

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9363

DATE 9-28-22

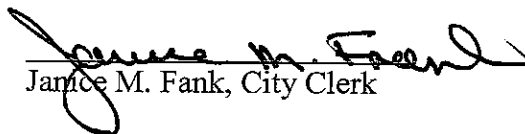
TITLE

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE
MUNICIPAL WINTER TRAFFIC SERVICES AGREEMENT BETWEEN
THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF
TRANSPORTATION, AND THE CITY OF WILLIAMSPORT**

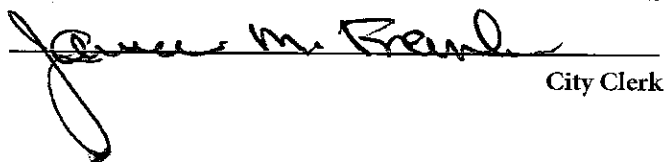
BE IT HEREBY RESOLVED, by the authority of the City Council of the City of Williamsport, and it is hereby resolved by authority of the same, that the Mayor and City Controller of the City of Williamsport be authorized and directed to sign the attached Agreement on its behalf.

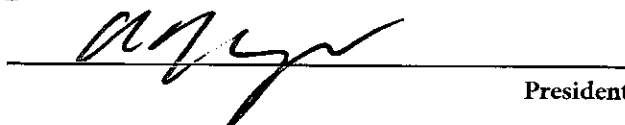
I, Janice M. Frank, City Clerk of the City of Williamsport, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Williamsport City Council, held the 28th day of Sept 2022 2022.

DATE: 9-28-22


Janice M. Frank, City Clerk

Approved


City Clerk


President

CITY OF WILLIAMSPORT
DEPARTMENT OF STREETS, PARKS & FLOOD CONTROL

MEMO

To: Mayor Derek Slaughter and Members of City Council
From: Scott Livermore
Subject: Municipal Winter Traffic Services Agreement
Date: September 19, 2022

Attached for your review and approval is a resolution authorizing the execution of a Municipal Traffic Services Agreement between the Commonwealth of Pennsylvania, Department of Transportation, and the City of Williamsport.

This agreement indicates that the City of Williamsport will be responsible for complete snow and ice control operations in the areas listed in the enclosed contract renewal "Exhibit A", which begins October 15 and ends April 30 of each year. The Commonwealth will reimburse the City for the 2022-23 winter season in the amount of \$10,668.42.

We are requesting that action be taken on this resolution on Thursday, September 22, 2022.

vl

Attachment



September 13, 2022

Janice Frank
City Clerk
City of Williamsport
245 West Fourth Street
Williamsport, PA 17701-6113
cityclerk@cityofwilliamsport.org

Re: Lycoming County
City of Williamsport
Municipal Winter Traffic Agreement

Dear Janice Frank:

Attached please find a new winter traffic services agreement as well as Exhibit A for your review and signature. The agreements have been updated. They are now a five-year agreement with five automatic one-year renewals, unless either parties mutually agree in writing to terminate the agreement prior to the renewals. The FY 2022-23 amount is \$10,668.42 and will be dispensed upon approval of this agreement, expected to be released prior to November 15, 2022. Please sign and return the Maintenance Services Contract by October 20, 2022, so we can continue to process this agreement for approval and payment. Please ensure proper signatories are listed on the signature page. Please ensure a resolution, delegating signature authority, is attached. This document must pre-date the signatures on the Agreement and include an attestation signature. Return the signed agreement to the attention of Melissa Kiessling, Engineering District 3-0, 715 Jordan Avenue, Post Office Box 218, Montoursville, PA 17754, or you may scan and email them to mkiessling@pa.gov.

Once agreement is approved, a fully executed copy of agreement will be supplied to you. As discussed, the city will be responsible for complete snow and ice control operations in accordance with this agreement once fully executed and will end April 30 of each year.

Please contact Materials Coordinator Melissa Kiessling at 570.368.4339 if you have any questions or concerns regarding this contract.

Thank you for your participation in the Department of Transportation's Municipal Maintenance Services Program.

Municipal Winter Traffic Agreement
Page 2
September 13, 2022

Sincerely,

Donald A. Free

Eric High, P.E.
District Executive
Engineering District 3-0

Attachments

DATE: _____
(PennDOT will insert)

AGREEMENT NO.: 3900039907
FEDERAL I.D. NO.: 24-6000719
SAP VENDOR NO.: 141723

Winter Maintenance Services Agreement

This Winter Maintenance Services Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PennDOT");

and

City of Williamsport, an entity legally authorized to enter into this Agreement, acting through its proper officials ("Service Provider").

BACKGROUND

To ensure an efficient and effective maintenance program during winter seasons, PennDOT enters into this agreement to transfer winter maintenance responsibilities to the Service Provider, which has the equipment, personnel and commitment to perform winter maintenance work for the designated state highways (state routes), including bridges and approaches, subject to payment by PennDOT and the terms and conditions of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. **Description of Work.**
 - a. **Service Provider General Responsibility.** Service Provider shall remove snow and ice, provide de-icing and anti-skid materials and apply de-icing and anti-skid treatments for the Snow Lane Miles of designated state routes set forth on Exhibit "A" to this Agreement, including bridges and approaches on the delineated state routes, during the Winter Season. Exhibit "A" is attached and incorporated by reference into this Agreement.
 - b. **Service Provider Level of Service and Performance Measures.** The Service Provider shall perform work promptly and efficiently to facilitate the safe and unimpeded flow of traffic. Work shall comply with the then-current versions of PennDOT's: 1) Maintenance Manual ("Publication 23") including its Chapter 4; 2) Highway Foreman Manual ("Publication 113") including its Chapter 5 and Assembly 712-7521-01; and 3) Highway

Construction Specifications ("Publication 408") including Sections 703.4 and 722, all of which are available on PennDOT's website, are amended from time-to-time, and incorporated into this Agreement by reference. Within these publications, the term "Municipality" shall mean "Service Provider."

c. **Key Definitions**

1. **Snow Lane Mile.** A "Snow Lane Mile" is a travel lane that is up to twelve (12) feet wide and one (1) lineal mile long. Where travel lanes are wider than twelve (12) feet, additional lane miles shall be computed and reflected on Exhibit "A" pursuant to then-existing PennDOT policy, which at present is articulated in Chapter 4 of the PennDOT Maintenance Manual, Publication 23, which is available on PennDOT's publicly accessible website.
2. **Winter Season.** The "Winter Season" for the purpose of this Agreement shall commence October 15 of each year and end on April 30 of the following year, unless amended by PennDOT.
2. **Required Permits.** If the Service Provider's equipment must traverse a bridge with a posted weight restriction, the Service Provider shall apply to the posting authority for a permit pursuant to 67 Pa. Code Chapter 191. The Service Provider shall refile permit applications as needed during the term of this Agreement and obtain permits for each succeeding Winter Season for which this Agreement is renewed. Failure to obtain the permits shall be cause for termination of this Agreement.
3. **Term of Agreement.** The initial term of this Agreement is five (5) years ("initial term"). The initial term shall commence upon the earlier of the full execution date (which is the date of all required Commonwealth signatures being affixed after the parties' signatures) or the start of the first Winter Season (October 15) and end on October 14 of the year when the fifth Winter Season is completed. After the initial term (covering five (5) Winter Seasons) ends, the Agreement will automatically renew on October 15 for five (5) additional one (1) year periods unless the parties mutually agree, in writing, prior to June 30 of the fifth year of the initial term or June 30 of any one (1) year renewal period, to terminate the agreement prior to the commencement of a subsequent renewal period.
4. **Base Payment Rate.** PennDOT shall pay the Service Provider a base rate per Snow Lane Mile ("base rate") for the first Winter Season of this Agreement on or about

October 15 of the first Winter Season. The base rate to be paid per Snow Lane Mile shall be set forth on Exhibit "A" of this Agreement and may consider different rates per Snow Lane Mile in accordance with PennDOT policy for the characteristics of the state routes being serviced.

5. **Adjusted Base Payment Rates for Subsequent Years.** For each of the following four years of the initial term and any annual renewal term thereafter, the base rate will annually be increased by 2% and paid on or about October 15. PennDOT will send, annually, a revised funds encumbrance document, or then-equivalent, to the Office of Comptroller Operations to facilitate the payment of sums of money pursuant to the terms and conditions of this Agreement.

6. **Computation of Annual Payment and Invoicing.** The total annual payment to the Service Provider shall equal the base rate, as adjusted, multiplied by the Snow Lane Miles reflected on the then current version of Exhibit "A." The Service Provider shall invoice PennDOT on or after October 15 for each Winter Season based on the total annual payment calculated under this Section.

7. **Amendment of Snow Lane Miles and Payment.**

a. **Snow Lane Miles.** The Snow Lane Miles upon which payment will be computed are those Snow Lane Miles set forth on the then current version of Exhibit "A." Exhibit "A" may be amended to reflect the addition, subtraction or modification of Snow Lane Miles, as agreed between the parties. Additions, subtractions or modifications of Snow Lane Miles shall only be initiated upon the sending of a letter from PennDOT to the Service Provider (to the attention of the personnel at the address listed below in the Notice provisions) containing an amended Exhibit "A." The letter shall be reviewed, signed and dated by the Service Provider, and promptly returned to PennDOT. The letter shall become effective at the start of the next Winter Season. For letters issued during a Winter Season, services to be performed by the Service Provider with respect to additions, subtractions or modifications shall become effective immediately upon full execution of the letter; but for purposes of the computation of payment, additions, subtractions or modifications to Snow Lane Miles will become effective at the start of the next Winter Season. The signatories to this letter shall only be the authorized officials of PennDOT and the Service Provider, with the Office of Comptroller Operations receiving a copy of the fully executed letter and amended Exhibit "A."

b. **Payment Adjustments.** The base rate may only be adjusted in the event of a severe winter adjustment (defined below), or where authorized by this Agreement to compensate a Service Provider during a winter emergency.

Payment adjustments shall be made by letter signed only by an authorized signatory for PennDOT, as follows:

- 1. Severe Winter Adjustment.** PennDOT may, in its sole discretion, agree that additional payment is warranted if a Service Provider experiences a level of work above a reasonable quantity of winter weather events during a Winter Season, either in frequency or severity. If PennDOT determines that a severe winter adjustment is warranted, it will issue a letter reflecting the amount to be paid as a severe winter adjustment as a percent increase to the then-current Winter Season's base rate, as adjusted. Severe winter adjustments will provide a one-time payment that does not impact the base rate computation, as adjusted, for payment in future years.
- 2. Winter Emergency.** If a winter emergency necessitates work before this Agreement is fully executed, or before or after the defined "Winter Season," PennDOT's District Executive may issue a written letter to the Service Provider that: (a) finds that an emergency exists under the then-current version of Section 516 of the Procurement Code, 62 Pa C.S. § 516, and (b) authorizes the Service Provider to begin winter maintenance services, subject to the terms and conditions of this Agreement if executed, or otherwise the version of this Agreement most recently provided to the Service Provider. If the Service Provider receives an emergency winter maintenance services letter from the District Executive, PennDOT shall pay the Service Provider's costs incurred to service the state routes as a result of the onset of a winter weather emergency necessitating the provision of the services under this Agreement.
- c. Funding Adjustments.** PennDOT will adjust the encumbrance of funds to pay Service Provider upon the computation of the annual payment, amendments to Snow Lane Miles and payment adjustments described in this Section of the Agreement.
- 8. Relationship of the Parties.** The Service Provider undertakes the responsibilities as an independent contractor and its principals, employees, lessors or contractors, or any other person or entity acting on behalf of Service Provider, shall not be considered employees of PennDOT for any purpose.
- 9. Termination for Cause by PennDOT.** If the Service Provider fails to comply with the terms of this Agreement, PennDOT may terminate the Agreement upon giving

ten (10) days written notice to the Service Provider. PennDOT may allow a Service Provider to cure any performance deficiencies or failures to comply with the terms of this Agreement prior to termination. Ten days' notice or a cure period may be withheld by PennDOT, in its discretion, when an event of default warrants immediate action necessary to protect the health, safety and welfare of the motoring public. If the Agreement is terminated for cause, then PennDOT shall not be obligated to pay any amount of money to the Service Provider. If termination for cause is later determined to be invalid or unwarranted, the termination for cause shall be considered to be a termination for convenience.

10. **Termination for Convenience by PennDOT.** PennDOT reserves the right to terminate this Agreement for convenience, effective immediately upon issuance of a letter to the Service Provider, if it determines that termination is in the best interests of PennDOT.

11. **Payment Adjustments after Termination.** If the Agreement is terminated for cause or convenience after an annual payment to Service Provider for which services have not been rendered, the Service Provider shall reimburse PennDOT for any such annual payment for which services have not been rendered. PennDOT will invoice Service Provider and Service Provider shall pay PennDOT within 30 days of the effective date of the termination of this Agreement. Only in the case of termination for convenience, will Service Provider be able to retain the pro rata portion of the annual payment Service Provider would have received pursuant to this Agreement up to the effective date of termination. For clarification, the pro rata adjustment under this section shall equal the total amount that Service Provider would have received for the full Winter Season multiplied by the total number of days from the start of the Winter Season through the date when termination is effective divided the total number of days in the full Winter Season. If Service Provider receives annual County or Municipal Liquid Fuels Fund allocations, PennDOT reserves the right, and Service Provider agrees, that PennDOT may withhold future allocations of such funds to collect any unpaid balances owed to PennDOT beyond 60 days of the effective date of termination.

12. **Required Commonwealth Provisions.** The Service Provider shall comply with the following required Commonwealth Provisions. As used in these provisions, "Contractor" refers to the Service Provider:

- a. **Right-to-Know Law Provisions.** The current version of the Contract Provisions—Right to Know Law, attached to and made part of this Agreement as Exhibit B;
- b. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual