

RESOLUTION 6-2003

BE IT RESOLVED, by the authority of the Board of Supervisors
(Name of Governing Body)

of the Honey Brook Twp, Chester County
(Name of Partner)

County, and it is hereby resolved by authority of the same, that the Twp Manager
(Designate official title)

of said Partner be authorized and directed to sign the attached Agreement or Amendment on its behalf.

ATTEST:

Honey Brook Twp
(Name of Partner)

Admin Assit
(Signature & designation of official title)

By: MM Brown Twp Manager
(Signature & designation of official title)

I, Michael Brown, Twp Manager
(Name) (Official Title)

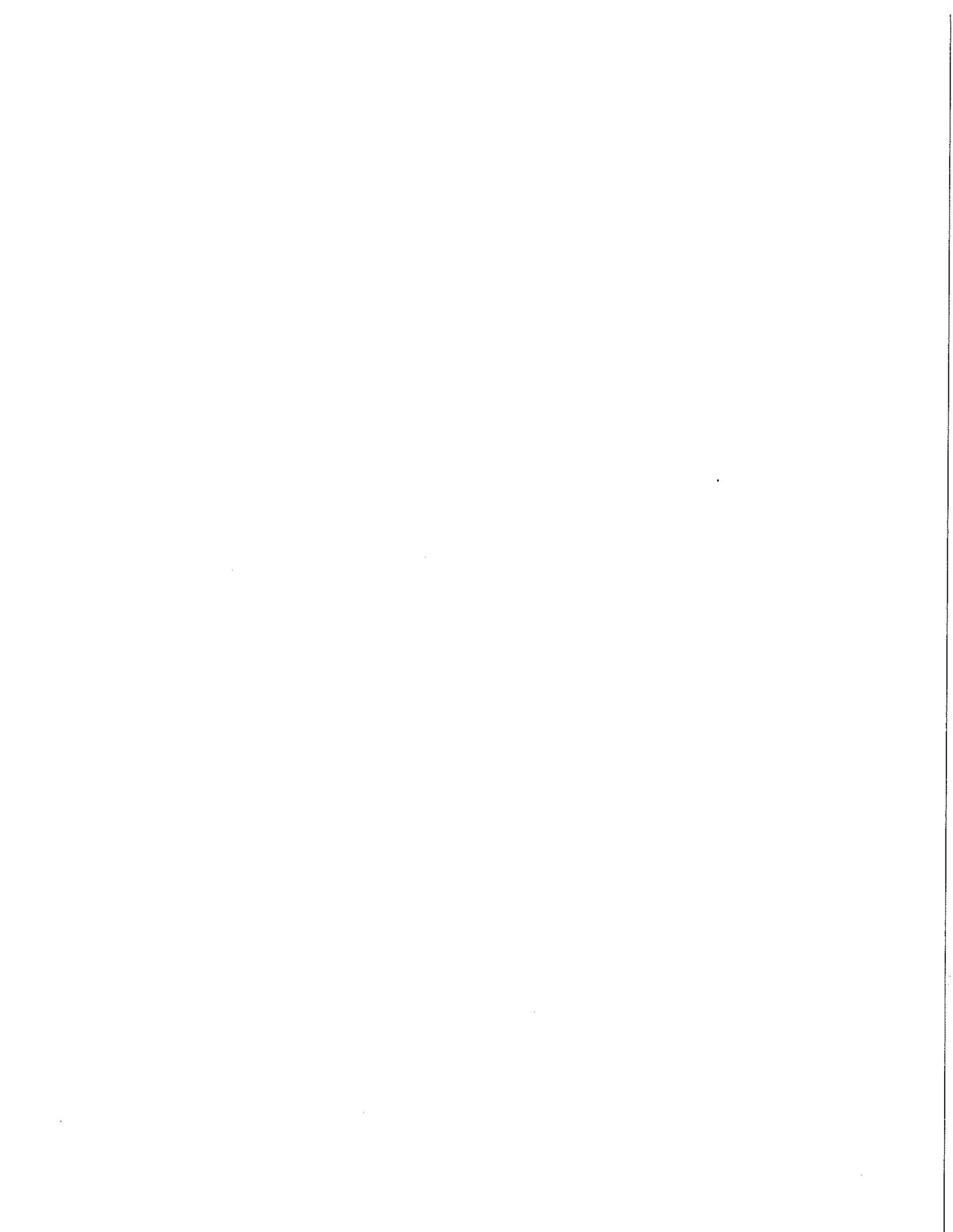
of the Honey Brook Twp Board of Supervisors, do hereby certify
(Name of governing body and Partner)

that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Supervisors held the 9th day of July, 2003.
(Name of governing body)

Date:

MM Brown Twp Manager
(Signature & designation of official title)

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



04/03

Effective Date: _____
(DEPARTMENT will insert)

AGREEMENT NO. _____
FEDERAL ID NO. _____

AGILITY AGREEMENT
(Attachments B and C)

1) THIS AGREEMENT is made and entered into by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, ("DEPARTMENT") and the following public procurement unit(s) as defined in the Commonwealth Procurement Code, 62 Pa. C. S. § 101, *et seq.*, ("Partner(s)").

Partner Name: Honey Brook Twp
City: HONEY BROOK PA

Federal ID No.
23-6000361
County: CHESTER

2) NOW, THEREFORE, in accordance with the Terms and Conditions of Attachment A, attached to and made a part of this Agreement, the parties, with the intention of being legally bound, agree to perform those activities to be set forth in the Agility Work Plan which, upon completion by the parties, will be attached to and made a part of this Agreement.

- a. Attachments B and C, which list the services that may be performed by the parties, are made a part of this Agreement
- b. Modifications to the services to be performed as identified in the Agility Work Plan may be made at any time during the term of this Agreement by execution of an Agility Agreement Amendment that is 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.

AGREEMENT NO. _____

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Secretary of Transportation Date
or designee

HONEY BROOK TWP
(Name of Partner)

ATTEST:

Admin Asst 7/22/03
Title Date

BY MM Brown 7/22/03
Title: Twp Manager Date

FOR COMMONWEALTH USE ONLY:

APPROVED AS TO LEGALITY AND FORM:

BY _____
for Chief Counsel Date

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

BY _____
for Comptroller Date

AGILITY AGREEMENT TERMS AND CONDITIONS

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

1. The PARTNER, using its own personnel and equipment owned or leased by it, and/or materials owned by it or supplied by others, shall provide 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 PARTNER shall perform all maintenance activities in accordance with applicable provisions of the most current version of the DEPARTMENT's Publication No. 408, *Specifications*, and its amendments and supplements; the policies and procedures set forth in the most current version of the DEPARTMENT's Publication No. 113, *MORIS Highway Maintenance Foreman's Manual*, and its amendments and supplements; and all applicable provisions of the most current version of the DEPARTMENT's Publication No. 203, *Work Zone Traffic Control*, and its amendments and supplements and 67 Pa. Code, Chapter 212 (upon adoption as a regulation) and all amendments thereto. These publications and regulations are all incorporated by reference as though physically attached to this Agreement. The PARTNER's(s') 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 PARTNER's(s') roads.
2. The DEPARTMENT, on state and local highways, shall provide 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 PARTNER(s) under this Agreement in good workmanlike manner. The DEPARTMENT shall use its own personnel and equipment owned or leased by it, and/or materials owned by it or supplied by others and shall perform these maintenance activities in accordance with applicable provisions of the most current version DEPARTMENT's Publication No. 408, *Specifications*, and its amendments and supplements; the policies and procedures set forth in the most current version of the DEPARTMENT's Publication No. 113, *MORIS Highway Maintenance Foreman's Manual*, and its amendments and supplements; and all applicable provisions of the most current version of the DEPARTMENT's Publication No. 203, *Work Zone Traffic Control* and its amendments and supplements and 67 Pa. Code, Chapter 212 (upon adoption as a regulation), and all amendments thereto. These publications and regulations are all incorporated by reference as though physically attached to this Agreement. In the alternative, if the PARTNER(s) has (have) its (their) own ordinances, specifications, standards, manuals, criteria, policies or procedures relating to highway maintenance, and the applicable provisions of these documents are stricter than those found in the DEPARTMENT's publications listed above, the DEPARTMENT shall follow the municipal documents in providing the maintenance

activities on highways under the jurisdiction of the affected PARTNER(s). The DEPARTMENT's provision of these maintenance activities on municipal roads shall serve as consideration for the PARTNER's(s') provision of maintenance activities that it is providing under this Agreement on state highways.

3. The DEPARTMENT and the PARTNER(s) 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 PARTNER(s) 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 PARTNER(s) shall not be liable, nor shall it/they indemnify, defend, or save harmless the DEPARTMENT for the negligent acts of the PARTNER's(s') 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 performed within its jurisdiction by another party.
5. The following designated contract provisions are hereby incorporated by reference as physically attached to this Agreement:
 - *Commonwealth Nondiscrimination/Sexual Harassment Clause* dated June 30, 1999.
 - *Contractor Integrity Provisions* dated December 20, 1991.
 - *Provision Concerning the Americans with Disabilities Act* dated January 16, 2001.
6. This document may be executed by the parties' signatory in counterpart. 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.
7. The following conditions apply to services that the Department wishes to receive:
 - a. **Services**—The Department cannot accept a service if there is a state-wide or local services contract with a private vendor for the service unless:

1. The contract is amended, upon concurrence by all parties to the contract, with language to allowing the Department to obtain service/supply from another source; or
 2. The vendor(s) cannot provide the service or equipment when requested. The vendors **MUST** be contacted at the time a work plan is generated to verify that the vendor(s) cannot provide the equipment/service requested.
- b. **Training**—Training must be for appropriate maintenance related training or for subjects offered by Transportation University, but are not available when needed. Attach out service forms and approvals to Work Plan.
- c. **Training not allowed**—The following training will not be allowed under any circumstances:
- **Computer training**
- d. **Meals**—If the other party is providing any meals in conjunction with meeting rooms, Form OS-58 (5-98), *Donation of Excess Prepared Food*, must be attached to the Agreement. However, if there is a local contract in place for provision of meals to the Department, the Department cannot accept meals from that party unless the conditions set forth above in 7.a. are met.
- e. **Materials**—The Department can accept materials outright, except for materials that are under a statewide contract. However, if the materials are being provided incidentally to the performance of a service, the prohibition against accepting materials that are under a statewide contract does not apply. Furthermore, any materials provided incidentally to the performance of a service shall be considered part of the service.
8. The following conditions apply to services that the Department wishes to provide:
- a. **Materials**—The Department cannot provide materials, other than signs, described below, outright. Materials may be included as part of a service normally performed with Department forces so long as the overall purpose of the activity is the performance of the service and the materials are being provided incidentally thereto.
 - b. **Signs**—The Department will provide signs within MORIS Group No. 16 outright. If the signs do not fall within this grouping, they would be considered surplus and must have the DGS green tag approval form attached.
 - c. **Surplus**—If materials being included as part of a service are surplus (e.g., guiderail or pipe), DGS green tag approval form for surplus materials procedures must be attached and the Agreement must refer to the DGS surplus procedures.

GUIDERAIL, MEDIAN BARRIER AND IMPACT ATTENUATION DEVICES

Guiderail Maintenance
Guiderail Removal
Guiderail Repair—Mechanical
Other—Guiderail, Median Barrier, and Impact Attenuation Device Services

MAINTENANCE AND OPERATION OF BUILDINGS AND GROUNDS

Lighting Maintenance
Maintenance of Buildings
Maintenance of Grounds
Parking Area
Parking Lot Maintenance
Repair or Alterations to Buildings

VEGETATION MANAGEMENT

Broadcast Growth Regulator (Fosamine)
Brush and Select Tree Trim, Tree Removal
Erosion Control
Herbicide Services
Mowing
Other—Vegetation Management and Scenic Feature Activities
Seed and Soil Supplemental
Sight and Soil Supplemental
Sight Distance Improvement
Tree Services
Weed and Brush Spraying
Wildflower Planting
Wood Chipping

MAJOR DAMAGE AND/ OR DISASTER RESTORATION

Major Slides
Major Structure Damage

PUBLIC SERVICE FACILITIES

Maintenance of all Other Roadside Rests and Table Sites
Maintenance of Interstate All Weather Roadside Rests
Other—Public Service Facility Activities
Roadside Litter Pickup and Debris Removal

STORM PATROL

Rain or Wind Patrol

PAVEMENT MARKING

Line Painting
Other—Pavement Marking Activities
Paint Legends, Traffic Lanes, etc.
Pavement Marking- Hand Operated Machines
Raised Pavement Markers
Repair Paint Machines—Crew Only
Small Paint Crew/ Sites
Traffic Line Painting

SPECIAL

Administrative Functions
Bonded Road Studies
Bridge Design, Studies, and Inspection
Certification
Construction Inspection
Contract Preparation
Customer Outreach
Design Services by Dept. Force
District Office Support
Employee Training
Engineering Services, Studies
Environmental Consultation
Facility Sharing/Training Facilities
Geo-technical Services
Guidance on Residual Waste Disposal
Hydraulic Studies
Improve Public Safety
In-service Training
Information Sharing
Meeting Facilities
Pavement Cores, Cores, Markings, Services
Permit Processing
Posted Road Studies
Press Releases
Right-of-Way Appraisal, Survey
Road Bonding Assistance
RPC Inspection Work
Safety Improvements, Services, Studies
Snow Academy
Speed Studies
Structural Design Assistance
Technical Services and Support
Traffic Control Assistance, Studies
Weight Limit Surveys
Equipment Sharing

**ATTACHMENT B
(PENNDOT TO PARTNERS) (4-03)**

ROADS—UNPAVED

Dirt Road Shaping
Dust Control
Dust Palliative
Restabilization
Roadway Patching

ROADS—PAVED

Asphalt Services
Base/ Sub-base Repair
Concrete Patching
Crack Sealing
Edge Paving
Intersection Adjusting
Joint Sealing Concrete Roads
Leveling
Milling- Bituminous Surfaces
Patching- Manual
Patching- Mechanical
Paving
Recycling- Bituminous Surfaces
Resurfacing
Sanding
Seal Coating
Skin Patch—Liquid Bituminous
Slurry, Seal, and Ralumac
Surface Improvement
Surface Treatment
Tar and Chip
Thermolay
Widening

ROADWAY SECTION RESTORATION

Bank Removal
Gabions/ Retaining Walls
General Earthwork
Graffiti Removal
Side Dozing- Mechanical
Slope Removal

TRAFFIC SERVICE- INCIDENTAL SERVICES

Other—Incidental Service Activities
Sweeping

LIGHTING

Service—Highway, Bridge, and Sign Lighting Systems
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DRAINAGE CLEANING, REPAIR, OR REPLACEMENT

Cleaning—Inlet/Endwall/ Basin—Manual/Mechanical
Cleaning—Ditch/Drain Channel—Mech.
Cleaning Pipes and Culverts
Ditch Services
Draining Activities
Flow Line Repair
Inlet Cleaning, Maintenance
Install Subsurface Drain (U-Drain) (Labor)
Pipe Flushing
Pipe Installation and Replacement
Place Stone
Repair/ Replace Surface Under 8' Length
Replace Inlet and Endwall- Manual
Replace Pipes and Culverts
Rock Line Ditches
Sewer Line Flushing
Storm Pipe Replacement
Storm Water Maintenance

BRIDGE MAINTENANCE AND REPAIR

Clean/ Flush—Deck
Concrete Services
Head Wall Services
Other Bridge Activities
Retaining Walls Maintenance
Wall Removal

SNOW SEASON PREPARATION, SNOW REMOVAL AND ICE CONTROL

Exchange Plow Routes
Load Salt
Plowing Snow and Spreading Anti- Skid Chemical
Grader Plowing
Salting
Snow and Ice Services
Snow Removal- Non Storm Activities
Winter Services

SIGNS

Construction Detour and Other Temporary Signs
Delineators, Hazard
Message Boards
Other—Sign Activities
Permanent Signs
Reset Signs
Sign Maintenance
Sign Reviews
Signs

**ATTACHMENT C
(PARTNERS TO PENNDOT) (4-03)**

ROADS—UNPAVED

Dirt Road Stabilization
Liquid Calcium Application

ROADS—PAVED

Base Repairs

ROADWAY SECTION RESTORATION

General Earth Work
Embankment/ Slope Removal
Underground Utility Detection

TRAFFIC SERVICE- INCIDENTAL SERVICES

Curb Cleaning
Deer and Dead Animal Removal
Emergency Services
Hazardous Spill Response
Traffic Control Assistance
Shuttle Service
Island Cleaning
Police (with officer, in work zone, etc.)
Safety Improvement Projects

LIGHTING

Lighting
Overhead Lights

DRAINAGE CLEANING, REPAIR, OR REPLACEMENT

Channel Cleaning
Clean Pipes, Ditches, Drains, etc.
Ditching
Pipe Flushing, Camera
Rebuild Catch Basins
Televise Pipes
Parallel Pipe Installation
Drainage Activities/ Services
Culvert Cleaning, Labor for Installation
Tunneling, Trenching

BRIDGE MAINTENANCE AND REPAIR

Boat for Bridge Inspection
Bridge Cleaning, Flushing, Sweeping, etc.
Concrete Repair
Head Wall Repair

STORM PATROL

Storm Clean Up
Storm Water Maintenance

SNOW SEASON PREPARATION, SNOW REMOVAL AND ICE CONTROL

Exchange Plow Routes
Salt (load, storage)
Snow and Ice Control
Winter Operations

SIGNS

Sign Maintenance
Reset Signing, Delineation, etc.
Illegal Sign Removal

MAINTENANCE AND OPERATION OF BUILDINGS AND GROUNDS

Minor Building Repairs
Carpentry Services
Demolition
Excavation
Electrical Services
Paint Storage
Plumbing Services
Block Laying

VEGETATION MANAGEMENT

Herbicide Spraying
Brush Control, Cutting, Spraying, etc.
Landscaping
Leaf and Brush Compost Site
Mowing
Vegetation Management
Weeding
Tree Services
Mulching
Brushing
Roadside Management
Herb Application
Wetland Replacement

MAJOR DAMAGE AND/ OR DISASTER RESTORATION

<i>Perform Operations as Needed</i>

PUBLIC SERVICE FACILITIES

Park and Ride Area
Wash Facility

PAVEMENT MARKING

Painting Lines
Pavement Marking, Widening, etc.

