

RESOLUTION NO. 79-101

A RESOLUTION OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE PROPER OFFICIALS TO ENTER INTO
AN AGREEMENT WITH THE PENNSYLVANIA DEPARTMENT
OF TRANSPORTATION FOR THE PROVISION OF WINTER
TRAFFIC SERVICES ON NORTHERN PIKE AND SAUNDERS
STATION ROAD IN MONROEVILLE

WHEREAS, the Municipality is authorized under the provision of the United States Law as amended to enter into agreements with the Pennsylvania Department of Transportation for clearance of snow and ice on certain state highways within the Municipality; and

WHEREAS, the Municipality is reimbursed according to a uniform formula which is standard throughout the State of Pennsylvania; and

WHEREAS, benefits will accrue to the motoring public and residents of Monroeville.

NOW, THEREFORE, BE IT RESOLVED that the proper officials of the Municipality of Monroeville are authorized to enter into the attached agreement marked Exhibit "A" for the 1979-1980 Winter season.

RESOLVED this 9th day of October, 1979.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

Exhibit "A"

WINTER TRAFFIC SERVICES

PennDOT AGREEMENT NO. _____

THIS AGREEMENT, made and entered into this _____ day of _____, 1979, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter called the COMMONWEALTH,

A
N
D

the MUNICIPALITY OF MONROEVILLE of the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter called the MUNICIPALITY:

W I T N E S S E T H:

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; Act of June 1, 1945, P.L. 1242 and the Act of September 18, 1961, P.L. 1389, as supplemented and amended; and,

WHEREAS, under the provisions of the "State Highway Law", Act of June 1, 1945 P.L. 1242, as amended by Act No. 60, approved March 9, 1970, P.L. 159, the Department of Transportation of the Commonwealth of Pennsylvania may, in the discretion of the Secretary, enter into agreements with Municipal Corporations, each herein referred to as a MUNICIPALITY, for reimbursement of the cost of clearance of snow and ice from State Highways within their areas of jurisdiction; and,

WHEREAS, the MUNICIPALITY has the equipment, materials, personnel and procedures 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 of 1979-80 (the "winter season" for 1979-80 shall, for the purposes of this Agreement, be the period from November 1, 1979 to April 15, 1980, subject to payment by the COMMONWEALTH to the MUNICIPALITY of the sum of Four Thousand Five Hundred Sixty-eight and 00/100 (\$4,568.00) Dollars, as hereinafter provided; and,

WHEREAS, the MUNICIPALITY will 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 hereinafter set forth in this Agreement; and,

WHEREAS, the MUNICIPALITY will conduct the winter traffic services for and in the aforementioned amount during the term of this Agreement, regardless of the amount of work required, it being understood that the costs of such work can vary from one winter season to another, that the MUNICIPALITY does not receive additional amounts when the stated sum is exceeded for a particular winter season, and that payment of a lump sum obviates the necessity for a detailed and costly audit by the COMMONWEALTH.

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, agrees as follows:

1. The MUNICIPALITY will, with its own equipment, material and personnel, in accordance with the special procedures set up for such purposes, undertake and accomplish the required snow and ice clearance together with the application of anti-skid and/or de-icing materials for said State Highways, including bridges and their approaches, as indicated in Exhibit "A", attached hereto and made a part hereof, in a prompt and efficient manner, during the period from November 1, 1979 to April 15, 1980, and will conduct its winter traffic services, in such a manner as will, in the judgment of the Secretary of Transportation of the Commonwealth, facilitate the safe and unimpeded flow of vehicular traffic over the State Highways within the MUNICIPALITY.
2. The COMMONWEALTH will pay to the MUNICIPALITY, as reimbursement for the services contracted for in paragraph one hereof, the total sum of \$4,568,00 in the following manner:

50% of \$4,568.00 on or before November 15, 1979;

50% of \$4,568.00 on or before January 31, 1980.
3. It is understood that the MUNICIPALITY undertakes the responsibilities as an independent contractor and is not to be considered the employee of the COMMONWEALTH for the purposes of performance of work under this agreement. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent acts of employees 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 November 1, 1979, and shall terminate and end as of midnight on April 15, 1980, when all obligations hereunder shall cease and determine.
5. 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.
6. Finally, it is agreed by the parties that 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. In the event 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 contract for which services were provided.
7. Attached to and included as part of this Agreement is the State Clause prohibiting discriminatory practices by the MUNICIPALITY.

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

(SEAL)

ATTEST:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____
Deputy Secretary of Transportation

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

BY: S/ Michael P. Lynch
Mayor

APPROVED AS TO LEGALITY AND FORM

BY: _____
Assistant Attorney General

Resolution of Municipality to be attached.

"EXHIBIT A"

Legislative Route	MFC Classi- fication	Local Name (if applicable)	Stations From-To	1 Length in Miles	2 Number of Travel Lanes 2-3-4 etc.	3 Rate/ Travel Lane	Cost (1x2x3)	Remarks
1. 02176	C	Northern Pike	0 - 32+93	.62	4	425	\$1054.00	
2. 02176	C	Northern Pike	32+9-114+36	1.54	2	425	\$1309.00	
3. 02186	D	Saunders Sta.	0 - 75+00	1.43	2	375	\$1072.50	
4. 02233	D	Northern Pike	0 - 70+75	1.34	2	375	\$1005.00	
5. 02233 Spur	D	Northern Pike	0 - 8+75	.17	2	375	\$ 127.50	

RESOLUTION

BE IT RESOLVED by authority of the Municipal Council of the Municipality of Monroeville, Allegheny County, and it is hereby resolved by authority of the same, that the Mayor of said Municipality be authorized and directed to sign the attached Agreement on its behalf and that the Manager be authorized and directed to attest the same.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

I, Marshall W. Bond, Manager of the Municipality of Monroeville, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Municipal Council, held the 9th day of October, 1979.

Date:

S/ Marshall W. Bond
Municipal Manager

COMMONWEALTH NONDISCRIMINATION CLAUSE

(All Contracts)

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

1. Contractor shall not discriminate against any employe, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

Contractor shall take affirmative action to ensure that applicants are employed, and that employes or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: 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 employes, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, 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 non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor has 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 of 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 the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this non-discrimination clause. Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.

6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to C. 49.35 of these Regulations. 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 or the Commission.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employes.

9. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

10. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.

11. 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.

Wherever hereinabove the word Contractor is used it shall also include the word Engineer, Consultant, Researcher, or other Contracting Party as may be appropriate.

MUNICIPALITY OF MONROEVILLE

October 10, 1979

By S/ Marshall W. Bond
Municipal Manager