

DOCKET No. 88-4-ROAD

No.

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COVINGTON TWP.

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**Versus**

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88-4-Road

220/GRD/mb  
2-25-88

TRANSFER

AGREEMENT NO. 020127

THIS AGREEMENT, made and entered into this 3rd day of  
March, 1988, by and between the Commonwealth of  
Pennsylvania, acting through the Department of Transportation,  
hereinafter called the COMMONWEALTH,

a n d

the Township of Covington, Clearfield County, 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 and  
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, the parties desire to transfer jurisdiction of the  
State Route 1016 shown in Exhibit "A", which is attached to and

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APR 19 1988

RAY WITHEROW  
Prothonotary

made a part of this Agreement, and have set forth their respective obligations to accomplish this objective; and,

WHEREAS, the COMMONWEALTH is willing to pay the MUNICIPALITY for certain work which is necessary to bring the State Route 1016 into more acceptable condition.

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

1(a). The MUNICIPALITY will, by contract or with its own forces, in accordance with Department of Transportation specifications, policies and procedures set forth in the Maintenance Foreman Manual, Publication 113, which is incorporated herein by reference as though physically attached and in good workmanlike manner, to perform the work on the said State Route 1016 as is set forth in Exhibit "A", which is attached to and made a part of this Agreement. All work shall be completed by December 31, 1989.

(b). The COMMONWEALTH will, by contract or with its own forces, perform the work on the said State Route 1016 as is set forth in Exhibit "A", which is attached to and made a part of this Agreement. All work shall be completed by September 30, 1988.

2. The COMMONWEALTH will pay to the MUNICIPALITY, the sum of nineteen thousand and 00/100 (\$19,000.00) dollars for the MUNICIPALITY's work described in Exhibit "A". This payment shall be for the sole purpose of performing MUNICIPALITY's work described in Exhibit "A". Subject to the availability of funds the COMMONWEALTH will begin the process for payment after July 1, 1988. All funds to be paid under this Agreement shall be kept in a separate account by the MUNICIPALITY. In the event that the MUNICIPALITY does not require all funds payable hereunder for the repairs set forth in Exhibit "A", any excess shall be deposited into the MUNICIPALITY's Liquid Fuels Tax Account.

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 purposes of performance of the work described in Exhibit "A".

4. Work performed by the MUNICIPALITY under this Agreement shall be done in general conformance with the Manual of Maintenance Production Performance Standards, which is incorporated herein by reference as though physically attached. Such work shall be subject to inspection by the Department of Transportation representatives within sixty (60) days of completion of said work. If, upon inspection, certain work is found not to be in general conformance with the specifications, policies and procedures of the COMMONWEALTH and is not performed

in good and workmanlike manner, the work shall be corrected or reperformed, as necessary, at no cost to the COMMONWEALTH. It is clearly understood that the COMMONWEALTH shall not be obligated to conduct an inspection program. Spot inspection or inspection of a particular project will be conducted at the complete discretion of the COMMONWEALTH.

5. The MUNICIPALITY agrees to comply with the provisions of the State Non-discrimination Clause, which is attached as Exhibit "B" and made a part of this Agreement.

6. The MUNICIPALITY shall be responsible for maintenance and protection of traffic, at all times during the performance of its responsibilities under this Agreement. This shall be done in accordance with the Department of Transportation's Publication 203, entitled Work Zone Traffic Control, current edition, which the Department shall provide to the MUNICIPALITY, upon request.

7. Transfer of jurisdiction of the herein named state highway shall be in accordance with 75 Pa. C.S. Chapter 92, effective July 22, 1983. Full execution and approval of this Agreement by both parties shall be deemed to satisfy requirements of Act 1983-32 and the date of transfer of jurisdiction shall be September 30, 1988. IT IS UNDERSTOOD THAT THE MUNICIPALITY WILL NOT BE ELIGIBLE FOR ITS FIRST \$2,500.00 PER MILE PAYMENT UNTIL April 1, 1990. A copy of the MUNICIPALITY's Resolutions

authorizing transfer is attached as Exhibit "C" and made a part of this Agreement.

8. Upon transfer of the State Highway(s) herein specified, the MUNICIPALITY shall have jurisdiction of the said highway(s). The MUNICIPALITY shall further have the responsibility for performance of winter traffic services (including snow removal and application of anti-skid and de-icing materials), and street cleaning on any bridge structures as designated by Station Numbers in Exhibit "A", on the above-noted state highway(s), even if those structures remain under the jurisdiction of the COMMONWEALTH. The MUNICIPALITY grants to the COMMONWEALTH the authority to enter upon and utilize bridge approaches and right-of-way areas necessary for purposes of constructing, reconstructing or maintaining any excluded bridge.

9. The COMMONWEALTH will provide the MUNICIPALITY with available straight-line diagrams, right-of-way information, bridge weight limit, traffic engineering documentation, and with copies of all active highway permits and/or bonding, utility and railroad crossing information, where applicable. The MUNICIPALITY shall provide documentary evidence of transfer of ownership to the office in the county courthouse which is responsible for municipal road dockets.

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

ATTEST:

Susan H. Roebuck  
Signature DATE  
Secretary  
Title  
(SEAL)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY Nancy B. Zyzanski 3/16/88  
Signature DATE  
Deputy Secretary  
Title

ATTEST:

Annette Hugney 3/3/88  
Signature DATE  
Secretary  
Title  
(SEAL)

TOWNSHIP OF COVINGTON

BY Richard M. Smula 3/3/88  
Signature DATE  
Chairman of Board of Supervisors  
Title

APPROVED AS TO LEGALITY  
AND FORM

Gregory L. Senter 3-17-88  
Signature DATE  
for Chief Counsel  
Title

PRELIMINARY APPROVED

BY \_\_\_\_\_  
Signature DATE  
Assistant Counsel  
Title

Signature DATE  
Deputy Attorney General  
Title

RECORDED NO \_\_\_\_\_  
Certified Funds Available Under  
Activity Program \_\_\_\_\_

SYMBOL \_\_\_\_\_

AMOUNT \_\_\_\_\_

BY \_\_\_\_\_  
Signature DATE

\_\_\_\_\_  
Title

APPROVED FOR  
OFFICE OF BUDGET AND ADMINISTRATION

BY \_\_\_\_\_  
Signature DATE

\_\_\_\_\_  
Title

"Contract No. 020127, is split N/A%, expenditure amount  
of N/A for Federal funds and 100% amount of \$19,000.00 (grants)  
for State Funds. The related Federal Assistance program name and number is  
N/A; N/A. The State assistance program name and number  
is HIGHWAY TRANSFER #617 APPROPRIATION 286



INSPECTION OF ROADS  
TO BE ABANDONED  
AS STATE HIGHWAYS

DATE

Route L.R. 17107 SR 1408 Segment 0010/Offset 0000 to Segment 0020/Offset 1747 Bo.  
Section Clearfield County Covington Township Tw.  
Station 0+00 to Station -43+19 City

Type of Pavement Bituminous Width of <sup>paved</sup> ~~Graded~~ Section 16', 17'; 33' right of way

Condition at time of Inspection \_\_\_\_\_ July 17, 19 87

Surface - Needs resurfaced  
Shoulders - Add material  
Drainage - Replace pipes  
Bridges - N/A  
Miscellaneous - Cut brush

Number of Department Owned Signs to be Removed - All signs on the route will remain in place.

Work required to place road in Acceptable Condition The Pennsylvania Department of Transportation will do the necessary improvements in order to put route into an acceptable condition:

1. Scratch course (55 LB/SQ. Yd.) on entire route.	\$8,960
2. Overlay (approximately 1 inch) on entire route.	17,920
3. Add material to shoulders and apply MC-30 oil to them	6,330
4. Clean parallel and outlet ditches throughout the entire route.	5,260
5. Replace approximately 38 feet of 18" pipe, 48 feet of 30" pipe.	2,580
6. Cutting and trimming of brush on entire route to improve sight distance.	1,900
7. Painting of centerline after paving operation.	1,100
8. Add delineator posts at the pipe locations	950
	<u>\$45,000</u>

NOTE: WORK WILL BE DONE BY SEPTEMBER 30, 1988.

It is agreed that the completion of the work listed above will place this road in Acceptable Condition. (Use reverse side if necessary)

District Engineer

For Local Authorities

The work listed above has been completed and the road is in Acceptable Condition.

Date

EXHIBIT "A" PAGE 1 of 2





INSPECTION OF ROADS  
TO BE ABANDONED  
AS STATE HIGHWAYS

DATE

Route L.R. 865 Segment 0030/Offset 0000 to Segment 0060/Offset 0000  
 Section Clearfield County Covington Twp. Bo  
 Station 0+00 to Station 71+12 Tr  
 Type of Pavement Stabilized Width of Graded Section 10', 14'; 50' & variable-right of way Cti  
 Condition at time of Inspection July 17, 19 87

Surface - Add stabilization material  
 Shoulders  
 Drainage - Replace pipes  
 Bridges - Concrete box culvert at Segment 0030/Offset 1146 will be under township control  
 Miscellaneous - Clean brush  
 Number of Department Owned Signs to be Removed - All signs on this route will remain in place.

Work required to place road in Acceptable Condition The Pennsylvania Department of Transportation will pay Covington Township the sum of \$19,000 to put route into an acceptable condition:

1. Approximately 1,565 tons of 2RC gravel	12,520
2. Replace 40' of 15" pipe and add 32' of 15" pipe	1,800
3. Cutting and trimming of brush to improve sight distance	1,980
4. Clean parallel and outlet ditches	1,900
5. Repair concrete box culvert at Segment 0030/ Offset 1146	800
Total	\$19,000

NOTE: WORK WILL BE DONE BY DECEMBER 31, 1989.

It is agreed that the completion of the work listed above will place this road in Acceptable Condition.

(Use reverse side if necessary)

District Engineer

For Local Authorities

The work listed above has been completed and the road is in Acceptable Condition.

Date

# 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, 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; layoff 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, 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 pro-

gram 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 permit access to its books, records, and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, 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 or the Bureau of Affirmative Action.

8. Contractor shall actively recruit minority 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.

3-3-88

DATE

Covington Township  
BY Annette Hugney, Secretary

"B"

EXHIBIT

RESOLUTION NO.

87-3

WHEREAS, the Department of Transportation and this municipality have agreed to transfer from State to municipal control the portion of L.R. 17107(S.R. 1016) from Station 0+00 to Station 43+19 (L.R. or other Rt. No.) Segment 0010/Offset 0000 to Segment 0020/Offset 1747 a distance of 0.8180 mile, in accordance with 75 PA C.S., Chapter 92 and the attached agreement,

NOW, THEREFORE, it is resolved by the Covington Township Board of Supervisors (name of governing body) that Richard A. Samuels (name of authorized officer) is authorized to execute this agreement on behalf of this municipality.

The effective date of transfer of the above portion of highway shall be September 30, 1988.

ATTEST:

Annette Luey  
TITLE Secretary

Covington Township  
(name of municipality)

BY: Richard A. Samuels  
TITLE Chairman

I certify that the foregoing is a true and correct copy of the Resolution adopted at a meeting of the Covington Township Board of Supervisors (name of governing body)

held on Thursday

DATE: August 6, 1987

Annette Luey  
TITLE Secretary

REMARKS: The Pennsylvania Department of Transportation will do the necessary improvements as per the attached Form M-4226.

RESOLUTION NO.

87-2

WHEREAS, the Department of Transportation and this municipality have agreed to transfer from State to municipal control the portion of L.R. 865 (S.R. 1016) from Station 0+00 to Station 71+12 (L.R. or other Rt. No.) Segment 0030/Offset 0000 to Segment 0060/Offset 0000 a distance of 1.3470 miles, in accordance with 75 PA C.S., Chapter 92 and the attached agreement,

NOW, THEREFORE, it is resolved by the Covington Township Board of Supervisors (name of governing body) that Richard A. Smula (name of authorized officer) is authorized to execute this agreement on behalf of this municipality.

The effective date of transfer of the above portion of highway shall be September 30, 1988.

ATTEST:

Annette Hugney  
TITLE Secretary

Covington Township Board of Supervisors  
(name of municipality)

BY: Richard A. Smula  
TITLE Chairman

I certify that the foregoing is a true and correct copy of the Resolution adopted at a meeting of the Covington Township (name of governing body) held on Thursday

DATE: August 6, 1987

Annette Hugney  
TITLE Secretary

REMARKS: The Pennsylvania Department of Transportation will pay Covington Township the sum of \$19,000.00 to do the necessary improvements as per the attached Form M-4226. Concrete box culvert at Segment 0030/Offset 1146 will be under township control.

88-4-Road

RECEIVED  
PA. DEPT. OF TRANSPORTATION  
APR. 1 - 1988  
MUNICIPAL SERVICES  
HARRISBURG, PA

FILED  
APR 19 1988  
M - 8:30 AM  
RAY WITHROW  
Prothonotary  
20<sup>00</sup>  
B. 11ed  
12 P.