

RESOLUTION NO. 68 - 2019

Moved by: _____

Walter Moya

A Resolution ratifying a Contribution Agreement No. 08A804 between the City of Harrisburg and the Pennsylvania Department of Transportation in the amount of \$50,000 for Herr Street sidewalk reconstruction and ADA compliance as part of the PennDOT Herr Street Improvement Project.

WHEREAS, the City of Harrisburg (the "City") owns and maintains the sidewalk along the Herr Street underpass; and

WHEREAS, the City requested PennDOT to reconstruct and bring into ADA compliance the sidewalks along the Herr Street underpass as part of the PennDOT Herr Street Improvement Project; and

WHEREAS, the City shall retain the obligation to maintain this sidewalk after construction; and

WHEREAS, the City allocated \$50,000 in its 2019 budget to be used for such purposes; and

WHEREAS, the form of the Contribution Agreement is attached and incorporated as Exhibit "A".

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, BY THE COUNCIL OF THE CITY OF HARRISBURG, that the Contribution Agreement submitted to the Pennsylvania Department of Transportation for the purpose of funding a portion of the PennDOT Herr Street Improvement Project is hereby ratified.

BE IT FURTHER RESOLVED that the Mayor, City Controller and other appropriate City officials are authorized and directed to take all steps necessary to further effectuate the purpose of this Resolution.

I second this resolution _____

Laura Arca

Passed by City Council October 8, 2019

Wanda R.O. Williams
President of City Council

Attest [Signature]
City Clerk

- Approved
- Returned to City Council with objections

YEAS	NAYS
<input checked="" type="checkbox"/> MR. ALLATT	
<input checked="" type="checkbox"/> MS. BOWERS	
<input checked="" type="checkbox"/> MS. DANIELS	Excused
<input checked="" type="checkbox"/> MS. GREEN	
<input checked="" type="checkbox"/> MR. MADSEN	
<input checked="" type="checkbox"/> MR. MAJORS	
<input checked="" type="checkbox"/> MS. WILLIAMS	
Yeas <u>6</u>	
Nays <u>0</u>	

EXHIBIT A

EFFECTIVE DATE: _____
(PennDOT shall insert)

AGREEMENT NO.: 08A804
FEDERAL I.D. NO.: 23-6002010
SAP VENDOR NO.: 138891

CONTRIBUTION AGREEMENT

This Contribution Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of Transportation ("PennDOT"),

and

City of Harrisburg, a political subdivision of the Commonwealth located in Dauphin County, acting through its proper officials, hereinafter called the ("Contributing Party").

BACKGROUND

This Agreement enables the Contributing Party to pay PennDOT to add components to a PennDOT project. A Contributing Party may be a political subdivision or another entity having infrastructure maintenance responsibility, like a municipal authority.

The parties, intending to be legally bound, agree as follows:

1. Scope of Work.

- a. **Location and Description.** PennDOT has under its jurisdiction State Route ("SR") 3018. PennDOT proposes to improve Segment 0030 Offset 0000 to Segment 0030 Offset 1668, as described on the plans contained in Exhibit A. The improvements described in Exhibit A is referred to as "the Project" in this Agreement.

- b. **Supplemental Improvements.** The Contributing Party requested PennDOT include, as part of the Project, items described in Exhibit B. These items are referred to as "Supplemental Improvements" in this Agreement. The Supplemental Improvements are within the Project limits.
2. **PennDOT to Design and Construct.** PennDOT, by contract or with its own forces, shall construct the Supplemental Improvements. The Project shall conform to applicable PennDOT policies, procedures, and specifications. PennDOT shall, with its own forces or by contract, provide staff to adequately inspect and supervise the Project.
3. **Contributing Party Reimbursement Obligation.** *(Please place a "X" in the appropriate box and fill in the blanks of that paragraph; please place "N/A" in the blanks of the paragraph for which you did not place a "X" in the box)*
- Actual Costs.** The Contributing Party shall pay to PennDOT, by way of reimbursement, the total actual cost of the Supplemental Improvements, as tabulated on Exhibit C, attached and estimated to be N/A.
- Fixed Cost.** The Contributing Party shall pay to PennDOT fifty thousand Dollars (\$50,000) for costs associated with the Supplemental Improvements, detailed in Exhibit C.
4. **Sufficient Funds.** The Contributing Party, by executing this Agreement, certifies it has on hand funds to meet its reimbursement obligation.

5. **Invoice.** Upon completion of the Project, PennDOT shall submit an invoice to the Contributing Party. The Contributing Party shall pay PennDOT the reimbursement obligation in full within forty-five (45) days of receipt of an invoice.

6. **Indemnification.** Unless otherwise agreed to by the parties in writing, in addition to the Contributing Party's reimbursement obligation, the Contributing Party shall indemnify and (if requested) defend PennDOT, its agents and employees from, and be solely responsible for, the payment and satisfaction of awards, judgments, claims, costs, and damages, including costs of appraisers and attorneys, witness fees, and other court costs and expenses resulting from the following:
 - a. Changes required to be made to PennDOT's approved plans and specifications for the Project made necessary by requests by and for the Contributing Party.

 - b. Time delays and extensions of time or termination of work requested or caused by the Contributing Party.

 - c. Right-of-way and other property damages resulting from the acquisition or condemnation of the lands necessary for or the construction of the Project made necessary by requests by and for the Contributing Party. Right-of-way and other property damages, as used in this section, shall include consequential damages; damages arising from de facto or inverse takings; special damages for displacement; damages for the preemption, destruction, alteration, blocking and diversion of facilities; and other damages that may be claimed or awarded within the purview of the Eminent Domain Code of 1964, as amended, the State Highway Law of 1945, as amended, and eminent domain case law of the Commonwealth of Pennsylvania; and claims awarded or entered against PennDOT or the Contributing Party.

- d. Relocation of utility facilities, including gas, water, railroad, sewer, electric, telecommunications or drainage facilities, in the Project area and made necessary by requests by and for the Contributing Party.
- e. Where made necessary by requests by and for the Contributing Party, preparation or revisions of environmental impact statements, negative declarations, environmental reports or other documents required by law and environmental litigation; public environmental hearings made necessary by the planning, design and environmental litigation; public environmental hearings made necessary by the planning, design, and construction of the Project and Supplemental Improvements; and increased planning, design, construction, utility relocation and right-of-way costs resulting therefrom.
- f. Unforeseen costs and expenses not included in the Project cost estimates, but which are directly related to or made necessary by requests by and for the Contributing Party.
- g. Injuries to and damages received or sustained by people or property arising out of, resulting from, or connected with an act, omission, neglect, or misconduct of the Contributing Party and its contractors, their officers, agents and employees with respect to maintenance, operation and use of the completed Supplemental Improvements or otherwise with respect to this Agreement.

7. **Security Requirements** *(Please place a "X" in the appropriate box).*

If the Contributing Party is a Political Subdivision. If the Contributing Party is in default of payment for a period of ninety (90) days, the Contributing Party authorizes PennDOT to withhold so much of the Contributing Party's Liquid Fuels Tax Fund allocation as may be necessary to reimburse PennDOT in full for costs due; and the Contributing Party

authorizes PennDOT to withhold those amounts and to apply those funds, or portion of those funds, to remedy a default.

If the Contributing Party is a Municipal Authority or Otherwise not a Political Subdivision. To secure performance, the Contributing Party has delivered to PennDOT security in an amount equal to one hundred fifteen percent (115%) of the estimated costs of the Supplemental Improvements, in the form of a one-year "evergreen" irrevocable letter of credit acceptable to PennDOT, a cashier's check, or other security acceptable to PennDOT, a copy of which is attached as Exhibit D.

8. Maintenance Responsibilities.

- a. **Contributing Party Maintenance Responsibility.** The Contributing Party shall maintain the Supplemental Improvements.
- b. **PennDOT's Maintenance Responsibility.** Upon completion of the Project, PennDOT shall maintain the remaining Project components within the legal right-of-way in accordance with applicable law and policy.
- c. **PennDOT Oversight.** If PennDOT determines the Contributing Party is not maintaining the Supplemental Improvements as required by this Agreement, PennDOT shall notify the Contributing Party in writing. The Contributing Party shall begin the required work within seven (7) days of receipt of PennDOT's notice. If the Contributing Party fails to begin the necessary work within this seven-day period or fails to prosecute the work diligently to completion, PennDOT may perform the work at the Contributing Party's sole cost. Failure by the Contributing Party to pay PennDOT within forty-five (45) days of the receipt of an invoice from PennDOT shall be an event of default.

9. Standard Provisions. The Contributing Party shall comply with the *Commonwealth Nondiscrimination/Sexual Harassment Clause* and the *Provisions Concerning the*

Americans with Disabilities Act, which are attached as Exhibits E and F, respectively. As used in these provisions, the term "Contractor" refers to the Contributing Party.

10. 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 Contributing Party shall comply with, the clause entitled *Contract Provisions – Right to Know Law*, attached as Exhibit G. As used in this exhibit, the term "Contractor" refers to the Contributing Party.

11. Termination.

a. Termination for Convenience or Non-Appropriation. The parties may terminate this Agreement for convenience or non-appropriation until the date the Project is awarded, but not after that date. Each party shall bear the costs it incurred during the time this Agreement was in effect. Nothing contained in the Agreement shall be deemed to be a waiver by PennDOT of its discretion to abandon or postpone the Project.

b. Termination for Cause. This Agreement may be terminated by PennDOT for cause, after thirty (30) days' notice has been provided to the Contributing Party of the default and if the Contributing Party does not cure the default within thirty (30) days.

12. Amendments and Modification. No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original Agreement, with exception of the Notice Section.

13. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.

14. **Severability.** The provisions of this Agreement shall be severable. If a phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and its applicability to a government, agency, person, or circumstance is held invalid, the validity of the remainder of this Agreement and its applicability to a government, agency, person, or circumstance shall not be affected.
15. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party. Failure by either party to enforce its rights and remedies shall not be construed as a waiver of a subsequent breach of the same or another term or condition of this Agreement.
16. **Independence of the Parties.** Nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of partners between the Contributing Party and PennDOT, or as constituting PennDOT as the Contributing Party 's representative or general agent.
17. **Assignment.** The Contributing Party may not assign this Agreement, either in whole or in part, without PennDOT's written consent.
18. **No Third-Party Beneficiary Rights.** This Agreement does not create or intend to confer rights in or on persons or entities not a party to this Agreement.
19. **Choice of Law.** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflicts of law principles) and the decisions of Pennsylvania courts.
20. **Notice.** Notices and reports arising out of, or from, this Agreement shall be in writing and given to the parties at the addresses below, either by regular mail,

facsimile, email, or delivery in person. A party may revise its contact information by providing written notice to the other party.

If to PennDOT:

Kyle E. Kreiser - 2140 Herr Street, Harrisburg PA 17103 - kykreiser@pa.gov

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

If to Contributing Party:

Wayne S. Martin - 123 Walnut Street, Harrisburg PA 17101 -

wsmartin@harrisburgpa.gov

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

21. **Force Majeure.** Neither party shall be liable for failure to perform if the failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- 22. Integration and Merger.** This Agreement, when executed, approved, and delivered, shall constitute the final, complete, and exclusive Agreement between the parties containing the terms and conditions agreed on by the parties. Representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made before or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by this Agreement. No conditions precedent to the performance of this Agreement exist, except as expressly set forth in this Agreement.
- 23. Effective Date.** This Agreement shall not be effective until the necessary Commonwealth officials required by law have executed it. Following full execution, PennDOT shall insert the effective date at the top of Page 1.

[The remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST

City of Harrisburg

Title: Date

BY _____
Title: Date

If a Corporation, a senior corporate officer must sign; 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 _____
District Executive Date

APPROVED AS TO LEGALITY
AND FORM

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

BY _____
for Chief Counsel Date

BY _____
Deputy General Counsel Date

BY _____
for Office of Comptroller Operations Date

BY _____
Deputy Attorney General Date

SR 3018-004 Herr Street Improvements - City of Harrisburg - Sidewalk Contribution Scope of Work

City of Harrisburg will contribute towards the sidewalk reconstruction as part of the PennDOT State Route 3018 Section 004 Project. The sidewalk on both sides of Herr Street is to be replaced and brought up to ADA standards. The sidewalk is owned and maintained by the City of Harrisburg.

Exhibit "A"

PROJECT ESTIMATED COSTS

	Municipality Incurred Costs	Commonwealth Incurred Costs	Phase Totals
Preliminary			
Engineering	\$ _____	\$ _____	\$ _____
Final Design	\$ _____	\$ _____	\$ _____
Utilities	\$ _____	\$ _____	\$ _____
Right-of-Way	\$ _____	\$ _____	\$ _____
Construction	\$ <u>50,000</u>	\$ _____	\$ <u>50,000</u>
SUBTOTALS	\$ <u>50,000</u>	\$ _____	\$ <u>50,000</u>

COST SHARING (Municipality Incurred Costs)

	Federal (0%)	State (0%)	Municipality (100%)	State Act 26 (0%) (If applicable)	Phase Subtotals
Preliminary					
Engineering	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Final Design	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Utilities	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Right-of-Way	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Construction	\$ _____	\$ _____	\$ <u>50,000</u>	\$ _____	\$ <u>50,000</u>
TOTALS	\$ _____	\$ _____	\$ <u>50,000</u>	\$ _____	\$ <u>50,000</u>

COST SHARING (Commonwealth Incurred Cost)

	Federal (0%)	State (0%)	Municipality (0%)	State Act 26 (0%)	Phase Subtotals
Preliminary					
Engineering	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Final Design	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Utilities	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Right-of-Way	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Construction	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTALS	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

TOTAL COST

Federal (\$ _____)	State (\$ _____)	Municipality (\$50,000)	Total (\$50,000)
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COUNTY: Dauphin
MUNICIPALITY: City of Harrisburg
PROJECT NAME: SR 3018-004 Herr Street Improvements

**CITY OF HARRISBURG CONTRIBUTION AGREEMENT COST
ESTIMATE**



Dauphin County
City of Harrisburg
SR 3018-004 Herr Street Improvements
MPMS#: 110486
Completed by: KEK

DATE: 06/27/2019

ITEM NO.	Description	UNIT	UNIT PRICE	QUANTITY	TOTAL
0676-0001	CEMENT CONCRETE SIDEWALK	SY	N/A	N/A	\$ 50,000.00
			Total		\$ 50,000.00

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

EXHIBIT "E"

PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, 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 agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, 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 through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT "F"

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.

EXHIBIT “G”

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.

EXHIBIT "G"

INTER

OFFICE

MEMO

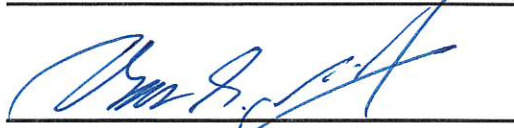
To: HARRISBURG CITY COUNCIL
From: Kirk Petroski, City Clerk
LEGISLATIVE APPROVAL FORM

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2019 RESOLUTION NO. ⁶⁸ -2019

THE ABOVE LISTED ITEM WAS WRITTEN AND PREPARED FOR FINAL INTRODUCTION AT THE HARRISBURG CITY SOLICITOR'S OFFICE ON:


Assistant City Solicitor

9-12-19
Date

Requested by Department/Bureau: Engineering
Department/Bureau Contact Person: Wayne Martin

For Action on or before:

The attached was received in the Office of the City Clerk for introduction on

Received by: 

Date: 9-12-19