOVEMBER 30,
2024.

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

ACCEPTING A DONATION OF FIVE THOUSAND (\$5,000.00) DOLLARS FROM THE ESTATE OF RITA BUCKLEY CONNOLLY, DECEASED, TO THE CITY OF SCRANTON FIRE DEPARTMENT.

WHEREAS, the attorney representing the Executrix of the Estate of Rita Buckley Connolly has informed the City of Scranton Fire Department that they have been named as a Beneficiary in her Will; and

WHEREAS, it is in the best interest of the City to accept this donation for the City of Scranton Fire Department.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the donation of \$5,000.00 from the Estate of Rita Buckley Connolly, Deceased to the City of Scranton Fire Department is hereby accepted to be deposited into Special City Account No. 02.229544 entitled "Fire Department Donations" to benefit the City of Scranton Fire Department.

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

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

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



DEPARTMENT OF LAW

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

March 10, 2020

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

RECEIVED

MAR 11 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION ACCEPTING A DONATION OF FIVE THOUSAND (\$5,000.00) DOLLARS FROM THE ESTATE OF RITA BUCKLEY CONNOLLY, DECEASED TO THE CITY OF SCRANTON FIRE DEPARTMENT.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

LAW OFFICES



CLEMONS RICHTER & REISS

A Professional Corporation

TERRY W. CLEMONS
STEFAN RICHTER*
PETER L. REISS, LL.M.
SCOTT A. MACNAIR
DANIEL M. KEANE
JOSEPHINE A. LEE
VICKI L. KUSHTO

*Fellow, College of Community
Association Lawyers

2003 S. EASTON ROAD, SUITE 300
DOYLESTOWN, PA 18901
Phone 215 348 1776
Fax 215 348 9450
www.clemonslaw.com

MONTGOMERY COUNTY OFFICE
1816 WEST POINT PIKE, SUITE 115
LANSDALE, PA 19446
Phone 215 699 3002
Hours by Appointment
Please send all correspondence to
Doylestown office

February 26, 2020

Scranton Fire Department
340 North Washington Avenue
Scranton, PA 18503

Re: Estate of Rita Buckley Connolly, Deceased

Dear Sir/Madam:

As per my previous correspondence, I represent Vicki L. Kushto, Executrix of the above-captioned estate.

I have enclosed a document entitled "Receipt, Refunding Bond, Release and Satisfaction of Award", in the amount of \$5,000.00, reflecting the amount of the gift left to your organization in Ms. Connolly's Will.

Kindly have an authorized signatory date and sign this document where indicated, **have his/her signature witnessed**, and return the executed document to me in the envelope enclosed. In the alternative, fax to me the signed form.

When I receive the executed Receipt, I will advise the Executrix that she may issue a check to your organization in the amount of \$5,000.00.

If you have any questions, please feel free to contact me directly.

Very truly yours,

Peter L. Reiss

/jo

Encls: Receipt and Release
Return Envelope

cc: Vicki L. Kushto, Executrix

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,
PENNSYLVANIA
ORPHANS' COURT DIVISION

ESTATE OF RITA BUCKLEY CONNOLLY, DECEASED

NO. 46-2019-X4109

RECEIPT, REFUNDING BOND, RELEASE AND SATISFACTION OF AWARD

TO THE CLERK OF THE ORPHANS' COURT DIVISION:

The undersigned, an authorized representative of the charitable organization identified below (the "Beneficiary") hereby acknowledges receipt from **Vicki L. Kushto**, Executrix of the **Estate of Rita Buckley Connolly, Deceased**, the sum of **FIVE Thousand Dollars (\$5,000)**, which is payment of the bequest made to the **Scranton Fire Department** in Ms. Connolley's Will.

I understand and agree that if a determination is ever made that this distribution exceeds my distributive share under the said Will, I will refund to the Estate the amount of such excess, even if this distribution is made to me through negligence.

Effective upon receipt of this distribution:

The Beneficiary thereupon releases the said Executrix and all successors to the Executrix to the extent of this distribution; and

The Beneficiary thereupon consents to the discharge of the said Executrix to the extent of this distribution; and

The Beneficiary thereupon authorizes and directs the Clerk of the Orphans' Court to enter of record this Satisfaction of Award to the extent of the amount received.

Intending to be legally bound hereby, witness my hand and seal as an authorized representative of the Beneficiary this ____ day of _____, 2020.

WITNESS:

BENEFICIARY:

(Witness sign here)

(Witness print name)

Scranton Fire Department
340 North Washington Avenue
Scranton, PA 18503