



County of Lackawanna

Lackawanna County
Government Center
at The Globe
123 Wyoming Ave
Scranton, Pennsylvania
18503

Certified Copy

Ordinance: 21-0241

File Number: 21-0241

Ordinance #273
Emergency Ordinance
Plank Road Bridge, Clifton Township

**AN EMERGENCY ORDINANCE OF THE BOARD OF COMMISSIONERS OF
LACKAWANNA COUNTY TO ADDRESS A THREAT TO PUBLIC SAFETY IN CLIFTON
TOWNSHIP**

WHEREAS, Lackawanna County owns and is responsible for the maintenance of the Plank Road Bridge in Clifton Township; and

WHEREAS, the Plank Road Bridge was closed indefinitely by PennDOT on or about April 21, 2021, as five support beams on the bridge are failing; and

WHEREAS, this bridge is the only egress and ingress for residents along Plank Road during the Winter, and creates a serious emergency services issue in reaching the residents in the event of an emergency; and

WHEREAS, the Plank Road Bridge needs to be replaced with a temporary bridge before the Winter inclement weather arrives and cuts-off the detour route for the residences along Plank Road;

WHEREAS, this situation creates an emergency which the county needs to address in a timely manner to protect the life, health and property of the residents who live along Plank Road in Clifton Township.

WHEREAS, the Board of Commissioners of Lackawanna County have the authority to adopt emergency ordinances necessary for the protection of the public well-being whenever there is an immediate threat to the life, health and/or property to the residents of Lackawanna County pursuant to §1.3-310 of the Lackawanna County Home Rule Charter.

NOW THEREFORE, we the undersigned Commissioners of Lackawanna County do hereby ordain as follows:

1. Pursuant to the provisions of §1.3-310 of the Lackawanna County Home Rule Charter, do hereby declare that an emergency situation exists for the residents along Plank Road in Clifton Township which necessitates the purchase of a temporary bridge to replace the closed Plank Road Bridge;
2. The contract with Minichi, Inc., for the purchase and installation of a sixteen (16') foot wide

temporary bridge for the sum of \$361,000.00 is hereby approved;

3. All ordinances and parts of ordinances inconsistent herewith are hereby rescinded;
4. If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance which shall remain in full force and effect.
5. This Ordinance shall be effective upon adoption.

ADOPTED at a regular meeting of the Board of Commissioners of Lackawanna County

held on October 6, 2021.

COUNTY OF LACKAWANNA


DEBI DOMENICK, ESQ.

JERRY NOTARIANNI



CHRIS CHERMAK

ATTEST:



BRIAN JEFFERS
CHIEF OF STAFF

Approved as to form and legality:



FRANK J. RUGGIERO
COUNTY SOLICITOR

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT, executed this day 10 of October 2021, by and between LACKAWANNA COUNTY, hereinafter called the "County," and Minichi, Inc. his, her or their heirs, executors or administrators and assigns, party of the Second Part, hereinafter called Contractor.

ARTICLE I

The Contract documents consist of this Agreement, Exhibit A "Contractor's Proposal", all bulletins and addenda issued prior to the execution of this Agreement, all modifications to this Agreement issued subsequent thereto and all of the documents enumerated or referred to in this Agreement.

ARTICLE II

The Contractor shall perform all the work required by the contract documents for LACKAWANNA COUNTY PLANK ROAD TEMPORARY BRIDGE.

ARTICLE III

The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall not employ on the Project any unfit person or anyone not skilled in the task assigned to him.

ARTICLE IV

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project and shall take all reasonable precautions for the safety of all employees or subcontractors on the Project, and all material, equipment, and other property at the project site or adjacent thereto.

ARTICLE V

The Project shall be commenced upon execution of the contract. The Project shall be completed to the satisfaction of the County, in every respect within 45 calendar days from Notice-to-Proceed. The Contractor further agrees that time is of the essence in this Contract and failure to complete the project within the specified time period shall result in the Contractor being assessed for Liquidated Damages in the amount of \$100/day payable to the County. The County, in its discretion, may extend the completion date of the Project for causes over which the Contractor has no control which, in fact, delay the completion of said work, and in such case Contractor shall be found liable for said Liquidated Damages only from the date on which such extended period shall expire.

ARTICLE VI

Contractor warrants to the County that all materials and equipment furnished for the Project will be new, unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in accordance with the specifications and design plans. Contractor shall secure and

pay for the building permit and for all other permits and government fees, licenses and inspections necessary for the proper execution and completion of the Project.

ARTICLE VII

Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority, bearing upon the performance of The Project.

ARTICLE VIII

Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by the Project. At completion, Contractor shall remove all waste materials and rubbish from the Job Site, as well as all his tools, construction equipment, machinery and surplus materials.

ARTICLE IX

Contractor specifically waives any right to file or claim any mechanic's or material men's liens, and agrees to execute, simultaneously herewith, and cause to be filed in the County Courthouse of Lackawanna County, a Stipulation Against Liens, which shall be binding upon the Contractor, Contractor's supplier and any sub-contractors engaged by the Contractor.

ARTICLE X

If the Contractor fails to correct defective work on the Project or consistently fails to carry out the work in accordance with the Contract, the County, by written order, may order the Contractor to stop the work or any portion thereof until the causes have been eliminated. If the Contractor neglects to carry out the work in accordance with the Contract, or if the Contractor fails to correct the defects within seven (7) days after receipt of written notice, the County may correct the deficiency at the expense of the Contractor.

ARTICLE XI

The County shall pay the Contractor for the performance of the work, subject to additions and deductions resulting from change orders, the Contract Sum of \$361,000.00 upon completion of construction. No change orders shall occur unless executed by both parties in writing.

ARTICLE XII

Contractor shall purchase and maintain at all times, while work is being performed on the project:

- a. Workers Compensation Insurance: Statutory coverage in accordance with Pennsylvania workers compensation law including Employers Liability;
- b. Public Liability Insurance, including insurance against claims for personal injury and property damage in the sum of not less than One Million (\$1,000,000.00) Dollars each occurrence. Said Public Liability Insurance shall list the County as an additional named insured; Automobile Liability in the sum of not less than One Million (\$1,000,000 Dollars);
- c. Builder's risk, all risk insurance, in the amount of One Hundred (100%) Percent of the

contract price. Said Builder's Risk or Risk Insurance shall list the County as an additional named insured.

- d. A performance bond at One Hundred (100%) Percent of the contract amount, conditioned upon the fee for performance of the contract, in accordance with this Agreement. Said bond shall be solely for the protection of the County, who has awarded this Contract.
- e. A payment bond at One Hundred (100%) Percent of the contract amount. Said bond shall be solely for the protection of claimants supplying labor and materials to the contractor to whom the contract was awarded or to any of his subcontractors in the prosecution of the work provided for in this Agreement and shall be conditioned for the prompt payment of all such material furnished or labor supplied, or performed in the prosecution of the work. Labor and materials shall include public utility services and reasonable rental of equipment, but only for the period when the equipment rental is actually used at the site of the work provided for in this Contract.
- f. Contractor shall provide County with certificates of evidencing the insurance policy and the performance and payment bonds referred to above no later than five (5) business days before work is begun on The Project.

ARTICLE XIII

In the event that Contractor becomes party to a bankruptcy proceeding, or if a Receiver is appointed, on account of the insolvency of Contractor, then this Contract may be terminated by County without liability except for the agreed upon prices for the amounts of work completed to the time that such proceeding is commenced.

ARTICLE XIV

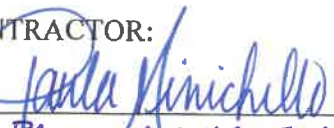
This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall inure to the benefit of and bind the parties hereto, their successors, personal representatives and assigns. Neither party shall assign this Contract without the written consent of the other, which consent shall not be unreasonably withheld by either party.

ARTICLE XV

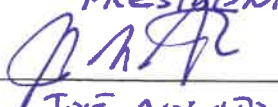
Contractor agrees to and does hereby indemnify and hold harmless the County with respect to any and all claims or suits against the County arising out of or relating to The Project. Contractor specifically agrees that said indemnification shall include claims based on alleged negligence of the County as well as alleged negligence of the Contractor. Contractor further agrees to provide a defense to the County for all such claims. In addition to the Contractor providing the County's defense, the contractor will assume any/all costs associated with the same.

CONTRACTOR:

By:


PAULA MINICHELLO
PRESIDENT

By:


JOE NOLIDO
SECRETARY

COUNTY OF LACKAWANNA:


Debi Domenick, Chairwomen
Board of Commissioners


Brian Jeffers, Chief of Staff


Frank Ruggiero, County Solicitor



Minichi Contracting Group

Minichi, Inc.
453 Ziegler Street
Dupont, PA 18641
(570) 654-8332

Susquehanna Co. Office
Suite 1, State Route 92
South Gibson, PA 18842
(570) 756-2225

EXHIBIT A - CONTRACTOR'S PROPOSAL

Proposal for Plank Road Temporary Bridge over the Lehigh River, Covington Township, Lackawanna County, PA

To: Lackawanna County, c/o Larry Lukasik
1280 Mid Valley Drive
Jessup, PA 18434

September 21, 2021

Minichi, Inc. is pleased to provide a proposal for the Plank Road Temporary Bridge Project.

- 1) Design of an 80' span x 16' wide temporary structure that maintains the existing low chord thereby raising the bridge driving surface and adjacent grades approximately 6".
- 2) Design of roadway approaches to tie into existing features.
- 3) Permits assuming DEP allows emergency permit path. Hydraulic and Wetland Studies are excluded.
- 4) Removal of the existing bridge superstructure. Existing substructure to remain with abutments modified.
- 5) Construction of the abutments approximately 15' behind existing abutments.
- 6) Placement of used, good condition 4 each 48"x33" concrete box bridge beams.
- 7) Placement of a bridge driving surface and used, good condition guide rails.
- 8) Placement of subbase and pavement to blend into existing roadway.
- 9) Placement of used, good condition guide rails off the structure.
- 10) Sufficient Erosion and Sedimentation BMPs to facilitate construction.
- 11) ~~Estimated~~ price for furnish and installation is \$361,000.
- 12) This bridge becomes the property of Lackawanna County.

Inclusions:

- 1) The scope of work is stated above. Work not listed in the above scope will be considered not included.
- 2) Minichi, Inc. operates with an open-shop workforce
- 3) ~~Final Scope and Price to be discussed and determined prior to forming an Agreement.~~

Exclusions:

- 1) Bonds, Permits, or licenses or any kind not mentioned above.
- 2) Design of any kind outside of Emergency DEP Permit and Project Design plans.
- 3) Testing, Logging, or Engineering of any kind.
- 4) Utility relocation or coordination of any kind. Need overhead clearance consistent with OSHA mandates.
- 5) Minichi will not be responsible for damages to Existing Walls, Trees, or any Existing Feature of any kind.
- 6) Minichi will not be responsible for damages to any overhead or underground utility or other feature not marked.
- 7) Surveying, As-built, or Layout of any kind beyond that required for bridge construction.
- 8) Anything not expressly included above.

Please contact Martin Shamro at (570) 237-0590 with any question regarding this proposal.

"MINICHI INC IS AN EQUAL OPPORTUNITY EMPLOYER"