

ROAD PROTECTION/REPAIR AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 2012, by and between:

EAST HUNTINGDON TOWNSHIP, a Second Class Township, organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal address at 2494 Route 981, Alverton, East Huntingdon Township, Westmoreland county, Pennsylvania 15672, hereinafter referred to as "**TOWNSHIP**"

-and-

_____, a Sole Proprietorship/L.L.C./
Full Name
Corporation, of
_____, hereinafter referred to
Complete Address
as " _____ "

WHEREAS, _____ is currently in the process of
Name
hauling materials, equipment or other overweight items in East Huntingdon Township
Westmoreland county, Pennsylvania; and

WHEREAS, _____ intends to use township roadways and
Name
township bridges as part of the hauling project; and

WHEREAS, it is anticipated that transportation of the vehicles, equipment, materials and machinery by _____ and/or its agents, employees or
Name
subcontractors will create a nuisance condition as a result of dirt or debris on the roadway or bridges and a dangerous condition as a result of potential damage to the roadways and bridges which may require temporary closure or repairs to various portions of township roadways or township bridges which have

been paved, improved, well- maintained and have an anticipated weight limit of less than ten (10) tons;
and

WHEREAS, Township will permit the use of roadways and bridges for the purposes of transportation of vehicles, equipment, machinery and materials for the above-stated project during the time the _____ intends to use said roadways
Name
and bridges and to maintain the roadways and bridges in substantially the same condition as the roadways or bridges existed on the date of execution of this agreement or until the anticipated overweight hauling in East Huntingdon Township is no longer required under the existing proposal/contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and intending to be legally bound under the Pennsylvania Uniform Written Obligations Act and other Pennsylvania statutes, the parties hereto stipulate, covenant and agree as follows:

1. _____ will be permitted to use township
Name
roadways and township bridges from the execution of this Agreement or until the anticipated overweight hauling in East Huntingdon Township is no longer required under the existing proposal/contract. The township roads and bridges include all roads and bridges within East Huntingdon Township and particularly include _____

List Roadways

together with all township roadways and bridges whether said roadways or bridges are damaged directly or indirectly as a result of overweight transit or damaged as a result of equipment use or

through the cutting of roadways or drilling beneath the roadways.

2. _____ shall maintain the township roadways
Name

and bridges in substantially the same condition as existed on the date which the hauling project was commenced. The East Huntingdon Township Supervisors/Engineer shall, from time to time, inspect said roadways and bridges and in their sole and exclusive determination to subjectively determine whether the roadways and bridges are being maintained in substantially the same condition as existed prior to commencement of the overweight hauling project by

Name

In the event that representatives of the township shall exclusively and subjectively determine that all or any portion of the aforesaid roadways or bridges, including berms and drainage facilities are not being properly maintained, then in the event, representatives of the township shall give written notice to _____

Name of Company and President

of the Township's evaluation of the road condition and the corrections that need to be made.

_____ shall correct said defective conditions within five (5) days
Name

following the date the township verbally notified and mailed written notice of the roadway conditions to _____

Name of President

unless it is determined that the condition is an emergency situation which requires immediate repair, which shall be done immediately by _____

Name

3. It is understood and agreed that the road maintenance requirements contained herein are totally reasonable and constitute an ongoing obligation and shall be performed while in the process of hauling overweight units or hauling or removing equipment, machinery, supplies and other materials to

the various sites in East Huntingdon Township and transporting various trucks and pieces of machinery, equipment, or other materials needed in the hauling project as anticipated.

4. Contractor shall not permit or cause mud or other debris to accumulate or accrue on any township road or bridge within East Huntingdon Township, including, but not limited to the aforesaid township roads and bridges specifically identified in this Agreement.

5. The obligation of contractor for repair and maintenance under this Agreement shall extend to any bridges or other supporting structures situate beneath the aforesaid township roads, of any, drainage ditches, berms or any other township road used by hauling contractor during the hauling project or transportation of equipment as anticipated in hauling project within the Township.

6. The decision to repair and maintain the roadways and bridges shall be the sole, exclusive and subjective evaluation of East Huntingdon Township Supervisors and contractor stipulates and agrees that the East Huntingdon Township Supervisors' opinion with regard to repair and maintenance is totally reasonable.

7. Should contractor fail to correct defective conditions in the aforesaid roadways or bridges on or before five (5) days after notification by East Huntingdon Township Supervisors as provided herein, then in that event, the Township shall have the right to either correct such condition itself or, alternatively, to have the condition corrected by a third party contractor and shall bill the cost of said work to contractor, which costs are deemed reasonable, necessary and shall be paid within five (5) days.

8. If contractor does not pay the cost of work repaired by the Township or a subcontractor within five (5) days of receipt of the Township's invoice and demand for payment, then in the event, _____
Name

hereby empowers any attorney of any court of record within the United States or elsewhere to appear for it individually and/or jointly and with or without declaration file judgment or

judgments against it. individually or jointly, in favor of East Huntingdon Township as of any term for the sum remaining unpaid, interest thereon at the rate of 1% per month, costs of suit, and attorney's commission of \$1,000.00 or 20% for collection with release of all errors and the right to issue execution forthwith upon default as aforesaid. The authority and power to appear and enter judgment is not exhausted by the initial exercise of this power, and it may be exercised as often as necessary and desirable to enforce the obligation. The parties executing this Agreement intend to be legally bound by this provision.

9. In the event that East Huntingdon Township is required to either repair the road or to have the repairs done by some third party, then in that event, East Huntingdon Township reserves the right to terminate all use of township roadways and bridges under the terms of this Agreement and to use whatever legal remedies are available to restrict

_____ from further utilizing said township roadways and
Name
bridges or any portion thereof for the purposes herein set forth, which Agreement is deemed to reasonable and legally binding and which shall have no effect on contractor's obligation to complete the hauling contract which is the sole and exclusive responsibility of contractor.

10. Contractor is totally responsible for all actions, direct or indirect, which may occur as a result of the failure or refusal to repair roadways or bridges or to make payment.

11. _____ agrees to obtain all necessary
Name
permits from the Township and from all applicable local, state and/or federal agencies for transport of equipment on township roadways and bridges and/or federal agencies for transport of equipment on township roadways and bridges and/or for repair of roadways and bridges as required herein.

12. Contractor hereby accepts all obligations of this Agreement, waives any and all rights it may have, if any, to object to the Township's legal capacity to enforce the terms hereof.

13. _____ stipulates and agrees that the
Name

terms and conditions of this obligation are reasonable and voluntarily executed.

14. This agreement is the entire understanding of the parties hereto and may not be altered, amended or revised, except by writing signed by all parties and attached hereto.

15. This agreement shall be binding upon the parties hereto, as well as their legal successors, heirs, and assigns, and has been voluntarily executed by the parties as being fair and reasonable, and the parties executing this Agreement certify that they have full and complete legal authority to execute this legally binding contract.

IN WITNESS WHEREOF, The parties hereto have affixed their hands and seals the day and year first above written.

EAST HUNTINGDON TOWNSHIP

By: _____

Paul E. Hodgkiss ,Chairman

By: _____

Joel B. Suter, Supervisor

By: _____

Howard Keefer, Supervisor

ATTEST:

Cynthia Walthour, Secretary

(SEAL)

 Full Name Of Contractor

By: _____
 ,President

ATTEST:

 ,Secretary

Phone Number: _____

(SEAL)

Mailing Address: _____
