

RESOLUTION No. 2017-168

BE IT RESOLVED by authority of the Board of Supervisors of East Goshen Township, Chester County, and it is hereby resolved by authority of the same, that the Chairman of the Board of Supervisors of East Goshen Township be authorized and directed to sign the attached Agreement on its behalf and the Township Secretary be authorized and directed to attest the same.

ATTEST:

East Goshen Township
Chester County, PA



Louis F. Smith, Jr.
Township Secretary



E. Martin Shane
Chairman

I, Louis F. Smith, Jr., Township Secretary to hereby certify that the foregoing is a true and correct copy of the resolution adopted by the East Goshen Township Board of Supervisors at a regular meeting held the 19th day of September, 2017.

Date: 9-20-19



Louis F. Smith, Jr.
Township Secretary

(SEAL)

ATTACHMENT B
2014-2017 PROJECT LETTER AGREEMENT
Incorporated Work

This Project Letter Agreement, numbered **0601078-B** in COMMONWEALTH files, made and entered into this _____ day of _____, between the undersigned Parties pursuant to the terms and conditions of the Master Agreement for the adjustments of Incorporated Utility Facilities, bearing No. **0601078** in COMMONWEALTH'S files, dated **9/22/2015**, between the undersigned Parties in consideration of the mutual promises herein contained, and with intent to be legally bound hereby, agree that the COMMONWEALTH, in accordance with this Project Letter Agreement dated as above, will make adjustments to the Utility's castings to accommodate construction on State Route/Work Order No. **Group 6-17-CD7** in Chester County.

The estimated number of castings to be adjusted and the cost of each are shown on the attached listing. Casting adjustment costs are established by said Master Agreement, and are estimated to be a total cost of \$2,212.00. The Utility agrees to reimburse the COMMONWEALTH for this work in accordance with the Master Agreement. In the event the actual number of castings to be adjusted changes from the estimated number shown above, the Utility agrees to reimburse COMMONWEALTH for the actual number of adjusted castings based on the unit costs shown in the Master Agreement and Exhibit 1, incorporated herein and made a part hereof, to this Letter Agreement.

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and **East Goshen Township** shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as **Exhibit “2”** and made a part of this Agreement. As used in this Agreement, the term “Contractor” refers to **East Goshen Township**.

WHEREAS, all utility work performed pursuant to this Agreement must comply with the "Buy America" provisions in 23 U.S.C. §313 and 23 CFR Part 635.410.

All terms and conditions of said Master Agreement not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the COMMONWEALTH and the UTILITY have caused this Agreement to be duly executed, ensealed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST:

East Goshen Township

by /ctw 9/19/17
Signature Date

by EM Stone 9/19/17
Signature Date

 TOWNSHIP SECRETARY
Title

 CHAIRMAN
Title

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 or Authority a resolution for signature authority must be attached.

=====

Do not write below this line – for Commonwealth use only

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

by _____
District Utility Manager Date

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

by _____
Chief Counsel Date

by _____
Assistant Counsel Date

Funds Commitment Document Number

Certified Funds Available under SAP
Number _____

SAP Cost Center _____

GL Account _____
Amount

\$ _____

SAP Vendor Number _____

by _____
Signature Date
Comptroller

Preapproved form:
OGC No. 18-FA-52.1
Appv'd OAG 04/16/2014

**ATTACHMENT B
2014-2017
Suburban**

S.R. Group-6-17-CD7

County: Chester

Utility: East Goshen Township

**EXHIBIT 1
PROJECT LETTER AGREEMENT
INCORPORATED WORK**

Hereinafter set forth is the listing of anticipated castings which are being incorporated herein by this Agreement.

<u>Number of Castings</u>	<u>Bid Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
	9999-9950	484.00	
	9999-9951	464.00	
4	9999-9952	553.00	\$2,212.00
	9999-9953	527.00	
	9999-9954	864.00	
	9999-9955	824.00	
	9999-9956	816.00	
	9999-9957	694.00	
	9999-9958	814.00	
	9999-9959	860.00	
	9999-9960	1,330.00	
	9999-9961	1,474.00	
	9999-9962	391.00	
	9999-9963	250.00	
	9999-9964	404.00	
	9999-9965	279.00	
	9999-9966	465.00	
	9999-9967	808.00	

Contract Provisions – Right to Know Law

- 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.

ATTACHMENT "B"

FORM D-4181-UC

5/01

County Chester
 SR 0352 _____ Section _____
 Utility East Goshen Township _____
 Date September 11, 2017 _____
 Prepared by Rick Smith
 Phone 610 692 7171 _____

UTILITY RELOCATION CLEARANCE REPORT
 TYPE OF RELOCATION WORK (REF: DESIGN MANUAL PART 5)

1. PRIOR: Completion of work anticipated before the highway contractor's notice to proceed is issued.
 Show anticipated date of completion.
2. RESTRICTIVE: Must be completed before highway contractor can operate without restriction.
 Show number of calendar days.
3. CONCURRENT: To be accomplished simultaneously with but not restricting the contractor's operations.
 Show number of calendar days.
4. COORDINATED: Phasing with a special operation of the contractor is required. Indicate roadway or bridge work necessary before relocation; e.g.: Clearing & grubbing, rough grading, pipe hangers, etc. Show number of calendar days.
5. NOT AFFECTED: Identify areas and any specific instructions Construction Contact.
6. INCORPORATED: Utility relocation work to be incorporated into the prime highway construction contract.

CONDITIONAL RESTRICTIONS AND TIME REQUIREMENTS: Identify conditions affecting the utility's ability to perform work, i.e.: certain times of the day, week or year that a facility cannot be shut down, acquisition of R/W by the State, demolition of buildings, relocation of other utilities, etc. Show number of calendar days.

LIST EACH AREA OF INVOLVEMENT BELOW

ROUTE	STATION TO STATION OR SEG. & OFFSET TO SEG. & OFFSET	RT/LT	BRIEF DESCRIPTION OF ADJUSTMENT	TYPE OF RELOCATION EACH AREA (SEE ABOVE)	DESCRIBE CONDITIONAL RESTRICTIONS OR TIME REQUIREMENTS. SPECIFY CONTRACTOR'S OPERATION FOR COORDINATED WORK. SEE NOTES ABOVE	CALENDAR DAYS REQ'D OR DATE OF COMPLETION
0352	Between Manley Road (T483) and Williams Way (T504)		East Goshen Township has 4 sanitary sewer manholes in the north bound travel lane. It is anticipated that they will need to be adjusted.	6	In order to minimize infiltration and reduce the possibility of problems in the future the Township will provide the contractor with new castings for these manholes.	

The proposed adjustments described above are the necessary relocation adjustments to be undertaken by the above named utility to accommodate the construction of the above listed highway project. Contingent upon the approval of a highway occupancy permit and/or execution of a reimbursement agreement and upon notice to proceed by the Department of Transportation, the above named utility agrees to proceed with these adjustments.



BY _____ TITLE Township Manager

So that we can better coordinate the schedule of the proposed highway improvements, kindly provide us with the following information:

- YES NO
 X Do you have any utility facilities within the proposed project limits?

- X If not, do you have any plans to construct utility facilities within these project limits?
- X If you have facilities within these project limits, do you have plans to upgrade/update these facilities?