

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT (the "Agreement"), dated the _____ day of _____, 20____, is between

UNION TOWNSHIP, a political subdivision of Washington County, Pennsylvania, with its principal office located at 3904 Finleyville-Elrama Road, Finleyville, Pennsylvania, 15332 (the "Township");

AND

_____, maintaining a business address of _____ (the "Company").

WITNESSETH

WHEREAS, the Township, is required to repair and maintain the public highway system of the Township; and

WHEREAS, the Company desires to open cut several roads within the Township for the purpose of the laying of pipes and/or conduits through and under the public highways of the Township; and

WHEREAS, the Company has requested the Township to permit the open cutting of _____ section(s) of highway described in Exhibit A (herein "Roads") for the purpose of laying herein referenced pipes through the roads and highways maintained by the Township; and

WHEREAS, the Township has agreed to permit the Company, its owner and subsidiaries, partners, agents, officers, servants, employees, representatives, contractors and/or subcontractors (the "Company Entities") to cut the Roads as described in Exhibit B (herein "Permit(s)") provided that the Company agrees to provide for the complete and adequate repair and maintenance of the Roads as provided hereafter; and

WHEREAS, this document shall be wholly incorporated with the Permit(s) and be considered to be one document containing and representing all the obligations and rights of the parties subject to this agreement, as incorporated both by this agreement and the Permit(s).

NOW, THEREFORE, in consideration for the following terms, covenants, conditions, and agreements herein contained, the parties hereto agree as follows:

1. When the Company Entities complete their cutting of Township roads and laying of pipe, the Roads shall be repaired according to Township Construction Standards, following methods promulgated by the Department of Transportation of the Commonwealth of Pennsylvania ("PennDOT").

2. That an inspector, to be chosen by Union Township (the "Inspector"), shall be present at any and all restoration efforts of the Roads, and that said restoration shall be done to any and all specifications and interpretation by the Inspector of Township and PennDOT specifications.
3. Prior to the commencement of any work by the Company, a surety bond of no less than 110% of the cost of the project (\$_____) shall be posted (hereinafter the "Maintenance Bond") and said bond shall act as a surety for the work to be performed by the Company, its agents, employees and assigns, as permitted by the Township. The cost of the project shall be determined by a signed and sealed cost estimate from an engineer licensed in the Commonwealth of Pennsylvania.
4. At such time as final restoration of the Roads is completed, the Company shall repave all the Roads subject to the Township Construction Standards in place at the signing of this agreement, unless otherwise agreed upon. All measurements of the repaving are to be made by the Inspector and each repaving shall not be deemed complete until a final approval of the Inspector has been submitted in writing to the Township.
5. The Company shall be liable for any and all damages which may be created by their conduct.
6. This agreement has been made in accordance with, and its interpretation and enforcement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law.
7. **HOLD HARMLESS:** The Company shall hold the Township harmless from and indemnify the Township against any and all claims, demands and actions based or arising out of any activities performed by the Company and its employees and agents under this Contract; and shall defend any and all actions brought against the Township based upon any such claims or demands. It is understood and agreed that the Township shall be added as a named insured and proof thereof shall be provided to the Company's standard liability insurance policies to protect, or shall be endorsed to protect the Township from claims of bodily injury and/or property damage arising out of any activities performed by the Company or its employees or agents under this Contract, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Company's premises whether or not actually engaged in the project at the time the claim incurred. Such policies shall not include any provision limiting then existing sovereign immunity of the Township or of its agents or employees. The Company hereby agrees that if for whatever reason a defense is not provided under Company's insurance policy, all costs of defense of the Township will be the sole responsibility of the Company. At any time during the term of this Agreement, upon request, the Company shall furnish to the Township proof of insurance as required by this paragraph.
8. **OTHER LIABILITY REQUIREMENTS:** The Company shall provide worker's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for worker's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Contract.

9. **COMPLIANCE.** At all times during the term of this Agreement, the Company, its employees, agents and assigns shall comply with all applicable Federal, State and Local rules and regulations.

10. **ASSIGNMENT:** This Contract shall be binding upon and insure to the benefit of the Township, the Company, and their respective successors and assigns, except that the Company may not assign or transfer its rights hereunder without the prior written consent of the Township. Approval of an assignment does not establish any legal relationship between the Township and any other third party, and under no circumstances shall the Township be held liable for any act or omission committed pursuant to such an assignment.

11. **INDEPENDENT CONTRACTOR:** Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Company are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Township and the Company.

12. **INTEREST OF PARTIES AND OTHERS:** No officer, member, employee, independent contractor or elected official of the Township and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Township or any member of its governing body have any interest direct or indirect in this contract or the proceeds thereof.

12.1. The Company covenants that the Company (including directors, officers, members and employees of the Company) presently has no interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Contract. The Company further covenants that no person having any such interest shall be employed in the performance of activities for this Contract.

13. **TEMPORARY SUSPENSION OF THE CONTRACT:** Upon written notice and at any time during the period covered under this Contract, the Township may suspend any part of the Contract activities. The Township may give such notice to suspend for the following reasons:

13.1. Violations of laws and regulations of laws and regulations, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance, or criminal activity.

13.2. When, in the opinion of the Township, the activities cannot be continued in such manner as to adequately fulfill the intent of statutes or regulations due to an act of God, strike or disaster.

14. **TERMINATION OF THE CONTRACT:** The Township may terminate this Contract at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Company of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Company is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination.

15. **ENTIRE AGREEMENT:** This Road Maintenance Agreement sets forth all of the agreements, conditions, covenants, representations, warranties, and understandings between the parties with respect to the subject matter hereof. No subsequent amendment, modification, or waiver of any of the provisions of this Road Maintenance Agreement shall be effective unless in writing and signed by the parties hereto.

-- SIGNATURE PAGES TO FOLLOW --

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date hereinabove set forth.

ATTEST:

UNION TOWNSHIP:

Secretary

Chairperson

Supervisor

Supervisor

Supervisor

Supervisor

COMMONWEALTH OF PENNSYLVANIA)

)SS:

COUNTY OF WASHINGTON)

On this, the _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____ as _____ Chairperson of the Union Township Board of Supervisors, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date hereinabove set forth.

ATTEST:

BY:

Name

Title

Address

_____)

)SS:

COUNTY OF _____)

On this, the _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____ as _____ of _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Exhibit A
Road Cut Plan(s)

Exhibit B

Township Road Cut Permit(s)