

AVALON BOROUGH
RESOLUTION NO. 889

BE IT RESOLVED, by authority of the Borough Council
of the Borough of Avalon, Allegheny County, and it
(Name of Municipality) (Name of governing body)

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:

Jean A. Walsh Secretary By: Harry W. Dilmore Pres. of Council
(Signature and designation of official title) (Signature and designation of official title)

I, Harry W. Dilmore, President of Council
(Name) (Official title)

of the Borough of Avalon, 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

Avalon Borough Council, held the 21st day of APRIL, 1998.
(Name of governing body)

DATE:

4/21/89

Harry W. Dilmore
(Signature and designation of official title)
President of Council

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

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 five hundred thousand ²⁵/₁₀₀ (\$ 503.25) 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:

Juan A. Walsh 4/21/98
Signature Date

Secretary/Manager

Title

MUNICIPALITY Avonlea Borough
Federal Identification No. 256 600270
BY [Signature] 4/21/98
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 010-008-187-98-1
AMOUNT 503.25

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 503.25 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

03/01/97

Observation # _____

AGREEMENT # 111

FID/SSN: 256040270

MUNICIPAL COMPREHENSIVE MAINTENANCE AGREEMENT
PREAPPROVED FORM 18-K-220

LESSOR: Araldo B. B...

DISTRICT: 11-1 COUNTY: Allegheny

CITY: _____

DOLLAR VALUE: \$ 503.25

CONTACT PERSON: Marilyn Coff

Municipal Agreement Coordinator
Phone 412-429-4945

FOR EXECUTION

BUREAU OF MAINT. & OPS. |
FOR REVIEW & SIGNATURE |
7th Flr. Forum Place |

OFFICE OF CHIEF COUNSEL |
FOR LEGALITY & FORM APP. |
9th Flr. Forum Place |

OFFICE OF COMPTROLLER |
FOR OBA APPROVAL |
6th Flr. Forum Place |

BUREAU OF MAINT. & OPS. |
FOR FINAL DISTRIBUTION |
7th Flr. Forum Place |

REMARKS:

4/10/97

AGREEMENT # 111

MUNICIPAL COMPREHENSIVE MAINTENANCE
SERVICES AGREEMENT
TYPE AND PURPOSE OF LEGAL DOCUMENT

MUNICIPALITY:

NAME Avalon Borough

ADDRESS 640 California Ave.
Avalon, Pa. 15202

CONTACT PERSON PHONE # 412-429-4945

FEDERAL ID #/ S.S. # 256000270

COST / ESTIMATED COST: \$ 503.25

1ST YEAR: 503.25

2ND YEAR: _____

3RD YEAR: _____

CHARGE TO:

ORG: 111 OBJECT: 32905 PROGRAM: 713 APPR: 187

CONTRACT DATES: START: 7-1-98 EXPIRE: 6-30-99

IS OS2 LETTER ATTACHED IF CONTRACT IS OVER \$10,000/FY? _____
IF NOT ATTACHED WHY? _____

TO BE SIGNED BY TECHNICALLY RESPONSIBLE INDIVIDUAL

NAME: Marilyn Croff

PHONE: 412-429-4945

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

MAINTENANCE SERVICES

AGREEMENT NO 111
FID #: 256000270

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 Asalus
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 Jan 30, 1999 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 Five hundred and twenty five (\$ 503.25) 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 sealed 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. Hald 4/21/98
Signature Date

Secretary/Manager

Title

MUNICIPALITY Avonlea Borough

Federal Identification No. 256 000 270
BY [Signature] 4/21/98
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 - 98 - 1
AMOUNT 503.25

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 503.25 for State funds. The related Federal Assistance program name and number is NA; NA. The State Assistance program name and number is Hwy 187."

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

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AVALON BOROUGH
RESOLUTION NO. 889

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of the Borough of Avalon, Allegheny County, and it
(Name of Municipality) (Name of governing body)

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: Borough of Avalon
Janet A. Walsh Secretary By: Harry W. Dilmore Pres. of Council
(Signature and designation of official title) (Signature and designation of official title)

I, Harry W. Dilmore, President of Council
(Name) (Official title)

of the Borough of Avalon, 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
Avalon Borough Council, held the 21st day of April, 1998.
(Name of governing body)

DATE: 4/21/98
Harry W. Dilmore
(Signature and designation of official title)
President of Council

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

EXHIBIT "C" COMMONWEALTH NON-DISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicap, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source or recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this non-discrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

EXHIBIT "D" COMMONWEALTH CONTRACTOR INTEGRITY PROVISIONS

During the term of this contract, Contractor agrees as follows:

1. Definitions.
 - a. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - b. Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - c. Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than 5% interest.
 - d. Financial Interest means:
 - (1) ownership of more than a 5% interest in any business; or
 - (2) holding a position as an officer, director, trustee, partner, employee,

or the like, or holding any position of management.

e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits or money, services, employment, or contracts of any kind.

2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
3. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.
4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
5. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
6. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him shall accept or agree to accept, or give or agree to give, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
7. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
10. The contractor upon the inquiry or request of the Inspector General of the Commonwealth or any of that's official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.
11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, or debar or suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

EXHIBIT "E" PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under the contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1, above.

AVALON BOROUGH

EXHIBIT A

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.	\$67.10/HR.	503.25
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THIS WORK SHOULD BE SCHEDULED IN THE SPRING AND COMPLETED BEFORE MAY 15.