

**MEMORANDUM OF AGREEMENT
BETWEEN
BUTLER COUNTY, PENNSYLVANIA AND
CRANBERRY TOWNSHIP, BUTLER COUNTY,
PENNSYLVANIA**

**FEDERAL 2020 BUILD GRANT FOR
THE GATEWAY 228 PROJECT**

The MEMORANDUM OF AGREEMENT (Agreement) made this 30th day of Nov, 2022, is hereby entered into by and between the County of Butler Pennsylvania (hereinafter referred to as "County") and Cranberry Township, Pennsylvania, (hereinafter referred to as "Township"). This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes all prior contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.

PURPOSE:

The purpose of this Agreement is to establish the rights, responsibilities, and obligations of the parties to this Agreement regarding the Federal 2020 BUILD Grant Award (BUILD 2 Grant) awarded to the County for the Gateway Route 228 Project Three Degree and Freedom Roads (hereinafter referred to as "Project").

WHEREAS, the County applied for a United States Department of Transportation Federal 2020 BUILD Grant for the Gateway Route 228 project; and

WHEREAS, the Project includes a section of SR 3020 (Freedom Road) between the Butler County line to the West and Haine School Road to the East, located in Cranberry Township, Butler County Pennsylvania; and,

WHEREAS, the County was notified in September of 2020 it had received a Grant award in the amount of \$25 million dollars for the Project; and

WHEREAS, the Pennsylvania Department of Transportation (PennDOT) must execute a Federal Funding Grant Agreement with the Federal Highway Administration (FHWA) to secure such Grant funds; and

WHEREAS, the Federal Funding Grant Agreement is not anticipated to be executed until mid to late 2022; and

WHEREAS, the Federal Grant award requires the Federal funds be obligated in advance of the Federal Grant Obligation deadline of September 30, 2022, and all construction funds expended by September 30, 2027; and

WHEREAS, the obligation of the Federal Grant funds requires certain pre-construction activities be completed in advance of the Grant obligation deadline including design, engineering, environmental, and utilities and PennDOT Plans, Specifications and Estimates Package (PS&E); and

WHEREAS, the County and Township were notified by PennDOT and FHWA that the required pre-construction and construction activities for the Freedom Road section of the Project, will require a local commitment to procure consultants, and commit the financial resources for the activities, to meet the Grant obligation deadline; and,

WHEREAS, the County is required to provide local matching funds for the Grant award; and,

WHEREAS, the Township has committed to contributing up to Four Million Fifty Thousand Dollars and Zero Cents (\$4,050,000) in matching funds for pre-construction and construction activities of Freedom Road section of the Project;

WHEREAS, at the time of this Agreement, pre-construction matching funds were estimated at One Million Two Hundred Sixty-Three Thousand Five Hundred Thirty Seven Dollars and Zero Cents (\$1,263,537) for engineering and Two Million Seven Hundred Eighty Six Thousand Four Hundred Sixty Three Dollars and Zero Cents (\$2,786,463) for construction activities to ensure the Freedom Road section of the Project is successfully completed; and,

WHEREAS, the commitment to procure consultants and the expenditure of local funds for the engineering, design, environmental and utilities activities must begin prior to the anticipated execution date of the Federal Funding Grant Agreement to meet the Grant obligation deadline; and,

WHEREAS, the commitment to provide local funds for the construction portion of the Freedom Road section of the Project must occur during construction of the Project and prior to the Grant construction funding expenditure deadline; and,

NOW, THEREFORE, with the intent to be legally bound and in consideration of the mutual covenants contained herein, the County and Township agree as follows:

1. The Township has procured a Design Engineering Consultant for pre-construction activities of Freedom Road section of BUILD 2.
2. The Township will manage the pre-construction consultant activities including engineering and design services, environmental clearances, utility relocation activities and clearances, and other clearances necessary to complete the pre-construction phases prior to the Federal obligation deadline. The County will have a right to have a representative participate in all such activities, and the Township will keep the County informed of all pre-construction activities.
3. The Township will pay Four Million Fifty Thousand Dollars and Zero Cents (\$4,050,000) consisting of: One Million Two Hundred Sixty Three Thousand Five Hundred Thirty Seven Dollars and Zero Cents (\$1,263,537) in fees and expenses for pre-construction activities related to the Freedom Road portion of the Project, plus all consultant engineering and design and associated costs necessary to complete pre-construction activities in advance of the Federal obligation deadline; and for construction activities will pay Four Million Fifty Thousand Dollars and Zero Cents (\$4,050,000) minus the final total of fees and expenses for pre-construction activities of the Freedom Road section of the Project in advance of the Federal construction funding expenditure deadline.

4. The Township will also retain a Design Engineering Consultant (Construction Engineer) as necessary to oversee and participate in construction phases of the Freedom Road section of the Project excluding any costs associated with construction inspection. The Construction Engineer's fees are considered part of construction activities and part of the Township's construction activities matching funds. Cost estimate for Consultant Engineering during the construction phase is Fifty Thousand Dollars and Zero Cents (\$50,000).
5. The Township will manage Construction Engineer activities to ensure construction phase is completed within scope, schedule, and budget and per Federal regulations. The County will have a right to have a representative participate in all such activities, and the Township will keep the County informed of all construction activities.
6. Construction Period Payment Schedule:
50% (\$4,050,000 minus final pre-construction fees and expenditures) on December 31, 2023
25% (\$4,050,000 minus final pre-construction fees and expenditures) on December 31, 2024
25% (\$4,050,000 minus final pre-construction fees and expenditures) on December 31, 2025

IN WITNESS WHEREOF, the parties execute this Agreement by their duly authorized officers or representatives as of the date set forth above.

TOWNSHIP OF CRANBERRY

Chairman

Date _____

ATTEST

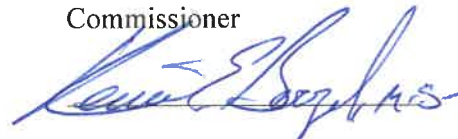
Dan Santoro, Township Manager

Date _____

COUNTY OF BUTLER


Commissioner


Commissioner


Commissioner

Commissioner

Date 11/30/2022

ATTEST



Chief Clerk, County of Butler

Date 11/30/2022