

RESOLUTION

2015-58

BE IT RESOLVED, by authority of the BOARD OF SUPERVISORS
(Name of governing body)
of the EAST GOSHEN TOWNSHIP, CHESTER County, and it
(Name of Municipality)

is hereby resolved by authority of the same, that the CHAIRMAN of
(designate official title)

said Municipality be authorized and directed to sign the attached Agreement on its behalf.

ATTEST:

[Signature] Twp Sec
(Signature and designation of official title)

EAST GOSHEN TOWNSHIP
(Name of Municipality)
By: [Signature] CHAIRMAN
(Signature and designation of official title)

I, LOUIS F SMITH, JR, TWP SECRETARY
(Name) (Official title)

of the BOARD OF SUPERVISORS EAST GOSHEN TWP do hereby certify that the foregoing
(Name of governing body and Municipality)

is a true and correct copy of the Resolution adopted at a regular meeting of the

BOARD OF SUPERVISORS, held the 17th day of MARCH, 2015.
(Name of governing body)

DATE: 3/17/15

[Signature] Twp Sec
(Signature and designation of official title)

NOTE: Signature on the Department signature page of this Agreement must conform to the signature on this Resolution.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

MAINTENANCE SERVICES

Penn Dot Mowing Agreement
AGREEMENT NO 3900037383
FID #: 23-6005479
SAP VENDOR # 139277

THIS AGREEMENT, fully executed and approved this _____ day of _____, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH"),

AND

the East Goshen Township of the COMMONWEALTH of Pennsylvania, acting through its authorized officials ("MUNICIPALITY").

WITNESSETH:

WHEREAS, certain public highways, including bridges with their approaches, located in the MUNICIPALITY have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in the Act of May 29, 1945, P.L. 1108; the Act of June 1, 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389, all as supplemented and amended; and,

WHEREAS, the COMMONWEALTH and the MUNICIPALITY are both public procurement units under Chapter 19 of the Commonwealth Procurement Code, 62 Pa. C.S. § 1901 et seq., and are authorized to enter into agreements related to the cooperative use of supplies or services pursuant to Section 1904 of the Procurement Code, 62 Pa. C.S. § 1904, under which the latter shall perform minor routine maintenance work on the roadway and shoulders of any State Highway, or portion thereof; and,

WHEREAS, the COMMONWEALTH desires to obtain the assistance of the MUNICIPALITY to carry out minor routine maintenance on the State Highways listed on Exhibit "A", which is attached to and made a part of this Agreement; and,

WHEREAS, the MUNICIPALITY has the equipment, materials, and personnel available and ready to perform all the items of repair and maintenance within the MUNICIPALITY listed on Exhibit "B", which is attached to and made part of this Agreement, in a prompt and efficient manner and has signified its willingness to furnish these repair and maintenance functions, subject to payment by the COMMONWEALTH as set forth in the List of Prices in Exhibit "B".

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

1. The MUNICIPALITY shall, in a good and workmanlike manner, perform the minor routine maintenance items at the amounts set forth in the List of Prices, all as set forth in Exhibit "B", on the State Highways located within the boundaries of the MUNICIPALITY, as listed on Exhibit "A". The MUNICIPALITY shall use equipment owned or leased by it and its own materials and personnel to perform the work. All work shall be completed in accordance with all applicable Department of Transportation Specifications ("Publication 408"), and with the policies and procedures set forth in the Highway Maintenance Foreman Manual ("Publication 113"), which are incorporated by reference into this Agreement as if physically attached.
2. The COMMONWEALTH shall pay the MUNICIPALITY for all authorized work performed on the items contracted for in Exhibit "B" as follows:
 - (a) Lump sum items shall be paid on a quarterly basis.
 - (b) Items performed on a unit price basis shall be paid in accordance with Paragraph 11 below.
 - (c) The starting date of this Agreement shall be either the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or another date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever is later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved.