Agreement No. _____
SAP No. _____
Federal Tax I.D. _____

ROUNDABOUT MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of _____, 20___, between the Commonwealth of Pennsylvania, acting through the Department of Transportation, herein called PENNDOT,

and

_____, _____ County, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter called the MUNICIPALITY.

WITNESSETH:

WHEREAS, PennDOT intends to install a roundabout(s) (hereinafter termed the "Roundabout" whether singular or plural) at the following location(s) (hereinafter termed the "Project"):

_____

_____

_____

WHEREAS, the cost of installing a Roundabout(s) at this (these) location(s) is being partially or totally funded with state and/or federal funds; and

WHEREAS, the MUNICIPALITY has agreed, upon completion of the Project, to assume year-round responsibility for maintenance of components of the roundabout; and,

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 hereto agree as follows:

1. PENNDOT will, with its own forces or by contract, construct the Project and install the Roundabout in accordance with the plans prepared by PENNDOT, which are incorporated herein by reference as though physically attached, including the following Roundabout components:
    - Concrete splitter islands.
    - Center island.
    - All landscaping associated with the roundabout, including in the center island and splitter islands. This includes vegetated and non-vegetated items such as grass, shrubs, trees, rocks, and associated drainage and lighting.
    - Truck apron around the center island.
    - All curbs associated with the roundabout.
    - Americans with Disabilities Act-compliant sidewalks and adjacent curb ramps when applicable; (see paragraph 3 below)
    - Americans with Disabilities Act-compliant median refuge areas when applicable..
    - All signing associated with the roundabout including, but not limited to, yield, roundabout ahead, pedestrian crossing, road name, and chevron signs. (See paragraph 3 below.)
    - All pavement markings associated with the roundabout, including, but not limited to, yield lines, pavement markings along the splitter islands and within the circulating roadway, and crosswalk pavement markings. (See paragraph 3 below.)
    - Electrical roadway lighting system, including poles, arms, bases, conduit, junction boxes, wire, cables, luminaires, controls, related equipment, and energizing (hereinafter referred to as the "Lighting System."). (See paragraph 6 below.)

2. Upon completion of the Project, PENNDOT will send to the MUNICIPALITY a written notice of completion.

3. Upon receipt of the notice of completion, the MUNICIPALITY shall, at its sole cost and expense, be responsible for the year-round maintenance and repair of the Roundabout.

   a. Year-round maintenance and repair includes, without limitation, maintaining the Roundabout components in a state of good condition, generally maintaining the number and condition of the landscape plantings, and maintaining growth so that required sight distance is not obstructed.

   b. Sidewalk maintenance includes, without limitation, clearing and removal of snow and ice and application of anti-skid or de-icing materials. Pedestrian facilities within the splitter islands are considered part of the sidewalks that will require maintenance by the MUNICIPALITY. Furthermore, the MUNICIPALITY, at its sole cost and expense, shall be responsible for all future construction or alterations to the sidewalk necessary to ensure continuing compliance with the Americans with Disabilities Act ("ADA") and the federal regulations promulgated under its authority. The MUNICIPALITY shall diligently and strictly enforce its applicable sidewalk ordinances.

   c. If PENNDOT determines that any of the Roundabout components are not in a state of good condition, including but not limited to maintaining signing, pavement markings, lighting, and sidewalk in accordance with approved plans, and vegetated or non-vegetated landscaping components that obstruct sight distance, PENNDOT will promptly notify the MUNICIPALITY, which will promptly complete the necessary work within 14 calendar days. The MUNICIPALITY will be responsible for the cost and implementation of any revisions/refinements to the signage and/or pavement markings or any other Roundabout components listed above, as deemed necessary by PENNDOT, to ensure the safety and efficient function of the roundabout after it has been opened to traffic. If the work is not completed within 14 calendar days, PENNDOT may complete the work at the MUNICIPALITY's expense, in accordance with paragraph 9 below. The MUNICIPALITY may request a cure period to address any deficiencies identified by PENNDOT. Approval of a cure period request, including any extensions, is at PENNDOT's discretion and will not be unreasonably withheld.

4. PENNDOT will, with its own forces or by contract, be responsible for clearing and removal of snow and ice and application of anti-skid or de-icing materials within the paved roadway and shoulders.

5. PENNDOT will, with its own forces or by contract, be responsible for maintenance and future replacement of the bituminous pavement structure of the roadway and shoulders.

6. PENNDOT, by contract and with federal aid, if applicable, and without cost to the MUNICIPALITY, shall furnish and install the Lighting System for the Project, at the places and positions and in the intensities shown on the Lighting Plan. Upon receipt of the notice of completion, all of PENNDOT's right, title and interest in and to the Lighting System, at the places and positions and in the intensities shown on the Lighting Plan, shall transfer to the MUNICIPALITY. The MUNICIPALITY shall assume ownership, custody and control of it, as authorized in the resolution attached to and made part of this Agreement as Exhibit "A," subject to the following terms and conditions:

   a. The MUNICIPALITY, at its sole cost and expense, shall energize, operate and maintain the Lighting System, in a good state of repair, satisfactory to PENNDOT, so as not to constitute an impediment, either horizontally or vertically, to the vehicular use of the entire traveled width of the roadway. The MUNICIPALITY shall also provide such safeguards, at the site of any maintenance or repair work undertaken under this Agreement, as needed to protect the safety of the traveling public during the course of such work.

b. Upon expiration of the guarantee to be furnished by PENNDOT's contractor in accordance with PENNDOT's Specifications, Publication 408 (current edition), its amendments and supplements ("Publication 408"), the MUNICIPALITY, at its cost and expense, shall replace all defective units, poles, bases, arms, junction boxes, wire, cables, conduit, luminaires, controls and other components of the Lighting System, in accordance with Publication 408. The MUNICIPALITY shall not make any replacement without first securing PENNDOT approval.

c. PENNDOT reserves the right, and the MUNICIPALITY gives to PENNDOT the right, to repair, subject to reimbursement by the MUNICIPALITY of the cost, any or all of the parts of the Lighting System not maintained in a condition satisfactory to PENNDOT.

d. The MUNICIPALITY is solely responsible for making all contractual arrangements with the electric utility(ies) and (if involved) the maintenance contractor(s), to make certain the performance of all services and supply of all materials as required.

e. Any or all agreements into which the MUNICIPALITY enters with the electrical utility(ies) and (if involved) the maintenance contractor(s) shall contain a clause prohibiting the use of the Lighting System for any purpose other than highway lighting.

7. PENNDOT shall have the right, at any given time, to terminate this Agreement by giving the MUNICIPALITY thirty (30) days written notice. In the event of such termination, the MUNICIPALITY's responsibilities under this Agreement, except those of liability, whether financial, in tort or otherwise, shall terminate.

8. The MUNICIPALITY shall indemnify, save harmless, and defend (if requested) PENNDOT, its officers, agents, and employees from all suits, actions, or claims of any character, name, or description brought for on account of any injuries to or damages received or sustained by any person, persons or property by or from the MUNICIPALITY, its contractors, their officers, agents and employees as a result of the obligations assumed by the MUNCIPALITY under this Agreement.

9. If the MUNICIPALITY shall fail to perform any of the terms, conditions, or provisions of this Agreement and fails to pay PENNDOT within forty-five (45) days of receipt of an invoice for work performed by PENNDOT in place of the MUNICIPALITY, as provided in subparagraphs 3.c and 6.c above, the MUNICIPALITY authorizes PENNDOT to withhold so much of the MUNICIPALITY's Liquid Fuels Tax Fund Allocation as may be needed to complete any necessary work and to reimburse the PENNDOT in full for all costs due thereof, and does hereby and herewith authorize PENNDOT to withhold such amount and to apply such funds, or portion thereof, to remedy the default.

10. The MUNICIPALITY shall enact and/or adopt such ordinances and/or resolutions as may be necessary to effect the purposes of this Agreement.

11. The MUNICIPALITY agrees that PENNDOT may offset the amount of any state tax or PENNDOT liability of the MUNICIPALITY or its affiliates and subsidiaries that is owed to PENNDOT against any payments due the MUNICIPALITY under this or any other contract with PENNDOT.

12. The MUNICIPALITY agrees to comply with the Nondiscrimination/Sexual Harassment Clause (Exhibit "B"), the Contractor Integrity Provisions (Exhibit "C"), the Contractor Responsibility Provisions (Exhibit "D") and the Provisions Concerning the Americans with Disabilities Act (Exhibit "E"), all of which are attached to and made part of this Agreement. As used in these exhibits, the term "contractor" refers to the MUNICIPALITY.

13. All notices, consents, approvals or any other communications required or desired to be given under this Agreement shall be in writing and shall be deemed to have been duly delivered (a) if personally delivered; (b) if sent, postage prepaid, by United States certified mail; or (c) if sent by a courier service that guarantees next day delivery, to the addresses appearing below:

To MUNICIPALITY:

To PENNDOT:

or to such other addresses as the parties may provide to each other from time to time.

14. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "F" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.

15. This Agreement shall not be effective until it has been executed and approved by all necessary Commonwealth officials as provided by law.

16. Upon execution, this document, together with all exhibits and attachments annexed to it, shall constitute the entire agreement between the parties and completely expresses their intent. All prior or contemporaneous agreements are hereby merged into this document. No amendment or modification of the Agreement shall be valid unless it is in writing and is duly executed and approved by the parties.

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

ATTEST

_____

Title: DATE

MUNICIPALITY

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_____

Deputy Secretary or Designee DATE

APPROVED AS TO LEGALITY
AND FORM

BY_____

for Chief Counsel DATE

BY_____

Deputy Attorney General DATE

BY_____

Deputy General Counsel DATE

FUNDS COMMITMENT DOCUMENT NO.___
CERTIFIED FUNDS AVAILABLE
UNDER SAP NO._____
SAP COST CENTER_____
GL ACCOUNT_____
AMOUNT_____

BY_____

for Comptroller DATE




YIELD
YIELD
YIELD