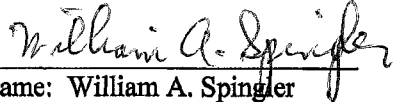


RESOLUTION NO. 2015-26


A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE
COUNTY, PENNSYLVANIA, AUTHORIZING THE
CHAIRMAN OF THE BOARD OF COMMISSIONERS THE
SIGNING AUTHORITY FOR EXECUTION OF A MASTER
CASTING AGREEMENT WITH THE PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED by authority of the Board of Commissioners of Radnor Township, Delaware County, and it is hereby resolved by authority of the same, that the Chairman of the Board of Commissioners of Radnor Township be authorized and directed to sign the attached Agreement on its behalf and the Township Manager be authorized and directed to attest the same.

RADNOR TOWNSHIP

By: 
Name: William A. Spingler
Title: President

ATTEST:



Robert A. Zienkowski
Manager/Secretary

SEAL

I, William A. Spingler of the Radnor Township Board of Commissioners do hereby certify that the foregoing is a true and correct copy of the Resolution adopted February 23rd, 2015, at the regularly scheduled meeting of the Board of Commissioners held the 23rd day of February, 2015.

DATE 2/23/2015

(Suburban)

Agreement No.
SAP Customer No.
FID No.

ATTACHMENT B
2014-2017 PROJECT LETTER AGREEMENT
Incorporated Work

This Project Letter Agreement, numbered _____ 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. _____ in COMMONWEALTH'S files, dated _____, 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. _____ in _____ 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 \$ _____. 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 **Utility Name** 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 **Utility Name**.

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:

by [Signature] _____
Signature Date
Township Manager
Title

by William A. Spryke 2/23/2015
Signature Date
PRESIDENT
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

PRELIMINARILY APPROVED

by _____
Assistant Counsel Date

APPROVED AS TO LEGALITY
AND FORM

by _____
Chief 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

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.