

24-02
PennDOT AGREEMENT NO. _____

78260

24-02

THIS AGREEMENT, made and entered into this 4th day of April, 1994, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter called the COMMONWEALTH;

AND

WEST BRADFORD TOWNSHIP _____, a political subdivision of the Commonwealth of Pennsylvania, acting through its duly elected officials hereinafter called the MUNICIPALITY.

WITNESSETH:

WHEREAS, certain public highways, including bridges, approaches, approaches, in the MUNICIPALITY have been adopted as a part of the State Highway system to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions set forth subject to the limitations contained in the Act relating to State highways as State highways, and the Act of May 27, 1933, P.L. 1100, Act of June 1, 1935, P.L. 124 and the Act of September 18, 1939, P.L. 1329; as supplemented and amended and,

WHEREAS, under the "State Highway Law" Act of June 1, 1935, P.L. 124, Section 408, as amended by Act No. 68, approved March 5, 1938, P.L.

159, the Department of Transportation of the Commonwealth of Pennsylvania, acting in the discretion of the Governor, has entered into agreements with municipalities to repair and maintain State highways or portions thereof, including the construction or reconstruction of bridges thereon, within their areas of jurisdiction and,

WHEREAS, the COMMONWEALTH and the MUNICIPALITY desire to enter into an agreement relating to the maintenance at the location set forth above in order to facilitate the safe and unimpeded flow of vehicular traffic over said State highways within the MUNICIPALITY in accordance with the terms, covenants and conditions set forth in this agreement.

NOW, THEREFORE, the parties to this agreement, for and in consideration of the foregoing premises and of the mutual promises set forth in this Agreement, with the intention of being legally bound, agree to the following terms and conditions:

1. The MUNICIPALITY will, with its forces and at its cost, perform certain maintenance functions as shown on the attached Exhibits, and the COMMONWEALTH will, at its cost, supply certain agreed upon materials for placement (or, in lieu of said materials, a cash payment) as are also designated on the attached Exhibits. The obligation of the MUNICIPALITY shall be to install, construct, and place said materials and supply the necessary manpower, equipment and additional materials and all necessary traffic protection.

The work described in paragraph 1 will be done in accordance with the specifications and under conditions set forth in Exhibit "C" which is attached to and made a part of this Agreement.

3. The MUNICIPALITY shall provide the COMMONWEALTH with a written report on the progress of the project. The report shall contain information on the amount of work completed, and the amount of work remaining to be done, the costs to the MUNICIPALITY, and any problems encountered during the course of work.

4. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH, even without being subject to inspection by the Secretary of Transportation, the District Engineer, and/or their duly authorized representatives and, where applicable, be done in accordance with the Manual of Transportation Specifications Form 408 (1983) and its amendments.

5. If the MUNICIPALITY fails to comply with the terms of this agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. In the event the Agreement is so terminated, then neither party shall be further obligated to the other, except to the extent that the MUNICIPALITY shall restore the highway to its pre-work condition.

6. The MUNICIPALITY shall comply with the conditions set forth in Exhibit "C", which is attached to, and made a part of, this Agreement.

said Exhibit being the State Clause prohibiting discriminatory practices by the MUNICIPALITY.

7. The MUNICIPALITY shall and does hereby agree to defend, indemnify and save harmless, the COMMONWEALTH, the Department of Transportation, and all of its officers, agents, and employees, from all suits, actions, or claims of any character, name, or description, brought for or on account of any alleged injuries, deaths, or damages sustained or sustained by any person, persons or property, living, or as a consequence of, the performance of the services provided for under the terms of this Agreement, by or from the MUNICIPALITY, its agents, servants and employees, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work area, or on account of any act, omission, neglect or misconduct of the MUNICIPALITY, its servants, agents and employees, during the effective period of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed, attested and entered by their proper officers and persons in due and legal action authorizing the same to be shown in public and your first above written.

ATTEST:

CLERK OF THE BOARD OF SUPERVISORS
DEPARTMENT OF TRANSPORTATION

[Handwritten Signature]

[Handwritten Signature]

BY: _____
Deputy Secretary of Transportation

(SEAL)

ATTEST:

MUNICIPALITY: West Bradford Township

[Handwritten Signature]

BY: *[Handwritten Signature]*

Title: Township Manager

Title: Chairman, Board of Supervisors

(SEAL)

BY: X *[Handwritten Signature]*

Title: Vice Chairman, Board of Supervisors

APPROVED AS TO LEGALITY AND FORM:

BY: *[Handwritten Signature]*
Assistant Attorney General

DEPUTY CHIEF OF COUNSEL

*Resolution of Municipality to be attached.

UNIT OF CANTON
5/11/58

SECTION 80.10
N.Y.S. E.C.C.

EXHIBIT 'A'

PART OF WAY

SECTION 80.10

SECTION 80.10

SECTION 80.10

SECTION 80.10

SECTION 80.10

SECTION 80.10

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