



March 13, 2012

Nancy Conner
Borough Secretary
Tullytown Borough
500 Main Street
Tullytown, PA 19007
Attn: Ed Armstrong – Borough Council Member

RE: S.R. 0013, Section M04
Bristol Pike Reconstruction: PA 413 to Levittown Parkway
Maintenance Agreements

Dear Ms. Conner:

The PA Department of Transportation sent maintenance agreements which are necessary for S.R. 0013, Section M04, Bristol Pike Reconstruction, to Mayor David Cutchineal on February 22, 2012. These agreements were sent to the Mayor due to the current temporary absence of a Borough Manager. At the Bucks County Redevelopment Authority meeting held on March 9th, Ed Armstrong, who was representing the Borough, asked that I send a copy of the necessary agreements to his attention. The following items are attached to this letter:

- Previous transmittal letter with instructions for signing the agreements
- Traffic Signal Maintenance Agreement for S.R. 0013 Section M04
- Sidewalk Maintenance Agreement for S.R. 0013 Section M04
- Landscaping Maintenance Agreement for S.R. 0013 Section M04
- 11"x17" color coded plans showing the sidewalk and landscaped areas within Tullytown Borough

If you have any questions or require any additional assistance, please feel free to contact me at 610-205-6831.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Holva".

Michael D. Holva, P.E.
Project Manager

cc: C. Carmichael – URS
file



February 22, 2012

J. David Cutchineal
Mayor
Tullytown Borough
500 Main Street
Tullytown, PA 19007

RE: S.R. 0013, Section M04
Bristol Pike Reconstruction: PA 413 to Levittown Parkway
Maintenance Agreements

Dear Mayor Cutchineal:

The PA Department of Transportation is currently completing final design activities for a project which will rehabilitate approximately 4.3 miles of US Route 13 (Bristol Pike) between PA Route 413 (New Rodgers Road) and Levittown Parkway in Bristol Township, Bristol Borough and Tullytown Borough, Bucks County. This project includes the replacement and modernization of two traffic signals, the construction of new sidewalks and landscaping in the proposed median within Tullytown Borough. The traffic signal reconstruction is proposed to accommodate the new lane configuration and to improve traffic operations. The sidewalks and landscaping were incorporated into the project based on the recommendations of the *US 13 Revitalization Plan* prepared by the Bucks County Planning Commission and the Bucks County TMA.

The Department requires maintenance agreements from the Municipality prior to constructing traffic signals, sidewalks and landscaping as part of our projects. The following items are attached to this letter:

- Traffic Signal Maintenance Agreement for S.R. 0013 Section M04
- Sidewalk Maintenance Agreement for S.R. 0013 Section M04
- Landscaping Maintenance Agreement for S.R. 0013 Section M04
- 11"x17" color coded plans showing the sidewalk and landscaped areas within Tullytown Borough

The traffic signal plans were previously sent to the Borough for review and comment. If there are any comments or items that the Borough would like incorporated into these signal plans please forward them to our District office.

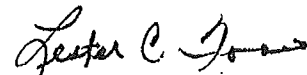
The grass median areas shown on the color coded plans would be mowed by PennDOT Bucks County Maintenance forces in accordance with PennDOT's normal mowing cycle. Please note that the Borough will have the opportunity to enter into a maintenance agreement post-construction with the Department to mow these areas at a more frequent rate if desired. Under

such agreement, the Department would pay the Borough on a quarterly basis at the current unit price per acre per mow.

The Borough must pass resolutions granting signature authority before the attached agreements may be signed. If acceptable, please have the Borough through resolutions designate a signature authority and a person to attest for the Borough by names or titles for each agreement. The resolutions must also bear the crimped seal of the Borough. Please have the authorized individuals identified in the resolutions, sign and date the attached agreements and return them along with the resolutions to our District Office for execution. Also, please note that all signatures on the agreements must be dated, crimped and original, in blue or black ink. Do not insert an effective date on the first page of the agreements. The effective date will be inserted upon execution by the Department.

If you have any questions or require any additional assistance, please feel free to contact the Department's Project Manager, Mr. Michael Holva, at 610-205-6831.

Sincerely,



Lester C. Toaso
District Executive

cc: M. Holva – District 6-0
C. Carmichael – URS
file

County: Bucks Agreement #: 161179
 Project Short Title: Bristol Pike: PA 413 – Levittown MPMS #: 47392
 Project (SR & Sec): SR 0013 Section M04 Federal Aid ID #: 23-6005389

SIDEWALK MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of _____, 20____, between the Commonwealth of Pennsylvania, acting through the Department of Transportation, herein called PENNDOT,

and

Tullytown Borough, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter called the MUNICIPALITY.

WITNESSETH:

WHEREAS, the need for sidewalk at the following location(s) has been determined appropriate:

<i>County</i>	<i>State Road</i>	<i>Beginning Segment/Offset</i>	<i>Ending Segment/Offset</i>
Bucks	0013 NB	Segment 0250 Offset 0827	Segment 0250 Offset 1027
Bucks	0013 SB	Segment 0251 Offset 0270	Segment 0251 Offset 0977
Bucks	0013 NB	Segment 0250 Offset 2063	Segment 0260 Offset 0100
Bucks	0013 SB	Segment 0251 Offset 2063	Segment 0261 Offset 0100

WHEREAS, the cost of constructing sidewalk at these locations is being partially or totally funded with state and/or federal funds; and,

WHEREAS, sidewalk is being installed to serve pedestrian traffic; and,

WHEREAS, the MUNICIPALITY has agreed, upon completion of the sidewalk construction, to assume year-round responsibility for maintenance of said sidewalk.

NOW, THEREFORE, in consideration of the premises, the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the parties hereto agree as follows:

1. PENNDOT will, with its own forces or by contract, construct various improvements along state route 0013 (Bristol Pike) and install sidewalk in accordance with the plans prepared by PENNDOT, which are incorporated herein by reference as though physically attached.
2. Upon completion of said Project by PENNDOT or its contractor(s), PENNDOT will send to the MUNICIPALITY a written notice of completion.
3. Upon receipt of the notice, required by Paragraph 2 above, the MUNICIPALITY shall, at its sole cost and expense, be responsible for the year-round maintenance and repair of the sidewalk, which includes, without limitation, clearing and removal of snow and ice and application of anti-skid or de-icing materials.
4. PENNDOT shall have the right, at any given time, to terminate this Agreement by giving the MUNICIPALITY thirty (30) days' written notice. In the event of such termination, the MUNICIPALITY's responsibilities under this Agreement, except those of liability, whether financial, in tort or otherwise, shall terminate.
5. The MUNICIPALITY shall indemnify, save harmless, and defend (if requested) PENNDOT, its officers, agents, and employees from all suits, actions, or claims of any character, name, or description brought for on account of any injuries to or damages received or sustained by any person, persons or property by or from the MUNICIPALITY, its contractors, their officers, agents and employees as a result of the obligations assumed by the MUNICIPALITY under this Agreement.
6. If the MUNICIPALITY shall fail to perform to perform any of the terms, conditions, and provisions of this Agreement, the MUNICIPALITY authorizes PENNDOT to withhold so much of the MUNICIPALITY's Liquid Fuels Tax Fund Allocation as may be needed to complete any necessary work and to reimburse PENNDOT in full for all costs due thereof, and does hereby and herewith authorize PENNDOT to withhold such amount and to apply such funds, or portion thereof, to remedy the default.
7. In the event that PENNDOT determines that certain repair, maintenance, or other required action is necessary with respect to the sidewalk, PENNDOT shall notify the MUNICIPALITY in writing. The MUNICIPALITY shall begin necessary work within five (5) days of receipt of PENNDOT's notice. In the event that the MUNICIPALITY fails to commence necessary work within said five- (5-) day period or fails to prosecute said work diligently to completion, PENNDOT may perform said repair, maintenance, or other necessary action at the MUNICIPALITY's sole cost and expense. Failure by the MUNICIPALITY to pay PENNDOT within forty-five (45) days of receipt of an invoice for work performed by PENNDOT shall constitute a default for purposes of Paragraph 6 of this Agreement.

8. RESOLUTIONS AND ORDINANCES

The MUNICIPALITY shall enact and/or adopt such ordinances and/or resolutions as may be necessary to effect the purposes of this Agreement.

9. NONDISCRIMINATION/SEXUAL HARRASSMENT CLAUSE

The MUNICIPALITY shall comply with the current version of the Commonwealth of Pennsylvania's Nondiscrimination/Sexual Harassment Clause, which is incorporated into this Agreement by reference as though physically attached.

10. CONTRACTOR INTEGRITY PROVISIONS

The MUNICIPALITY shall comply with the current version of the Commonwealth of Pennsylvania's Contractor Integrity Provisions, which are incorporated into this Agreement by reference as though physically attached.

11. AMERICANS WITH DISABILITIES ACT PROVISIONS

The MUNICIPALITY shall comply with the current version of the Commonwealth of Pennsylvania's Provisions Concerning the Americans with Disabilities Act, which are incorporated into this Agreement by reference as though physically attached.

12. RIGHT-TO-KNOW LAW

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "A" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.

13. NOTICE

Notice under this Agreement shall be (a) by personal delivery; (b) by First Class Certified United States Mail, Return Receipt Requested, postage prepaid, or (c) by overnight delivery service having positive tracking, such

as Federal Express or United Parcel Service. Notice shall be deemed given when received. The parties shall deliver notice to each other at the following addresses:

To DEPARTMENT: 7000 Geerdes Boulevard, King of Prussia, PA 19406

To MUNICIPALITY: 500 Main Street, Tullytown, PA 19007

or to such other address as either party may designate to the other in writing from time to time.

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

ATTEST

MUNICIPALITY

Title: _____ DATE _____ BY _____
Title: _____ DATE _____

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary or Designee DATE _____

APPROVED AS TO LEGALITY
AND FORM

FUNDS COMMITMENT DOCUMENT NO. _____
CERTIFIED FUNDS AVAILABLE
UNDER SAP NO. _____
SAP COST CENTER _____
GL ACCOUNT _____
AMOUNT _____

BY _____
for Chief Counsel DATE _____

BY _____
for Comptroller Operations DATE _____

BY _____
Deputy General Counsel DATE _____

BY _____
Deputy Attorney General DATE _____

Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

Revised February 1, 2010

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

Agreement No. 161178
SAP No. 139269
Federal Tax I.D. 23-6005389

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of _____, 20___, between the Commonwealth of Pennsylvania, acting through the Department of Transportation, herein called PENNDOT,

and

Tullytown Borough, Bucks County, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter called the MUNICIPALITY.

WITNESSETH:

WHEREAS, PennDOT intends to install landscaped median islands as part of the Bristol Pike Reconstruction Project (S.R. 0013, Section M04) at the following locations:

Begin Sta.	End Sta.	Begin Segment/Offset	End Segment/Offset
539+97	540+97	0250/0494	0250/0594
544+73	545+73	0250/0970	0250/1070
550+27	551+27	0250/1524	0250/1624

WHEREAS, the cost of installing landscaped median islands at these locations is being partially or totally funded with state and/or federal funds; and

WHEREAS, the MUNICIPALITY has agreed, upon completion of the Bristol Pike Reconstruction Project, to assume year-round responsibility for maintenance of the landscaped median islands.

NOW, THEREFORE, in consideration of the premises, the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the parties hereto agree as follows:

1. The PENNDOT will, with its own forces or by contract, construct various improvements along Bristol Pike (S.R. 0013) and install landscaped median islands in accordance with the plans prepared by PENNDOT, which are incorporated herein by reference as though physically attached.

2. Upon completion of said Project by PENNDOT or its contractor(s), PENNDOT will send to the MUNICIPALITY a written notice of completion.
3. Upon receipt of the notice, required by Paragraph 2 above, the MUNICIPALITY shall, at its sole cost and expense, be responsible for the year-round maintenance and repair of the landscaped median islands, which includes, without limitation, maintaining the islands in a state of good condition, generally maintaining the number and condition of the landscape plantings, and maintaining growth so that sight distance is not obstructed along the highway. If PENNDOT determines that the islands need to be maintained (including but not limited to trimming, moving, or replacing plants) in order to maintain sight distance or otherwise to address a safety hazard, the MUNICIPALITY will promptly complete the necessary work at no cost to PENNDOT.
4. The PENNDOT shall have the right, at any given time, to terminate this Agreement by giving the MUNICIPALITY thirty (30) days written notice. In the event of such termination, the MUNICIPALITY's responsibilities under this Agreement, except those of liability, whether financial, in tort or otherwise, shall terminate.
5. The MUNICIPALITY shall indemnify, save harmless, and defend (if requested) PENNDOT, its officers, agents, and employees from all suits, actions, or claims of any character, name, or description brought for on account of any injuries to or damages received or sustained by any person, persons or property by or from the MUNICIPALITY, its contractors, their officers, agents and employees as a result of the obligations assumed by the MUNICIPALITY under this Agreement.
6. If the MUNICIPALITY shall fail to perform to perform any of these items, conditions, and provisions of this Agreement, the MUNICIPALITY authorizes PENNDOT to withhold so much of the MUNICIPALITY's Liquid Fuels Tax Fund Allocation as may be needed to complete any necessary work and to reimburse the PENNDOT in full for all costs due thereof, and does hereby and herewith authorize PENNDOT to withhold such amount and to apply such funds, or portion thereof, to remedy the default.
7. In the event that PENNDOT determines that certain repair, maintenance, or other required action is necessary with respect to the landscaped median islands, PENNDOT shall notify the MUNICIPALITY in writing. The MUNICIPALITY shall begin necessary work within five (5) days of receipt of PENNDOT's notice. In the event that the MUNICIPALITY fails to commence necessary work within said five (5) day period or fails to prosecute said work diligently to completion, PENNDOT may perform said repair, maintenance, or other necessary action at the MUNICIPALITY's sole cost and expense. Failure by the

MUNICIPALITY to pay PENNDOT within forty-five (45) days of receipt of an invoice for work performed by PENNDOT shall constitute a default for purposes of Paragraph 6 of this Agreement.

8. The MUNICIPALITY shall enact and/or adopt such ordinances and/or resolutions as may be necessary to effect the purposes of this Agreement.
9. The MUNICIPALITY shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the conditions set forth in PENNDOT's Nondiscrimination/Sexual Harassment Clause, dated June 30, 1999, which are incorporated into this Agreement by reference as though physically attached.
10. The MUNICIPALITY shall comply with PENNDOT's Contractor Integrity Provisions, dated December 20, 1991, which are incorporated into this Agreement by reference as though physically attached.
11. The MUNICIPALITY shall comply with PENNDOT's Provisions Concerning the Americans with Disabilities Act, dated January 16, 2001, which are incorporated into this Agreement by reference as though physically attached.
12. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "A" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.

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

ATTEST

Tullytown Borough

Title: DATE BY _____
Title: DATE

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary or Designee DATE

APPROVED AS TO LEGALITY
AND FORM

FUNDS COMMITMENT DOCUMENT NO. _____
CERTIFIED FUNDS AVAILABLE
UNDER SAP NO. _____
SAP COST CENTER _____
GL ACCOUNT _____
AMOUNT _____

BY _____
for Chief Counsel DATE

BY _____
for Comptroller DATE

BY _____
Deputy Attorney General DATE

BY _____
Deputy General Counsel DATE

Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

Revised February 1, 2010

EXHIBIT “A”

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

Revised February 1, 2010

EXHIBIT "A"

AGREEMENT NO. 161180
FEDERAL ID NO. 23-6005389

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

MADE and entered into this _____ day of _____, 20__, by
and between the Commonwealth of Pennsylvania, Department of
Transportation, hereinafter called COMMONWEALTH,

and

Tullytown Borough, a political subdivision in the County of
Bucks, Pennsylvania, by its proper officials, hereinafter called
SUBDIVISION.

W I T N E S S E T H:

WHEREAS, the need for traffic signals at the following
location(s) has been found to be warranted:

Bristol Pike (SR 13) and Levittown Center Driveway/SR 9111

Bristol Pike (SR 13) and Levittown Parkway (SR 2051)

WHEREAS, the cost of installing traffic signals at these
locations is being partially or totally funded with state and/or
federal funds; and,

WHEREAS, traffic signal equipment is installed to serve a specific purpose through a distinct mode of operations; and,

WHEREAS, the useful life of traffic signal equipment is defined as the time from installation until it is either removed or replaced with signal equipment which better serves the need of the intersection; and,

WHEREAS, the current COMMONWEALTH and the Federal Highway Administration have established policies which mandate that all traffic signal equipment installed with state or federal funds be properly maintained and operated throughout its useful life; and,

WHEREAS, the SUBDIVISION has indicated its willingness to accept ownership of the traffic signal installation(s) listed on this Agreement.

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

1. SUBDIVISION shall, at its own expense, operate the traffic signal in accordance with the permit(s) issued by the COMMONWEALTH for the location(s) listed below:

Bristol Pike (SR 13) and Levittown Center Driveway/SR 9111

Bristol Pike (SR 13) and Levittown Parkway (SR 2051)

2. It is understood and agreed by the parties hereto that, upon final acceptance by the COMMONWEALTH, title to the traffic signal installation(s) listed above shall vest in the SUBDIVISION. In this connection, it is further understood that the SUBDIVISION shall provide preventive and response maintenance, at its own expense, for the installation(s) covered by this Agreement in accordance with the provisions of Exhibit "A" attached hereto and made part a part hereof.

3. The SUBDIVISION further agrees to prepare and retain an accurate record of the preventive and response maintenance activities performed on the installation(s) covered by this agreement. In this regard, the SUBDIVISION agrees to keep these records in accordance with the provisions of Exhibit "B" attached hereto and made part hereof and shall make such materials available at all reasonable times for inspection by the COMONWEALTH. It is further understood that the SUBDIVISION

may utilize forms other than those specified in Exhibit "B" only if first granted written permission by the COMMONWEALTH.

4. It is understood and agreed to by the parties hereto that the required preventive and response maintenance functions shall be provided in the manner indicated below:

<u>Maintenance Function</u>	<u>* Method to be Employed</u>
Preventive Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Municipal Personnel <input type="checkbox"/> Contract Services
Response Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Municipal Personnel <input type="checkbox"/> Contract Services

* Check appropriate boxes

The SUBDIVISION agrees that the provisions of Exhibit "C" attached hereto and made part hereof shall apply if either maintenance function is performed using municipal personnel. In addition, if the SUBDIVISION employs a contractor to perform either maintenance function, the SUBDIVISION agrees to submit the name and address of the contractor to the COMMONWEALTH, together with a copy of the agreement between the contractor and the SUBDIVISION. It is further understood that the use of a contractor does not relieve the SUBDIVISION of any obligations included in the terms or conditions of this Agreement.

5. The SUBDIVISION hereby certifies that it shall make available sufficient funds to provide the maintenance program described in this Agreement and its attendant exhibits.

6. It is understood that if the SUBDIVISION fails to fulfill its responsibilities as described herein, the SUBDIVISION may be disqualified from future federal- or state-aid participation on those projects for which the SUBDIVISION has traffic signal maintenance responsibility until such time as the SUBDIVISION provides the required maintenance services to bring the improvements to a level of maintenance satisfactory to the COMMONWEALTH. It is also understood and agreed that if the SUBDIVISION fails to provide the required maintenance services within thirty (30) days of the receipt of written notice from the COMMONWEALTH, the COMMONWEALTH shall have the right to perform the required maintenance services in the SUBDIVISION's stead and at the SUBDIVISION's expense. Furthermore, it is understood and agreed that performance of the maintenance services by the COMMONWEALTH in the SUBDIVISION's stead shall not relieve the SUBDIVISION of its responsibility for continued maintenance of the improvements. It is further understood and agreed that federal- and/or state-aid participation may be withheld on all future projects until the SUBDIVISION

demonstrates to the COMMONWEALTH and the Federal Highway Administration that all required maintenance and operation services are being provided by the SUBDIVISION without the necessity of the COMMONWEALTH's performing duties herein described as being the responsibility of the SUBDIVISION.

7. SAVE HARMLESS - The SUBDIVISION agrees that it will indemnify, save harmless and defend (if requested) the COMMONWEALTH, its agents, representatives and employees, from all suits, actions or claims of any character, name or description, damages, judgments, expenses, attorneys' fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the SUBDIVISION, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter.

8. The SUBDIVISION shall comply with the Commonwealth Contractor Integrity Provisions attached as Exhibit "D" and made part hereof.

9. The SUBDIVISION shall comply with the Provisions Concerning the Americans with Disabilities Act attached as Exhibit "E" and made part hereof.

10. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the SUBDIVISION shall comply with, the clause entitled Contract Provisions - Right to Know Law 8-K-1532, attached as Exhibit "F" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the SUBDIVISION.

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

ATTEST

SUBDIVISION

Title: DATE BY _____
Title: DATE

SUBDIVISION's resolution authorizing execution and attestation must accompany this Agreement. Please indicate the signers' titles and date signatures.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive DATE

APPROVED AS TO LEGALITY
AND FORM

BY _____
for Chief Counsel DATE

FUNDS COMMITMENT
DOCUMENT NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. _____
SAP COST CENTER _____
GL ACCOUNT _____
AMOUNT _____

BY _____
for Comptroller DATE

Agreement No. 161180 is split N/A%, expenditure amount of \$0, for federal funds and N/A%, expenditure amount of \$0, for state funds. The related federal assistance program name and number is N/A; N/A. The state program name and number is N/A; N/A.

Preapproved Form:
OGC NO. 18-K-392
Appv'd OAG 12/14/98

Exhibit "A"

PREVENTIVE MAINTENANCE

The SUBDIVISION or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this agreement at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

RESPONSE MAINTENANCE

The SUBDIVISION or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

RESPONSE MAINTENANCE SCHEDULE

<u>KNOCKDOWNS</u>	<u>TYPE OF REPAIR PERMITTED</u>
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
Loop	Emergency or Final
Magnetometer	Emergency or Final
Sonic	Emergency or Final
Magnetic	Emergency or Final
Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only

Exhibit "B"

RECORDKEEPING

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the SUBDIVISION is willing to prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this agreement.

The SUBDIVISION agrees to establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the SUBDIVISION or its contractor for each intersection. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

Exhibit "C"

SIGNAL MAINTENANCE ORGANIZATION

Personnel Requirements

In order to properly maintain the traffic signal equipment covered by this agreement, the SUBDIVISION agrees to provide, as minimum, the following staff throughout the useful life of the equipment.

Classification	Number
1.	
2.	
3.	
4.	
5.	

Training

In order to upgrade the ability of its present staff to properly perform the required maintenance functions, the SUBDIVISION agrees to secure the following training for the listed personnel classifications.

Classification	Training Required
1.	
2.	
3.	
4.	
5.	

Budget Requirements

The SUBDIVISION agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this agreement.

Personnel Classifications

When referred to in this agreement, the following definitions will be used to describe personnel classifications as they relate to the maintenance and operation of traffic signal equipment.

- A. Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics:
 - (a) Intersection geometry
 - (b) Traffic flow theory
 - (c) Control type (fixed time, actuated, etc.)
 - (d) Signal phasing and timing
 - (e) Signal intersection
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

- B. Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.

2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

C. Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform

June 17, 2010
(Revised March 4, 2011)

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, 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 Commonwealth official or employee.

7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
 - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with,

convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political

contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, 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 Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.

16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use 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.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
- a. “Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of 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 pre-qualification, 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 those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
 - d. “Financial interest” means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - e. “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

January 16, 2001

Exhibit "E"

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.

Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

LIMIT OF WORK

STA 319+50.00
SEG 0154 OFFSET 1813
SR 0013 SEC M04
BRISTOL TOWNSHIP
BUCKS COUNTY

START WORK

STA 325+28.00
SEG 0170 OFFSET 0141
SEG 0171 OFFSET 0141
SR 0013 SEC M04

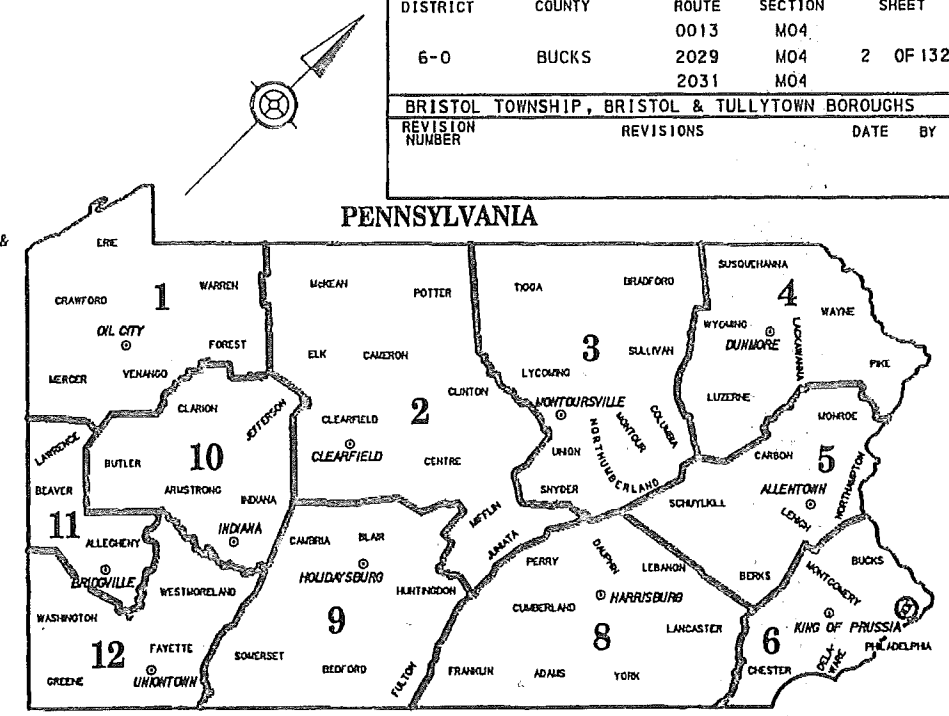
STOP WORK

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SEG 0050 OFFSET 0413
SR 0413

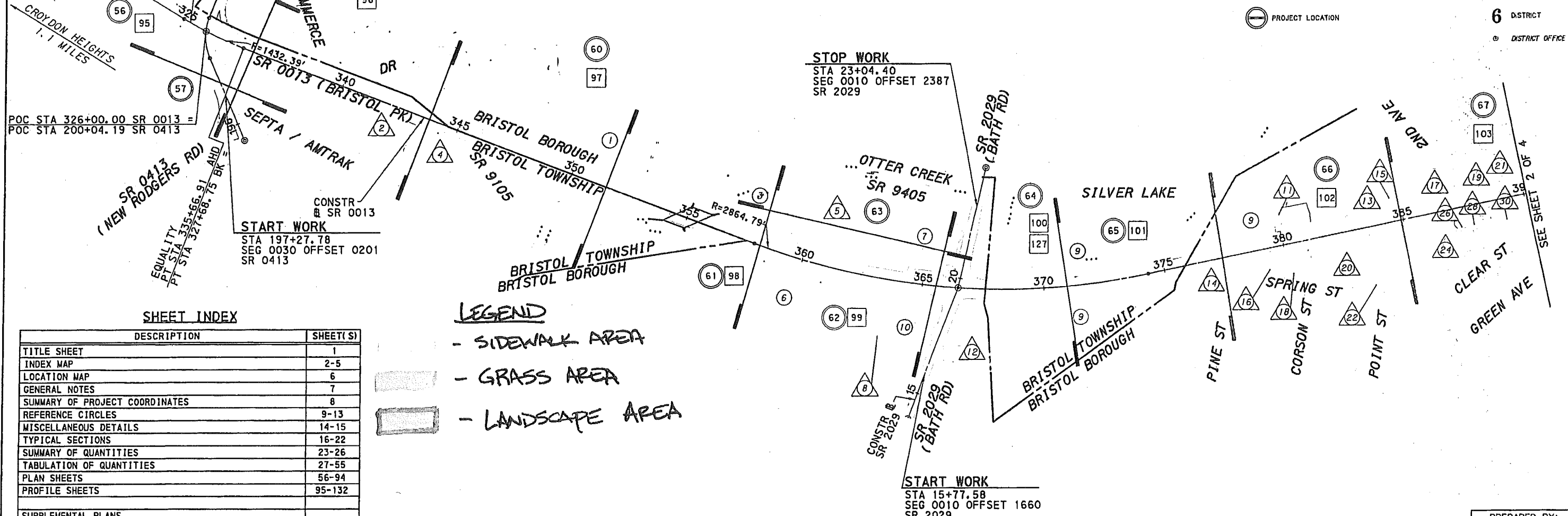
PROPERTY OWNERS

- | | |
|-----------------------------------------------|----------------------------------------------------------------------------------|
| ① KRT PROPERTY HOLDINGS, INC | ⑭ HASAN ZIVALI |
| ② THOMAS D LENIHAN AND DORTHY M LENIHAN | ⑮ BRUCE SANCHEZ AND LORRAINE MANCINI SANCHEZ |
| ③ BOROUGH OF BRISTOL | ⑯ GREGORY BAHR, KATHLEEN BAHR, FRANK BAHR & SUSAN BAHR |
| ④ NATIONAL BOULEVARD ASSOCIATES | ⑰ ROBERT M NORRIS, JR AND SANDRA K NORRIS |
| ⑤ BOROUGH OF BRISTOL | ⑱ FRED J STILTNER, CATHERINE A STILTNER, FRED B STILTNER & JACQUELINE L STILTNER |
| ⑥ SEKEWINIC PA, LLC | ⑲ ROBERT B LEE AND LISA LEE |
| ⑦ SUN COMPANY INC | ⑳ STUART J WEISS, MICHAEL G NAYLON AND MARTIN BROOKS |
| ⑧ N WALTER HYMAN, TRUSTEE OF RITA HYMAN TRUST | ㉑ BRISTOL CARWASH |
| ⑨ COUNTY OF BUCKS | ㉒ ALFRED A FINK & GLORIA FINK |
| ⑩ LUKOIL NORTH AMERICA LLC | ㉓ GLEN SEGAL, JACK SEGAL & JOSEPH LIEBERMAN, T/A SEGAL, SEGAL & LIEBERMAN |
| ⑪ MALWA HOLDING CO, INC | ㉔ BOROUGH OF BRISTOL |
| ⑫ HUSEYIN GUNAYDIN FATIMA GUNAYDIN | ㉕ ROBERT T FERGUSON II |
| ⑬ JOSEPH COMFORT & NORMA COMFORT | ㉖ ANTONIO CANALE & ANTONIA CANALE |

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	BUCKS	0013	M04	2 OF 132
BRISTOL TOWNSHIP, BRISTOL & TULLYTOWN BOROUGHS				
REVISION NUMBER	REVISIONS	DATE	BY	



PROJECT LOCATION
6 DISTRICT
DISTRICT OFFICE



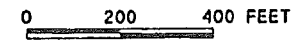
- LEGEND**
- SIDEWALK AREA
 - GRASS AREA
 - LANDSCAPE AREA

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TULLYTOWN BOROUGH

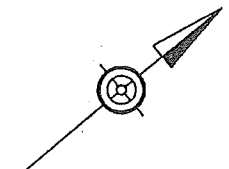
INDEX MAP SHEET 1 OF 4



- LEGEND**
- PLAN
 - PROFILE
 - PARCEL IDENTIFICATION NUMBER (SEE PLAN SHEETS)
 - △ PARCEL IDENTIFICATION NUMBER - NO TAKE (SEE PLAN SHEETS)

PREPARED BY:
URS
FT. WASHINGTON, PA

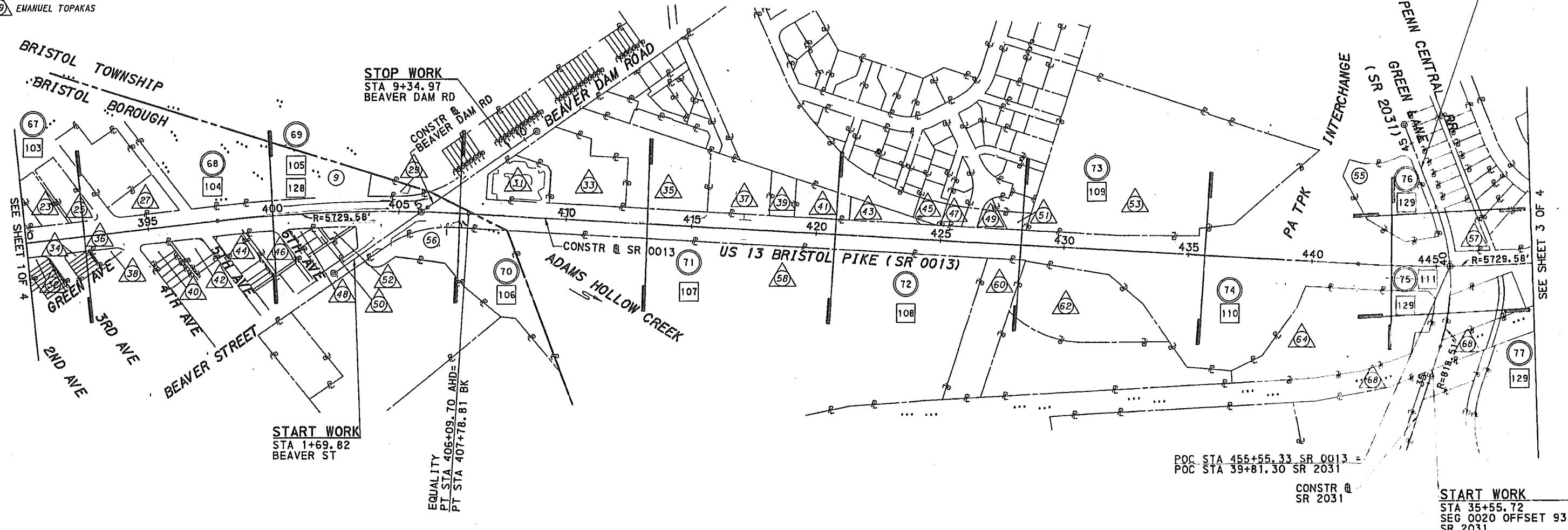
DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	BUCKS	2029	MO4	3 OF 132
		2031	MO4	
BRISTOL TOWNSHIP, BRISTOL & TULLYTOWN BOROUGHS				
REVISION NUMBER	REVISIONS	DATE	BY	



PROPERTY OWNERS

- | | | |
|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------|
| 9 COUNTY OF BUCKS | 40 WEXFORD HOLDINGS, LLC | 53 ELLWOOD ADAMS ASSOCIATES, GENERAL PARTNERSHIP |
| 23 GEORGE T FLEMING SR, DANIEL K FLEMING AND RICHARD C FLEMING, CO-PARTNERS T/A GEORGE T FLEMING AND SONS | 41 SUMIT REALTY INC | 55 MADHAVPREM INVESTMENT, LLC |
| 25 GEORGE T FLEMING SR, DANIEL K FLEMING AND RICHARD C FLEMING, CO-PARTNERS T/A GEORGE T FLEMING AND SONS | 42 KRYSZTOF CYGAN AND WIESLAW WAWRZYNYCZAK | 56 THE SCHOOL DISTRICT OF THE BOROUGH OF BRISTOL |
| 27 BRISTOL FUEL STOP, INC AND TONY K PARASHAR, HARKAMALJIT S SAHGA AND PRITPAL S BAINS | 43 PENNDOT | 57 MADHAVPREM INVESTMENT, LLC |
| 29 1231 BRISTOL PIKE PARTNERS, LP | 44 CHARLES A DEON | 58 USI LIGHTING, INC |
| 31 BRISTOL VENTURES, LP | 45 JACK & CATHERINE HOGARTH | 60 MORECO INC |
| 32 GEORGE M LAUGHLIN & GRACE S LAUGHLIN | 46 CHARLES A DEON | 62 WEN LER REALTY CO |
| 33 ANTHONY DECKHAUS | 47 PATRICIA WHITE & PETER HRICKO | 64 WAWA INC |
| 34 CYNTHIA JOY LONGHITANO | 48 KENNETH CHEW & CYNTHIA L CHEW | 68 COMMONWEALTH OF PENNSYLVANIA |
| 35 SUMIT REALTY INC | 49 EDWARD JONES | |
| 36 STEVEN C CARNEY & MARIA E CARNEY | 50 CELIMO BONILLA | |
| 37 DKP PROPERTIES, LLC | 51 DAVID J BASKIN, SR AND KIM S BASKIN | |
| 38 GARY PAUL | 52 ANGELO LICCIARDELLO, FRANK E MIGNONI AND WILLIAM B MIGNONI, CO-PARTNERS | |
| 39 EMANUEL TOPAKAS | | |

STOP WORK
 STA 43+91.84
 SEG 0020 OFFSET 1768
 SR 2031



LEGEND

- PLAN
- PROFILE
- PARCEL IDENTIFICATION NUMBER (SEE PLAN SHEETS)
- PARCEL IDENTIFICATION NUMBER - NO TAKE (SEE PLAN SHEETS)

INDEX MAP SHEET 2 OF 4

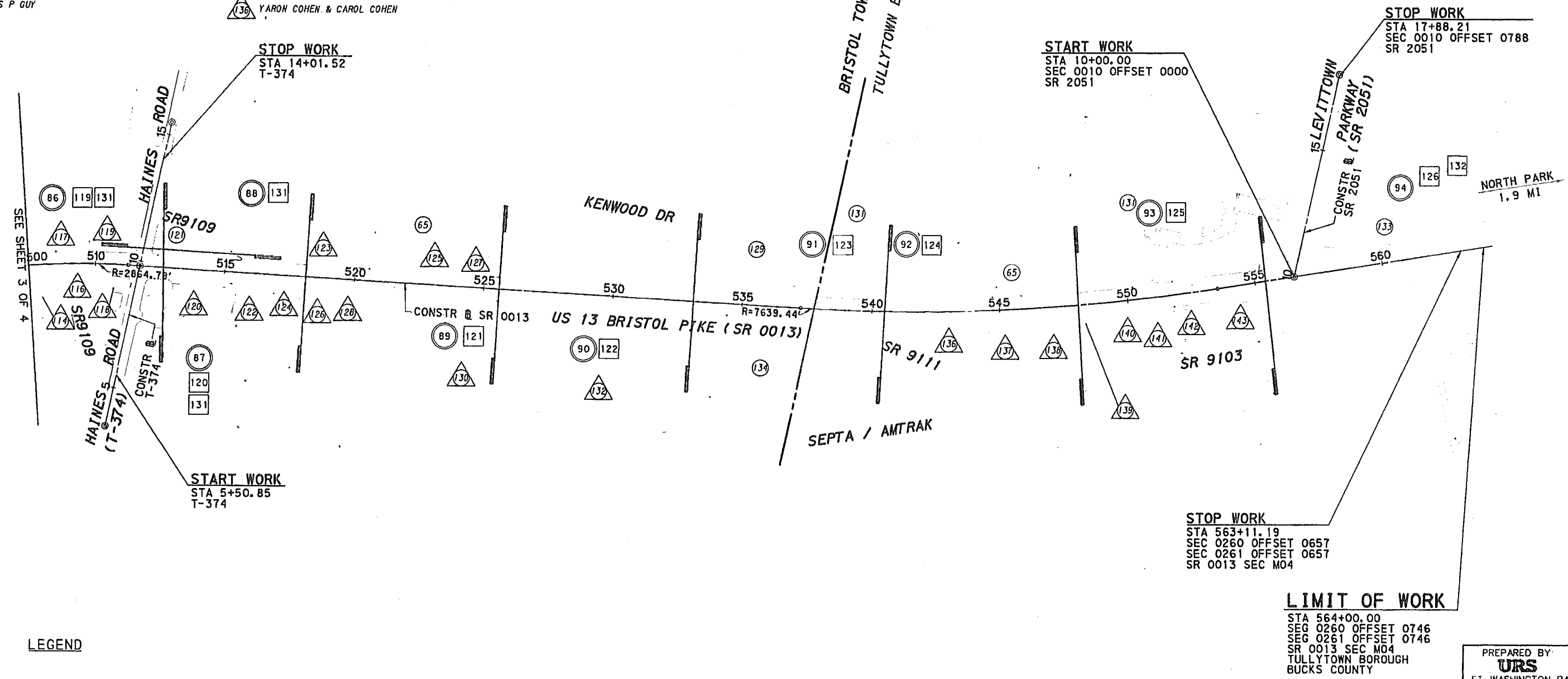
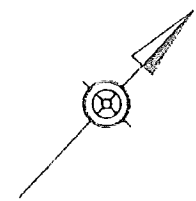


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 FT. WASHINGTON, PA

PROPERTY OWNERS

- | | | |
|----------------------------------------------------|------------------------------------------------------|------------------------------------------------------------------|
| (65) COMMONWEALTH OF PENNSYLVANIA | (125) EMPIRE ALTO GLASS | (137) LEON PLAVIN, INC |
| (114) JOHN Q VANCE, JR AND JEAN VANCE | (126) BUCKS COUNTY ECONOMIC DEVELOPEMENT CORPORATION | (138) PRINCETON HOLDINGS, LLC |
| (116) MARY JO WAGNER | (127) SAT & LOI BUSINESS, INC | (139) THE RC MAXWELL CO |
| (117) JOSEPH I LANAGAN AND MARSHA FLANAGAN | (128) JAMES P GUY | (140) GENTRY FAMILY REALTY LP |
| (118) PATTERSON FAMILY PROPERTIES, INC | (129) TOWNSHIP OF BRISTOL | (141) HANDI ONAL |
| (119) SALEH ENTERPRISES, LLC | (130) LOWER BUCKS COUNTY JOINT MUNICIPAL AUTHORITY | (142) WILLIAM PENN SAVINGS AND LOAN ASSOCIATION |
| (120) MCDONALDS CORPORATION | (131) LEVITTOWN, LLC | (143) SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY (SEPTA) |
| (121) JOHN G ANDERSON | (132) EVANS ROUTE 13, LLC | |
| (122) LOWER BUCKS COUNTY JOINT MUNICIPAL AUTHORITY | (133) KHADIJA BEGUM LLC | |
| (123) JOHN BECK AND DARLENE E BECK | (134) ROBERT L EVANS AND GENEVINE I EVANS | |
| (124) JAMES P GUY | (135) YARON COHEN & CAROL COHEN | |

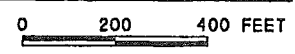
DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	BUCKS	0013	M04	5 OF 132
		2029	M04	
		2031	M04	
BRISTOL TOWNSHIP, BRISTOL & TULLYTOWN BOROUGHS				
REVISION NUMBER	REVISIONS	DATE	BY	



LEGEND

- PLAN
- PROFILE
- PARCEL IDENTIFICATION NUMBER (SEE PLAN SHEETS)
- PARCEL IDENTIFICATION NUMBER - NO TAKE (SEE PLAN SHEETS)

INDEX MAP SHEET 4 OF 4



LIMIT OF WORK

STA 564+00.00
 SEG 0260 OFFSET 0746
 SEG 0261 OFFSET 0746
 SR 0013 SEC M04
 TULLYTOWN BOROUGH
 BUCKS COUNTY

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 FT. WASHINGTON, PA

C:\Users\jguy\OneDrive\Documents\Projects\2025\0013\Map\Map4.dwg
 5/27/25 10:00 AM
 JGUY

BM# 122 ELEV 26.08
 50.7' RT STA 538+43.3
 NAIL SET IN UP #79256

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	BUCKS	2029	MO4	91 OF 132
		2031	MO4	

TULLYTOWN BOROUGH			
REVISION NUMBER	REVISIONS	DATE	BY

EXISTING STRUCTURE
 STA 527+36
 RCC BOX CUIVERT
 SPAN: 8' 0" x 5' 0"
 CLEARANCE: N/A
 SKEW: 45°
 CLEAR ROADWAY WIDTH: N/A
 STRUCTURE NO: S-8540

R-7402.44'
 (131)
 LEVITTOWN, LLC

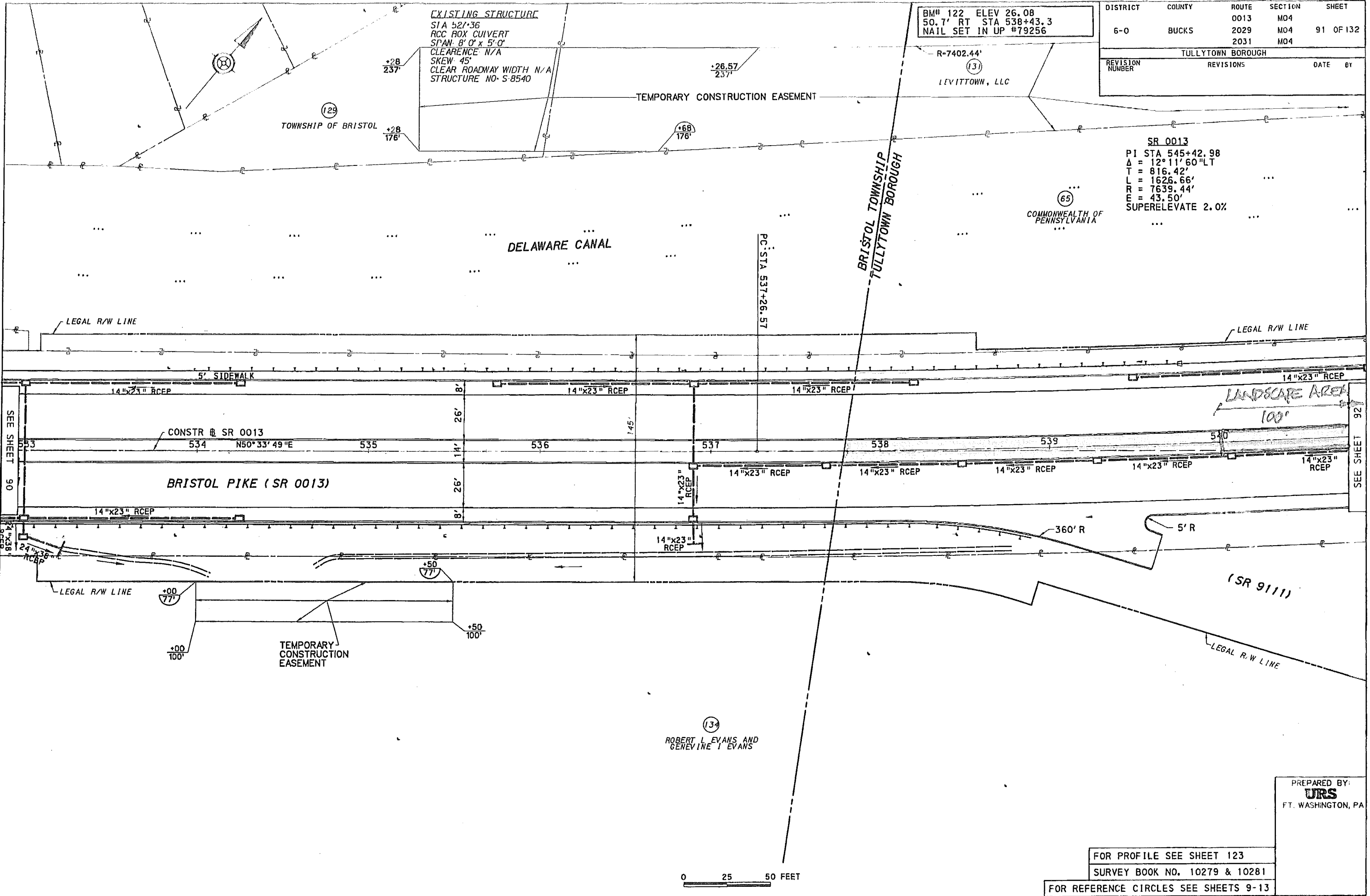
SR 0013
 PI STA 545+42.98
 $\Delta = 12^\circ 11' 60''$ LT
 T = 816.42'
 L = 1626.66'
 R = 7639.44'
 E = 43.50'
 SUPERELEVATE 2.0%

(65)
 COMMONWEALTH OF PENNSYLVANIA

DELAWARE CANAL

BRISTOL TOWNSHIP
 TULLYTOWN BOROUGH

PC STA 537+26.57



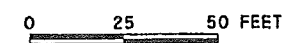
SEE SHEET 90

SEE SHEET 92

(134)
 ROBERT L. EVANS AND GENEVINE I. EVANS

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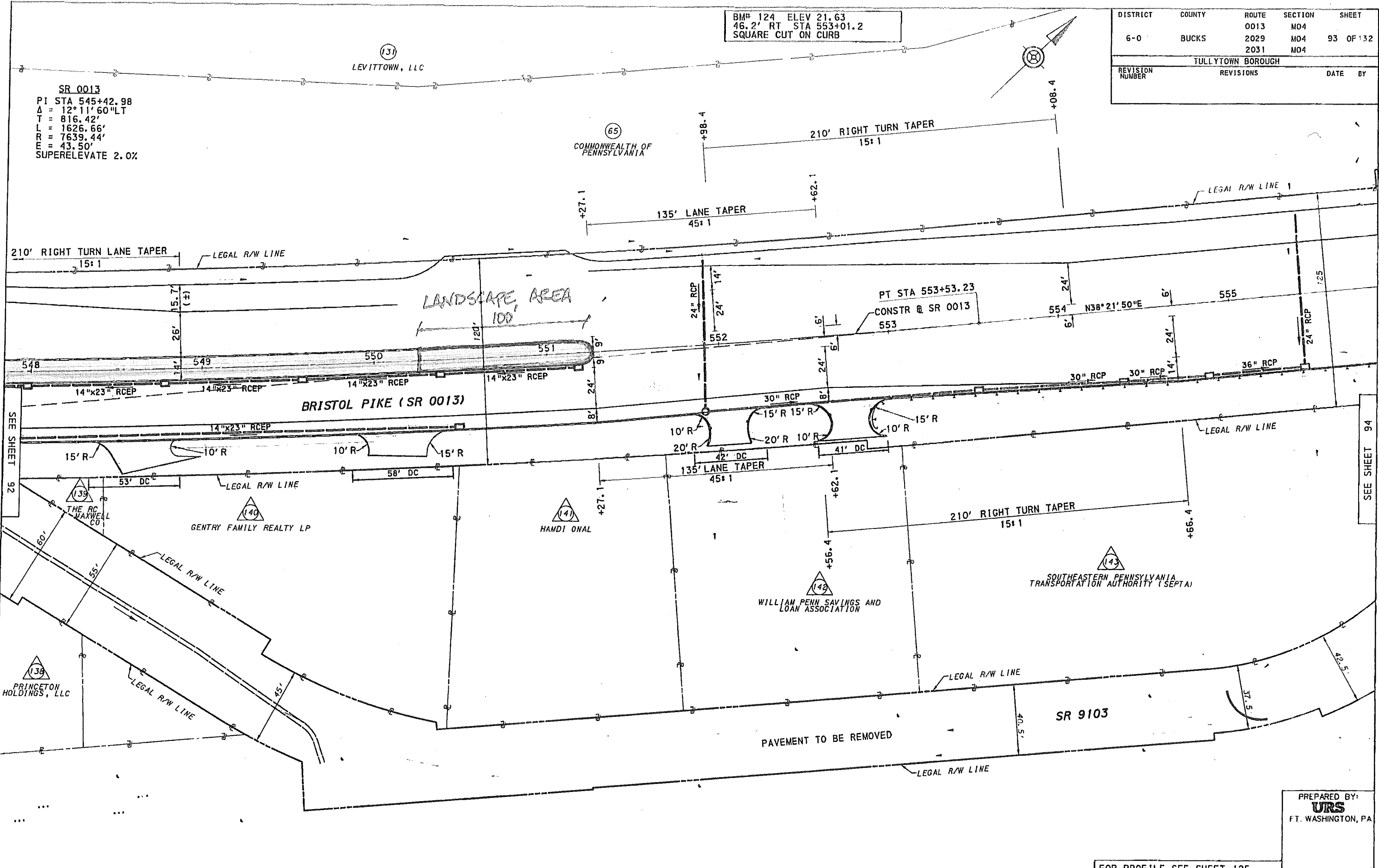
FOR PROFILE SEE SHEET 123
 SURVEY BOOK NO. 10279 & 10281
 FOR REFERENCE CIRCLES SEE SHEETS 9-13



BM# 124 ELEV 21.63
 46.2' RT STA 553+01.2
 SQUARE CUT ON CURB

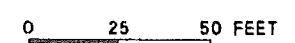
DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	BUCKS	0013	M04	93 OF 132
TULLYTOWN BOROUGH				
REVISION NUMBER	REVISIONS	DATE	BY	

SR 0013
 PI STA 545+42.98
 $\Delta = 12^\circ 11' 60''$ LT
 T = 816.42'
 L = 1626.66'
 R = 7639.44'
 E = 43.50'
 SUPERELEVATE 2.0%



SEE SHEET 92

SEE SHEET 94



FOR PROFILE SEE SHEET 125
 SURVEY BOOK NO. 10279 & 10281
 FOR REFERENCE CIRCLES SEE SHEETS 9-13

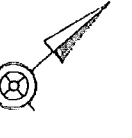
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BM #SNB023 ELEV 18.85
 52.4' LT STA 560+74.9
 SQUARE CUT ON CONCRETE HEADWALL

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	BUCKS	0013	M04	94 OF 132
TULLYTOWN BOROUGH				
2029		2031	M04	

REVISION NUMBER	REVISIONS	DATE	BY

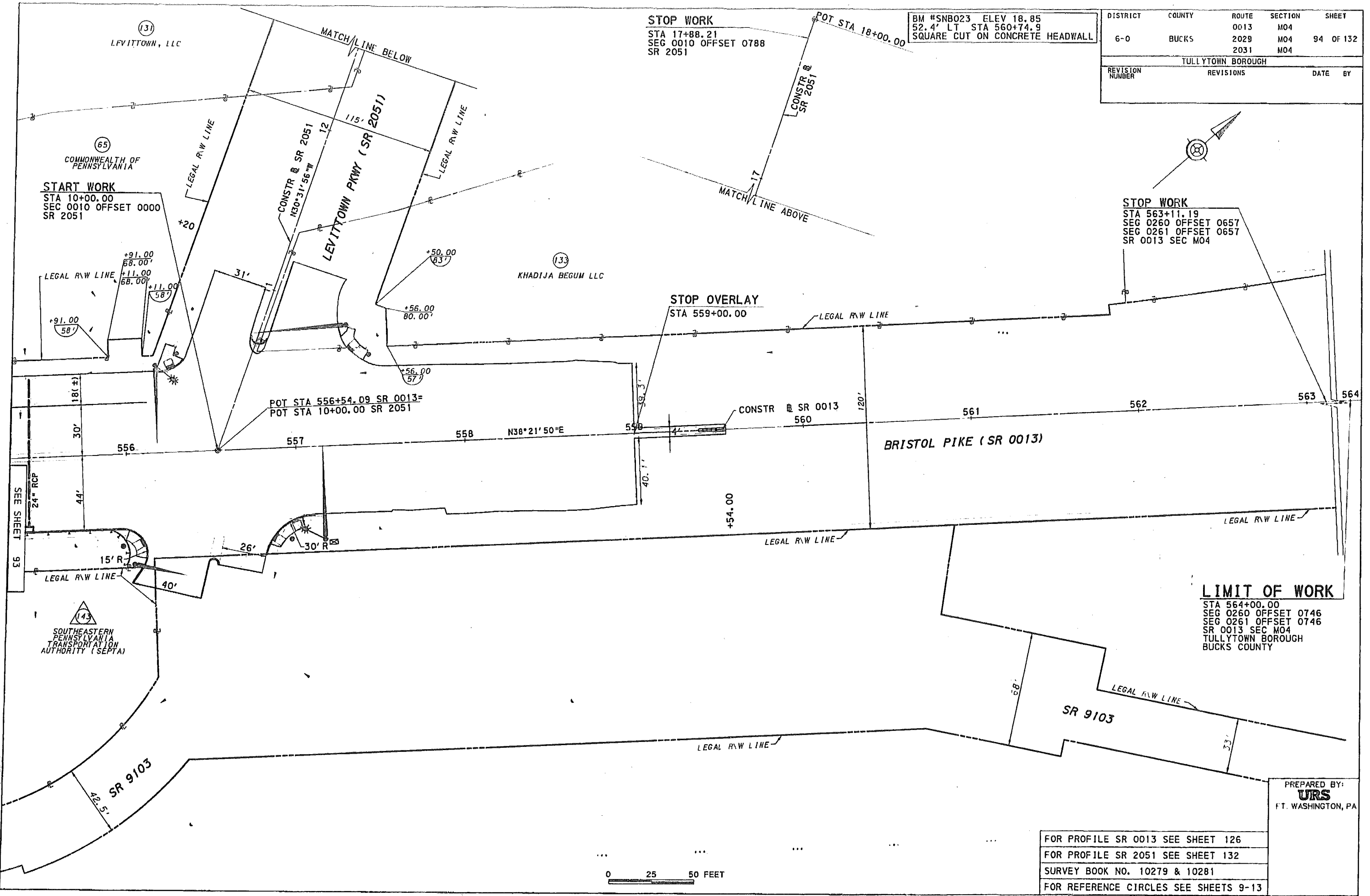
STOP WORK
 STA 563+11.19
 SEG 0260 OFFSET 0657
 SEG 0261 OFFSET 0657
 SR 0013 SEC M04



STOP WORK
 STA 17+88.21
 SEG 0010 OFFSET 0788
 SR 2051

STOP OVERLAY
 STA 559+00.00

LIMIT OF WORK
 STA 564+00.00
 SEG 0260 OFFSET 0746
 SEG 0261 OFFSET 0746
 SR 0013 SEC M04
 TULLYTOWN BOROUGH
 BUCKS COUNTY



FOR PROFILE SR 0013 SEE SHEET 126
 FOR PROFILE SR 2051 SEE SHEET 132
 SURVEY BOOK NO. 10279 & 10281
 FOR REFERENCE CIRCLES SEE SHEETS 9-13

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