

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8996

DATE 3-5-20

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

Carol Gillman
President



CITY OF WILLIAMSPORT

OFFICE OF FINANCE & BUDGET

MEMORANDUM

TO: Members, Williamsport City Council
FROM: Joseph Pawlak, Interim Finance Director
RE: Agreement with Pennsylvania College of Technology
DATE: February 28, 2020

Attached for your consideration is another agreement with Pennsylvania College of Technology for an off-campus project at the Veteran's Memorial Park. The agreement approved at the last meeting authorized the masonry trade while this agreement will approve the electric trade to gain valuable work experience at the Veteran's Memorial Park. Again, the students will perform work under the direction of their professors, City staff and Commission members and the Veteran's Memorial Commission will provide the necessary materials which will be purchased through donations received for improvements to the Park.

Feel free to contact me at 570-419-6556 if you have any questions.



AGREEMENT – OFF-CAMPUS PROJECT

THIS AGREEMENT made on February 28th, 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):

Joe Raup and other instructors

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.