

MUNICIPALITY OF MONROEVILLE
ALLEGHENY COUNTY, PENNSYLVANIA

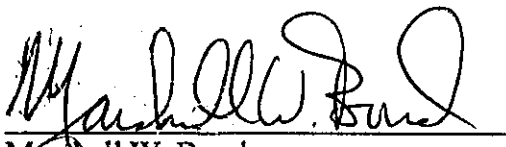
RESOLUTION NO. 01-49

A RESOLUTION OF THE MUNICIPALITY OF MONROEVILLE,
ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE
MANAGER TO ENTER INTO AN AGREEMENT FOR THE
MUNICIPALITY'S PARTICIPATION WITH THE COUNTY OF
ALLEGHENY FOR SNOW AND ICE CONTROL ON COUNTY ROADS

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

ATTEST:

MUNICIPALITY OF MONROEVILLE



Marshall W. Bond
Municipal Manager



Abe J. Comunale
Mayor

ENTERED INTO LEGAL BOOK ON: June 22, 2001

A G R E E M E N T

MADE AND ENTERED into this first day of November 2001, between the County of Allegheny, hereinafter referred to as "COUNTY."

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D

the Municipality of Monroeville, acting through it's authorized representatives, hereinafter referred to as "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 County Road System, to be constructed, improved and maintained by the COUNTY, 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 deicing materials for certain County Roads, including bridges with their approaches, within the MUNICIPALITY, in a prompt, and efficient manner and has signified it's willingness to furnish these winter traffic services for the COUNTY during the winter season(s) of 2001, 2002, and 2003 (the "winter season" for the purpose of this Agreement, will be the period from November 1 to March 31 of each season) subject to payment by the COUNTY to the MUNICIPALITY as hereinafter provided; and;

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

WHEREAS, the MUNICIPALITY shall conduct the winter traffic services for and in an 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 hereinafter set forth, with the intention of being legally bound hereby, 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 deicing materials for said County Roads, including bridges and their approaches, as indicated in Exhibit "A," attached hereto and made part hereof, in a prompt and efficient manner, during the period from November 1 to March 31 of each season and shall conduct its winter traffic services, in such a manner as shall in the judgement of the Director of Public Works of the COUNTY, facilitate the safe unimpeded flow of vehicular traffic over the COUNTY Roads, as indicated in Exhibit "A." The COUNTY reserves the right to order the use of only de-icing material for any said County Road, as indicated in Exhibit "A." If for any reason, the MUNICIPALITY cannot conduct winter traffic services on a given day, the MUNICIPALITY shall contact the County Road District Supervisor, as indicated in Exhibit "A," and the COUNTY will provide winter traffic control for that given day, and the appropriate monetary adjustment will be made.

2. The COUNTY shall pay to the MUNICIPALITY, as full and complete reimbursement for the services contracted for in this Agreement, the total sum of the rate established, in the form of monetary funds or anti-skid and /or de-icing material, with this option being determined by the MUNICIPALITY, for each particular season, as indicated in Exhibit "A," with monetary funds payable on or before November 15 of each winter season. If the MUNICIPALITY wishes to change from monetary compensation to materials, or materials to monetary compensation in the second year, an amendment would be needed. The anti-skid and/or de-icing materials will be available for November 1 upon request. The materials may be delivered either by an authorized COUNTY vendor or loaded at a COUNTY Warehouse or delivered by COUNTY forces if available. The MUNICIPALITY shall perform all services for this amount, regardless of the amount of work required. The COUNTY is not responsible for paying additional amounts when the MUNICIPALITY incurs costs for the work that exceeds the contract amount, unless otherwise approved by the Director of Public Works of the COUNTY. This also would require an amendment.

3. The MUNICIPALITY undertakes the responsibilities as an independent contractor and it's employees and/or lessors or contractors are not to be considered employees, of the COUNTY for any purpose under this agreement. The COUNTY shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent acts of it's employees and/or lessors 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 November 1, and shall terminate and end as of midnight on March 31 for each season, when all obligations hereunder shall cease.

5. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COUNTY. Such work shall be subject to inspection by the Director of Public Works and/or his duly authorized representative. The MUNICIPALITY shall maintain records indicating the number, time, and type of snow and ice control treatments used for each of the roads, as described in Exhibit "A," and shall furnish these records to the COUNTY upon request.

6. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COUNTY, the COUNTY may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. The MUNICIPALITY may also terminate this Agreement upon giving ten (10) days written notice to the COUNTY. In the event the Agreement is so terminated, then the COUNTY shall not be further obliged to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COUNTY in proportion to the period of the contract for which services were provided. Monetary funds should be returned to the Public Works Department at the address mentioned on the cover page. Materials should be returned to the closest District Warehouse or arrangements made for transport by COUNTY forces. The following formula shall be used to determine arrangements:

$$\frac{\text{DAYS OF PARTICIPATION}}{\text{DAYS OF YEARLY CONTRACT}} = \text{PERCENTAGE OF PAYMENT}$$

$$\text{PERCENTAGE OF PAYMENT X TOTAL ALLOCATED} = \text{AMOUNT OF RESTITUTION}$$

7. Attached to and included as part of this Agreement are provisions which prohibit discriminatory practices by the MUNICIPALITY (Exhibit "B") and the Contractor Integrity Provisions (Exhibit "C") and the Provisions Concerning the Americans with Disabilities Act (Exhibit "D").

8. The MUNICIPALITY agrees that the COUNTY may set off the amount of any County tax liability or other debt of the MUNICIPALITY that is owed to the COUNTY and not contested on appeal against any payments due the MUNICIPALITY under this or any other contract with the COUNTY.

9. If the MUNICIPALITY enters into any subcontracts for this work under this Agreement with subcontractors who are currently suspended or debarred by the COUNTY or who become suspended or debarred by the COUNTY during the term of this Agreement or any extensions or renewals thereof, the COUNTY shall have the right to require the MUNICIPALITY to terminate such subcontracts.

10. 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.

11. This Agreement shall be automatically renewable for succeeding winter seasons at the rate established for each particular season, as indicated in Exhibit "A," unless either party shall terminate upon written notice to the other on or before September 15 of the winter season in question.

12. The MUNICIPALITY shall maintain appropriate insurance coverage to protect against any claim or loss arising out of the activities that are the subject of this Agreement. The MUNICIPALITY shall also certify that they have accepted the provisions of the Pennsylvania Workers' Compensation and Occupation Disease Acts, as amended and supplemented.

13. The MUNICIPALITY shall fully obey and comply with all federal, state and local laws, statutes, ordinances, resolutions and administrative regulations, which are or shall become applicable to any duties performed under this Agreement.

14. This Agreement shall be deemed to have been made in and shall be construed according to the laws of the Commonwealth of Pennsylvania.

15. The MUNICIPALITY has duly authorized it's undersigned representative to execute this Agreement pursuant to official action taken on June 12, 2001 by it's Municipal Council. The Director of the Allegheny County Department of Public Works has been duly authorized to execute this Agreement on behalf of the County, pursuant to official action taken on May 9, 2001, by it's County Manager.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ATTEST/WITNESS:

MUNICIPALITY OF MONROEVILLE (SEAL)

Ignita C. McKimney
Name/Title *Manager's Secretary*

Marshall W. Bond
Name/Title *Municipal Manager*

COUNTY OF ALLEGHENY (SEAL)

ATTEST:

.....

Robert B. Webb, County Manager

Department of Public Works

.....
Thomas E. Donatelli, P.E., Director

APPROVED AS TO LEGALITY AND FORM:

.....
County Solicitor

.....
Assistant County Solicitor

Agreement between Allegheny County
Department of Public Works and the
Municipality of Monroeville approved by
the County Manager on May 9, 2001,
Agenda No. (822-01). Amount: \$74,493.72,
November 1, 2001 thru March 31, 2004

EXHIBIT "A" (2001-2003)

MONROEVILLE

RATES PER TWO
LANE MILE

2001-2002 \$1,633
 2002-2003 \$1,682
 2003-2004 \$1,732

COUNTY ROAD	LIMITS	LINEAR MILES	LANES	2001	2002	2003
Beatty Rd. 3018-00	Old Wm Penn to Monroeville Trestle	1.84	2	\$3,004.72	\$3,094.88	\$3,186.88
Haymaker Rd. 3142-01/02/03/04/05	Route 48 to Route 136	3.50	2	\$5,715.50	\$5,887.00	\$6,062.00
Pitcairn Road	Monroeville Blvd. To 1300' W. of Strochein	1.50	2	\$2,449.50	\$2,523.00	\$2,598.00
Monroeville Trestle 3220-00	Old Frankstown to Old William Penn	1.50	2	\$2,449.50	\$2,523.00	\$2,598.00
Strochein Blvd. 3298-02	Monroeville Blvd. To Pitcairn Road	1.10	2	\$1,796.30	\$1,850.20	\$1,905.20
Turtle Creek-Monroe 3134-HIL	Monroeville Blvd. To 700' N. of Monroeville Ave	2.50	2	\$4,082.50	\$4,205.00	\$4,330.00
Wilmerding-Monroeville 3339-00	Wilmerding Line to Turtle Creek-Monroe Rd.	1.40	2	\$2,286.20	\$2,354.80	\$2,424.80
Saunders Station 3569-00	Haymaker to Abers Creek Road	1.42	2	\$2,318.86	\$2,388.44	\$2,459.44
		14.76		\$24,103.08	\$24,826.32	\$25,564.32

TOTAL COST \$74,493.72

Agreement Coordinator: Don Mitsch 350-2488

If you encounter any field problems please contact our Supervisor at:
 District # 3 (793-3910) or District # 1 at (931-2517)



**COMMONWEALTH NONDISCRIMINATION CLAUSE
(ALL CONTRACTS)**

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, 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; lay off 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 of recruitment regularly utilized by Contractor.
- 4. It shall be no defense to a finding of non-compliance 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 nondiscrimination 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 non-compliance 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 permits 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.



COMMONWEALTH CONTRACTOR INTEGRITY PROVISIONS

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 employe 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, officer, partners, managers, key employes, and owners of more than a 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, employe, 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 of 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 employe 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 employe 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 from, or give or agree to give to, any person, 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 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, and debar and 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.

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 this 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, demands, 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.