

**RESOLUTION 2009-05**

**BE IT RESOLVED** by the authority of the Board of Commissioners (the "Board") of Radnor Township, Delaware County, Pennsylvania, that the attached Crosswalk Maintenance Agreement for the installation of a mid-block crosswalk on N Wayne Ave be approved.


**BE IT FURTHER RESOLVED** that the President of the Board is hereby authorized and directed to sign said Agreement on its behalf and the Secretary is so authorized and directed to attest the same.

**RESOLVED** this 5th day of January 2009.

**TOWNSHIP OF RADNOR**

BY:   
President

ATTEST:

  
Coretta Hutchinson, Secretary



County(ies): Delaware Agreement #: \_\_\_\_\_  
 Project Short Title: Wayne Avenue Mid-Block Application #: \_\_\_\_\_  
                                   S.R. 1046, Seg. 0100, Off. 1901-  
 Project (SR & Sec): 2001 Permit #: \_\_\_\_\_

**CROSSWALK MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, between the Commonwealth of Pennsylvania, acting through the Department of Transportation, herein called PENNDOT,

and

\_\_\_\_\_, 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 a decorative crosswalk at the following location has been determined appropriate:

<u>County</u>	<u>State Road</u>	<u>Intersecting Road</u>	<u>Beginning Segment/Offset</u>	<u>Ending Segment/Offset</u>
Delaware	S.R. 1046	N/A	0100/1901	0100/2001

WHEREAS, the cost of constructing the crosswalk(s) at these locations is being partially or totally funded with municipal funds; and,

WHEREAS, the crosswalk(s) is/are being installed to serve pedestrian traffic; and,

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

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 MUNICIPALITY will, with its own forces or by contract, construct various improvements along state route 1046 (Wayne Avenue) and install crosswalk(s) in accordance with the plans prepared by the MUNICIPALITY, which are incorporated herein by reference as though physically attached.
2. Upon completion of said Project by the MUNICIPALITY 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 crosswalk(s).
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 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 crosswalk(s), 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 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. CONTRACTOR INTEGRITY PROVISIONS

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. AMERICANS WITH DISABILITIES ACT PROVISIONS

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.

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 DATE

BY \_\_\_\_\_  
Deputy Attorney General DATE