

**CITY OF WILKES-BARRE  
PENNSYLVANIA**



# **CITY COUNCIL AGENDA**

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**CITY COUNCIL**

**MARCH 14, 2019**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**CONSENT AGENDA (RESOLUTIONS)**

**ORDINANCE**

**PRESENTATIONS BY COUNCIL MEMBERS**

**PUBLIC DISCUSSION**

**ADJOURNMENT**

CITY COUNCIL  
MARCH 14, 2019

**CONSENT AGENDA (RESOLUTIONS)**

Authorizing the disposition of records from the Planning & Zoning Office.

Authorizing the Mayor to accept and sign the Street Sweeping Agreement.

Purchase the rock salt necessary for the 2019-2020 winter season pursuant to the terms of a previously bid state contract.

Authorizing Attilio Frati, Director of Operations, to have signatory authority for maintenance improvements on the Wilkes University Tap 3 Pedestrian Improvement Project Reimbursement Agreement #R18040017.

Authorizing the proper city officials to take any and all necessary actions related to the sale of a small vacant piece of property located at 499 Rear South River Street to Kevin Donnelly.

**MINUTES**

Of the Regular Session of City Council of February 21, 2019.

Of the Traffic Committee Meeting of February 28, 2019.

Of the Parking Authority Meeting of January 15, 2019.

Of the Zoning Hearing Board of January 16, 2019.

Of the Wyoming Valley Sanitary Authority of January 15, 2019.

CITY COUNCIL  
MARCH 14, 2019

**ORDINANCE**

**FILE OF COUNCIL NO. 3 OF 2019 – AN ORDINANCE ENTITLED “AN ORDINANCE  
VACATING A PORTION OF AN ALLEY KNOWN AS CORBETT LANE IN THE CITY OF WILKES-  
BARRE.” (SECOND AND FINAL READING)**



Resolution No. \_\_\_\_\_

Wilkes-Barre, PA \_\_\_\_\_

*BE IT RESOLVED by the City Council of the City of Wilkes-Barre:*

Whereas, by virtue of Resolution No. R0022-09, adopted February 26, 2009, the City of Wilkes-Barre declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved December 16, 2008, and

Whereas, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

Now, Therefore, Be It Resolved that the City Council of Wilkes-Barre, Luzerne County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

Office/Department: Planning & Zoning Department

<u>Box Number, Record title, dates</u>	<u>Cubic Feet</u>
No Box Number, 1 Box – 2000 Zoning Permits	1.26
No Box Number, 2 Boxes (2 of 2) – 2001 & 2002 Zoning Permits	<u>2.52</u>
Total	<u>3.78</u>

Submitted by \_\_\_\_\_

**ROLL CALL**



Resolution No. \_\_\_\_\_ Wilkes-Barre, PA \_\_\_\_\_

*BE IT RESOLVED by the City Council of the City of Wilkes-Barre:*

Be It Resolved, by authority of Wilkes-Barre City Council of the City of Wilkes-Barre, Luzerne County, and it is hereby resolved by authority of the same, that the Mayor of said Municipality is authorized and directed to accept and sign the attached Street Sweeping Agreement and Exhibits on its behalf.

ATTEST:

Wilkes-Barre City

\_\_\_\_\_  
Jim Ryan, City Clerk

By: \_\_\_\_\_, Mayor  
Anthony George

I, Jim Ryan, City Clerk of Wilkes-Barre City Council, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of Wilkes-Barre City Council, held the 14<sup>th</sup> day of March, 2019.

Date: \_\_\_\_\_, City Clerk  
(Signature and designation of official title)

Submitted by \_\_\_\_\_

**ROLL CALL**

## RESOLUTION

**BE IT RESOLVED**, by authority of the \_\_\_\_\_  
(Name of governing body)  
of the \_\_\_\_\_, \_\_\_\_\_ County, and it  
(Name of Municipality)  
is hereby resolved by authority of the same, that the \_\_\_\_\_ of  
(designate official title)  
said Municipality be authorized and directed to sign the attached Agreement on its behalf.

**ATTEST:**

_____ (Signature and designation of official title)	_____ (Name of Municipality) By: _____ (Signature and designation of official title)
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I, \_\_\_\_\_,  
(Name) (Official title)  
of the \_\_\_\_\_, do hereby certify that the foregoing  
(Name of governing body and Municipality)  
is a true and correct copy of the Resolution adopted at a regular meeting of the  
\_\_\_\_\_, held the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Name of governing body)

**DATE:** \_\_\_\_\_  
(Signature and designation of official title)

**NOTE:** Signature on the Department signature page of this Agreement must conform to the signature on this Resolution.



**pennsylvania**

DEPARTMENT OF TRANSPORTATION

[www.dot.state.pa.us](http://www.dot.state.pa.us)

February 21, 2019

Wilkes-Barre City  
Attn: Jim Ryan  
40 East Market Street  
Wilkes-Barre, PA 18711

RE: 2019 Comprehensive Maintenance Agreement  
Contract # 3900038694

Dear Mr. Ryan,

Enclosed is the sweeping agreement for this year for Wilkes-Barre City. Upon review, if your borough approves, please have the designated signatories sign and return.

The Department of Transportation would like to thank you for your participation in this program. If additional information is required, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew S. Lipka".

Matthew S. Lipka  
County Business Manager  
570-826-5404

0430/ML/cm

Enclosure

# EXHIBIT "A"

County: Luzerne

Agreement No. 3900038694

Municipality: Wilkes-Barre City

Year 1 of 1

State Route	Local Description	Begin Segment	Begin Offset	End Segment	End Offset	Linear Miles	Shoulder Miles	Hours	Rate	Amount
2004	River Street	0040	0000	0060	2418	1.26	2.52	3.0	\$132.37	\$397.11
1011	North Street	0010	0000	0030	1410	0.56	1.13	1.0	\$132.37	\$132.37
2004	Carey Avenue	0010	0000	0030	1961	1.35	2.70	3.0	\$132.37	\$397.11
2007	South Street	0160	0000	0170	1317	0.55	1.10	1.0	\$132.37	\$132.37
2005	Blackman Street	0010	2065	0040	2377	1.53	3.06	3.0	\$132.37	\$397.11
2014	Academy Street	0010	0000	0010	3437	0.65	1.30	1.0	\$132.37	\$132.37
2007	Northampton Street	0130	0178	0150	0000	0.90	1.80	2.0	\$132.37	\$264.74
2007	Washington Street	0150	0000	0150	1770	0.34	0.68	1.0	\$132.37	\$132.37
2010	Washington Street	0130	2253	0160	0207	1.30	2.60	3.0	\$132.37	\$397.11
2004	North River Street	0070	0000	0070	1996	0.37	0.74	1.0	\$132.37	\$132.37
2020	Scott Street	0010	0000	0050	0000	1.79	3.58	4.0	\$132.37	\$529.48
0309	Spring Street	0590	0000	0610	1949	1.57	3.14	3.0	\$132.37	\$397.11
0309		0622	0721	0622	2315	0.30	0.60	1.0	\$132.37	\$132.37

Total Linear Miles 12.5

Total Amount \$3,573.99

Description of Service:

The municipality will provide sweeping of state routes located within Wilkes-Barre City.

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

**MAINTENANCE SERVICES**

**AGREEMENT NO** 3900038694  
**FID #:** 246000718  
**SAP VENDOR #** 141722

**THIS AGREEMENT**, fully executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH"),

**AND**

WILKES-BARRE CITY of the COMMONWEALTH of PENNSYLVANIA, acting through its authorized officials ("MUNICIPALITY").

**WITNESSETH:**

**WHEREAS**, certain public highways, including bridges with their approaches, located in the MUNICIPALITY have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in the Act of May 29, 1945, P.L. 1108; the Act of June 1, 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389, all as supplemented and amended; and,

**WHEREAS**, the COMMONWEALTH and the MUNICIPALITY are both public procurement units under Chapter 19 of the Commonwealth Procurement Code, 62 Pa. C.S. § 1901 et seq., and are authorized to enter into agreements related to the cooperative use of supplies or services pursuant to Section 1904 of the Procurement Code, 62 Pa. C.S. § 1904, under which the latter shall perform minor routine maintenance work on the roadway and shoulders of any State Highway, or portion thereof; and,

**WHEREAS**, the COMMONWEALTH desires to obtain the assistance of the MUNICIPALITY to carry out minor routine maintenance on the State Highways listed on Exhibit "A", which is attached to and made a part of this Agreement; and,

**WHEREAS**, the MUNICIPALITY has the equipment, materials, and personnel available and ready to perform all the items of repair and maintenance within the MUNICIPALITY listed on Exhibit "B", which is attached to and made part of this Agreement, in a prompt and efficient manner and has signified its willingness to furnish these repair and maintenance functions, subject to payment by the COMMONWEALTH as set forth in the List of Prices in Exhibit "B".

**NOW, THEREFORE**, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises set forth below, with the intention of being legally bound, agree as follows:

1. The MUNICIPALITY shall, in a good and workmanlike manner, perform the minor routine maintenance items at the amounts set forth in the List of Prices, all as set forth in Exhibit "B", on the State Highways located within the boundaries of the MUNICIPALITY, as listed on Exhibit "A". The MUNICIPALITY shall use equipment owned or leased by it and its own materials and personnel to perform the work. All work shall be completed in accordance with all applicable Department of Transportation Specifications ("Publication 408"), and with the policies and procedures set forth in the Highway Maintenance Foreman Manual ("Publication 113"), which are incorporated by reference into this Agreement as if physically attached.
2. The COMMONWEALTH shall pay the MUNICIPALITY for all authorized work performed on the items contracted for in Exhibit "B" as follows:
  - (a) Lump sum items shall be paid on a quarterly basis.
  - (b) Items performed on a unit price basis shall be paid in accordance with Paragraph 11 below.
  - (c) The starting date of this Agreement shall be either the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or another date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever is later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved.

3. The MUNICIPALITY undertakes these responsibilities as an independent contractor, and its employees and/or lessors and/or contractors are not to be considered employees of the COMMONWEALTH for any purposes. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent acts of the MUNICIPALITY'S employees and/or lessors and/or contractors during the performance of, or resulting from the performance under, this Agreement.
4. This Agreement shall be effective for the period commencing upon written notice by the COMMONWEALTH to the MUNICIPALITY and terminating on April 30, 2019, unless sooner terminated for cause upon thirty (30) days' written notice by either party to the other. Upon termination for cause, all obligations, except liability for claims arising from the MUNICIPALITY'S performance and damages incurred by the COMMONWEALTH, shall cease. In the event of termination, the MUNICIPALITY shall be paid for the work performed to the date of termination, to the extent such work has been performed in accordance with the requirements of this Agreement.
5. Work performed by the MUNICIPALITY under this Agreement shall be subject to inspection by the Secretary of Transportation, the District Engineer, and/or their duly authorized representatives within sixty (60) days of completion of the work. If, upon inspection, certain work is found not to be in conformance with the specifications, policies and procedures of the COMMONWEALTH, or is not performed in a good and workmanlike manner, the work shall be corrected or re-performed, as necessary, by the MUNICIPALITY, at no cost to the COMMONWEALTH. The COMMONWEALTH shall not be obligated to conduct an inspection program. Spot inspection or inspection of a particular project will be conducted at the discretion of the COMMONWEALTH.
6. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit “C” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the MUNICIPALITY.
7. The MUNICIPALITY shall comply with the following clauses or provisions attached as Exhibit “D” and incorporated herein by reference: The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act, the Contractor Responsibility Provisions, and the Enhanced Minimum Wage Provisions.
8. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.
9.
  - (a) Within ten (10) days after the effective date of this Agreement and every ninety (90) days thereafter, the MUNICIPALITY shall submit a proposed work program to the COMMONWEALTH, addressed to the Department of Transportation's local County Maintenance Manager. The MUNICIPALITY may proceed to work five (5) working days after submitting its proposed work program to the COMMONWEALTH, unless notified to the contrary.
  - (b) The MUNICIPALITY may, at any time during the progress of a quarterly work program, submit, for the COMMONWEALTH'S approval, a supplemental or amended work program and may proceed to work five (5) working days after submitting such amended work program, unless notified to the contrary.
  - (c) If an emergency situation arises, the Department of Transportation's local County Maintenance Manager, who shall be responsible for declaring such an emergency situation, may give verbal authorization to perform necessary additional work. The MUNICIPALITY shall promptly confirm any emergency authorization in writing. Any emergency work authorized pursuant to this paragraph shall be limited to the categories of work for which the MUNICIPALITY has assumed responsibility under this Agreement.
10. The MUNICIPALITY shall be responsible for maintenance and protection of traffic at all times during the performance of its responsibilities under this Agreement. This shall be performed in accordance with the Department of Transportation's Publication 213, entitled Work Zone Traffic Control, current edition, which the COMMONWEALTH shall make available to the MUNICIPALITY upon request.
11. The MUNICIPALITY may submit invoices at various intervals, but in no event shall invoices be submitted more frequently than on a monthly basis. Invoices shall be accompanied by a written statement certifying that the work listed in the invoice

was performed properly, specifically in accordance with the specifications, policies and procedures set forth in this Agreement.

12. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
  - (a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf)) and electronic addenda information, if desired to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.
  - (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the MUNICIPALITY to properly apply the state agency's payment to the respective invoice or program.
  - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
13. It is understood between the parties that the maximum amount payable under this Agreement by the COMMONWEALTH to the MUNICIPALITY shall not exceed the sum of **Threethousand five -hundred seventy-three and ninety-nine cents (\$3,573.99) dollars** , without a written supplemental agreement signed by both parties.
14. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at [www.dot.state.pa.us](http://www.dot.state.pa.us) and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

MUNICIPALITY

BY \_\_\_\_\_  
Title: \_\_\_\_\_ DATE \_\_\_\_\_ Title: \_\_\_\_\_ DATE \_\_\_\_\_

*If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a municipality, Authority or other entity, please attach a resolution.*

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
SCMM \_\_\_\_\_ Date \_\_\_\_\_

APPROVED AS TO LEGALITY  
AND FORM

\_\_\_\_\_  
for Chief Counsel \_\_\_\_\_ Date \_\_\_\_\_

Certified Funds Available Under  
SAP DOCUMENT NO. 3900038694  
SAP FUND 1058200713  
SAP COST CENTER 78400430000  
GL. ACCOUNT 6344450  
AMOUNT \$3,573.99  
BY \_\_\_\_\_  
for Comptroller Operations \_\_\_\_\_ Date \_\_\_\_\_

Contract No. 3900038694, is split 100%, expenditure amount of 0% for federal funds and 100% %, expenditure amount of \$3,573.99 for state funds. The related federal assistance program name and number is \_\_\_\_\_; \_\_\_\_\_ The state assistance program name and SAP Fund is 1058200713;

Preapproved Form: OGC No. 18-FA-5.0  
Appv'd OAG 5/1/2013  
006

EXHIBIT C

**Contract Provisions – Right to Know Law 8-K-1532**

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

Revised February 1, 2010

## Exhibit D

### NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
4. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the

Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

## EXHIBIT "D"

### CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

**1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. "Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. "Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. "Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. "Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. "Financial Interest"** means either:
  - (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. "Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- g. "Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

**2.** In furtherance of this policy, Contractor agrees to the following:

- a.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false

due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

EXHIBIT "D"

**PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act*, 28 C. F. R. § 35.101 *et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II of the Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT "D"

**Contractor Responsibility Provisions**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

## EXHIBIT "D"

### ENHANCED MINIMUM WAGE PROVISIONS

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$10.15 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning January 1, 2017, and annually thereafter, Contractor/Lessor shall pay its employees described in Paragraph 1. above an amount that is no less than the amount previously in effect; increased from such amount by the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States city average, all items, not seasonally adjusted), or its successor publication as determined by the United States Bureau of Labor Statistics; and rounded to the nearest multiple of \$0.05. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
  - b. covered by a collective bargaining agreement;
  - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

July 2016



**pennsylvania**

DEPARTMENT OF TRANSPORTATION

www.dot.state.pa.us

February 22, 2019

Wilkes-Barre City  
Attn: Jim Ryan  
40 East Market Street  
Wilkes-Barre, PA 18711

RE: 2019 Comprehensive Maintenance Agreement  
Contract # 3900038694

Dear Mr. Ryan,

Enclosed is the rate schedule for the sweeping agreement for this year for Wilkes-Barre City. Please attach this to your sweeping agreement upon return to me.

The Department of Transportation would like to thank you for your participation in this program.

Thank-you,

A handwritten signature in black ink that reads "Catherine Martin".

Catherine Martin  
Roadway Programs Tech II  
570-301-5364

**ATTACHMENT "B"**  
**COMPREHENSIVE MAINTENANCE AGREEMENTS**  
**RATE SCHEDULE**

**For use during the 2018/2019 Fiscal Year**

Unpaved Roads	1. Shaping	\$833.31/Mile
	2. Dust Palliative	\$0.59/Square Yard
Unpaved Shoulders	1. Grading	\$918.04/Mile
	2. Dust Palliative	0.57/Square Yard
	3. Cutting	\$1272.74/Mile
	4. Side Dozing	\$1.00/Foot
Pavement	1. Manual Patching	\$370.93/Ton
	2. Mechanized Patching	\$101.54/Ton
	3. Base Repair	\$95.65/Ton
	4. Skin Patching	\$5.22/Gallon
	5. Single Seal Coat	\$2.52/Gallon
	6. Crack Sealing Bituminous Surface	\$1,964.06/Lane Mile
	7. Crack and Joint Sealing Concrete	\$2,350.15/Lane Mile
Paved Shoulders	1. Manual Patching	\$302.10/Ton
	2. Mechanized Patching	\$79.33/Ton
	3. Base Repair	\$132.40/Ton
	4. Skin Patching	\$5.01/Gallon
Drainage/Cleaning	1. Clean Inlets	\$46.40/Each
	2. Clean Ditches	\$2.18/Foot
	3. Clean Pipes < 36"	\$5.99/Foot
	4. Clean Pipes >= 36"	Negotiable/Foot
	5. Repair/Replace End Wall	\$564.09/Each
	6. Inlet Repair/Replace (Pre-Cast)	\$2,840.99/Each
	7. Repair/Replace Pipe and Culverts < 36"	\$69.93/Foot
	8. Repair/Replace Pipe and Culverts >= 36"	Negotiable/Foot
Miscellaneous	1. All Signs	\$41.00/Hour <sup>1</sup>
	2. Guide rail Repair	\$44.00/Hour <sup>1</sup>
	3. Mowing	\$97.72/Acre
	Mowing	\$95.84/Lane Mile
	4. Sweeping	\$132.37/Hour
	5. U-Drain	\$18.56/Linear Foot
	6. Concrete Repair (labor, materials and equipment)	\$257.49/Square Yard
	7. Gabion Basket (includes everything)	\$409.88/Cubic Yard
	8. Austrian Pines 8' high - balled and burlaped	\$433.96/Each
	9. Velvet Pillar Crabtree's	\$482.21/Each
	10. Shade Master Honey Locust Tree	\$602.75/Each

<sup>1</sup>Plus materials if the Department does not supply them.

No Increase is granted if Department costs are less than FY 17/18 Comprehensive Agreement Rates



Resolution No. \_\_\_\_\_

Wilkes-Barre, PA \_\_\_\_\_

*BE IT RESOLVED by the City Council of the City of Wilkes-Barre:*

That, the proper city officials are hereby authorized to purchase the rock salt necessary for the 2019-2020 winter season pursuant to the terms of a previously bid state contract.

Submitted by \_\_\_\_\_

**ROLL CALL**



Resolution No. \_\_\_\_\_

Wilkes-Barre, PA \_\_\_\_\_

*BE IT RESOLVED by the City Council of the City of Wilkes-Barre:*

To hereby authorize Attilio Frati, Director of Operations, to have signatory authority for maintenance improvements of the Wilkes University Tap 3 Pedestrian Improvement Project Reimbursement Agreement #R-19040017.

Submitted by \_\_\_\_\_

**ROLL CALL**

**FILE OF COUNCIL**

**NO. 3 OF 2019**

**Presented in City Council on February 7, 2019**

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**AN ORDINANCE**

**ENTITLED “AN ORDINANCE VACATING A PORTION OF AN ALLEY KNOWN AS CORBETT LANE IN THE CITY OF WILKES-BARRE”.**

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the City Council of the City of Wilkes-Barre, and it is hereby ordained and enacted by the authority of the same, that:

**SECTION I. VACATION OF PORTION OF CORBETT LANE.** The following portion of an alley known as Corbett Lane located in the City of Wilkes-Barre is hereby vacated and discontinued as an alley:

**LEGAL DESCRIPTION ATTACHED AS EXHIBIT “A”**

BE IT FURTHER ORDAINED that the land of the alley thus vacated and discontinued revert to and vest into the CROSS VALLEY FEDERAL CREDIT UNION (or its designee), as the adjoining property owner as fully to all intents and purposes as though the City of Wilkes-Barre had by formal conveyance duly conveyed the same to said CROSS VALLEY FEDERAL CREDIT UNION (or its designee).

**SECTION II. SEVERABILITY.** The provisions of this ordinance are severable. If any part of this ordinance is declared to be unconstitutional, illegal or invalid, the validity of the remaining provisions shall be unaffected thereby. It is the intention of the Council of the City of Wilkes-Barre that this ordinance would have been adopted had such unconstitutional, illegal or invalid part not been included.

**SECTION III. REPEALER.** All ordinances or parts of ordinances inconsistent herewith be and the same are hereby repealed.

This ordinance shall become effective ten (10) days after final passage.

Passed finally by the Council of the City of Wilkes-Barre on \_\_\_\_\_

\_\_\_\_\_.

THE ABOVE-REFERENCED EXHIBIT "A" IS AVAILABLE FOR INSPECTION AT THE OFFICE OF THE CITY CLERK DURING NORMAL BUSINESS HOURS.

ATTEST:

\_\_\_\_\_  
JAMES RYAN, CITY CLERK

**EXHIBIT "A"**

**PORTION OF CORBETT LANE**  
**TO BE VACATED**

**ALL** that certain piece or parcel of land situated in the City of Wilkes-Barre, County of Luzerne and Commonwealth of Pennsylvania bounded and described as follows, to wit:

**BEGINNING** at the point intersection of the westerly right of way of Pine Street (48' wide) and the northerly right of way of Corbett Lane (12' wide),

**Thence** along said right of way the following two (2) courses and distances:

1. South 68°44'10" West one hundred four (104.00') feet to a point,
2. South 53°01'10" West forty-four and nine hundredths (44.09') feet to the westerly terminus of Corbett Lane,

**Thence** along said terminus, South 16°01'50" East twelve and eighty-five hundredths (12.85') feet to a point on the southerly right of way of Corbett Lane,

**Thence** along said right of way the following two (2) courses and distances:

1. North 53°01'10" East forty-seven and three hundredths (47.03') feet to a point,
2. North 68°44'10" East one hundred two and thirty-four hundredths (102.34') feet to the westerly right of way of Pine Street,

**Thence** along said Right of Way North 21°15'50" West twelve (12.00') feet to the point of **BEGINNING**.

**CONTAINING** 1,785 Square Feet of land being the same, more or less.