

01-48-CD  
COMMONWEALTH OF PENNSYLVANIA -vs- GULICH TOWNSHIP

01-48-CD  
Clearfield COUNTY

RESOLUTION NO. 7-1-99

WHEREAS, the Department of Transportation and this Municipality have agreed to transfer from state to municipal control the portion of

S.R. 2004 From segment 10 offset 0000  
(state route) To segment 40 offset 2086

A distance of 1.8233 miles, in accordance with 75 Pa C.S., Chapter 92 and subject to completion by the Department of the rehabilitative work enumerated on the attached Form M-4226, which the Department and the municipality agree would put the highway in acceptable condition, and

Additional Mileage Information:

LR 17139 from station 0+00 to station 96+23  
A distance of 9.627 feet or 1.8233 miles.

Actual field measured footage: 9624 (in feet).

Actual field measured mileage: 1.8228 (in miles).

Signature: *Ray A. Mitchell*

WHEREAS, the Department and the municipality have agreed that annual maintenance payments under 67 Pa C.S., Section 9511(g) shall be paid to the municipality, beginning April 1, 2002, the approximate amount of payment will be based on the \$2,500 per lineal mile payable under the provisions of the Department's Transfer Program.

NOW THEREFORE, it is resolved by the Gulich Township Board of Supervisors  
(name of governing body)

that *Alex E. Solan* is authorized to execute this agreement on behalf of the municipality.  
(name of authorized officer) Chairman Alex E. Solan

The effective date of transfer of the above portion of highway shall be on or before December 31, 2000.

ATTEST: *Linda J. Pajonk*  
Secretary Linda J. PAJONK

Gulich Township  
(name of municipality)  
BY: *Alex E. Solan*  
Chairman Alex E. Solan

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

Held on: July 1, 1999  
Date: July 1, 1999

*Linda J. Pajonk*  
Secretary  
Linda J. PAJONK

REMARKS:

Source documentation for cost estimation: Bid Analysis Management System

FILED

JAN 10 2001

Exhibit "D"

Page 1 of 1

William A. Shaw  
Prothonotary

## **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.

## CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

2. The contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.

3. The contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.

5. The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the contractor's compliance with the terms of this or any other agreement between the contractor and the Commonwealth, which results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The contractor shall not be responsible for investigative costs for investigations that do not result in the contractor's suspension or debarment.

6. The contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

FILED

JAN 10 2001

William A. Shaw  
Prothonotary

910-251-2444  
J. A. Shaw

PD 525.06

J. A. Shaw

01-48-CD

640/CAM/tgr

F.I.D. #25-1313877

August 2, 1999

TRANSFER

AGREEMENT NO. 020199

THIS AGREEMENT, made and entered into this 21 day of September, 1999, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter called the COMMONWEALTH,

a n d

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

WHEREAS, the parties desire to transfer jurisdiction of the State Route 2004 (Legislative Route 17139) shown in Exhibit "D", which is attached to and made a part of this Agreement, and have set forth their respective obligations to accomplish this objective;

and,

**FILED**

JAN 10 2001

William A. Shaw  
Prothonotary

**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 conditions:**

**1. The COMMONWEALTH shall, by contract or with its own forces, perform the work on the said State Route 2004 (Legislative Route 17139) set forth in Exhibit "A", which is attached to and made a part of this Agreement. All work shall be completed by December 31, 2000.**

**2. The COMMONWEALTH agrees to comply with the provisions of the Nondiscrimination/Sexual Harassment Clause and the Contractor Integrity Provisions which are attached as Exhibits "B" and "C" and made a part of this Agreement.**

**3. Transfer of jurisdiction of the herein named state highway shall be in accordance with 75 Pa. CS Chapter 92, effective July 22, 1983. Full execution and approval of this Agreement by both parties shall be deemed to satisfy the requirements of Act 1983-32 and the date of transfer of jurisdiction shall be December 31, 2000. IT IS UNDERSTOOD THAT THE MUNICIPALITY WILL NOT BE ELIGIBLE FOR ITS FIRST \$2,500.00 PER MILE PAYMENT UNTIL April 1, 2002. A copy of the MUNICIPALITY'S Resolution authorizing transfer is attached as Exhibit "D" and made a part of this Agreement.**

**4. Upon transfer of the State Highway(s) herein specified, the MUNICIPALITY shall have jurisdiction of the said highway(s) and bridge(s) in perpetuity. 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 cleaning on any EXCLUDED BRIDGE STRUCTURES as designated by Segment and Offset Numbers in Exhibit "D", on the above-noted state highway(s), even if those structures remain under the jurisdiction of the COMMONWEALTH, and for reporting missing, damaged and deteriorated bridge signs on any such EXCLUDED BRIDGE**

**STRUCTURES (to the County Maintenance Manager or staff). 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 structure and/or attached guiderail. If the MUNICIPALITY desires to resurface excluded structures, or to mark the centerline of an excluded structure, written approval must be obtained from the District Engineer prior to the start of work.**

**5. The COMMONWEALTH shall 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 and it shall furnish the COMMONWEALTH with proof that the transfer has been recorded in the appropriate office of the county courthouse.**

**6. The MUNICIPALITY agrees that the COMMONWEALTH may offset the amount of any state tax or COMMONWEALTH liability of the MUNICIPALITY or its affiliates and subsidiaries that is owed to the COMMONWEALTH against any payments due the MUNICIPALITY under this or any other contract with the COMMONWEALTH.**

**7. The MUNICIPALITY agrees to comply with the Provisions Concerning the Americans with Disabilities Act, attached hereto as Exhibit "E" and made part hereof.**

**8. The MUNICIPALITY agrees to comply with the Contractor Responsibility Provisions, attached as Exhibit "F" and made part of this Agreement.**



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

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

ATTEST:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title  
(SEAL)

[Signature] 8/3/99  
Signature Date

BUREAU DIRECTOR, MUNICIPAL SERVICES  
Title

TOWNSHIP OF GULICH  
(Name of Municipality)

ATTEST:

[Signature] 7-13-99  
Signature Date  
Secretary Title  
(SEAL)

[Signature] 7-13-99  
Signature Date  
Supervisor Chairman Title  
Supervisor / Chairman

PRELIMINARY APPROVAL:

\_\_\_\_\_  
Signature Date

ASSISTANT COUNSEL  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

RECORDED NUMBER: 00099  
Certified Funds Available Under Activity Program:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

SYMBOL: \_\_\_\_\_  
AMOUNT: \_\_\_\_\_

[Signature] 9/21/99  
Signature Date

ASSISTANT COMPTROLLER Title

APPROVED AS TO LEGALITY AND FORM:

[Signature] 9/7/99  
Signature Date

CHIEF COUNSEL  
Title

"Contract No. 020199, is split N/A, expenditure amount of N/A for federal funds and N/A 100% amount of Dept. Force 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."

020199 \$131,000.00



Route SR 2004 (LR 17139) Clearfield County Gulich ~~XXX~~  
~~Twp.~~  
~~City~~  
 Segment/Offset 0010/0000 To Segment/Offset 0040/2086 9627 feet=1.8233 miles  
 Type of Pavement Bituminous Width of Paved ~~XXXXXX~~ Section 14', 16'  
 Condition at time of Inspection June 2 19 99  
 Right of Way 33 Feet, 60 Feet

Surface - Need widened & resurfaced.

Shoulders - Add material.

Drainage - Replace pipes, add inlets.

Bridges - N/A

Miscellaneous - Clean ditches, cut trees.

Number of Department Owned Signs to be Removed - All signs on this route including the 10 ton weight will remain in place except that the SR signs will be removed prior to transfer of route.

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

1. Widening existing roadway to obtain a 18 foot roadway on the entire route with 4" of Bituminous Concrete Base Course for 9,627 feet length, 942 Tons of Bituminous Concrete Base Course @ 25.00 /Ton and 475 Cubic Yards of Class I @ 15.00 /Cubic Yard. \$ 30,675.00
2. Bituminous Wearing Course (approximately 2" depth), on the entire route for 9,627 feet length and 18 foot roadway, approximately 2,118 Tons @ 35.00 /Ton. \$ 74,130.00
3. Bituminous Binder Course at select locations, for approximately 1,000 feet length approximately 220 Tons @ \$38.00/Ton. \$ 8,360.00
4. Base repair at select locations, approximately 100 Tons @ 48.35 /Ton. \$ 4,835.00
5. Add material to shoulders (2' left and right), approximately 650 Tons @ \$20.00/Ton. \$ 13,000.00
6. Prime coat of stabilized shoulders, (2' left and right), approximately 1,284 Gallons @ \$2.00/Gallon. \$ 2,568.00
7. Add delineator posts at all pipe locations. \$ 500.00
8. Replace or add signs where needed on the entire route. \$ 2,000.40
9. Correct driveway approaches either by adding stabilization material, amiesite or replacing driveway pipes. \$ 3,450.00

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

Jerome Latala  
 District Engineer

Alex E. Solan Chairman Alex E. Solan  
Michael Rusnak Vice-Chairman Michael Rusnak  
R.J. McQuisten Supervisor Robert J. McQuisten  
 For Local Authorities

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

Date



Route SR 2004 (LR 17139) Clearfield County Gulich ~~Barb.~~  
~~Twp.~~  
~~City~~  
 Segment/Offset 0010/0000 To Segment/Offset 0040/2086 9627 feet = 1.8233 miles  
 Type of Pavement Bituminous Width of Paved ~~or Graded~~ Section 14', 16'  
 Condition at time of Inspection June 2 19 99  
 Right of Way 33 Feet, 60 Feet

Surface - Need widened & resurfaced.

Shoulders - Add material.

Drainage - Replace pipes, add inlets.

Bridges - N/A

Miscellaneous - Clean ditches, cut trees.

Number of Department Owned Signs to be Removed - All signs on this route including the 10 ton weight will remain in place except that the SR signs will be removed prior to transfer of route.

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

- |  |             |
|--|-------------|
| 10. Cleaning of parallel ditches at the following locations:<br>Segment 10/offset 0000 to Segment 20/offset 2067 left side,<br>Segment 30/offset 600 to Segment 30/offset 2171 left side,<br>Segment 40/offset 687 to Segment 40/offset 2016 left side,<br>Segment 30/offset 600 to Segment 40/offset 2086 right side. | \$ 6,200.00 |
| 11. Clean outlet ditches at the following locations: Segment 10/<br>offset 0081, Segment 10/offset 2668.   | \$ 1,215.12 |
| 12. Flush pipe at Segment 10/offset 0081 near the intersection of<br>S.R. 253.   | \$ 1,000.00 |
| 13. Painting of double yellow centerline on the entire route, 9,627<br>Linear Feet @ 2 Lines @ 0.12/LF.  | \$ 2,310.48 |
| 14. Replace existing cross pipes at 2 locations: Segment 10/offset<br>0467 and Segment 20/offset 0660 with approximately 78 Feet of<br>18" corrugated plastic pipe with smooth liner @ 30.00/LF.   | \$ 2,340.00 |
| 15. Add inlets at 6 existing pipe locations @ 1,500.00 Each.   | \$ 9,000.00 |
| 16. Add end section at existing pipe location at Segment 20/offset<br>1218 left side.  | \$ 200.00   |

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

\_\_\_\_\_  
 District Engineer

\_\_\_\_\_  
 For Local Authorities

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

\_\_\_\_\_  
 Date



Route SR 2004 (LR 17139) Clearfield County Gulich ~~Box~~  
~~Twp.~~  
~~ERY~~  
 Segment/Offset 0010/0000 To Segment/Offset 0040/2086 9627 feet = 1.8233 miles  
 Type of Pavement Bituminous Width of Paved or Graded Section 14', 16'  
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 Right of Way 33 Feet, 60 Feet

Surface - Need widened & resurfaced.

Shoulders - Add material.

Drainage - Replace pipes, add inlets.

Bridges - N/A

Miscellaneous - Clean ditches, cut trees.

Number of Department Owned Signs to be Removed - All signs on this route including the 10 ton weight will remain in place except that the SR signs will be removed prior to transfer of route.

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

- |   |             |
|---|-------------|
| 17. Cutting and trimming of tree limbs and trees on the entire route, approximately 80 hours @ 102.00/hour. | \$ 8,160.00 |
| 18. Utility poles will need relocated since they will be too close to the newly widened roadway.            | \$ 8,856.00 |
| 19. Utility line in Segment 10 is too low and needs raised.   | \$ 1,200.00 |

Total \$180,000.00

Items 1 thru 5 - 131,000 of Turnback Funds(617 Allotment).

Items 5 thru 19 - 49,000 of County Special Funds (716 Allotment) for a total of 180,000.00 for this project.

NOTE: All Department Force work will be done by December 31, 2000.

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

\_\_\_\_\_  
District Engineer

\_\_\_\_\_  
For Local Authorities

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

\_\_\_\_\_  
Date

## NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

Each contract entered into by a governmental agency shall contain the following provisions by which the contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
6. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File.

## **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 employee 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 contract.

c. Contractor, means the individual or entity that has entered into this contract with the Commonwealth, including directors, officers, partners, managers, key employees, 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, employee, 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 contract 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 contract.

4. The contractor shall not, in connection with this or any other contract 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 employee of the Commonwealth.

5. The contractor shall not, in connection with this or any other contract 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 employee 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 contract 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 contract 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 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 contract 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.

Exhibit "C"