

ROAD BORE AGREEMENT

THIS ROAD BORE AGREEMENT (The “Agreement”) is made this _____ day of _____, 20____, between the Board of Supervisors of **Donegal Township**, a political subdivision of the County of Washington, a body corporate and politic organized under the laws of the Commonwealth of Pennsylvania, with an address of **34 North Liberty Street, P.O. Box 310, West Alexander, Pennsylvania 15376** (hereinafter referred to as the “Township”) and _____ (herein after referred to as “Operator”) a wholly owned business with a mailing address of _____.

WITNESSETH

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

WHEREAS, the Operator desires to bore under the roads within the Township for the purpose of the laying of pipes for the transmission of gas through and under the public highways of the Township; and

WHEREAS, the Operator has requested the Township to permit the boring of _____ (T-), (Latitude) (Longitude) described in Exhibits “A” (herein “the Road”) for the purpose of laying herein referenced transmission pipes through the roads and highways maintained by the Township; and

WHEREAS, the Township has agreed to permit the Operator, its owner and subsidiaries, partners, agents, officers, servants, employees, representatives, contractors and/or subcontractors (the “Operator Entities”) to bore the Roads as described in Exhibits “B” through “C” (herein “the Permit(s)”) provided that the Operator 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 Permits 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 Permits (Exhibits “B” through “C”) attached hereto.

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

1. When the Operator Entities complete their boring of Township roads and laying of natural gas transmission pipe, the Roads shall be repaired according to the specifications and requirements for similar roads in the Commonwealth as promulgated by the Department of Transportation of the Commonwealth of Pennsylvania.

2. That an inspector, to be chosen by Donegal Township (hereinafter “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 PENNDOT specifications.

2.1 The inspector will be compensated at a rate of Fifty Dollars (\$50.00) per hour at the expense of the Operator.

3. Prior to the commencement of any work by the Operator, a surety bond of no less than **Ten Thousand Dollars (\$10,000.00)** shall be posted (herein the “Maintenance Bond”) and said bond shall act as a surety for the work to be performed by the Operator, its agents, employees and assigns, as permitted by the Township.

4. If there is any damage caused by the road bore, the Operator shall repave all the Roads subject to the following conditions;

4.1 The paving shall extend for a distance of no less than ONE HUNDRED (100') feet in each direction from the center line of the road cut for a total of TWO HUNDRED (200') feet.

4.2 The paving shall be of a depth of no less than ONE and ONE-HALF inches (1 1/2”) for all of the TWO HUNDRED (200') feet of paving set forth in 4.1.

4.3 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 Operator 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 Operator 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 Operator 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 Operator's standard liability insurance policies shall 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 Operator 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 Operator's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Township or of its agents or employees. Upon request, the Operator shall furnish to the Township proof of insurance as required by this paragraph.

8. **OTHER LIABILITY REQUIREMENTS:** The Operator shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen'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 WITH STATE STATUTES AND STATE REGULATIONS:** The Operator also agrees to comply with all applicable state statutes and regulations.

10. **NONDISCRIMINATION/SEXUAL HARASSMENT PROVISIONS:** During the term of this Contract, the Operator agrees as follows:

- 10.1 In the hiring of any employee(s) for the manufacture of supplies, the performance of work, or any other activity required under the Contract or any subcontract, the Operator, subcontractor, or any person acting on behalf of the Operator or subcontractor shall not, by reason of gender race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 10.2 Neither the Operator nor any subcontractor nor any person on their person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Contract on account of gender, race, creed, or color.
- 10.3 The Operator and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- 10.4 The Operator shall not discriminate by reason of gender, race, creed or color against any subcontractor or supplier who is qualified to perform the work to which the Contract relates.
- 10.5 The Township 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.

11. COMPLIANCE WITH STATE CONTRACTOR RESPONSIBILITY PROGRAM: For purposes of these provisions, the term Operator is defined as any person, including but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Township.

- 11.1 The Operator must certify, in writing, for itself and all of its subcontractors, that as of the date of its execution of any governmental contract, that neither the Operator, nor any subcontractor, nor any suppliers are under suspension or debarment by the Commonwealth of PA or any governmental entity, instrumentality, or authority and, if the Operator cannot so certify, then it agrees to submit a written explanation of why such certificate cannot be made.
- 11.2 The Operator must also certify, in writing, that as of the date of its execution, it has no tax liabilities or other Commonwealth obligations.
- 11.3 The Operator's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Operator shall have an obligation to inform the Township if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or government entity. Such notification shall be made within fifteen (15) days of the date of suspension or debarment.
- 11.4 The failure of the Operator to notify the Department of its suspension or debarment by the Commonwealth, or any state, or the federal government shall constitute an event of default of the Contract with the Township.

12. COMPLIANCE WITH ANTI-POLLUTION REGULATIONS:

The Operator and its subcontractors agree that in the performance of their obligations under this Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

13. CONTRACTOR INTEGRITY PROVISIONS:

- 13.1 The Operator shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in

violation of state or federal laws, regulations or other requirements that govern contracting with the Commonwealth.

- 13.2 The Operator shall not disclose to others any confidential information gained by virtue of this Contract.
- 13.3 The Operator shall not, in connection with this or any other agreement with the Township, directly or indirectly offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by an officer or employee of the Township.
- 13.4 The Operator shall not, in connection with this or any other agreement with the Township, directly or indirectly offer, give, or agree or promise to give to anyone any gratuity for the benefit of, or at the direction or request of, any officer or employee of the Township.
- 13.5 Except with the consent of the Township, the Operator shall not have financial interest in any other contractor, subcontractor or supplier providing services, labor or material on this project.

14. ASSIGNMENT: This Contract shall be binding upon and inure to the benefit of the Township, the Operator, and their respective successors and assigns, except that the Operator 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.

15. INDEPENDENT CONTRACTOR: Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Operator 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 Operator.

16. 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.

16.1 The Operator covenants that the Operator (including directors, officers, members and employees of the Operator) 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 Operator further covenants that no person having any such interest shall be employed in the performance of activities for this Contract.

17. 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:

17.1 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.

17.2 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.

18. 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 Operator of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Operator 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.

19. 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.

IN WITNESS WHEREOF, both the Township and the Operator, intending to be legally bound hereby, have unto placed their hands and seals in duplicate effective as of the date first above written.

ATTEST:

DONEGAL TOWNSHIP

Judith Taylor, Secretary/Treasurer

BY: _____
Richard Fidler, Chairman

ATTEST:

_____ **BY:** _____

PAVING DIMENSIONS FOR ROAD BORES

Diameter	Paving Each Side	Paving Total
Under 12"	100'	200'
13' – 18'	125'	250'
19" – 24"	150'	300'
25' – 30'	175'	350'
Over 30"	200'	400'