

AGILITY AGREEMENT R8-1999

1) THIS AGREEMENT is made and entered into this 14 day of April, 1999, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter called the DEPARTMENT and the following political subdivision(s) of the Commonwealth of Pennsylvania, acting through its/their authorized officials, hereinafter called the municipality(ies):

<u>Honey Brook Township</u>	<u>Chester</u>	County	<u>23-6000361</u>
_____	_____	County	_____
_____	_____	County	_____
_____	_____	County	_____
_____	_____	County	_____

2) NOW, THEREFORE, the parties hereto, for and in consideration of the information contained in attachments A and B, attached hereto and made part hereof, with the intention of being legally bound, hereby agree to perform the following as a partner in an Agile Maintenance Enterprise (AME): None of the following services will be done unless the contract expires or is amended.

<u>Activities</u>	<u>Department</u>	<u>Municipality</u>	<u>Description</u>
<u>LINE PAINTING</u>	<u>X</u>	_____	_____
<u>CLEAN BRIDGES & INSPECTION</u>	<u>X</u>	<u>X</u>	_____
<u>MAT. STORAGE TEST/CERT.</u>	<u>X</u>	<u>X</u>	_____
<u>TRAFFIC SIG. MAINT. & COST</u>	<u>X</u>	_____	_____
<u>ENG. SER./SAFETY STUDIES</u>	<u>X</u>	_____	<u>Dept. force</u>
<u>BONDED RDS. & SPD. STUDIES</u>	<u>X</u>	_____	_____
<u>SURF. IMP. & DEP. SER. PIGGY BKG.</u>	<u>X</u>	_____	_____
<u>ILLEGAL SIGN REMOVAL</u>	_____	<u>X</u>	_____
<u>MOWING OR BRUSHING</u>	_____	<u>X</u>	<u>When Contract expires or amended</u>
<u>EQUIPMENT USAGE</u>	<u>X</u>	_____	_____
<u>CLEAN INLET/GRATES</u>	<u>X</u>	_____	_____
<u>PROVIDE TRNG EQUIP OPR & CDL</u>	<u>X</u>	_____	_____
<u>SNOW REMOVAL</u>	_____	<u>X</u>	_____
<u>EQUIPMENT STORAGE</u>	_____	<u>X</u>	_____

Modifications to the activities listed in this agreement may be incorporated at any time during the life of the agreement through the execution of an Agility Agreement Amendment signed by authorized agents for both/all parties involved.

3) This Agreement shall be effective for five years, beginning on the date noted in paragraph one, unless terminated sooner for cause upon thirty (30) days' written notice by either party to the other, at which time all obligations shall cease.

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Secretary of Transportation Date
or designee

Honey Brook Township
(Name of Municipality)

ATTEST:

Ruby M. Peterson 4/26/99
Title Sec/Treas. Date

BY Michael A. Jamy 4/26/99
Title: _____ Date

(Seal)

APPROVED AS TO LEGALITY AND FORM:

APPROVED AS TO LEGALITY AND FORM:

BY _____
Chief Counsel Date

BY _____
Attorney General Date

RECORDED NO.: _____
Certified Funds Available Under
Activity Program N/A Symbol N/A
Amount \$ N/A

APPROVED FOR OFFICE OF BUDGET:

BY _____
for Comptroller Date

BY _____
Comptroller Date

RESOLUTION #8 - 1999

BE IT RESOLVED, by the authority of the Board of Supervisors

(Name of governing body)

of the Township of Honey Brook

(Name of Municipality)

Chester

County, and it is hereby resolved by authority of the same, that

the Chairman, Board of Supervisors of said Municipality be authorized and directed to sign
(Designate official title)

the attached Agreement or Amendment on its behalf and that the Secretary

(Designate official title)

be authorized and directed to attest the same.

ATTEST:

Honey Brook Township

(Name of Municipality)

Ruby M. Witman Secretary
(Signature & designation of official title)

By: Michael A. Lang Chairman
(Signature & designation of official title)

(SEAL)

I, Ruby M. Witman, Secretary/Treasurer

(Name)

(Official title)

of the Honey Brook Township Board of Supervisors, do hereby certify that the
(Name of governing body and municipality)

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

Board of Supervisors, held the 14th day of April, 1999.

(Name of governing body)

Date: April 14, 1999

Ruby M. Witman Secretary/Treasurer
(Signature & designation of official title)

Note: A separate Resolution must be completed and included for each municipality listed as a party in this Agreement.

AGILITY AGREEMENT BACKGROUND:

- A. The Department is undertaking an organizational research and development project, known as the Agility Project, to explore mutually beneficial ways to deliver highway maintenance services on state and local roads.
- B. A pilot phase for the Agility Project is being conducted for a one-year period and will involve the undertaking of maintenance activities on state and local roads in 15 pilot areas throughout the Commonwealth. Upon conclusion of the pilot phase, the Department will evaluate future expansion based on pilot results and proceed accordingly.
- C. The MUNICIPALITY(IES) identified has(have) the equipment, materials, and/or personnel available and ready to provide the activities identified in paragraph two of the agreement on both its own roads and state highways in a prompt and efficient manner.
- D. The DEPARTMENT has the equipment, materials, and/or personnel available and ready to provide the activities identified in paragraph two of the agreement on both its own roads and those under the MUNICIPALITY's(IES') jurisdiction in a prompt and efficient manner.
- E. The DEPARTMENT and the MUNICIPALITY(IES) are desirous of participating in the Agility Project to enhance services to the motoring public and are entering into this Agreement to identify the activities which each party may perform as a member of an Agile Maintenance Enterprise (AME) and their respective rights and obligations.

AGILITY AGREEMENT TERMS AND CONDITIONS

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

1. The MUNICIPALITY shall, using its own personnel and equipment owned or leased by it, and/or materials owned by it or supplied by others, in accordance with applicable provisions of the DEPARTMENT's Specifications; Publication 408 (1994) and its amendments and supplements; the policies and procedures set forth in the DEPARTMENT's MORIS Highway Maintenance Foreman's Manual, Publication 113; and all applicable provisions of the DEPARTMENT's Publication 203, entitled "Work Zone Traffic Control", which publications are all incorporated herein by reference as though physically attached, and in good workmanlike manner, provide on state and local highways the maintenance activities identified in the Agreement in quantities determined and specified on individual work orders to be of equal value to the maintenance activities provided by the DEPARTMENT under this Agreement. The MUNICIPALITY's(IES') provision of these maintenance activities on state highways shall serve as consideration for the DEPARTMENT's provision of maintenance activities which it is providing under this Agreement on the MUNICIPALITY's(IES') roads.
2. The DEPARTMENT shall, using its own personnel and equipment owned or leased by it, and/or materials owned by it or supplied by others, in accordance with applicable provisions of the DEPARTMENT's Specifications; Publication 408 (1994) and its amendments and supplements; the policies and procedures set forth in the DEPARTMENT's MORIS Highway Maintenance Foreman's Manual, Publication 113; and all applicable provisions of the DEPARTMENT's Publication 203, entitled "Work Zone Traffic Control", which publications are all incorporated herein by reference as though physically attached, and in good workmanlike manner, provide on state and local highways the maintenance activities identified in the Agreement in quantities determined and specified on individual work orders to be of equal value to the maintenance activities provided by the MUNICIPALITY(IES) under this Agreement. The DEPARTMENT's provision of these maintenance activities on municipal roads shall serve as consideration for the MUNICIPALITY's(IES') provision of maintenance activities which it is providing under this Agreement on state highways.
3. The DEPARTMENT and the MUNICIPALITY(IES) agree, acknowledge, and understand that each party undertakes its responsibilities independently and that its employees and/or lessors shall not be considered employees of the other party for purposes of undertaking activities under this Agreement. The DEPARTMENT shall not be liable, nor shall it

indemnify, defend, or save harmless the MUNICIPALITY(IES) for the negligent acts of the DEPARTMENT's employees and/or lessors during the undertaking of, or resulting from the undertaking of, activities under this Agreement. The MUNICIPALITY(IES) shall not be liable, nor shall it/they indemnify, defend, or save harmless the DEPARTMENT for the negligent acts of the MUNICIPALITY's(IES') employees and/or lessors during the undertaking of, or resulting from the undertaking of, activities under this Agreement.

4. Activities undertaken by any/all parties under this Agreement on the other party's roadways shall be subject to inspection by the duly authorized representatives of the other party within sixty (60) days of completion. If the inspection establishes that certain activities are not in general conformance with the specifications, policies, and procedures, of the receiving party or have not been undertaken and completed in a good and workmanlike manner, the party that has performed the activity shall correct or re-perform it, as necessary, to the satisfaction of the other party. Neither/No party shall be obligated to conduct an inspection program. Any party, at its complete discretion, may conduct spot inspections or inspections of a particular maintenance activity being preformed within its jurisdiction by another party.
5. The following designated contract provisions are hereby incorporated by reference as though set forth in full herein:
 - "Commonwealth Nondiscrimination Clause", dated November 19, 1985
 - "Contractor Integrity Provisions", dated December 20, 1991
 - "Provision Concerning the Americans with Disabilities Act" dated February 3, 1993
6. This document may be executed by the parties signatory hereto in counterpart; such execution in counterpart shall be deemed to have the same force and effect as simultaneous execution; and all counterparts shall together constitute a single Agreement.

"A to Z" List
Activities to be Considered Under Agility

- A - Accounting, Asphalt Paving
- B - Bridge Washing, Bridge Design, Brushing
- C - Crack Sealing, Customer Outreach, Construction Inspection, Clerical, Computer Services
- D - Ditch Cleaning, Drainage Correction, Dust Control, Deck Replacement, Distribution
- E - Equipment Maintenance, Equipment Rental, Engineering Services, Educational Opportunities
- F - Fuel Services, Facilitators
- G - Geotechnical Services, GIS Products, Graphic Services, Gravel Road Grading, Guiderail
- H - Highway Surveying, Hauling, Housing of Equipment
- I - Inlet Repair/Cleaning, Information Sharing
- J - Joint Repair/Sealing
- K -
- L - Line Painting, Lighting Maintenance
- M - Mowing, Materials Testing, Meeting Facilities, Materials, Maintenance of Equipment
- N - News Coverage
- O - Office Space
- P - Paving, Pipe flushing, Patching, Piggy-back Purchasing, Permitting, Pipe Replacement
- Q - Quality Assurance
- R - Resurfacing, Right-of-Way Appraisals/Acquisition, Roadside Maintenance
- S - Seal Coating, Shoulder Grading, Street Sweeping, Safety Studies, Signal Maintenance, Sign Maintenance, Snow Removal
- T - Training, Tree Removal, Towing, Tar and Chip
- U - Underdrain
- V - Video Conferencing, Vehicle Maintenance
- W - Winter Services, Work Zone Traffic Control, Water Flushing
- X - Xeroxing
- Y - Yard Work
- Z - Zoning Assistance, Zoo Food (Road Kill)

Under Agility Agreement # _____, an Agile Maintenance Enterprise (AME) between the Department of Transportation and _____ County was formed and the following activities will be completed:

Services/Resources Received from Partner	Quantity	Unit Price	Total
Totals:	N/A	N/A	

Services/Resources Provided to Partner	Quantity	Unit Price	Total
Totals:	N/A	N/A	

Accepting: _____

Signature, PennDOT	Title	Date
Signature, Municipality	Title	Date
Signature, AFSCME	Title	Date

Describe the listed activities on the reverse side. (Location and other pertinent details)