

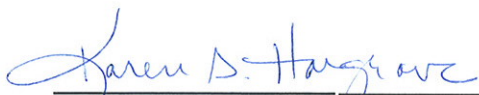
WASHINGTON TOWNSHIP
FRANKLIN COUNTY, PENNSYLVANIA

RESOLUTION NO. 508

BE IT RESOLVED, by the authority of the Board of Supervisors of Washington Township, Franklin County, and it is hereby resolved by authority of the same, that the Manager of Washington Township Michael A. Christopher is hereby authorized and directed to sign the attached grant on its behalf and that the Township Secretary Karen S. Hargrave be authorized and directed to attest the same.

WASHINGTON TOWNSHIP
FRANKLIN COUNTY, PENNSYLVANIA
BOARD OF SUPERVISORS

ATTEST:



Karen S. Hargrave, Secretary



Jeffrey B. Geesaman, Vice Chairman

(SEAL)

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**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

WINTER TRAFFIC SERVICES 5 – YEAR

AGREEMENT NO _____
FID/SSN # 23-6000561000
SAP VENDOR # 138832

THIS AGREEMENT, fully executed and approved this _____ day of _____, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation (“COMMONWEALTH”).

AND

the Washington Township of the COMMONWEALTH of Pennsylvania, acting through its authorized officials (“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, the MUNICIPALITY has the equipment, materials and personnel available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways, including bridges with their approaches, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these winter traffic services for the COMMONWEALTH during the Winter Season(s) of 2010 - 2011; 2011 - 2012; 2012 - 2013; 2013 - 2014; and 2014 - 2015. (the “Winter Season” for the purpose of this Agreement shall be the period from October 15 to April 30 of each season), subject to payment by the COMMONWEALTH to the MUNICIPALITY as described in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct its winter traffic services in a manner satisfactory to the COMMONWEALTH, in order to facilitate the safe and unimpeded flow of vehicular traffic over said State Highways within the MUNICIPALITY in accordance with the terms, covenants and conditions herinafter set forth in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct the winter traffic services for and in the agreed amount during the term of this Agreement, regardless of the amount of work required.

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

1. The MUNICIPALITY shall undertake and accomplish the required snow and ice clearance together with the application of anti-skid and/or de-icing materials for the State Highways, including bridges and their approaches, as indicated in Exhibit “A” attached to and made part of this Agreement. The MUNICIPALITY shall perform all work in accordance with all applicable PennDOT Specifications (“Publication 408”), policies and procedures set forth in the PennDOT MORIS Highway Maintenance Foreman Manual (“Publication 113”) and the PennDOT Maintenance Manual (“Publication 23”), which all are incorporated by reference into this Agreement as though physically attached. This work shall be performed in a prompt and efficient manner so as to facilitate the safe and unimpeded flow of vehicular traffic over the State Highways within the MUNICIPALITY.

2. If, to undertake and accomplish the duties required in Paragraph (1.), the MUNICIPALITY'S forces must traverse a bridge with a posted weight restriction, the MUNICIPALITY agrees to file a permit application with the posting authority and obtain a permit to traverse the bridge pursuant to 67 Pa. Code Chapter 191. The MUNICIPALITY agrees to refile needed permit applications and obtain permits for each succeeding winter season for which this Agreement is renewed. Failure to obtain such permits shall be grounds for termination of this Agreement.
3. The COMMONWEALTH shall pay to the MUNICIPALITY, as reimbursement for the services contracted for in this Agreement, the total sum of the rate established for each particular season, payable on or before November 15th, for each successive Winter Season through the termination of the Agreement. The starting date of this Agreement shall be the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or the date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever comes later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved. The MUNICIPALITY shall perform all services for this amount, regardless of the amount of work required. The COMMONWEALTH is not responsible for paying additional amounts when the MUNICIPALITY incurs costs for the work in excess of the established amount or does not otherwise meet the guidelines contained in the "Severe Winter Adjustment" set forth in Exhibit "A" of this Agreement.
4. The MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors or contractors shall not be considered employees of the COMMONWEALTH for any purpose. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent acts of the MUNICIPALITY'S employees and/or lessors or contractors during the performance of, or resulting from, the performance under this Agreement.
5. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30th for each Winter Season.
6. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH. Such work shall be subject to inspection by the Secretary of Transportation, the District Engineer, and/or their duly authorized representatives.
7. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COMMONWEALTH in proportion to the period of the Agreement for which services were provided.
8. Incorporated by reference as part of this Agreement, as though physically attached to it, are the COMMONWEALTH Nondiscrimination / Sexual Harassment Clause (dated June 30, 1999), the Contractor Integrity Provisions (dated December 20, 1991), the Provisions Concerning the Americans with Disabilities Act (January 16, 2001) and the Contractor Responsibility Provisions (dated April 16, 1999).
9. The MUNICIPALITY agrees that the COMMONWEALTH may offset the amount of any state tax or COMMONWEALTH liability of the MUNICIPALITY or its affiliates and subsidiaries that is owed to the COMMONWEALTH against any payments due the MUNICIPALITY under this or any other contract with the COMMONWEALTH.
10. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:

(a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) and electronic addenda information, if desired to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.

(b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the respective invoice or program.

(c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

11. The Agreement constitutes the entire agreement between the parties. No amendment or modifications of this Agreement shall be valid unless it is in writing and duly executed and approved by both parties.
12. This Agreement shall automatically renew for succeeding Winter Seasons at the rate established for each particular season unless either party shall terminate upon written notice to the other on or before September 15th of the Winter Season in question.
13. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit “B” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the MUNICIPALITY.

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IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

MUNICIPALITY

Karen D. Hayner

Michael Allert

Township Secretary 8-4-10
Title: DATE

BY Top Manager 8-4-10
Title: DATE

If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive Date

APPROVED AS TO LEGALITY
AND FORM

for Chief Counsel Date

Certified Funds Available Under

SAP DOCUMENT NO. _____

SAP FUND _____

SAP COST CENTER _____

GL. ACCOUNT _____

AMOUNT _____

BY _____

for Comptroller Date

Contract No. _____, is split 0 %, expenditure amount of \$0.00 for federal funds and 100 %, expenditure amount of \$39,526.02 for state funds. The related federal assistance program name and number is N/A; _____. The state assistance program name and SAP Fund is 712; Highway Maint..

Preapproved Form: OGC No. 18-K-244
Appv'd OAG 11/01/02

EXHIBIT B

Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

Revised February 1, 2010

SUPPLEMENTAL EXHIBIT "A"

County: Franklin

SAP# 138832

AGREEMENT #

Municipality: Washington Township

YEAR 1 OF 5

WINTER SEASON OF: 2010-2011

MILEAGE WORKSHEET (OPTIONAL)

(Equal to the linear miles times the number of lanes)

STATE ROUTE AND LOCAL NAME	BEGINING		ENDING		LINEAR MILES		RATE / LANE	NUMBER OF LANES	COST	"B"	"C"	"D"	"E"
	SEG	OFFSET	SEG	OFFSET									
SR 2007 Old Forge Road	0050	0000	0070	3547	1.7155	E	\$639.61	2	\$2,194.50	\$0.00	\$0.00	\$0.00	\$3.43
SR 2007 Mentzer Gap Road	0080	0000	0090	1953	0.9464	E	\$639.61	2	\$1,210.65	\$0.00	\$0.00	\$0.00	\$1.89
SR 2007 Mentzer Gap Road	0100	0946	0110	2036	0.6000	E	\$639.61	2	\$767.53	\$0.00	\$0.00	\$0.00	\$1.20
SR 2009 Harbaugh Church Road	0010	0000	0040	1438	1.5400	D	\$639.61	2	\$1,970.00	\$0.00	\$0.00	\$3.08	\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST									\$6,142.69	\$0.00	\$0.00	\$3.08	\$6.52

8-4-10
Supervisor's Signature Date

MILEAGE TOTALS

4.8019 LINEAR MILES

LANE MILES

MFC "B" \$0.00

MFC "C" \$0.00

MFC "D" \$3.08

MFC "E" \$6.52

\$9.60

TOTAL = 9.60 LANE MILES

TERMS OF PAYMENT(S)

The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

Suggested Total Amount Encumbrance

1st Year	\$6,142.69	Enter the rate per lane mile	
2nd Year	\$6,326.97	for the current fiscal year.	
3rd Year	\$6,516.78	MFC "B"	
4th Year	\$6,712.28	MFC "C"	
5th Year	\$13,827.30	MFC "D"	\$639.61
TOTAL	\$39,526.02	MFC "E"	\$639.61

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