

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8991

DATE 2-20-20

TITLE

AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT and PENN COLLEGE OF TECHNOLOGY

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT that the Agreement attached hereto, and between the City of Williamsport and the Pennsylvania College of Technology for the Off-Campus Project , is hereby approved, and the appropriate City Officials are hereby authorized to execute the Agreement.

Approved

James M. Frank
City Clerk

Richard J. Miller
President



AGREEMENT – OFF-CAMPUS PROJECT

THIS AGREEMENT made on *February 5th, 2020*, by and between PENNSYLVANIA COLLEGE OF TECHNOLOGY (hereinafter referred to as “PENN COLLEGE”) AND City of Williamsport (hereinafter referred to a “REQUESTER”), allows for completion of REQUESTER’S project, as defined herein, by PENN COLLEGE for the purposes of advancement of the educational opportunity for its students. The project plan is attached.

WHEREAS, the REQUESTER is a not-for-profit entity and

WHEREAS, the REQUESTER’S project meets a community need and

WHEREAS, the project falls into the Penn College curriculum.

NOW, THEREFORE, the parties hereto agree as follows:

1. REQUESTER has provided the plans and specifications for projects, which have been reviewed by PENN COLLEGE and accepted by OFF CAMPUS PROJECT COMMITTEE and DEAN/ASSISTANT DEAN.

Committee members/dean/assistant dean name(s):

Veteran’s Memorial Park Commission, John Markley and the City of Williamsport, Adam Winder, General Manager of Streets and Parks

It being understood that PENN COLLEGE has no responsibility or any liability whatsoever for the correctness or completeness of the plans.

2. Students of PENN COLLEGE will work upon the aforesaid project under teaching supervision, (faculty person’s names(s):

Glenn Luse and Harry Hintz

Provided, however, that PENN COLLEGE, its teachers, and students assume no responsibility whatsoever in regard to the conduct of the work and do not warrant workmanship or quality of labor.

3. The hours and days worked by students will be at the sole discretion of PENN COLLEGE, and it is understood that it will be the obligation of the REQUESTER to coordinate and supervise all other trades, workmen, and functions connected with the project.

4. PENN COLLEGE is obligated to provide only the students and the teacher supervision for this work. All site equipment, materials, and tools must be provided by the REQUESTER unless otherwise provided by PENN COLLEGE. It is understood that PENN COLLEGE may provide certain personal hand tools and small equipment as determined by PENN COLLEGE. PENN COLLEGE shall be responsible for storing and protecting all hand tools and equipment supplied by PENN COLLEGE when the same are used upon the project and left on the site.
5. It is further understood and agreed that the work done by the students is done as a work experience program and that there shall be no monetary compensation made to PENN COLLEGE, instructors, or students.
6. REQUESTER will provide a certificate of insurance indicating the types and amounts of coverage which it has.
7. REQUESTER agrees that it shall not hold or attempt to hold PENN COLLEGE, its students, or faculty responsible for construction of the project or for negligent performance of the contract or for any property damage occasioned by or arising out of any acts performed by PENN COLLEGE, its students, or faculty.

Further, REQUESTER agrees to indemnify, save and hold harmless PENN COLLEGE, its students, and faculty from any and all claims for property damage or breach of contract arising out of the work performed by the REQUESTER.

PENN COLLEGE agrees to be responsible for workmen's compensation for PENN COLLEGE employees and general liabilities coverage for PENN COLLEGE, its students, and employees.

8. It is further recognized that this is a supervised educational work experience program for students and it is, therefore, required and agreed to that any changes in plans and specifications be submitted to PENN COLLEGE for acceptance.
9. REQUESTER agrees to be solely responsible for securing all necessary governmental permits and approvals. REQUESTER further agrees and warrants that the construction complies with all the requirements of law: national, state and local.

10. REQUESTER must submit evidence of its tax-exempt status, including the IRS determination letter or an IRS Federal Tax Status of Government Entity letter.

11. It is hereby agreed by PENN COLLEGE and REQUESTER that either party may terminate this Agreement at any given date agreeable. It is the purpose and intent of this provision to provide for an orderly termination of this Agreement in the event that the REQUESTER should fail to secure necessary funding, etc., or PENN COLLEGE should be unable to secure student workers, etc.

12. Distance to job site from College: 2 miles

It is understood that the College may refuse a particular project based on the distance of the job site from the College so that it does not have an adverse effect on instructional time.

13. Description of project, including educational benefit to students:

The location of the project is at the Lycoming County Veteran's Memorial Park located at West 4th

the park with mountain stone piers with the sign between them, Architect Tony Visco is working on the drawing for the project. As soon as we receive the drawing, we will forward to you by PDF. We are requesting work by the students on the following:

- *A footer laid*
- *Block laid with a pre cast top*
- *Mountain stone placed on both sides of the face of the block*
- *Continue with the sidewalk with the combination of concrete and bricks*
- *The placement of concrete for beaches' and apron by the shed*

The City of Williamsport, Streets and Parks, will dig the footer and haul in and out all the materials. All materials will be provided by the Veteran's Memorial Park Commission and the City of Williamsport

Points of contact: Veteran's Memorial Park Commission, John Markley 1- 570-337-8525

City of Williamsport, Adam Winder 1-570-220-9522 or 1-570-326-4684

City of Williamsport, Jim O'Brian 1-570-326-4684