

TOWNSHIP OF ABINGTON

(1) PUBLIC WORKS COMMITTEE

**March 30, 2015
7:00 P.M.**

CALL TO ORDER

**ROLL CALL: BOWMAN – KALINOSKI – SPIEGELMAN – ZAPPONE –
HECKER**

**Township Manager LEFEVRE
Assistant Township Manager WEHMEYER
Township Solicitor CLARKE
Township Engineer POWERS
Director of Code Enforcement MATTEO
Director of Public Works MICCIOLO
Director of W.W.T.P. WRIGLEY**

MINUTES:

Motion to approve the minutes of the March 2, 2015 Public Works Committee Meeting.

PW1. Master Casting Agreement – Update with the Commonwealth of Pennsylvania (PADOT)

Motion to approve the proposed Master Casting Agreement No. 0601068 for the next three year cycle ending in 2017 between the Township of Abington and the Commonwealth of Pennsylvania and to authorize the Board President to execute the Agreement and Resolution No. 15-018.

PW2. Emergency Force Main Repair – North Hills Avenue

Motion to authorize payment in the amount of \$34,241.53 from the Contingency Expense Account No. 02-10-200-5299 to Blooming Glen Contractors, Inc. for the emergency excavation and repair to the Kimball Avenue Pump Station Force Main sewer that parallels Kimball Avenue near Elliot Avenue, which was completed on February 13, 2015.

PW3. Funding for Street Repairs

Motion to spend \$100,000.00 from Fund Balance for repairs to streets deteriorated due to the severe cold winter this year. The anticipated work areas are attached.

PW4. Funding for Salt Replacement

Motion to appropriate \$89,000.00 from Fund Balance for the purchase of salt for roadways to stockpile our storage facility for potential storms in 2015 calendar year.

PUBLIC WORKS COMMITTEE

BOARD ACTION REQUEST

March 30, 2015
DATE

PW1
AGENDA ITEM NUMBER

DEPARTMENT

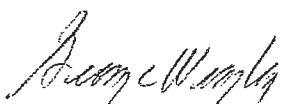
AGENDA ITEM

TOWNSHIP MANAGER

Wastewater Utilities

Master Casting Agreement
update with the Commonwealth
of Pennsylvania. (PaDOT)

Michael LeFevre



PREVIOUS ACTIONS

Abington currently has a Master Casting Agreement with the Commonwealth of Pennsylvania (for PaDOT) which specifies the costs to adjust the height of our sewer manhole covers and frames during a road overlay or road reconstruction project conducted by PaDOT. This proposed agreement is an update to the current agreement approved on September 8, 2011 (Resolution No. 13-018), which ended on September 9, 2014.

RECOMMENDED BOARD ACTION

Motion to approve the proposed Master Casting Agreement No. 0601068 for the next three year cycle ending in 2017 between the Township of Abington and the Commonwealth of Pennsylvania and to authorize the board president to execute the Agreement and Resolution No. 15-018.

COMMENTS

PaDOT updates the Master Casting Agreement every three years to revise the costs for the various work items. The adjustment of our 24" diameter manholes covers and frames involves a Type A repair, which is a one step process where the frame adjustment is 3" or less or a Type B repair, which is a two step process for adjustments greater than 3". The proposed cost for the Type A repair is \$553.00 and the Type B repair cost will be \$814.00.

Agreement No. 0601068
SAP Vendor No. 138590
FID No. 23-6000025

**MASTER AGREEMENT FOR ADJUSTMENT OF
INCORPORATED UTILITY FACILITIES**

2014-2017

THIS AGREEMENT, numbered 0601068 in COMMONWEALTH files, made and entered into this _____ day of _____, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation, hereinafter called the COMMONWEALTH,

A N D

Abington Township, a Legal Entity qualified to do business in the COMMONWEALTH of Pennsylvania, with its principal place of business located at 170 Robbins Road, Abington, PA 19001, acting through its proper officials hereinafter called UTILITY.

W I T N E S S E T H

WHEREAS, the COMMONWEALTH proposes to improve, construct and/or reconstruct Section(s) of certain State Routes within the Counties of Bucks, Chester, Delaware and Montgomery located within Engineering District Number 6-0, Pennsylvania, pursuant to plans and specifications prepared or approved therefore by and on file with the Pennsylvania Department of Transportation; and,

WHEREAS, in the course of COMMONWEALTH'S project, certain of UTILITY'S castings may require adjustment and/or replacement; and,

WHEREAS, UTILITY may request COMMONWEALTH to include within said improvement and/or construction project the adjustment of certain of its castings by the execution of a Project Letter Agreement for each individual project, a copy of which is attached hereto as Attachment "B"; and,

WHEREAS, at the COMMONWEALTH'S option, the COMMONWEALTH is willing to include in such improvement and/or construction project, the requested casting adjustments, subject to reimbursement by the UTILITY; and,

WHEREAS, such adjustment(s) shall be made in accordance with and subject to the provisions of 67 PA Code, Chapter 459, Pennsylvania Department of Transportation Regulations Governing Occupancy of Highways by Utilities.

WHEREAS, all utility work performed pursuant to this Agreement must comply with the "Buy America" provisions in 23 U.S.C. §313 and 23 CFR Part 635.410.

NOW, THEREFORE:

In consideration of the foregoing premises and the mutual promises hereinafter set forth, and with intent to be legally bound hereby, the Parties hereto agree as follows:

1. If UTILITY desires to include the adjustment of all or a certain number of its castings in COMMONWEALTH'S improvement and/or construction project, UTILITY will execute a Letter Agreement, setting forth its requested adjustments, in the form which is attached hereto and incorporated herein as Attachment "B".

2. COMMONWEALTH will, at its option, provide for the adjustment of the UTILITY'S castings in accordance with the terms and conditions hereof.

3. Where replacement of castings is required, UTILITY shall provide the castings and deliver them on the site for installation by the COMMONWEALTH, subject to Paragraphs 4 and 5 of this Agreement.

4. The COMMONWEALTH shall perform the work required to adjust the castings to the proper elevation, on a full brick and mortar bed, in the following Counties: Bucks, Chester, Delaware and Montgomery at the following costs:

Type A - One-step adjustment of casting – applies where change in grade:

- (1) Does not exceed 3 inches or
- (2) Exceeds 3 inches but protrusion into roadway of casting reset to proposed final grade does not present a hazard to vehicular traffic.

Type B - Two-step adjustment of casting – applies where change in grade:

- (1) Exceeds 3 inches and
- (2) Protrusion into roadway of casting reset to proposed final grade presents a hazard to vehicular traffic.

Type C - One piece fabricated adjustable riser with one turnbuckle.

For adjustments of 0 inch to 3 inches.

Type D - One piece fabricated adjustable riser with one turnbuckle.

Adjustments greater than 3 inches.

9999-9950 0 to 15 inch diameter Casting Adjustment for Resurfacing - Type A - Concrete Base

Amount \$484.00 each (Contract Item No. 9999-9950)

9999-9951 0 to 15 inch diameter Casting Adjustment for Resurfacing - Type A - Flexible Base

Amount \$464.00 each (Contract Item No. 9999-9951)

9999-9952 16 to 36 inch diameter Casting Adjustment for Resurfacing - Type A - Concrete Base

Amount \$553.00 each (Contract Item No. 9999-9952)

- 9999-9953 16 to 36 inch diameter Casting Adjustment for Resurfacing - Type A - Flexible Base
Amount \$527.00 each (Contract Item No. 9999-9953)
- 9999-9954 37 to 54 inch diameter Casting Adjustment for Resurfacing - Type A - Concrete Base
Amount \$864.00 each (Contract Item No. 9999-9954)
- 9999-9955 37 to 54 inch diameter Casting Adjustment for Resurfacing - Type A - Flexible Base
Amount \$824.00 each (Contract Item No. 9999-9955)
- 9999-9956 0 to 15 inch diameter Casting Adjustment for Resurfacing - Type B - Concrete Base
Amount \$816.00 each (Contract Item No. 9999-9956)
- 9999-9957 0 to 15 inch diameter Casting Adjustment for Resurfacing - Type B - Flexible Base
Amount \$694.00 each (Contract Item No. 9999-9957)
- 9999-9958 16 to 36 inch diameter Casting Adjustment for Resurfacing - Type B - Concrete Base
Amount \$814.00 each (Contract Item No. 9999-9958)
- 9999-9959 16 to 36 inch diameter Casting Adjustment for Resurfacing - Type B - Flexible Base
Amount \$860.00 each (Contract Item No. 9999-9959)
- 9999-9960 37 to 54 inch diameter Casting Adjustment for Resurfacing - Type B - Concrete Base
Amount \$1,330.00 each (Contract Item No. 9999-9960)
- 9999-9961 37 to 54 inch diameter Casting Adjustment for Resurfacing - Type B - Flexible Base
Amount \$1,474.00 each (Contract Item No. 9999-9961)
- 9999-9962 Utility Manhole Neck Rebuilding
Amount \$391.00 V.F. (Contract Item No. 9999-9962)

- 9999-9963 0 to 15 inch diameter Casting Riser Adjustment - Type C
Amount \$250.00 each (Contract Item No. 9999-9963)
- 9999-9964 16 to 54 inch diameter Casting Riser Adjustment - Type C
Amount \$404.00 each (Contract Item No. 9999-9964)
- 9999-9965 0 to 15 inch diameter Casting Riser Adjustment - Type D
Amount \$279.00 each (Contract Item No. 9999-9965)
- 9999-9966 16 to 54 inch diameter Casting Riser Adjustment - Type D
Amount \$465.00 each (Contract Item No. 9999-9966)
- 9999-9967 201 Box Adjustment for Resurfacing
Amount \$808.00 each (Contract Item No. 9999-9967)

NOTE: Where agreed, the COMMONWEALTH shall purchase certain castings and perform any necessary work in accordance with the Department of Transportation's Publication 408 (2003), Section 104.03 titled "Extra Work" and the COMMONWEALTH shall be reimbursed by UTILITY in accordance with aforesaid section.

An example of the bid items for the above as they will appear in the Highway Contract is attached to this Agreement and incorporated herein as Attachment "A".

5. If UTILITY determines prior to bidding or during the course of construction, that one or more of its castings require replacement, the UTILITY may authorize the COMMONWEALTH to acquire the casting(s) on the open market or from the UTILITY.

6. Upon completion of the work by the COMMONWEALTH to the satisfaction of the UTILITY, the COMMONWEALTH shall certify to the UTILITY the adjustment costs, and the UTILITY shall pay to the COMMONWEALTH said costs within 60 days of receipt of an invoice from COMMONWEALTH.

7. Where the UTILITY supplies materials to the COMMONWEALTH, and/or performs any additional work either with its own contractor or its own forces, the UTILITY shall cooperate with the COMMONWEALTH in such a manner as not to interfere with or hinder the progress of the COMMONWEALTH'S construction and/or improvement project. In this connection, UTILITY will indemnify, save harmless and, if requested, defend the COMMONWEALTH, and all of its officers, agents and employees from losses resulting from any suits, actions or claims of any character, name and description, brought for or on account of any injuries or damages received or sustained by any person, persons, or property, during or as a result of the performance of the work on the aforesaid construction and improvement project if and only to the extent that the cause of such injury or damage is determined with finality to have been the conduct of UTILITY or UTILITY'S contractor, servants, agents and employees, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work or to any act, omission, neglect or misconduct of UTILITY'S contractor, servants, agents and employees during the performance of said work.

8. (a) In the event of a controversy or claim arising from this Agreement, the UTILITY must, within six (6) months after the cause of action accrues, file a written notice of controversy or claim with the COMMONWEALTH'S Contracting Officer, identified below, for a determination. The Contracting Officer shall send his written determination to the UTILITY. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) days after receipt of such written determination, the UTILITY then files a claim with the Board of Claims of the Commonwealth of Pennsylvania. Pending a final judicial resolution of a controversy or claim, the UTILITY shall proceed diligently with the performance of the Agreement in a manner consistent with the interpretation of the Contracting Officer; and the UTILITY shall compensate the COMMONWEALTH pursuant to the terms of the Agreement.

(b) The Contracting Officer for this Agreement is
District Executive
Pennsylvania Department of Transportation
Engineering District 6-0
7000 Geerdes Blvd
King of Prussia, PA, 19406

(c) In accordance with Section 1724(a)(2) of the Commonwealth Procurement Code, as amended, 62 Pa. C.S. § 1724(a)(2), the parties hereto expressly agree to utilize the Board of Claims to arbitrate disputes arising from this Agreement. If the UTILITY is dissatisfied with a final determination issued by the Contracting Officer in accordance with Paragraph 8(a), then it may file a statement of claim with the Board of Claims within six (6) months of the issuance of the Contracting Officer's determination or within six (6) months of the date the claim is deemed denied, whichever occurs first, as provided by Sections 1724(c) and 1725(a) of the Commonwealth Procurement Code, as amended, 62 Pa. C.S. §§ 1724(c), 1725(a).

9. Where the COMMONWEALTH performs casting adjustments by its contractor as provided above, the COMMONWEALTH agrees to require its contractor to indemnify and save the UTILITY and all of its officers, agents, and employees harmless from all suits, actions, or claims of any character, name, and description, relating to personal injury or property damage received or sustained during the performance of the work on the Project by or from the COMMONWEALTH'S contractor, its officers, agents, and employees, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work or by or on account of any act, omission, neglect, or misconduct of the contractor, its officers, agents, and employees during the performance of said work and during the effective period of this Agreement.

Notwithstanding the arbitration provision in Paragraph 8, where the COMMONWEALTH performs casting adjustments by its own forces as provided above, the COMMONWEALTH agrees to pay for any loss, liability, or expense, related to any personal injury or property damage claim, which arises out of or relates to the COMMONWEALTH'S acts or omissions with respect to such work, where a final determination of liability on the part of the COMMONWEALTH is established by a court of law or where settlement has been agreed to by the COMMONWEALTH. This provision shall not be construed to limit the COMMONWEALTH'S rights, claims, or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the COMMONWEALTH.

10. It is agreed by the Parties hereto that, upon completion of said improvement and construction project, the aforesaid UTILITY facilities affecting the section of State highway so improved shall be subject to the terms and conditions of the COMMONWEALTH'S existing permit issued to UTILITY therefor and that UTILITY shall maintain and keep in good repair the said facilities adjusted under the terms of this Agreement in accordance with applicable State laws, except as otherwise provided hereafter.

11. Notwithstanding anything contained herein to the contrary in the event the Pennsylvania Public Utility Commission assumes jurisdiction of a specific project under the Public Utility Code of 1978, Act of July 1, 1978, P.L. 598, as amended, the Parties hereto agree to be bound by any orders of the Commission or decisions of an appropriate tribunal after the exhaustion of all appeals from such orders.

12. In the event that the UTILITY withdraws its request at a time subsequent to the awarding of the contract for construction, then in that case the UTILITY shall reimburse COMMONWEALTH for all necessary costs, if any, incurred by the COMMONWEALTH for necessary labor and materials, if any, employed in the adjustment of the UTILITY'S castings up to the time of withdrawal. UTILITY shall also be responsible for the cost of necessary materials ordered by the COMMONWEALTH for adjustment of the UTILITY'S castings prior to UTILITY'S withdrawal if the order for said materials cannot be cancelled and if the materials cannot be used elsewhere in the project. Costs incurred by the COMMONWEALTH for engineering requested by UTILITY shall be reimbursed to COMMONWEALTH by separate agreement.

13. In the event COMMONWEALTH decides not to construct the project or decides to delay the construction beyond the contemplated construction season, upon notification in writing to UTILITY of such cancellation or delay, the Project Letter Agreement (Attachment B) shall become null and void and neither Party shall be responsible to the other for any further costs. The failure of the COMMONWEALTH to give such notice in writing may be waived by the UTILITY and shall not preclude the discharge of UTILITY from all its obligations hereunder.

14. In the event COMMONWEALTH elects to adjust UTILITY'S castings with its own forces, rather than by contract, notice thereof in writing shall be given UTILITY by COMMONWEALTH, and UTILITY shall have the right to cancel or withdraw its agreement to have COMMONWEALTH include the adjustment of UTILITY'S castings in COMMONWEALTH'S improvement and/or construction project.

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

16. It is further agreed that casting adjustment costs set forth in Paragraph 4 shall take effect for projects let by the COMMONWEALTH from October 1, 2014, and shall continue through September 30, 2017. This agreement shall not exceed a three year term.

IN WITNESS WHEREOF, the COMMONWEALTH and the UTILITY have caused this Agreement to be duly executed, ensealed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST:

ABINGTON TOWNSHIP

by _____
Signature Date

by _____
Signature Date

Title

Title

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 or Authority a resolution for signature authority must be attached.

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Do not write below this line – for Commonwealth use only

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

by _____
District Utility Manager Date

**APPROVED AS TO LEGALITY
AND FORM**

PRELIMINARILY APPROVED

by _____
Chief Counsel Date

by _____
Assistant Counsel Date

by _____
Deputy Attorney General Date

Funds Commitment Document Number

by _____
Deputy General Counsel Date

Certified Funds Available under SAP
Number _____

SAP Cost Center _____

GL Account _____

Amount _____

\$ _____

SAP Vendor Number _____

Preapproved form:
GC No. 18-FA-52.1
Appv'd OAG 04/16/2014

by _____
Signature Date
Comptroller

ATTACHMENT A
2014-2017

ITEM 9999-9950	0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Concrete Base
9999-9951	0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Flexible Base
9999-9952	16 to 36 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Concrete Base
9999-9953	16 to 36 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Flexible Base
9999-9954	37 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Concrete Base
9999-9955	37 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type A - Flexible Base

This work shall consist of the resetting or grade adjustment of an existing utility casting for a vertical height of 8 inches or less, in accordance with Section 606 (Grade Adjustment of Existing Miscellaneous Structures) and within reasonably close conformity to the lines and grades shown on the drawings or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid. The base course replaced shall be of the same type removed, either concrete or flexible.

The resetting or adjustment shall be completed in a one-step operation with no temporary work anticipated. Any other change to castings shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

The existing castings shall be carefully removed and cleaned, the casting reset to the proper elevation on a brick and mortar bed in accordance with (the Utility Company's specifications if attached) Section 606. Inserts, extensions or risers are not acceptable under this item. Castings requiring replacement will be provided for and delivered to the site by the Utility Company for installation by the contractor.

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under Item 9999-9962 Utility Manhole Neck Rebuilding.

This work will be measured by the unit each, after completion and acceptance by the Utility and the Department.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

ATTACHMENT A (cont'd)
2014-2017

ITEM 9999-9956	0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Concrete Base
9999-9957	0 to 15 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Flexible Base
9999-9958	16 to 36 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Concrete Base
9999-9959	16 to 36 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Flexible Base
9999-9960	37 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Concrete Base
9999-9961	37 to 54 inch diameter Utility Casting Adjustment for Resurfacing - Type B - Flexible Base

This work shall consist of the resetting or grade adjustment of an existing utility casting for a vertical height of 8 inches or less, in accordance with Section 606 (Grade Adjustment of Existing Miscellaneous Structures) and within reasonably close conformity to the lines and grades shown on the drawings or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid. The base course replaced shall be of the same type removed, either concrete or flexible.

The adjustment (resetting) will be completed in a two-step operation when a casting reset at the proposed final grade will protrude more than 3 inches and may cause damage to vehicular traffic or be a safety hazard prior to paving. The first adjustment will be to a temporary grade that will permit traffic to move safely over the casting. The second adjustment will be to the final grade for paving. The contractor is permitted to use steel plates in lieu of the temporary (first) adjustment for a period not exceeding five calendar days. The contractor shall be required to provide a means of access to each utility facility so that one man may enter the facility within 30 minutes without special equipment or tools. The facility location and name of utility shall be temporarily marked for emergency use. Any other change to the castings shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

The existing castings shall be carefully removed and cleaned, the casting reset to the proper elevation on a brick and mortar bed in accordance with the utility specifications if attached or with Section 606. Inserts, extensions or risers are not acceptable under this item. Castings requiring replacement will be provided for and delivered to the site by the Utility Company for installation by the contractor.

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under Item 9999-9962 Utility Manhole Neck Rebuilding.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department complete in place as specified.

ATTACHMENT A (cont'd)
2014-2017

ITEM 9999-9962 Utility Manhole Neck Rebuilding

This work shall consist of rebuilding manhole necks any size or type for a vertical distance in excess of eight inches and resetting the existing casting within reasonable close conformity to the lines and grades shown on the drawings or established by the engineer. Only those requiring rebuilding, as determined by the Utility Company and engineer, will be measured for payment.

The existing casting will be carefully removed and cleaned. The neck shall be adjusted using brick and mortar as required. The casting shall then be set and sealed with mortar on the neck at the proper elevation for paving. If the utility and the engineer determine that the existing manhole deck is in unsatisfactory condition or cannot be adjusted, then the neck shall be removed and rebuilt as required. Any exposed brick shall be parged. All work shall be in accordance with (the Utility Company's specifications if attached) Section 600 (Incidental Construction).

This work shall be measured by the vertical foot with a minimum measurement of one foot. Where a manhole is rebuilt for a height of more than one foot, the additional height will be measured and paid to the next foot.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

ITEM 9999-9963 0 to 15 inch diameter Utility Casting
Adjustment for Resurfacing - Type C

9999-9964 16 to 54 inch diameter Utility Casting
Adjustment for Resurfacing - Type C

This work shall consist of the resetting or grade adjustment of an existing utility casting by means of a one-piece prefabricated adjustment riser for a vertical height of greater than 0 inches and less than 3 inches in accordance with Section 606 (Grade Adjustment of Existing Miscellaneous Structures) and within reasonable close conformity to the lines and grades shown on the drawing or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid.

The resetting or adjustment shall be completed in a one-step operation with no temporary work anticipated. Any other change to casting shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

ATTACHMENT A (cont'd)
2014-2017

- ITEM 9999-9965 0 to 15 inch diameter Utility Casting
Adjustment for Resurfacing - Type D
- 9999-9966 16 to 54 inch diameter Utility Casting
Adjustment for Resurfacing - Type D
-

This work shall consist of the resetting or grade adjustment of an existing utility casting by means of a one-piece prefabricated adjustment riser for a vertical height of greater than 3 inches and less than 4 inches in accordance with Section 606 (Grade Adjustment of Existing Miscellaneous Structures) and within reasonable close conformity to the lines and grades shown on the drawing or established by the engineer. The casting diameter shall be determined by measuring the diameter of the lid.

The resetting or adjustment shall be completed in a one-step operation with no temporary work anticipated. Any other change to casting shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

- Item 9999-9967 201 Box Adjustment for Resurfacing
-

This work shall consist of the resetting or grade adjustment of an existing utility 201 Box casting, in accordance with Section 606 (Grade Adjustment of Existing Miscellaneous Structures) and within reasonably close conformity to the lines and grades shown on the drawings or established by the engineer. The base course replaced shall be of the same type removed, either concrete or flexible.

The adjustment (resetting) will be completed in a two-step operation when a casting reset at the proposed final grade will protrude more than 3 inches and may cause damage to vehicular traffic or be a safety hazard prior to paving. The first adjustment will be to a temporary grade that will permit traffic to move safely over the casting. The second adjustment will be to the final grade for paving. The contractor is permitted to use steel plates in lieu of the temporary (first) adjustment for a period not exceeding five calendar days. The contractor shall be required to provide a means of access to each utility facility so that one man may enter the facility within 30 minutes without special equipment or tools. The facility location and name of utility shall be temporarily marked for emergency use. Any other change to the castings shall be the responsibility of the contractor and shall be repaired or replaced at his expense.

The existing casting will be carefully removed and cleaned, the casting reset to the proper elevation in accordance with the utility specifications if attached or with Section 606 (Grade Adjustment of Existing Miscellaneous Structures). Inserts, extensions or risers are not acceptable under this item. Castings requiring replacement will be provided for and delivered to the site by the Utility Company for installation by the contractor.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department complete in place as specified.

Purchase of Sewer and Water Castings

Where it is determined prior to the Notice to Proceed Date, that the sewer and water castings are needed for adjustments due to type of resurfacing alternate selected, the contractor will be ordered to purchase the castings and will be reimbursed the amount of the invoice price plus ten percent for handling.

Where it is determined during construction, that the sewer and water castings are needed for adjustments, and upon concurrence by the Utility Company, the contractor will be ordered to purchase the castings in accordance with Section 104.03 (Extra work).

The existing casting shall be carefully cleaned, the casting adjusted to the proper elevation by placing the riser over the cover for initial fit and 100% contact, then tighten the turnbuckle with wrench for swedge fit in accordance with (the Utility Company's specifications if attached) Section 606. Turnbuckle will be installed so as not to protrude into manhole crawl area.

Only one (1) riser will be applied to each casting adjustment and will not be applied to existing risers.

Units with two-piece risers, vertical elevating bolts, or with more than one (1) turnbuckle will not be accepted.

This item will not include any adjustment to the conical section of a manhole. That work, if required, will be paid under Item 9999-9962 Utility Manhole Neck Rebuilding.

This work will be measured by the unit each, after completion and acceptance by the Utility and the Department.

This work will be paid for at the respective predetermined contract unit price each, which price will be indicated in the proposal by the Department, complete in place as specified.

Agreement No.
SAP Customer No.

ATTACHMENT B
2014-2017 PROJECT LETTER AGREEMENT
Incorporated Work

This Project Letter Agreement, numbered _____ in COMMONWEALTH files, made and entered into this _____ day of _____, between the undersigned Parties pursuant to the terms and conditions of the Master Agreement for the adjustments of Incorporated Utility Facilities, bearing No. _____ in COMMONWEALTH'S files, dated _____, between the undersigned Parties in consideration of the mutual promises herein contained, and with intent to be legally bound hereby, agree that the COMMONWEALTH, in accordance with this Project Letter Agreement dated as above, will make adjustments to the Utility's castings to accommodate construction on State Route/Work Order No. _____ in _____ County.

The estimated number of castings to be adjusted and the cost of each are shown on the attached listing. Casting adjustment costs are established by said Master Agreement, and are estimated to be a total cost of \$_____. The Utility agrees to reimburse the COMMONWEALTH for this work in accordance with the Master Agreement. In the event the actual number of castings to be adjusted changes from the estimated number shown above, the Utility agrees to reimburse COMMONWEALTH for the actual number of adjusted castings based on the unit costs shown in the Master Agreement and Exhibit 1, incorporated herein and made a part hereof, to this Letter Agreement.

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and **Utility Name** shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as **Exhibit "2"** and made a part of this Agreement. As used in this Agreement, the term "Contractor" refers to **Utility Name**.

WHEREAS, all utility work performed pursuant to this Agreement must comply with the "Buy America" provisions in 23 U.S.C. §313 and 23 CFR Part 635.410.

All terms and conditions of said Master Agreement not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the COMMONWEALTH and the UTILITY have caused this Agreement to be duly executed, ensealed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST:

by _____
Signature Date

by _____
Signature Date

Title

Title

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 or Authority a resolution for signature authority must be attached.

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Do not write below this line – for Commonwealth use only

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

by _____
District Utility Manager Date

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

by _____
Chief Counsel Date

by _____
Assistant Counsel Date

Funds Commitment Document Number

Certified Funds Available under SAP
Number _____
SAP Cost Center _____
GL Account _____
Amount

\$ _____

SAP Vendor Number _____

Preapproved form:
OGC No. 18-FA-52.1
Appv'd OAG 04/16/2014

by _____
Signature Date
Comptroller

ATTACHMENT B
2014-2017
Suburban

S.R.

County:

Utility:

EXHIBIT 1
PROJECT LETTER AGREEMENT
INCORPORATED WORK

Hereinafter set forth is the listing of anticipated castings which are being incorporated herein by this Agreement.

<u>Number of Castings</u>	<u>Bid Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
	9999-9950	484.00	
	9999-9951	464.00	
	9999-9952	553.00	
	9999-9953	527.00	
	9999-9954	864.00	
	9999-9955	824.00	
	9999-9956	816.00	
	9999-9957	694.00	
	9999-9958	814.00	
	9999-9959	860.00	
	9999-9960	1,330.00	
	9999-9961	1,474.00	
	9999-9962	391.00	
	9999-9963	250.00	
	9999-9964	404.00	
	9999-9965	279.00	
	9999-9966	465.00	
	9999-9967	808.00	

Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

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**RESOLUTION NO. 15-018
TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA**

BE IT RESOLVED by authority of the Board of Commissioners of the Township of Abington, Montgomery County, and it is hereby resolved by authority of the same, that the President of said Municipal Board of Commissioners be authorized and directed to sign the attached Agreement on its behalf and the Secretary be authorized and directed to attest the same.

ATTEST:

ABINGTON TOWNSHIP

**Michael LeFevre
Secretary**

BY: _____
**Wayne C. Luker, President
Board of Commissioners**

I, Wayne C. Luker, President of the Abington Township Board of Commissioners do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Abington Township Board of Commissioners held the Ninth day of April, 2015.

DATE: April 9, 2015

(SEAL)

UCL43M

MUNICIPAL RESOLUTION

BE IT RESOLVED by authority of the _____
(Borough Council, Board of Supervisors, etc.)

of the _____,
(Name of Municipality) (Name of County)

County, and it is hereby resolved by authority of the same, that

the _____ of said Municipality/
(Chairman or Designated Title)

Authority be authorized and directed to sign the attached
Agreement on its behalf and the _____
(Sec. or Designated Title)

be authorized and directed to attest the same.

ATTEST:

—

(Name of Municipality)

(Signature and Title)

BY

(Signature and Title)

I, _____ of the _____
do hereby certify that

the foregoing is a true and correct copy of the Resolution
adopted

at a regular meeting of the

held the _____ day of _____ 20 .

DATE:

(SEAL)

PUBLIC WORKS COMMITTEE

BOARD ACTION REQUEST

March 30, 2015

DATE

PW2

AGENDA ITEM NUMBER

DEPARTMENT

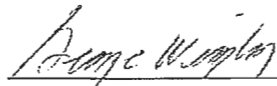
AGENDA ITEM

TOWNSHIP MANAGER

Wastewater Utilities

Emergency Force Main
Repair North Hills Ave.

Michael LeFevre



PREVIOUS ACTIONS

Account No. 02-10-200-5299 was established as a Contingency Expense in the amount \$50,000.00 in the 2015 Budget.

RECOMMENDED BOARD ACTION

Motion to authorize payment in the amount of \$34,241.53 from the Contingency Expense Account No. 02-10-200-5299 to Blooming Glen Contractors, Inc. for the emergency excavation and repair to the Kimball Avenue Pump Station Force Main sewer that parallels Kimball Avenue near Elliot Avenue, which was completed on February 13, 2015.

COMMENTS

The force main pipe experienced a circular shear crack due to the stress caused by the pipe being installed on a hard object in the trench bedding during the original installation. The heavy and unequal soil loading above the pipe on either side of the object eventually caused too much stress and the pipe cracked. The remaining balance in the Contingency Expense account will be \$15,758.47.

PUBLIC WORKS COMMITTEE
BOARD ACTION REQUEST

PW 3

DATE
March 30, 2015

AGENDA ITEM NUMBER

DEPARTMENT

AGENDA ITEM

TOWNSHIP MANAGER

Public Works

Funding for
Street Repairs



PREVIOUS ACTIONS

None

RECOMMENDED BOARD ACTION

Motion to spend \$100,000.00 from fund balance for repairs to streets deteriorated due to the severe cold winter this year. The anticipated work areas are attached.

COMMENTS

- 1.) The severe cold has deteriorated some of our roadways to a point that patch repairs are no longer feasible. We are proposing section repairs to these areas with most being milling and overlay of a section and some where the road has deteriorated below the job base to do base repairs and overlay. We are scheduled to do 4 miles of regular scheduled overlay, and 4 miles of overlay which is being funded by AQUA and 2 miles of road repairs. If we get started on repairs immediately we can get it all done by September.



Wayne C. Luker, President
Steven N. Kline, Vice President
Michael LeFevre, Manager
Jay W. Blumenthal, Treasurer

1176 Old York Road Abington PA 19001-3713 Telephone: 267-536-1000

To: Ed Micciolo / Director of Public Works
From: Angelo Pontelandolfo Superintendent Highway
Date: 3/26/15
Re: 2015 Road Repairs

This winter caused havoc on many of our roads with severe frost. Many roads have come apart especially in the last few winters. We have compiled a list of streets for repair. Last year we used \$ 160,000.00 in addition to our regular patching and overlay budget. We estimated approximately \$100,000.00 to fix the worse.

Here are a list of streets and their approximate costs we would be repairing.

2000 Block of Corinthian Avenue -	160	sq. yds.	Base Repair.
	1040	sq. yds.	Top Repair.
2000 Block of Maplewood Avenue -	18	sq. yds.	Base Repair.
	18	sq. yds.	Top Repair.
Spear Avenue & Monroe Avenue -	53	sq. yds.	Base Repair.
	280	sq. yds.	Top Repair.
400 Block of Abington Avenue -	1600	sq. yds.	Top Repair.
1500 Block of Wheatsheaf Lane -	2933	sq. yds.	Top Repair.
900 & 1000 Block of Old Huntingdon Pike -	2453	sq. yds.	Top Repair.
Various sections of Church Road -	4024	sq. yds.	Top Repair.
Various sections of Forrest Avenue -	4000	sq. yds.	Top Repair.
Amity Road & Hunter Road -	422	sq. yds.	Top Repair.
Cloverly Lane @ Rydal Road -	355	sq. yds.	Top Repair.
Various sections of Robinhood Road -	1000	sq. yds.	Top Repair.
Various sections of Rydal Road -	1850	sq. yds.	Top Repair.
Spear Avenue @ Monroe Avenue -	280	sq. yds.	Top Repair.
	53	sq. yds.	Base Repair.
Moreland Road @ Nicholas Drive -	680	sq. yds.	Top Repair.
Various sections of Washington Lane -	9000	sq. yds.	Top Repair.
Various sections of Lindsay Lane -	6200	sq. yds.	Top Repair.



**PUBLIC WORKS COMMITTEE
BOARD ACTION REQUEST**

PW4

DATE
March 30, 2015

AGENDA ITEM NUMBER

DEPARTMENT

AGENDA ITEM

TOWNSHIP MANAGER

Public Works

Funding for
Salt Replacement



PREVIOUS ACTIONS

None

RECOMMENDED BOARD ACTION

Motion to appropriate \$89,000.00 from fund balance for the purchase of salt for roadways to stockpile our storage facility for potential storms in 2015 calendar year.

COMMENTS

We have exhausted our budgeted amounts for salt for the 2015 year and have overspent that account by \$260,000.00 which includes overtime labor. I have a fund balance that will cover expenditures in the Highway Aid Fund, but that is almost gone. This year there was a serious shortage of salt due to the harsh winter experienced by all. We want to be proactive and stock up now in our dome for future needs. We are asking to purchase this salt from Fund Balance as the other alternative would be to purchase from Highway Aid Fund, which would take the funds from other accounts like Traffic Signal Maintenance, Removal of Debris, Signs and Painting etc.