

Effective Date: _____
(DEPARTMENT will insert)

AGREEMENT NO. A61058
FEDERAL ID NO. 25-1157816

AGILITY AGREEMENT
(Attachments A and B)

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: Warren County School District Federal ID No.: 25-1157816
City: Warren County: Warren

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. Attachment B, which lists the services that may be performed by the parties, is 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 the upper left hand corner, 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. A61058

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
for Secretary of Transportation Date:
Terrance C. Keefer, County Manager

Warren County School District

(Name of Partner)

ATTEST:

Title: Board Secretary Date: 06/12/06

BY _____
Title: Dir. Bldg & Grounds Date: 06/12/06

FOR COMMONWEALTH USE ONLY:

APPROVED AS TO LEGALITY AND FORM:

BY _____
for Chief Counsel Date:

FUNDS COMMITMENT DOC. NO.: _____
Certified Funds Available Under
GL ACCOUNT: _____
Amount \$: _____ N/A

BY _____
for Comptroller Date:

**AGILITY AGREEMENT
TERMS AND CONDITIONS
Attachment A**

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, 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. 213, *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. 213, *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.

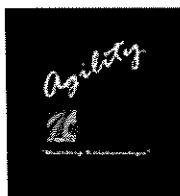
3. The DEPARTMENT and the PARTNER(s) agree, acknowledge and understand that each party undertakes its responsibilities independently and that its employees or lessors shall not be considered employees of the other party for purposes of undertaking activities under this Agreement. The DEPARTMENT shall not be liable, nor shall it indemnify, defend, or save harmless the PARTNER(s) for the negligent acts of the DEPARTMENT's employees 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 or lessors during the undertaking of, or resulting from the undertaking of, activities under this Agreement.
4. Activities undertaken by any party under this Agreement on another party's roadways or other property 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. The parties are not 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.
 - *Provisions 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.



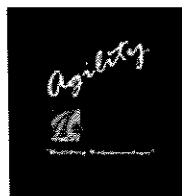
Agility Services – Attachment B

SERVICE
Roads - Unpaved
Shaping
Re - stabilization
Dust Palliative - Bituminous/Calcium Chloride/Other
Dust Palliative - Spot
Patch/Base Repair
Roads – Paved
Patching - Manual
Patching - Manual (Emergency)
Patching - Manual - Pipe Trenches
Patching - Layered - Including Patch Machine
Patching - Mechanical - Tow Paver
Patching - Mechanical Mixer Paver
Patching - Mechanical - Paver Finisher
Patching - Edge - Mechanical
Surface Treatment - Mixer Paver
Surface Treatment - Mixer Paver - Pre Hauling
Surface Treatment - Liquid Bituminous - Mechanical
Surface Treatment - Sand Bleeding Roads
Surface Treatment - Liquid Bituminous - Prehauling
Surface Treatment - Plant Mix - Paver Finisher
Base/Subbase Repair - Flex. Base - Light Duty
Base/Subbase Repair - Flex. Base - Heavy Duty
Base/Subbase Repair - Rigid Base
Base/Subbase Repair - Widener
Skin Patching - Liquid Bituminous - Manual
Skin Patching - Liquid Bituminous - Mechanical
Skin Patching - Liquid Bituminous - Manual Distribution & Spray Wand
Skin Patching - Prehauling
Crack Sealing - Bituminous Surface
Leveling - Tow Pav/Pav Finish - Mechanical
Leveling - Mixer Paver - Mechanical
Leveling - Mixer Paver - Prehauling
Milling - Bituminous Surfaces
Spot Milling Only
Recycling – Bituminous Surfaces
Slurry Seal and Ralumac



Agility Services – Attachment B

SERVICE
Roads – Paved (Continued)
Surface Treatment - Plant Mix – Paver, 1 1/2
Surface Treatment - Plant Mix – ID 3
Pavement Widening BCBC - Mechanical
Pavement Widening Recycled Material - Mechanical
Concrete Patching - Full Depth
Concrete Patching - Spalls
Joint Sealing Concrete Roads
Joint Sealing Concrete Roads - Pavement/Shoulders Separation
Stockpile Aggregate
Minor Risk Management/Safety
Shoulders – Unpaved and Side Approaches
Grading - Mechanical
Stabilization - Add Material - Mechanical
Stabilization - Prehauling
Dust Pallative Bituminous or Calcium Chloride
Cutting - Belt Loader
Cutting - Front End Loader
Upgrading - Paving Mechanical
Stabilization - Add Material - Manual
Shoulder – Paved and Side Approaches
Patching - Manual
Patching - Mechanical - Plant Mix
Surface Treatment - Plant Mix
Surface Treatment - Mechanical - Liquid Bituminous
Surface Treatment - Liquid Bituminous - Prehauling
Driveway Adjustment
Base/Subbase Repair - Light Duty
Base/Subbase Repair - Heavy Duty
Skin Patching - Manual - Liquid Bituminous
Skin Patching - Mechanical - Liquid Bituminous
Skin Patching - Mechanical - Liquid Bituminous Distribution & Spray Wand
Skin Patching - Prehauling
Crack Sealing
Milling
Recycling



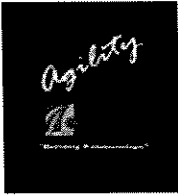
Agility Services – Attachment B

SERVICE
Drainage, Cleaning, Repair or Replacement
Cleaning - Inlet/Endwall/Basin - Manual/Mechanical
Cleaning - Inlet - Clogged
Cleaning - Ditch/Drain Chan - Mechanical
Cleaning - Ditch/Drain Chan - Manual
Cleaning - Swales - Mechanical
Cleaning Pipes & Culverts
Install Rock Lining
Replace Inlet & Endwall - Manual
Replace Pipes and Culverts under 36" - Mechanical
Replace Pipes and Culvert 36" over - Mechanical
Replace/Install Parallel Pipe
Pipe Extension
Replace Pipes and Culverts - Pipe Hauling
Repair/Replace Structure under 8' Length
Repair Pipe and Culvert
Install Subsurface Drain (U-Drain)
Roadway Section Restoration
Side Dozing - Mechanical
Repair/Install Gabions/Retaining Walls
Repair Sink Holes/Slides - No Storms - Slope Removal
Graffiti Removal
Damage and/or Disaster Restoration
Major Slides
Major Structure Damage
Patrol
Rain or Wind Patrol
Maintenance and Repair
Repair/Replace - Bridge over 8' Length
Clean/Flush - Deck
Clean/Flush - Bearing and Super Structure
Clean/Flush - Open Grid
Painting - Spot
Painting - Full



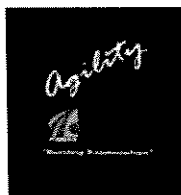
Agility Services – Attachment B

SERVICE
Bridge, Maintenance and Repair (continued)
Seal - Joint (Liquid Only)
Repair Joints
Repair/Replace - Guiderail/Median Barrier/Parapet
Lubricate - Bearings
Repair/Replace - Bearings
Repair/Replace - Pedestal/Seat
Repair/Replace - Approach Slabs
Repair/Replace - Deck
Repair/Replace - Sidewalk/Curb
Repair/Replace - Deck Drainage
Repair/Replace Superstructure Member
Repair/Replace - Truss Member
Repair/Replace - Backwalls
Repair/Replace - Substructure
Maintenance - Underpinning
Maintenance - Rejointing
Repair/Replace - Slopewalls
Repair/Replace - Culverts
Erosion Protection - Stream Bed/Rock/Defl
Erosion Protection - Scour Hole Backfull
Erosion Protection - Channel Cleaning
Const/Install - Temporary Supports
Repair/Replace - Slabs/Box Culvert
Other - Bridge Activities
Tunnel Maintenance & Repair
Wash/Clean - Various
Traffic Service - Various
Light System Service - Various
Electro - Mechanical Equipment Maintenance
Other - Tunnel Activities
Special Charges
Hauling Nondisabled Equipment-Lowboy Oper, Only



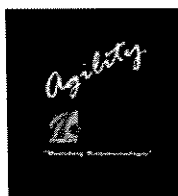
Agility Services – Attachment B

AGILITY WINTER TRAFFIC SERVICE
Snow Season Preparation, Snow Removal & Ice Control
Plow Snow, Spread Anti-Skid, Chemical or Plow/Spread
Anti-icing
Snow removal - Non-storm activities
Winter Services
Pavement Marking
Traffic Line Painting - Mechanized
Pavement Marking - Hand Operated Machine
Raised Pavement Markers
Eradicate Paint Lines
Thermo Plastics
Repair paint machines - Crew only
Other - Pavement Marking Activities
Signs
Construction Detour & Other Temporary Signs
Delineators, Hazard
Sign Review
Permanent Signs under 16 Square Feet
Permanent Signs 16 Square Feet and over
SR & Segment Markers
Other - Sign Activities
Guiderail, Median Barrier and Impact Attenuation Devices
Guiderail Repair - Mechanical - Cable
Guiderail Repair - Mechanical - w/beam
Guiderail Repair/Replace - Manual
Guiderail Removal
Other - Guiderail, Median Barrier & Impact Attenuation Device
Lighting
Service - Highway, Bridge & Sign Lighting Systems
Traffic Services – Incidental Services
Sweeping
Other - Incidental Service Activities
Deer Removal



Agility Services - Attachment B

SERVICE
Special Payments
In-Service Training
Condemnations
Administration
Meeting Facilities
Inspection – Surveys – Etc. – Dept. Forces
Material & Construction Inspection & Soils Testing
Surveys, Staking, etc.
Laboratory Tests
Agility Roadside
Vegetation Management
Mowing
Mowing - Mechanized
Plant Growth Reg (PGR's)
Herb Application - Non-select
Herb Application - Broadcast Foliage
Broadcast Growth Regulator (Fosamine)
Brush & Select Tree Thin & Removal - Manual
Brush & Select Tree Thin & Removal – Mechanical 1
Herbicide Basal Bark & Dormant Stem
Seed & Soil Supplement
Wildflower Planting
Maintaining Beautification Plots
Other Vegetation Management & Scenic Feature Act.
Public Service Facilities
Maintenance of Interstate all Weather Roadside Rest
Maintenance of all Other Roadside Rests & Table Sites
Roadside Litter Pickup & Debris Removal
Tire Casting Removal
Other - Public Service Facility Activities



Agility Services – Attachment B

SERVICE
Maintenance and Operations of Buildings and Grounds
Maintenance of Building
Maintenance of Grounds
Repair or Alterations to Building
Repair or Alterations to Grounds
Agility Special Charges
General Maintenance
Services on Bonded Roads
Inspect Bonded Roads
Exchange Equipment
Exchange Materials
Engineering Services
Inspection Services
Agility Equipment Maintenance
Service of Numbered Equipment
Labor, Equipment & Material for Dispersion of Fuel, Oil, Etc.
Homeland Security and Emergency Preparedness
Homeland Security
Design Services
Engineering Graphics
Other Costs
Construction Congestion
Minor Construction or Reconstruction
Installation of Curbs
Intersection Safety and Improvement

[illegible]

RESOLUTION

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

of the Warren County School District , Warren
(Name of Partner) (County)

County, and it is hereby resolved by authority of the same, that the Director Building & Grounds
(Designate official title)

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

ATTEST:

Warren County School District
(Name of Partner)

Ruth A. Huck, Board Secretary

By: Jacqueline L. Nuttall, President

I, Jacqueline L. Nuttall , President of the
(Name) (Official Title)

Warren County School District , do
(Name of governing body and Partner)

herby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular

meeting of the Board of Directors held

(Name of governing body)

the 12th of June 20 06 .

Date: June 12th, 2006

Jacqueline L. Nuttall, President