

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9576

DATE 10-27-22

TITLE

A RESOLUTION AUTHORIZING THE EXECUTION OF A MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION, FOR MAINTENANCE OF SLOPES ALONG MILLER'S RUN

BE IT HEREBY RESOLVED by the authority of the City Council of the City of Williamsport, Lycoming County, and it is hereby resolved by the authority of the same, that the Mayor and City Controller of said municipality 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 ___ day of _____, 2022.

ATTEST:

CITY OF WILLIAMSPORT

By: Janice M. Frank
City Clerk

By: Dunk Naughton
Mayor

DATE: 10-27-22

By: Margaret J. Woodruff
City Controller

Approved

Janice M. Frank
City Clerk

[Signature]
President



October 5, 2022

Scott Livermore
Director of Streets and Parks
City of Williamsport
245 West Fourth Street
Williamsport PA 17701
slivermore@cityofwilliamsport.org

Re: Lycoming County
City of Williamsport
Municipal Comprehensive Maintenance Services Agreement

Dear Scott Livermore:

Attached please find a new Municipal Comprehensive Maintenance Services Agreement. The FY 2023-24 amount is \$3,615.00 and will be dispensed upon approval of this Agreement. Please sign the Maintenance Services Contract by November 30, 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.

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.

Sincerely,

A handwritten signature in cursive script that reads "Eric High" followed by the word "for" written in a smaller, simpler script.

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

*Attachment

EFFECTIVE DATE _____
(PennDOT will insert)

Agreement No. 3900039917
FID No. 24-6000719
SAP Vendor No. 141723

Comprehensive Maintenance Services

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

and

The City of Williamsport, ("Provider").

BACKGROUND

Certain public highways, includes bridges and approaches, have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by PennDOT, upon the terms and conditions and subject to the limitations contained in the Limited Access Highway Law (Act of May 29, 1945, P.L. 1108), State Highway Law (Act of June 1, 1945, P.L. 1242), and the County and Municipal State Highway Law (Act of September 18, 1961, P.L. 1389), all as supplemented and amended.

PennDOT and the Provider 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 and services pursuant to Section 1904 of the Procurement Code, 62 Pa.C.S. § 1904.

PennDOT desires to obtain the assistance of the Provider to perform minor routine maintenance work on the State Highways. The Provider has equipment, materials, and personnel available to perform activities of repair and maintenance within the Provider,

for payment by PennDOT, in accordance with the terms, conditions, and provisions set forth below.

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

1. **General Provisions.** The Provider shall, in a good and workmanlike manner, perform the minor routine maintenance work at the amounts set forth in Exhibit A, attached and made part of this Agreement, on the State Highways located within the boundaries as listed on Exhibit B, attached and made part of this Agreement. The Provider shall use equipment owned or leased by it and its own materials and personnel to perform the work. The Provider shall be responsible for maintenance and protection of traffic at all times during the performance of its responsibilities under this Agreement. All work shall be completed in accordance with all applicable PennDOT policies and publications, which includes, but is not limited to, Publication 408 (Highway Construction Specifications), Publication 113 (Highway Foreman Manual), and Publication 213 (Temporary Traffic Control Guidelines).

2. **Payment.** PennDOT shall pay the Provider for all authorized work performed on the items and for the prices as listed on Exhibit A, as follows:
 - a) lump sum items shall be paid on a quarterly basis; and
 - b) items performed on a unit price basis shall be paid in accordance with Section 3, below.

3. **Invoices.** The Provider 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.

4. **Maximum Payment.** The maximum amount payable under this Agreement by PennDOT to the Provider shall not exceed the sum of Eleven Thousand Seventy dollars (\$ 11,070.00), without a written supplemental agreement signed by both parties.
5. **Effective Date.** The Effective Date shall be the date that this Agreement is fully executed by the Provider and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, PennDOT will insert the Effective Date at the top of Page 1.
6. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date (as defined above) and shall remain in effect until 9/1/2026, unless terminated earlier 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 Provider's performance and damages incurred by PennDOT shall cease. In the event of termination, the Provider shall be paid for the work performed prior to the date of termination, to the extent such work has been performed in accordance with the requirements of this Agreement.
7. **Start Date.** The Provider shall either start to perform work on the date five (5) business days after submission of its proposed work plan, in accordance with this Section, or another date agreed to by both the Provider and PennDOT, whichever is later. The Provider shall not start work until notified by PennDOT that the Agreement is fully executed and approved.
 - a) **Work Program.** Within ten (10) days after the start date for work to be performed in accordance with this Section, and every ninety (90) days

thereafter, the Provider shall submit a proposed work program to PennDOT, addressed to PennDOT's local County Maintenance Manager. The proposed work program shall include language that the Provider will put PennDOT on notice when work under this Agreement is being performed. The Provider may proceed to work five (5) working days after submitting its proposed work program to PennDOT, unless notified to the contrary.

(b) **Amended Work Program.** The Provider may, at any time during the progress of a quarterly work program, submit 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) **Emergency Work.** If an emergency situation arises, PennDOT's local County Maintenance Manager, who shall be responsible for declaring such an emergency situation, may give verbal authorization to the Provider to perform necessary additional work. The Provider shall promptly confirm any emergency authorization in writing. Any emergency work authorized pursuant to this Section shall be limited to the categories of work for which the Provider has assumed responsibility under this Agreement.

8. **Independent Contractor.** The Provider undertakes the maintenance and repair responsibilities as an independent contractor, and its employees or lessors are not considered employees of PennDOT or the Commonwealth for any purposes. PennDOT or the Commonwealth shall not be liable, nor shall they indemnify, defend, or save harmless the Provider for the negligent acts of the Provider's employees, or lessors during the performance of or resulting from the performance under this Agreement.

9. **Inspection of Work.** Within sixty (60) days of completion of the work, the work performed by the Provider under this Agreement shall be subject to inspection by the Secretary of PennDOT, a District Engineer for PennDOT, or a duly authorized representative of PennDOT. If, upon inspection, certain work is found not to be in conformance with the specifications, policies and procedures of PennDOT, or is not performed in a good and workmanlike manner, the work shall be corrected or re-performed as necessary, by the Provider, at no cost to PennDOT. PennDOT shall not be obligated to conduct an inspection program; spot inspections or inspection of a particular project shall be conducted at the sole discretion of PennDOT.

10. **Required Commonwealth Provisions.** The Provider shall comply with the following required Commonwealth Provisions (as used in these provisions, "Contractor" refers to the Provider):

- a) the current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached and made part of this Agreement as Exhibit C;
- b) the current version of the Contractor Integrity Provisions, which are attached and made part of this Agreement as Exhibit D;
- c) the current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are attached and made part of this Agreement as Exhibit E; and
- d) the current version of the Commonwealth Contractor Responsibility Provisions, which are attached and made part of this Agreement as Exhibit F.

11. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 – 3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Provider shall comply with, the clause entitled Contract Provisions - Right to

Know Law, attached as Exhibit G and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the Provider.

12. **Offset Provision.** The Provider agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Provider or its subsidiaries to the Commonwealth against any payments due the Provider under any contract with the Commonwealth.

13. **Automated Clearing House Network.** Because PennDOT will be making payments under this Agreement through the Automated Clearing House Network ("ACH"), the Provider shall comply with the following provisions:

- a) PennDOT will make payments to the Provider through ACH. Within 10 days of executing this Agreement, the Provider must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvemu/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 - 9th Floor, Harrisburg, PA 17101.
- b) The Provider must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the Provider to properly apply the state agency's payment to the respective invoice or program.
- c) It is the responsibility of the Provider 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.

14. Resolutions and Ordinances. The Provider shall enact or adopt such ordinances or resolutions as may be necessary to affect the purposes of this Agreement.

15. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.

16. Severability. The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

17. No Waiver. Any party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by any party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

18. Independence of the Parties. It is understood by and between the parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Provider and PennDOT, or as constituting PennDOT as the representative or general agent of the Provider for any purpose whatsoever.

19. **Assignment.** This Agreement may not be assigned by the Provider, either in whole or in part, without the written consent of PennDOT.

20. **Third Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

21. **Notices.** Unless as otherwise specified above, all notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, e-mail, or delivery in person.

If to PennDOT:

Address: 715 Jordan Ave

Montoursville PA 17754

Email: mkiessling@pa.gov

If to the Provider:

Address:

Email:

22. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, epidemics, quarantine restrictions, and freight embargoes. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This

provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

23. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[The remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

BY *Jessie McFrend*
Signature DATE
City Clerk
Title

Provider
BY *Dink Slaughts*
Signature *mayer* DATE
Margaret J. Shodring
Title *Controller*

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO LEGALITY
AND FORM

BY _____
for Chief Counsel Date

BY _____
Deputy General Counsel Date

BY _____
Deputy Attorney General Date

BY _____
District Executive DATE

FUNDS COMMITMENT DOCUMENT
NO.

BY _____
for Comptroller Operations Date

Agreement No. split 0%, expenditure amount of \$0.00, for federal funds and 100%, expenditure amount of \$ \$ 39,570.00 , for state funds. The related federal assistance program name and number is N/A; N/A. The state program name and SAP fund is 714; Highway Maintenance.

AT-94.0

EXHIBIT B

County: Lycoming

SAP Vendor No. 141723

FID No. 24-6000719

Provider: City of Williamsport

Agreement No. 3900039917

Agreement Term: 3 years

Maintenance Activity	Length in Feet	Fiscal Year	Rate/Foot*	Total
Clean Ditches	1500	2023	\$ 2.41	\$ 3,615.00
		2024	\$ 2.46	\$ 3,690.00
		2025	\$ 2.51	\$ 3,765.00
Ten Year Total:				\$ 11,070.00

Scope of work: To utilize sufficient labor, materials, and equipment to maintain the slopes of Miller's Run free it of woody growth. The area is adjacent to the Williamsport levee system at the Faxon Interchange on I-180.

*Rates are based on Attachment "A" Municipal Services Comprehensive Maintenance Agreement Rate Schedule. They include a 2% increase each year.

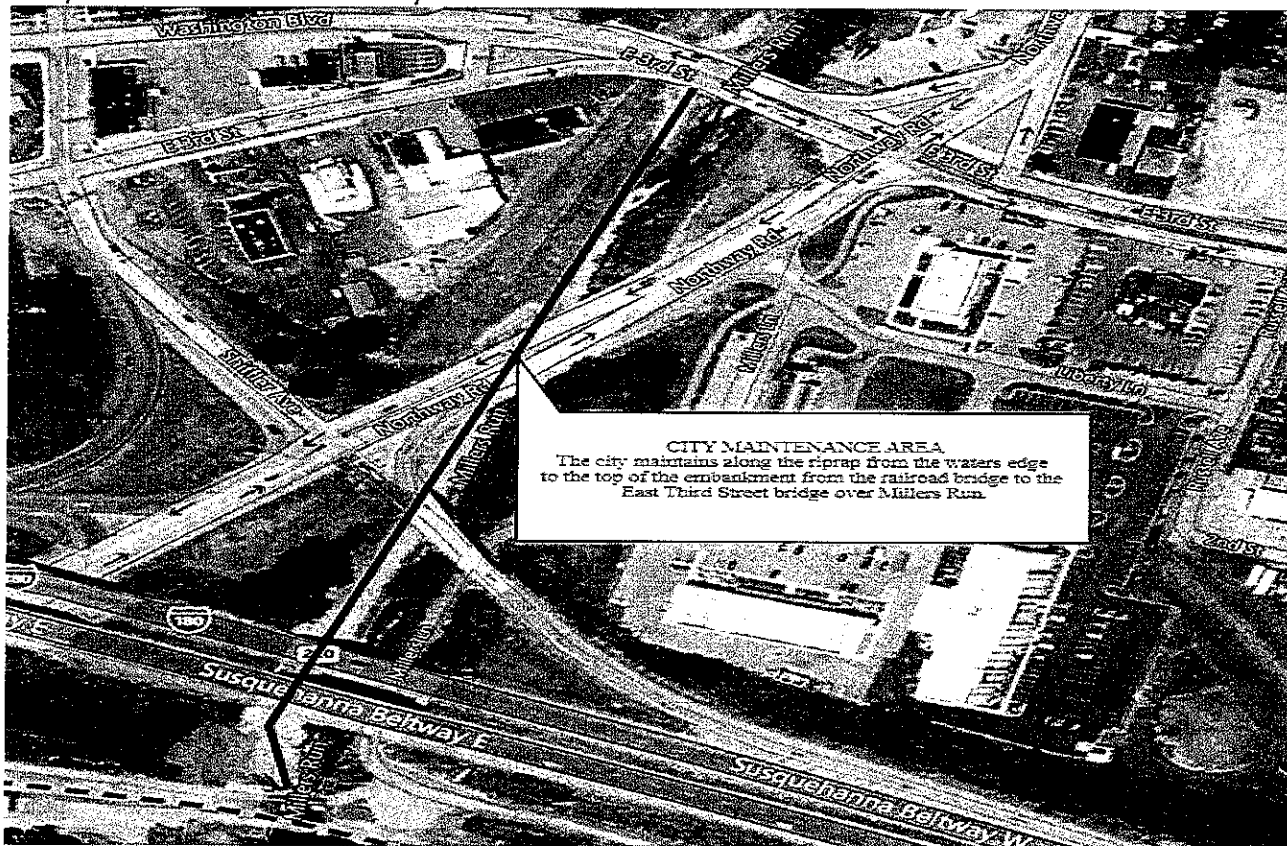


Exhibit "A"

Municipal Services Comprehensive Maintenance Agreement Rate Schedule For Use During the 2023 - 24 Season

CATEGORY	ITEM	RATE	UNIT
Unpaved Roads	Shaping	\$922.39	Mile
	Dust Pallative	\$0.66	Square Yard
		\$0.00	
Unpaved Shoulders	Grading	\$1,016.17	Mile
	Dust Pallative	\$0.63	Square Yard
	Cutting	\$1,408.78	Mile
	Side Dozing	\$1.10	Foot
		\$0.00	
Pavement	Manual Patching	\$410.58	Ton
	Mechanized Patching	\$112.39	Ton
	Base Repair	\$105.88	Ton
	Skin Patching	\$5.78	Gallon
	Single Seal Coat	\$2.79	Gallon
	Crack Sealing Bituminous Surface	\$2,174.00	Lane Mile
	Crack and Joint Sealing Concrete	\$2,601.34	Lane Mile
			\$0.00
Paved Shoulders	Manual Patching	\$334.39	Ton
	Mechanized Patching	\$87.81	Ton
	Base Repair	\$146.55	Ton
	Skin Patching	\$5.56	Gallon
		\$0.00	
Drainage/Cleaning	Clean Inlets	\$51.35	Each
	Clean Ditches	\$2.41	Foot
	Clean Pipes <36"	\$6.63	Foot
	Clean pipes >=36"	Negotiable	Foot
	Repair/Replace End Wall	\$624.39	Each
	Inlet Repair/Replace (Pre-Cast)	\$3,144.65	Each
	Repair/Replace Pipe and Culverts <36"	\$77.41	Foot
	Repair/Replace Pipe and Culverts >=36"	Negotiable	Foot
		\$0.00	
Miscellaneous	All Signs	\$45.38	Hour (1)
	Guiderail Repair	\$48.71	Hour (1)
	Mowing	\$108.16	Acre
	Mowing	\$106.09	Lane Mile
	Sweeping	\$146.52	Hour
	U-Drain	\$20.55	Linear Foot
	Concrete repair (labor, materials, equipment)	\$285.02	Square Yard
	Gabion Basket (includes everything)	\$453.70	Cubic Yard
	Austrian Pine 8' high - balled and burlaped	\$480.35	Each
	Velvet Pillar Crabtree	\$533.76	Each
	Shade Master Honey Locust Tree	\$667.19	Each

(1) Plus materials if the Department does not supply them