

RESOLUTION

No. 882

BE IT RESOLVED, by authority of the _____ COUNCIL _____
(Name of governing body)
of the BOROUGH OF AVALON, _____ ALLEGHENY _____ County, and it
(Name of Municipality)

is hereby resolved by authority of the same, that the _____ PRESIDENT OF COUNCIL _____ of
(designate official title)

said Municipality be authorized and directed to sign the attached Agreement on its behalf and that the

_____ SECRETARY _____ be authorized and directed to attest the same.
(designate official title)

ATTEST:

_____ Joan A. Welsh _____
(Signature and designation of official title)

_____ BOROUGH OF AVALON _____
(Name of Municipality)
By: _____ [Signature] _____
(Signature and designation of official title)

I, _____ Joan A. Welsh _____, _____ Secretary _____
(Name) (Official title)

of the _____ Council of Avalon Borough _____, do hereby certify that the foregoing
(Name of governing body and Municipality)

is a true and correct copy of the Resolution adopted at a regular meeting of the

_____ Council of Avalon Borough _____, held the 19th day of May, 1997.
(Name of governing body)

DATE: 5-19-97

_____ Joan A. Welsh _____
(Signature and designation of official title)

NOTE: Signatures on Page 3 of the Agreement must conform with signatures on this Resolution.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

MAINTENANCE SERVICES

AGREEMENT NO 111
FID #: 256 H 270

THIS AGREEMENT, made and entered into this day of 19 , by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter called the Commonwealth,

AND

the *Borough* of *Avoca*
the Commonwealth of Pennsylvania, acting through its authorized officials, hereinafter called the MUNICIPALITY;

WITNESSETH;

WHEREAS, certain public highways, including bridges with their approaches, in the MUNICIPALITY have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in the Act of May 29, 1945, P.L. 1108; the Act of June 1, 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389, all as supplemented and amended; and,

WHEREAS, under the provisions of Act 1985-92, the Department of Transportation of the Commonwealth of Pennsylvania may, in the discretion of the Secretary, enter into agreements with municipalities for the latter to perform minor routine maintenance work on the roadway and shoulders of any State Highway, or portion thereof, located within the municipal boundaries of the MUNICIPALITY; and,

WHEREAS, the COMMONWEALTH is desirous of obtaining the assistance of the MUNICIPALITY to carry out minor routine maintenance on the State highways listed below; and,

WHEREAS, the MUNICIPALITY has the equipment, materials, and personnel available and ready to perform all the items of repair and maintenance as listed on Exhibit "B", which is attached to and made part of this agreement, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these repair and maintenance functions subject to payment by the COMMONWEALTH as set forth in the List of Prices on Exhibit "B".

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises hereinafter set forth, with the intention of being legally bound hereby, agree as follows:

1. The MUNICIPALITY shall, using equipment owned or leased by the MUNICIPALITY and using its own materials and personnel, in accordance with all applicable Department of Transportation Publication 408 Specifications, policies and procedures set forth in the MORIS Highway Maintenance Foreman Manual, Publication 113, which is incorporated herein by reference as though physically attached, and in a good and workmanlike manner, perform the minor routine maintenance items at the amounts set forth in the List of Prices, all as set forth in Exhibit "B", which is attached to and made a part of this Agreement, on the State Highways located within the municipal boundaries of the MUNICIPALITY, and as listed on Exhibit "A", which is attached to and made a part of this Agreement.
2. The COMMONWEALTH shall pay the MUNICIPALITY, for all authorized work performed on the items contracted for in Exhibit "B".
 - (a) Except as provided for in (c) below, lump sum items shall be paid on a quarterly basis.
 - (b) Items performed on a unit price basis shall be paid in accordance with Paragraph 11 below.
 - (c) The COMMONWEALTH shall pay the MUNICIPALITY within sixty (60) days after receipt of a certified invoice and in the event any such invoice is not paid within sixty (60) days of receipt hereof, the COMMONWEALTH shall pay interest at the rate of six (6%) percent per annum on the amount due to the date payment is received.

3. It is understood that the MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors and/or contractors are not to be considered employees of the COMMONWEALTH for purposes of work under this Agreement. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent act of its employees and/or lessors and/or contractors of the MUNICIPALITY during the performance of, or resulting from the performance under this Agreement.
4. It is agreed by the parties hereto, that this Agreement shall be effective for the period commencing upon written notice by the COMMONWEALTH to the MUNICIPALITY and terminating on June 30, 1978 unless sooner terminated for cause upon thirty (30) days' written notice by either party to the other, at which time all obligations, except liability for claims arising from the MUNICIPALITY'S performance and damages incurred by the COMMONWEALTH shall cease. In the event of termination, the MUNICIPALITY shall be paid for the work performed to the date of termination.
5. Work performed by the MUNICIPALITY under this Agreement shall be done in general conformance with the MORIS Highway Maintenance Foreman Manual, which is incorporated herein by reference as though physically attached. Such work shall be subject to inspection by the Secretary of Transportation, the District Engineer, and/or their duly authorized representatives within sixty (60) days of completion of said work. If, upon inspection, certain work is found not to be in general conformance with the specifications, policies and procedures of the COMMONWEALTH, and is not performed in a good and workmanlike manner, the work shall be corrected or re-performed, as necessary, at no cost to the COMMONWEALTH. It is clearly understood that the COMMONWEALTH shall not be obligated to conduct an inspection program. Spot inspection or inspection of a particular project will be conducted at the complete discretion of the COMMONWEALTH.
6. Attached to and included as part of this Agreement is the COMMONWEALTH provision prohibiting discriminatory practices by the MUNICIPALITY (Exhibit "C") and the Contractor Integrity Provisions (Exhibit "D") and the Provisions Concerning the Americans with Disabilities Act (Exhibit "E").
7. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other debt of the MUNICIPALITY that is owed to the COMMONWEALTH and not being contested on appeal against any payments due the MUNICIPALITY under this or any other contract with the COMMONWEALTH.
8. If the MUNICIPALITY enters into any subcontracts under this contract with subcontractors who are currently suspended or debarred by the COMMONWEALTH or who become suspended or debarred by the COMMONWEALTH during the term of this contract or any extensions or renewals thereof, the COMMONWEALTH shall have the right to require the MUNICIPALITY to terminate such subcontracts.
9.
 - (a) Within ten (10) days after the effective date of this agreement and every ninety (90) days thereafter, the MUNICIPALITY shall submit a proposed work program to the COMMONWEALTH, specifically to the Maintenance Manager. The MUNICIPALITY may proceed to work five (5) working days after filing said proposed program unless notified to the contrary.
 - (b) The MUNICIPALITY may, at any time during the progress of a quarterly work program, submit, for the COMMONWEALTH'S approval, a supplemental or amended work program five (5) working days after filing unless notified to the contrary.
 - (c) In the event, however, that an emergency situation arises, in the opinion of the MUNICIPALITY and the COMMONWEALTH, the Maintenance Manager, who shall be responsible for declaring such an emergency situation, may give verbal authorization to perform necessary work. Such authorization shall be confirmed in writing. Any such emergency work shall be limited to the categories of work for which the MUNICIPALITY has assumed responsibility under this agreement.
10. The MUNICIPALITY shall be responsible for maintenance and protection of traffic at all times during the performance of its responsibilities under this Agreement. This shall be in accordance with the Department of Transportation's Publication 203, entitled Work Zone Traffic Control, current edition, which the Department shall make available to the MUNICIPALITY upon request.
11. The MUNICIPALITY 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 specifications, policies and procedures set forth in this Agreement.

12. It is understood between the parties that the maximum amount payable under this Agreement by the COMMONWEALTH to the MUNICIPALITY shall not exceed the sum of four hundred seventy four and 38/100 (\$ 474.38) dollars, without a written supplemental agreement signed by both parties.

IN WITNESS WHEREOF, the parties here to have caused these presents to be executed, attested and ensealed by their authorized officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST:

Signature Date

Title

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Secretary of Transportation Date

ATTEST:

Jean A. Welsh 5/19/97
Signature Date

Secretary
Title

MUNICIPALITY Aviation Group

Federal Identification No. 256110270
BY Raymond Moore 5/19/97
Signature Date

President of Council
Title

APPROVED AS TO LEGALITY
AND FORM

Signature Date

Chief Counsel _____
Title

RECORDED NO. 111
Certified Funds Available Under
Activity Program 713
SYMBOL 010-008-187-97-1
AMOUNT 474.38

BY _____
Signature Date

Comptroller _____

APPROVED FOR OFFICE OF THE BUDGET

BY _____
Signature Date

Comptroller _____
Title

"Contract No. 111, is split 0 %, expenditure amount of 0.00 for Federal funds and 100 %, expenditure amount of 474.38 for State funds. The related Federal Assistance program name and number is NA; NA. The State Assistance program name and number is Highway; 187."

Preapproved Form: OGC No. 18-K-220
Appv'd OAG 04/12/84

EXHIBIT A

AVALON BOROUGH

SR 4012 STARR RD./ UNION AVE.	10/0000 RT. 65	TO	50/0000 NORTHGATE SCHOOL	2.53 LM
SR 4023 NEW BRIGHTON RD.	10/0000 HOME AVE.	TO	20/3224 PERRYSVILLE RD.	2.62 LM
				<u>5.15 LM</u>

EXHIBIT B

SWEEPING

713-7681

1 CYCLE

7.5 HRS.

\$63.25/HR. 474.38

This work should be scheduled in the spring and completed before May 15.