

DIRECTIONS FOR THE LUMP SUM ESTIMATE AGREEMENT

- 1) Determine if the reimbursable share of the relocation costs are less than \$50,000.
- 2) Using the information from the Department's request for an estimate and plan, complete the LSEA. The fields requiring entry of data are numbered and correspond to data listed in the Department's letter requesting an estimate and plan. The data for entry in those fields will appear as follows:
 1. State Route number
 2. Section number
 3. County
 4. Type of facility
 5. Project limits; station to station
 6. City, Township or Borough
 7. Name of the City, Township or Borough
- 3) Delete the number that appears in Exhibit "A" and enter the required data.
- 4) The costs for Labor, Materials and Supplies, Equipment, Transportation and Total Reimbursable Relocation Cost constitute the Utility's estimate of cost and must be provided by the Utility. Use only costs that are applicable.
- 5) Enter the total reimbursable relocation cost in the \$ fields in paragraphs "SECOND" and "THIRD".
- 6) If private status is required for relocated facilities, include paragraph "SIXTH". Describe the facilities to be granted private status as noted on the LSEA format for paragraph SIXTH".
- 7) The LSEA and one copy must be hand signed and attested by the Utility personnel designated to have that authority by the Corporate Resolution attached to the Master as "Exhibit C".
- 8) Attach the plan of relocation and the appropriate real property document(s) (right of way easement or affidavit) and forward both copies to the local Department District Office to the attention of the Utility Relocation Administrator.
- 9) After final execution by the Department the Utility's copy of the LSEA will be returned along with a notice to proceed.
- 10) Upon completion of the physical construction, the Utility shall notify the Department in writing that the relocation work has been completed as contemplated in the agreement and that the Department should now make the lump sum payment in accordance with LSEA numbered _____ and dated _____.

Contract No.
FID No.
SAP Vendor No.

THIS AGREEMENT, numbered _____ in
COMMONWEALTH files, made and entered into this _____ day of _____,
_____, by and between the COMMONWEALTH of Pennsylvania, acting through the
Department of Transportation, hereinafter called the DEPARTMENT,

a
n
d

** with its principal place of business located at, **, **, Pennsylvania, hereinafter called
UTILITY.

W I T N E S S E T H

WHEREAS, the Secretary of Transportation, in pursuance of authority vested
in the Secretary by law, is about to undertake a highway construction project on State Route
Section _____, in _____ County, Pennsylvania; and,

WHEREAS, this highway project will, in the opinion of the Secretary of
Transportation, require the adjustment of certain of the UTILITY's facilities, portions of which
are presently located outside the existing public right of way; and,

WHEREAS, in conformance with the terms and conditions of Master Utility
Relocation Agreement number _____, dated _____, between the Parties, UTILITY herein
below estimates the cost of adjusting or relocating its facilities; and,

WHEREAS, UTILITY certifies that it has the right of occupancy in its existing
location because it holds the fee, easement, or other real property interest and that UTILITY
herewith furnishes evidence of such rights.

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 635.410.

NOW, THEREFORE:

In consideration of the foregoing premises and the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the Parties agree as follows:

FIRST - That the UTILITY will make the adjustments to its facilities, consisting of _____, together with fittings and appurtenances thereto between Station _____ and Station _____, on State Route _____, Section _____, in _____ County, of _____, in the manner and at the location approved by the DEPARTMENT at a reimbursable cost estimated as follows:

Labor	\$
Materials & Supplies	\$
Equipment	\$
Transportation	\$
Total Reimbursable Relocation Cost	\$

Detailed plans showing the adjustments or relocation of UTILITY's facilities, along with real property documentation are attached hereto as exhibit (A).

SECOND - The Parties agree that a lump sum of (\$ _____) dollars attributable to the relocation of those facilities of UTILITY located outside of the public right of way, shall be paid by the DEPARTMENT to the UTILITY, which UTILITY agrees to accept as settlement for Utility's expenses to adjust, transfer and/or reconstruct its facilities in/or from private right of way.

THIRD - That the UTILITY will within _____ calendar days of the DEPARTMENT's authorization to proceed with such work, complete the adjustments contemplated by this agreement in a manner satisfactory to the DEPARTMENT, and upon certification in writing by the UTILITY of such completion and upon UTILITY furnishing an invoice in the agreed to lump sum amount, the DEPARTMENT shall pay to the UTILITY the DEPARTMENT's share, exclusive of any betterments and charges for interest on construction money, which amount is (\$ _____) dollars.

FOURTH - That, upon receipt of the payment stipulated in Paragraph Third and subject to all other terms of this agreement, the UTILITY for itself, its successors and assigns, shall and does hereby quitclaim, release and forever discharge the DEPARTMENT, its agents, officers and employees, from any and all claims and damages incurred by virtue of the relocation of the aforesaid UTILITY facilities.

FIFTH - The Commonwealth will make payments to the recipient of the funding through the Automated Clearing House ("ACH"). Within 10 days of the contract execution date, the recipient of the funding must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Service Center, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street- 9th Floor, Harrisburg, PA 17101 A copy of the ACH enrollment form can be obtained online at:

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

SEVENTH - That, inasmuch as the facilities to be located within the highway right of way at the Stations listed below, in accordance with this Agreement, are not presently located within the legal right of way limits of any public highway, such facilities, together with any additions to and substitutes therefore duly made by the utility, will continue to be regarded by the DEPARTMENT as if they were located outside Public right of way for the purpose of determining liability for relocation costs in the event of further relocation thereof required by the DEPARTMENT, in which event the DEPARTMENT will be responsible for payment of relocation costs and for providing substitute right of way.

NOTES:

PRIVATE STATUS SHALL BE DESCRIBED AS FOLLOWS:

CROSSINGS - USE A SINGLE STATION OR SEGMENT AND OFFSET

EXAMPLE: *Crossing SR 0010 at Station 30+35 or Segment 0023, Offset 0050.*

LONGITUDINALLY - USE STATION TO STATION OR SEGMENT AND OFFSET TO SEGMENT AND OFFSET LEFT OR RIGHT (NOT FOR POLES, AERIAL CABLES OR CONDUCTORS)

EXAMPLE: *Longitudinally on SR 0010 between Station 22+50 and 23+50 Lt. or Segment 0023 Offset 0014 and Segment 0023 Offset 0114 Lt.*

LOCATED - USE A SINGLE STATION OR SEGMENT AND OFFSET (FOR POLES, FIRE HYDRANTS, ETC.)

EXAMPLE: *Located on SR 0010 at Station 30+35 Lt. or Segment 0023, Offset 0050 Lt.*

IN WITNESS WHEREOF, the parties have executed with Agreement the date first above written.

ATTEST

(Utility Name)

BY _____
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 _____
Central Office Utility Administrator Date

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

BY _____
Chief Counsel Date

BY _____
Assistant Counsel Date

FUNDS COMMITMENT DOCUMENT
NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. _____
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT \$ _____

BY _____
Signature Date
for Comptroller Operations

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.