

CITY OF WILKES-BARRE  
PENNSYLVANIA



# CITY COUNCIL AGENDA

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CITY COUNCIL

WORK SESSION

DATE: February 23, 2010

TIME: 6:00 P.M.

6:00 P.M. **Mayor Thomas M. Leighton (see attached)**

**CITY OF WILKES-BARRE**  
**Pennsylvania**

**Thomas M. Leighton**  
Mayor



40 East Market Street  
Wilkes-Barre, PA 18711-0451

(570) 208-4152 phone  
(570) 208-4101 fax

OFFICE OF THE  
MAYOR

**MAYOR'S AGENDA**

**WORK SESSION**

**WILKES-BARRE CITY COUNCIL**

**FEBRUARY 23, 2010**

**RESOLUTIONS**

Authorizing the proper City officials to enter into a contract for the unclogging and storm drains to the lowest responsible bidder.

Authorizing the proper City officials to enter into an emergency services contract for the repair and replacement of sanitary and storm drains to the lowest responsible bidder.

**CITY OF WILKES-BARRE  
PENNSYLVANIA**



# **CITY COUNCIL AGENDA**

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**CITY COUNCIL**

**FEBRUARY 25, 2010**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**CONSENT AGENDA (RESOLUTIONS)**

**PRESENTATIONS BY COUNCIL MEMBERS**

**PUBLIC DISCUSSION**

**ADJOURNMENT**

CITY COUNCIL  
FEBRUARY 25, 2010

CONSENT AGENDA (RESOLUTIONS)

Enter into a contract for the unclogging and storm drains to the lowest responsible bidder.

Enter into an emergency services contract for the repair and replacement of sanitary and storm drains to the lowest responsible bidder.

Authorizing the Mayor to sign the Street Sweeping Agreement.

Authorizing the proper City officials to enter into a grant under the Assistance to Firefighters Grant Program from the Federal Emergency Management Agency and the Department of Homeland Security for the purchase of new structural fire fighting helmets.

MINUTES

Of the Regular Session of City Council of February 11, 2010.

Of the Parking Authority of the City of Wilkes-Barre of January 19, 2010.

Of the Public Hearing (Liquor License Transfer) of February 9, 2010.



Wilkes-Barre, Pa. \_\_\_\_\_

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

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

THAT, the proper City officials are hereby authorized to enter into a contract for the unclogging of sanitary and storm drains to the lowest responsible bidder.

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

**ROLL CALL**

**YEAS**

**RESOLUTIONS**

**NAYS**



Wilkes-Barre, Pa. \_\_\_\_\_

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

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

THAT, the proper City officials are hereby authorized to enter into an emergency services contract for the repair and replacement of sanitary and storm drains to the lowest responsible bidder.

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

**ROLL CALL**

**YEAS**

**RESOLUTIONS**

**NAYS**



Wilkes-Barre, Pa. \_\_\_\_\_

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

*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 be authorized and directed to sign the attached Street Sweeping Agreement and Exhibits on its behalf.

ATTEST:

Wilkes-Barre City

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

By: \_\_\_\_\_, Mayor

I, Jim Ryan, City Clerk of the Wilkes-Barre of the 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 the Wilkes-Barre City Council, held the 25<sup>th</sup> day of February, 2010.

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

ROLL CALL

YEAS

RESOLUTIONS

NAYS

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

**MAINTENANCE SERVICES**

**AGREEMENT NO** 3900035702

**FID #:** \_\_\_\_\_

**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**, under the provisions of Section 561 of the State Highway Law, 36 P.S. Section 670-561, added by Act 1985-92, the COMMONWEALTH may, at the discretion of the Secretary of Transportation, enter into agreements with municipalities for the latter to perform minor routine maintenance work on the roadway and shoulders of any State Highway, or portion thereof, located within the boundaries of the MUNICIPALITY; 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 MORIS 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 6/30/2010, 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. Incorporated by reference, as part of this Agreement as though physically attached to it, are the COMMONWEALTH Nondiscrimination / Sexual Harassment Clause (dated June 30, 1999), the Contractor Integrity Provisions (dated December 20, 1991), the Provisions Concerning the Americans with Disabilities Act (dated January 16, 2001) and the Contractor Responsibility Provisions (dated April 16, 1999).
7. The MUNICIPALITY agrees that the COMMONWEALTH may offset the amount of any state tax or COMMONWEALTH liability of the MUNICIPALITY or its affiliates and subsidiaries that is owed to the COMMONWEALTH against any payments due the MUNICIPALITY under this or any other contract with the COMMONWEALTH.
8.
  - (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.
9. 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 203, entitled Work Zone Traffic Control, current edition, which the COMMONWEALTH shall make available to the MUNICIPALITY upon request.
10. 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.
11. 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/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf)) to the Commonwealth's Central Vendor Management Unit at 717-214-0140 (FAX) or by mail to the Central Vendor Management Unit, Bureau of Financial Management, Verizon Tower – 6<sup>th</sup> Floor, 303 Walnut Street, Harrisburg, PA 17101-1830.

(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.

12. 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 Two-thousand six-hundred ninety and 55/100 (\$ 2,690.55) dollars, without a written supplemental agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

MUNICIPALITY

Title: \_\_\_\_\_ DATE \_\_\_\_\_ BY \_\_\_\_\_ 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 \_\_\_\_\_  
District Executive Date

APPROVED AS TO LEGALITY  
AND FORM

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

Certified Funds Available Under  
SAP DOCUMENT NO. \_\_\_\_\_ 3900035702  
SAP FUND \_\_\_\_\_ 1058209713  
SAP COST CENTER \_\_\_\_\_ 7840430000  
GL. ACCOUNT \_\_\_\_\_  
AMOUNT \_\_\_\_\_ \$2,690.55  
BY \_\_\_\_\_  
for Comptroller Date

Contract No. 3900035702, is split 0% %, expenditure amount of \_\_\_\_\_ for federal funds and 100 %, expenditure amount of \$2,690.55 for state funds. The related federal assistance program name and number is N/A ; N/A. The state assistance program name and SAP Fund is Highway Maintenance ; 1058209713.

Preapproved Form: OGC No. 18-K-220  
Appv'd OAG 11/01/02

**EXHIBIT "A"**

County:     Luzerne     Agreement No.:     3900035702    

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	\$99.65	\$298.95
1011	North Street	0010	0000	0030	1410	0.56	1.13	1.0	\$99.65	\$99.65
2004	Carey Avenue	0010	0000	0030	1961	1.35	2.70	3.0	\$99.65	\$298.95
2007	South Street	0160	0000	0170	1317	0.55	1.10	1.0	\$99.65	\$99.65
2005	Blackman Street	0010	2065	0040	2377	1.53	3.06	3.0	\$99.65	\$298.95
2014	Academy Street	0010	0000	0010	3437	0.65	1.30	1.0	\$99.65	\$99.65
2007	Northampton Street	0130	0178	0150	0000	0.9	1.80	2.0	\$99.65	\$199.30
2007	Washington Street	0150	0000	0150	1770	0.34	0.68	1.0	\$99.65	\$99.65
2010	Washington Street	0130	2253	0160	0207	1.3	2.60	3.0	\$99.65	\$298.95
2004	North River Street	0070	0000	0070	1996	0.37	0.74	1.0	\$99.65	\$99.65
2020	Scott Street	0010	0000	0050	0000	1.79	3.58	4.0	\$99.65	\$398.60
6309	Spring Street	0590	0000	0610	1949	1.57	3.14	3.0	\$99.65	\$298.95
6309	Kidder Street	0622	0721	0622	2315	0.3	0.60	1.0	\$99.65	\$99.65

Total Linear Miles     12.4    

Total Amount     \$2,690.55    

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

Number 3900035702  
MySAP Number 141722  
EIN/FID N/A  
Contractor Wilkes-Barre City  
City Wilkes-Barre City  
County Luzerne  
Amount \$2,690.55  
Sent to Vendor

SPC Type  
Org  
Competition

Sole Source  
Sole Source Category

Agreement Type Comprehensive Maintenance  
Category  
Sub Category

Description This agreement is for sweeping of various State Routes  
within the limits of Wilkes-Barre City, Luzerne County.

Effective  
Terminate

**DOT Contact**

Name Matthew Lipka  
Phone Number (570)826-5404  
Email Address malipka@state.pa.us

Current Modifier  
Form Number 18-K-220  
Received OCC  
Attorney  
Returned for

**Approval/Forwarded to Dates**

Deputy Secretary  
OGC  
Comptroller  
AG  
Comment  
Final Bur/Dist  
SPC/SBC Approved

**Modification History**

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

For use during the 2009/2010 Fiscal Year

Unpaved Roads	1. Shaping	\$627.33/Mile
	2. Dust Palliative	\$0.44/Square Yard
Unpaved Shoulders	1. Grading	\$691.10/Mile
	2. Dust Palliative	\$0.43/Square Yard
	3. Cutting	\$958.15/Mile
	4. Side Dozing	\$0.74/Foot
Pavement	1. Manual Patching	\$279.23/Ton
	2. Mechanized Patching	\$76.43/Ton
	3. Base Repair	\$72.01/Ton
	4. Skin Patching	\$3.92/Gallon
	5. Single Seal Coat	\$1.89/Gallon
	6. Crack Sealing Bituminous Surface	\$1,478.57/Lane Mile
	7. Crack and Joint Sealing Concrete	\$1,769.21/Lane Mile
Paved Shoulders	1. Manual Patching	\$227.42/Ton
	2. Mechanized Patching	\$59.73/Ton
	3. Base Repair	\$99.68/Ton
	4. Skin Patching	\$3.78/Gallon
Drainage/Cleaning	1. Clean Inlets	\$34.93/Each
	2. Clean Ditches	\$1.65/Foot
	3. Clean Pipes < 36"	\$4.50/Foot
	4. Clean Pipes >= 36"	Negotiable/Foot
	5. Repair/Replace End Wall	\$424.65/Each
	6. Inlet Repair/Replace (Pre-Cast)	\$2,138.73/Each
	7. Repair/Replace Pipe and Culverts < 36"	\$52.64/Foot
	8. Repair/Replace Pipe and Culverts >= 36"	Negotiable/Foot
Miscellaneous	1. All Signs	\$30.86/Hour <sup>1</sup>
	2. Guide rail Repair	\$33.13/Hour <sup>1</sup>
	3. Mowing	\$73.56/Acre
	Mowing	\$72.15/Lane Mile
	4. Sweeping	\$99.65/Hour
	5. U-Drain	\$13.97/Linear Foot
	6. Concrete Repair (labor, materials and equipment)	\$193.84/Square Yard
	7. Gabion Basket (includes everything)	\$308.57/Cubic Yard
	8. Austrian Pines 8" high - bailed and burlaped	\$326.69/Each
	9. Velvet Pillar Crabtree's	\$363.00/Each
10. Shade Master Honey Locust Tree	\$453.77/Each	

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

No Increase is granted if Department costs are less than FY 08/09 Comprehensive Agreement Rates



Wilkes-Barre, Pa. \_\_\_\_\_

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

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

WHEREAS, the Wilkes-Barre City Fire Department has been awarded a grant in the amount of \$12,600.00 under the Assistance to Firefighters Grant Program from the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS) for the purchase of new structural fire fighting helmets; and,

WHEREAS, the total cost of the helmets is \$14,000.00; and,

WHEREAS, the local share of 10%, \$1,400.00, is available from the General Fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wilkes-Barre hereby authorizes the proper City officials to enter into the grant agreement.

AND, FURTHER that the City Council of the City of Wilkes-Barre hereby authorizes that the \$1,400.00 local match be paid from the General Fund.

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

**ROLL CALL**

**YEAS**

**RESOLUTIONS**

**NAYS**