

HATFIELD BOROUGH COUNCIL
REORGANIZATION /
WORKSHOP MEETING
JANUARY 5, 2026



LARRY BURNS, COUNCILMEMBER
JASON FERGUSON, COUNCILMEMBER
RICHARD GIRARD, COUNCILMEMBER
SYEDA HOQUE, COUNCILMEMBER
MICHELLE WEISS, COUNCILMEMBER
MARY ANNE GIRARD, MAYOR
GIUSEPPE SCHIANO DI COLA, JUNIOR COUNCIL PERSON

JAIME E. SNYDER, BOROUGH MANAGER
CATHERINE M. HARPER, BOROUGH SOLICITOR



Borough of Hatfield

Montgomery County, Pennsylvania

REORGANIZATION / WORKSHOP MEETING

Monday, January 5, 2026

6:00PM

AGENDA

COUNCIL SWEARING-IN THE HONORABLE EDWARD J. LEVINE PRESIDING

COUNCILMEMBER JASON FERGUSON

COUNCILMEMBER RICHARD GIRARD

COUNCILMEMBER SYEDA HOQUE

MAYOR MARY ANNE GIRARD

TAX COLLECTOR MARIE SNYDER

REORGANIZATION:

CALL TO ORDER: Mayor Mary Anne Girard

ROLL CALL

PLEDGE OF ALLEGIANCE

401 S. Main Street
P.O. Box 190
Hatfield, PA 19440

Phone:
215-855-0781

Fax:
215-855-2075

Email:
admin@
hatfieldborough.com

Website:
www.hatfieldborough.com

NOMINATION AND ELECTION OF COUNCIL PRESIDENT

Do we have a Nomination for Borough Council President?

State the name of the person being nominated.

Any Other Nominations? If none, close the nominations.

All those in favor say "Aye" all opposed say "Nay"

NOMINATION AND ELECTION OF VICE PRESIDENT

Do we have a Nomination for Borough Council Vice President?

State the name of the person being nominated.

Any Other Nominations? If none, close the nominations.

All those in favor say "Aye" all opposed say "Nay"

APPOINTMENT OF VACANCY BOARD CHAIR

Do we have a Nomination for Vacancy Board Chair?

State the name of the person being nominated.

Any Other Nominations? If none, close the nominations.

All those in favor say "Aye" all opposed say "Nay"

COMMENCEMENT AND APPROVAL OF MEETING AGENDA

1. Motion to Approve the Agenda of January 5, 2026 Workshop Meeting

2. PUBLIC INPUT: *Please state name & address*

3. ANNOUNCEMENTS:

- Next Council Meeting the Regular Meeting January 21, 2026 at 7:00PM in Council Chambers
- The Planning Commission is Scheduled to Meet Monday, January 26, 2026 at 6:00PM in Council Chambers
- HMHS is Scheduled to Meet Tuesday, January 27, 2026 at 7:00PM in Council Chambers.

4. ACTION ITEMS:

Motion to Appoint Timoney Knox, LLP Attorneys at Law, as the Borough Solicitor for general legal services

Motion to Appoint Salzmann Hughes, Attorneys at Law, as the Special Utility Counsel

Motion to Appoint Dischell, Bartle & Dooley Attorneys at Law, as the Borough Zoning Hearing Board Solicitor

Motion to Appoint Bursich Associates Inc, a division of the Vancleef Engineering Associates, as the Borough Engineer for general engineering services

Motion to Appoint Bowman, as the Borough Traffic Engineer for general traffic services

Motion to Appoint Utility Engineers as the Borough Engineer for electric utility services

Motion to Appoint Code Inspection Inc. to administer Zoning, Code, and Fire Safety enforcement & services

Motion to Appoint Daniel Azeff from Code Inspection Inc. as the Fire Marshal and Emergency Management Coordinator (EMC)

Motion to Appoint Ryan Giatto from Code Inspection Inc. as the Deputy Emergency Management Coordinator (Deputy EMC)

Motion to Appoint Jaime E. Snyder as Hatfield Borough Manager / Secretary and Approve Jaime E. Snyder's Employment Agreement with the Borough of Hatfield

Motion to Appoint John Kroesser to the Planning Commission for a Four-Year Term Expiring December 31, 2029

Motion to Appoint John Pedrazzani and Paul Mullin to the Zoning Hearing Board for a Four-Year Term Expiring December 31, 2029

Motion to Appoint Denise Baker to the Pool Advisory Board for a Four-Year Term Expiring December 31, 2029

Motion to Appoint Joe Amorosi to the Hatfield Economic Revitalization Outreach Committee (HEROC) for a Three-Year Term Expiring December 31, 2028

5. REPORTS AND CORRESPONDENCE:

- Monthly Investment Report
- Monthly EIT / LST Report
- Monthly YTD Report
- Monthly Zoning Hearing Board Applications
- MCPC Steering Committee Report
- Hatfield 250 Committee Report
- Police Department Report
- Fire Department Report
- EMS Report

Public Works Department Report
Engineering Report
Zoning Officer, Building Code, Property Maintenance Report
Fire Marshal / Fire Safety Inspection Report
Pool Advisory Report
Junior Council Person Report

6. MANAGER'S REPORT:
General Report and Project Updates

7. OLD BUSINESS:

A. 2025 Committee Reports

- Budget, Finance, and Labor Committee Report
- Planning, Building, and Zoning Committee Report
- Public Safety Committee Report
- Public Works & Property and Equipment Committee Report
- Utilities Committee Report
- Mayor Mary Anne Girard Report

8. NEW BUSINESS:

A. 2026 Council Committees
B. Heckler Property Estate Road Opening Request
C. PennDOT Master Casting Agreement
D. Verizon Cable Franchise Renewal Services

9. ADJOURNMENT: EXECUTIVE SESSION: Real Estate, Litigation, & Personnel

**COUNCIL SWEARING-IN
THE HONORABLE EDWARD J. LEVINE
PRESIDING**

COUNCILMEMBER JASON FERGUSON

COUNCILMEMBER RICHARD GIRARD

COUNCILMEMBER SYEDA HOQUE

MAYOR MARY ANNE GIRARD

TAX COLLECTOR MARIE SNYDER

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Borough Council President?**

**State the name of the person being
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**All those in favor say “Aye” --- all
opposed say “Nay” ---**

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**Do we have a Nomination for
Borough Council Vice President?
State the name of the person being
nominated.**

**Any Other Nominations? If none,
close the nominations.**

**All those in favor say “Aye” --- all
opposed say “Nay” ---**

APPOINTMENT OF VACANCY **BOARD CHAIR**

**Do we have a Nomination for
Vacancy Board Chair?**

**State the name of the person being
nominated.**

**Any Other Nominations? If none,
close the nominations.**

**All those in favor say “Aye” --- all
opposed say “Nay” ---**

2. PUBLIC INPUT:

Please state name & address

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from Code Inspection Inc. as the
Deputy Emergency Management
Coordinator (Deputy EMC)**

4. ACTION ITEMS:

**Motion to Appoint Jaime E. Snyder
as Hatfield Borough Manager /
Secretary and Approve Jaime E.
Snyder's Employment Agreement
with the Borough of Hatfield**

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December 31, 2029**

4. ACTION ITEMS:

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the Hatfield Economic
Revitalization Outreach Committee
(HEROC) for a Three-Year Term
Expiring
December 31, 2028**

5. REPORTS AND CORRESPONDENCE:

Monthly Investment Report

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CORRESPONDENCE:**

Monthly EIT / LST Report

**5. REPORTS AND
CORRESPONDENCE:**

Monthly YTD Report

**5. REPORTS AND
CORRESPONDENCE:**

**Monthly Zoning Hearing
Board Applications**

**5. REPORTS AND
CORRESPONDENCE:**

MCPC Steering Committee Report

**5. REPORTS AND
CORRESPONDENCE:**

Hatfield 250 Committee Report

**5. REPORTS AND
CORRESPONDENCE:**

Police Department Report

**5. REPORTS AND
CORRESPONDENCE:**

Fire Department Report

5. REPORTS AND CORRESPONDENCE:

EMS Report

**5. REPORTS AND
CORRESPONDENCE:**

Public Works Department Report

**5. REPORTS AND
CORRESPONDENCE:**

Engineering Report

5. REPORTS AND CORRESPONDENCE:

Zoning Officer, Building Code, Property Maintenance Report

**5. REPORTS AND
CORRESPONDENCE:**

**Fire Marshal /
Fire Safety Inspection Report**

**5. REPORTS AND
CORRESPONDENCE:**

Pool Advisory Report

**5. REPORTS AND
CORRESPONDENCE:**

Junior Council Person Report

6. MANAGER'S REPORT:

General Report and Project Updates



Borough of Hatfield

Montgomery County, Pennsylvania

MANAGER'S REPORT

General Report and Projects Update

1. Land Use & Development Updates:

A. Bennetts Court Land Development

- Paving & Final Improvements
- Settlements Occurring
- Escrow Release No. 1 Sitework Approved

B. 43 Roosevelt Land Development

- Recorded Plans
- Starting Construction – Early September

C. 200 N. Main Street (Biblical Seminary)

- Sketch Plan Submitted
- Applying for Tax Credits for Project
- Received Grant for the Development
- Looking at Zoning Extension – received 8/10/23
- Updated Letter of Support for Tax Credits – 10/29/24
- Updated “Will Serve” Letters Issued
- Looking at Receiving Funding

D. 23 N. Main Street – Hatfield Walk

- ZHB Approved with Conditions 4/24/24
- LD Resolution Approved 2/19/25
- SPM Approved – Sent to DEP
- Pre-Construction Meeting Held 7/8/25
- Demo Approved 7/10/25
- Plans Recorded August 2025
- Grading Permit Issued August 2025
- Foundation Permit Issued
- Building Permits Issued

2. Utility Billing Update:

- Staff continues to monitor Electric & Sewer Past Due accounts.
- Email billing is available for Electric & Sewer Accounts. Please contact the Utilities Department if you are interested in signing up.
*Details were in the Spring Borough Informer, on the Borough website, and on the back of all utility bills.
- The Electric Customer Portal has been updated. The Portal was restructured with customer input to make it more user-friendly. An updated user guide is available when opening the portal to assist with re-registration. The portal can be accessed from the Borough Website.
- <https://hatf-pa-web.amppartners.org/index.php>
- Please register exactly as it appears on your current billing. Example SMITH, JOHN E.
- Electric Rate Increase Information / PJM Information Posted

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Fax:
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Email:
admin@
hatfieldborough.com

Website:
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3. 2024 Project Updates:

- A. W. Broad Street, E. Broad Street, N. Market H2O / PA Small Water Storm and Sanitary Sewer Utility Replacement Project
 - Project Completed, 18-month Maintenance Bond in Place
- B. MTF / CTP Crosswalk Grants (after Utility Replacement Project)
 - HOP Application - realign crosswalk to the intersection
 - Grant Extension Approved
 - Advertise for Authorization – 2025/2026 projected works dates
 - Bid Opening Award 8/20/25
 - Waiting on Signed Contract Documents
 - Pre-Con Meeting Held 10/29/2025
 - Construction Started in November
- C. Stormwater Feasibility Study Grant with HT (Local Share Funds)
 - Next Meeting in 2026

4. 2025 Project Updates:

- A. 2025 Roadway Resurfacing Project – N. Main Street
 - Project Completed, Maintenance Bond in Place
- B. Montco 2040 Grant -- Bike Improvements
 - Signed Grant Agreement
 - Checking on Funding through County / State Budget
 - Kick-Off Event with Montgomery County 11/12/25
 - Meeting in Early 2026 with Hatfield Township

5. 2026 Project Updates:

- A. 2026 Curb Ramp and ADA Project

6. PMEA Update:

7. Public Information Officer Update:

8. Items of Interest:

Respectfully Submitted,
Jaime E. Snyder, Borough Manager
January 5, 2026

7. OLD BUSINESS:

A. 2025 Committee Reports

- **Budget, Finance, and Labor Committee Report**
- **Planning, Building, and Zoning Committee Report**
- **Public Safety Committee Report**
- **Public Works & Property and Equipment Committee Report**
- **Utilities Committee Report**
- **Mayor Mary Anne Girard Report**

8. NEW BUSINESS:

A. 2026 Council Committees

Hatfield Borough Council Borough Committees 2026

Budget Finance and Labor

Chair Rich Girard
Member Larry Burns

Planning, Building, and Zoning

Chair Larry Burns
Member Michelle Weiss

Public Safety

Chair Michelle Weiss
Member Syeda Hoque
Mayor Mary Anne Girard

Public Works/Property & Equipment

Chair Syeda Hoque
Member Jason Ferguson

Utilities

Chair Jason Ferguson
Member Rich Girard

HEROC (Hatfield Economic Revitalization Outreach Committee)

Chair Rich Girard
Member Syeda Hoque
Mayor Mary Anne Girard

8. NEW BUSINESS:

**B. Heckler Property Estate Road
Opening Request**



BOROUGH OF HATFIELD

401 South Main Street, PO Box 190, Hatfield, PA 19440

Ph: 215-855-0781 Fax: 215-855-2075

STREET OPENING PERMIT APPLICATION

WO#: _____

FEE: _____

APPLICANT: Estate of Howard E. Heckler DATE: _____

APPLICANT ADDRESS: _____

CLERK: _____ PHONE #: _____

24-HR EMER. PHONE #: _____ EMAIL: _____

ADDRESS/LOCATION OF PROPOSED WORK: Lots 1 & 2, W. School St.,
Parcels 09-00-01630-26 and 09-00-01630-035

LOCAL STREET: X COUNTY ROAD: _____ STATE ROAD: _____ (STATE PERMIT REQUIRED)

TYPE OF WORK TO BE PERFORMED: Mill and pave 1.5" wearing course
after completion of utility connections

DIMENSION OF PROPOSED WORK: 153' x 29' (PROVIDE A MAP AND DETAILS ON A SEPARATE PAGE)

DATE WORK IS TO BEGIN: TBD COMPLETION DATE: TBD (10 DAY MAXIMUM)

DETOUR REQUIRED? YES NO: X (IF YES, PLEASE PROVIDE DETOUR ROUTE ON A SEPARATE SHEET.)

PA ONE-CALL SERIAL NUMBER: To be provided

The applicant agrees with the following terms & conditions:

All work shall be in compliance with The Hatfield Borough Code, Chapter 21, (Streets & Sidewalks) and PA Department of Transportation specifications.

Contact the Borough Engineer at least 72 hours prior to any required inspection.

Signature of Applicant: Russell Heckler Date: 11/16/25

Application approved by: _____ Date: _____

Final Inspection by: _____ Date: _____

Comments: _____

**Application of Estate of Howard E. Hecker, Deceased
for Relief from Hatfield Borough Ordinance § 21-110**

Applicant: Estate of Howard E. Heckler, Deceased (the "Estate")
by its Executor, Russell S. Heckler
c/o Jeffrey K. Landis, attorney for the Estate

Subject Matter: Hatfield Borough TPNs 09-00-01630-026 and 09-00-01630-035, being two vacant lots located on the north side of West School Street near its intersection with Wayne Avenue (the "Lots"), as depicted on the attached Plan of Subdivision prepared for Howard E. Heckler by Metz Engineers, approved by Hatfield Borough on and dated 08-24-20, as recorded on October 23, 2020 at the Montgomery County Recorder of Deeds at Book 54, Page 96.

Issue: The Applicant seeks relief from the ordinance cited below regarding the Applicant's plan to sell the vacant lots to a builder(s) that will seek to build residential structures on the said lots that will tie into the public utilities that lie within West School Street, which was paved in August 2024.

Hatfield Borough Ordinance § 21-110. Notice to Property Owners and Utility Companies of Proposed Improvements; Restrictions on Excavating Newly Improved Streets. [Ord. No. 154, 2/3/1964, § 10]

The Borough Engineer shall give timely notice to all persons owning property abutting on any street within the Borough about to be paved or improved, and to all public utility companies operating in the Borough, and all such persons and utility companies shall make all water, gas or sewer connections, as well as any repairs thereto which would necessitate excavation of the said street within 30 days from the giving of such notice, unless such time is extended in writing for causes shown by the Borough Engineer. New paving shall not be opened for a period of five years after the completion thereof, except in case of emergency, the existence of which emergency and necessity for the opening of such paving to be determined by the Borough Engineer. If it is sought to excavate upon or open a street within five years after the completion of the paving thereof for any reason than an emergency as above stated, the applicant shall make written application to the Borough Council, and a permit for such opening shall only be issued after express approval of Council.

Facts:

Howard E. Heckler, former mayor of Hatfield Borough, obtained the property that now comprises the Lots in or about 1969. In 2020 Mr. Heckler completed a subdivision which created the Lots. Both Lots presently conform with all relevant zoning and SALDO ordinances as building lots. To settle the Estate under the terms of Mr. Heckler's last will and testament, the Estate desires to sell the Lots through the services of local realtor, Reeves Miller. Prospective buyers have expressed hesitancy to make an offer on the Lots because of the restriction on opening West School Street within the 5 years from its August 2024 paving.

On behalf of the Estate, Jeff Wert, PE, PLS, of Metz Engineers has made inquiries with the Borough as to its expectations of how the repaving would be required to be done if the Estate was permitted to open the street within the 5-year period. To that end, Mr. Wert has supplied the Estate with the following input which is attached hereto.

1. 10/3/25 input from Steve Fickert, Hatfield Borough Public Works Director.
2. 10/14/25 bid memorandum put out for the repaving job.
3. 10/16/25 bid of CSC Asphalt, Inc. - \$19,500.
4. 10/17/25 bid of Maintain It All - \$22,600.

Applicant's Request:

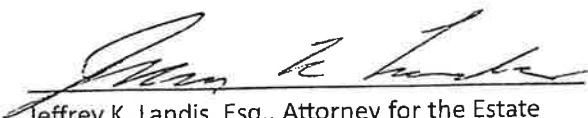
The Applicant requests that Borough Council approve the opening of the West School Street at some point in time before August 2029 to allow for a builder's connection to water and sewer, and in connection therewith, it is acceptable to the Estate that the following conditions be imposed upon such opening.

1. Connections to the public utilities for both lots be established at the same time, so that one road intrusion is all that is required.
2. The roadway be repaved as per the input of the Hatfield Borough Public Works Director.
3. From the first sale of the Lots, an escrow of \$31,575 be established with the Borough (150% of the average of the repaving bids in hand) to cover the repaving of the roadway.
4. The repaving be completed under contract with a builder by a contractor satisfactory to Hatfield Borough and according to final specifications it approves.

Respectfully submitted,

Date: 11.12.2025

By:



Jeffrey K. Landis, Esq., Attorney for the Estate

Jeffrey Landis

From: Catherine M. "Kate" Harper [REDACTED]
Sent: Monday, October 6, 2025 10:51 AM
To: Jeffrey Landis
Subject: FW: W. School Rd. vacant lots of the Estate of Howard Heckler

Hi, Jeff,

Here is the recommendation of the Public Works Director for the Borough Council. Please look it over. It's the frontage of the two lots on the recently paved road he's looking for. If agreeable, it might be easiest to have the Estate offer to get this work done as a condition of permission at the hearing. Let me know. Kate Harper

Catherine M. "Kate" Harper

Main Phone: 215.646.6000
400 Maryland Drive | P.O. Box 7544
Fort Washington, PA 19034-7544
TimoneyKnox.com

[Download vCard](#) | [Read Bio](#)

Timoney Knox LLP | Attorneys at Law

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From: Steve Fickert [REDACTED]
Sent: Friday, October 3, 2025 11:13 AM
To: [REDACTED]
Subject: RE: W. School Rd. vacant lots of the Estate of Howard Heckler

Kate,

I'm following up with our discussion from executive session regarding the paving limits I'm suggesting at the W. School St. vacant lots. My suggestion to council, should they allow this to happen, is quite simple.

1. Not only will the water and sewer need to be installed, tested, & inspected to a point of outside the legal right of way, they should also be required to install depressed curbs and aprons for each property. The depressed curbs would be another possible road opening that hasn't been discussed yet.
2. The restoration paving should go from property corner to property corner on both lots and curb to curb (see attached map that is not exact). This would include putting back any thermoplastic road markings.

3. Is there anyway Hatfield Borough can have a say in who does the paving work? I would hate for someone to hire an inadequate contractor who isn't capable of doing this type of work and we are stuck with a road that falls apart in two years.



Stephen Fickert Jr.
Hatfield Borough
Public Works Director/
Electric Superintendent
215-855-0781 Option 2



Civil Engineers & Land Surveyors · PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111

MEMORANDUM

TO: Potential Bidders

CC: Jeffrey Landis, Esq.

From: Jeff Wert, PE, PLS

Date: 10/14/25

The Estate of Howard Heckler is seeking bids to perform a 1.5" mill and pave of West School Street, as shown on the attached plan for the purpose of restoring the road after utility trenches and curb cuts are completed for the two lots to be developed. This is being required by Hatfield Borough. It is anticipated that the work will be done in 2026. Accordingly, any pricing should be based on the current asphalt index and be noted as such. The trenches for utility and curb depressions are to be restored by the two builders of the respective lots with 2A stone and a minimum of 6" of 19 mm asphalt, level with existing grade.

Some additional requirements are as follows:

1. Milling and paving to be performed after all street openings and restorations are completed.
2. Mill and paving to be between May 1 & October 15, unless permitted otherwise by the Borough.
3. Paving to be made in 2 passes each 14' wide.
4. Paving to comply with PennDOT specifications Form 408.
5. Material to be 9.5 mm, 0.3 to 3.0 Esals Superpave mix, compacted to meet Form 408 requirements.
6. Trench settlements to be scratched with 9.5 mm mix, if needed.
7. Seal joints, gutters, manholes & valves with AC 20 or equal.
8. Repaint stop bar and crosswalk with thermoplastic markings.
9. Traffic control to be provided per PennDOT pub 148 – W.Z.T.C
10. Contractor to provide insurances suitable to Hatfield borough.
11. Contractor to provide PA One Call.

Herbert H. Metz, Inc. Since 1912



12. Contractor to provide a 12 month warranty to Estate.
13. The existing utility information provided is based on One Call information (horizontal location, not vertical information). Working around the utilities, relocation of utilities, restoration of any damaged utilities is included.
14. Any disturbed areas must be re-seeded, fine graded and mulched. 6" topsoil required.
15. See attached plan.
16. Safety fence and/or barricades are to be included to close off construction area.
17. Erosion & Sediment Controls are not shown and would consist of inlet filters in any downslope inlets.
18. Staging and Storage areas are to be left clean and restored to pre-work condition.

Attachment



CSC Asphalt, Inc.

A Women-Owned Small Business

4219 Bethlehem Pike, Suite 2
Telford, PA 18969

Estimate

Date	Estimate #
10/16/2025	CSC252038

Phone # [REDACTED]

Fax # [REDACTED]

Name / Address

Metz Engineers
PO Box 647
Lansdale, PA 19446

Location:

West School Road and WAvne Ave
Hatfield, PA

Description	Total
Paving: -- Mill approximately 429 square yards to a depth of approximately 1.5 inches. -- Remove millings, spoils, and other extraneous materials from site. -- Clean the prepared surface. -- Coat the area with liquid tack for asphalt adherence. -- Apply a "scratch course" of asphalt over sunken areas to level surface before paving. -- Pave approximately 429 square yards using 1.5 inches* of hot, rolled 9.5mm asphalt wearing course -- Seal asphalt joints with liquid crack sealing material, as required.	15,000.00
Line Striping -- Replace STOP/Bar and Crosswalk using heat-applied thermo-plastic paint strips	4,500.00
Notes: -- PERMITS AND-ASSOCIATED FEES, IF REQUIRED, ARE THE RESPONSIBILITY OF THE CUSTOMER. -- Paving material and workmanship under one-year warranty. -- Asphalt thicknesses listed above represent "average compacted depth" and may be adjusted to achieve required pitch -- Proposal prepared using company wage rates -- CSC will notify "ONE CALL - Call Before You Dig" at least 3 working days prior to any scheduled excavation -- This proposal will expire after December 31, 2025. (Expiration Date) -- Jobs started after the expiration date may result in price adjustments due to unforeseen cost increases -- Prepared by Walt Caskey, Director, Operation & Sales, (215) 397-8953 (cell), walt@cscasphalt.com -- Prepared by Mike Volpe, Estimator, (215) 399-6075 (cell), mike@cscasphalt.com	
Payment Terms: -- Customer will be invoiced for a 30% down payment at the start of the work. -- The balance is due upon completion of the work specified above.	

WE PROPOSE TO FURNISH MATERIAL AND LABOR - TO COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR A TOTAL OF:

Total

All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only with written orders, and will become an extra charge over and above the amount set forth here in. We are not responsible for delays caused contingencies beyond our control, such as weather. A certificate of insurance can be provided upon request by customer. Our workers are fully covered by Workman's Compensation Insurance.

CSC Representative:

Customer Signature:

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Invoices over 30 days are subject to Interest and Finance Charges of 1.5% per month.

Date:



Maintain It All
18 W. Mount Kirk Ave.
Eagleville, PA 19403
[REDACTED]
www.maintainitall.com

BILL TO

Metz Engineers
410 Derstine Avenue
Lansdale, PA 19446 USA

ESTIMATE	ESTIMATE DATE
136360465	Oct 17, 2025

JOB ADDRESS

Estate of Howard Heckler
100 West School Street
Hatfield, PA 19440 USA

Job: 136363787

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
CAMP	Commercial Asphalt Mill & Pave: 443 SY	1.00	\$18,400.00	\$18,400.00
	Provide daily traffic control for all our work. Mill and dispose of the existing pavement to a depth of 1.5". Sweep and clean milled asphalt surface with a power broom. Apply tack coat for adhesion Install 1.5" thick layer of 9.5mm hot mix asphalt wearing course to repave the parking lot. Compact with 5 ton vibratory roller. Clean and haul away debris. Hot Tar seams and curb lines.			
CLS	Commercial Line Striping: Repaint the specified crosswalk and stop bar with Thermoplastic Paint	1.00	\$4,200.00	\$4,200.00
AI	Asphalt Index: <i>This pricing is based on the PennDOT ECMS asphalt index of \$639.00 per ton and is valid for the month that the estimate is provided. The index is updated on the first of every month. Any significant change in the index at the time when the work is scheduled, will reflect an escalation in the price to the proposal.</i>	1.00	\$0.00	\$0.00
NOTES	Notes: NOTE: Open shop wages apply. Does not include and permit costs	1.00	\$0.00	\$0.00

SUB-TOTAL	\$22,600.00
TAX	\$0.00
TOTAL	\$22,600.00

CUSTOMER AUTHORIZATION

Pricing valid for 30 days. Permit fees additional cost. EZ PAY payment plans are subject to separate payment terms and fees. Payment Terms: 25% down payment for any job over \$2,000 and balance due within 14 days of completion of work. Any credit card payment for any project totaling over \$2,000 will incur a 3% transaction fee including deposits. There will be a 1.5% finance charge per month on any balance unpaid after the due date. If the Company requires the services of legal counsel to enforce payment hereunder, the party in which this proposal is made shall be required to pay Company's attorney's fees and costs relating to any collection action to be taken.

Acceptance of Contract: The prices, specifications and conditions outlined in this estimate and attached documents are hereby accepted. It is also assumed that since this document serves as a proposal as well as a contract, that the contracting party has reviewed the terms and conditions listed within this agreement and attachments. Also that requesting the work to be completed by verbal, signed agreement or written, faxed or electronic correspondence requesting or acknowledging such a request, etc. shall constitute acceptance of all terms, and conditions listed within this proposal and attachments, and the requesting party waives any claim to the contrary.

Sign here

Date

December 23, 2025

Jaime E. Snyder
Borough Manager
Hatfield Borough
401 South Main Street
Hatfield PA 19440

RECEIVED

By Jaime E. Snyder, MPA at 12:57 pm, Dec 23, 2025

RE: Heckler Estate – West School Street
Street Opening Permit
Bursich Project No: HAT-01 / 065075/Permits

Dear Jaime:

As requested, Van Cleef Engineering has reviewed the Street Opening Permit application for the Estate of Howard E. Heckler at Lots 1 & 2 along W. School St. The following documents were received in our office on November 18, 2025:

- Street Opening Permit Application for Lots 1 & 2, W. School St. dated 11/16/25
- Application of Estate of Howard E. Heckler, Deceased – for Relief from Hatfield Borough Ordinance §21-110
- Memorandum from Metz Engineers dated 10/14/25 soliciting bids for street re-paving following installation of utilities in West School Street
- Cost Estimate from CSC Asphalt, Inc. dated 10/16/2025
- Cost Estimate from Maintain It All dated Oct. 17, 2025

The lots are parcels 09-00-016300 and 09-00-01630-035 and were created by a subdivision recorded in 2020. The two parcels are located at the northwestern corner of the W. School St. / Wayne Ave. intersection and are currently vacant and unimproved. The applicant is proposing to install two water service pipes and two sanitary laterals in West School Street to connect to the public utility mains.

We offer the following for your consideration:

OFFICE LOCATIONS

Hillsborough, NJ
908-359-8291

Mt. Arlington, NJ
862-284-1100

Phillipsburg, NJ
908-454-3080

Doylestown, PA
215-345-1876

Pottstown, PA
610-323-4040

Hamilton, NJ
609-689-1100

Toms River, NJ
732-573-0490

Freehold, NJ
732-303-8700

Bethlehem, PA
610-332-1772

Hatfield Borough Codes - Chapter 21: Streets and Sidewalks

1. §21-110 – The Borough Engineer shall give timely notice to all persons owning property abutting on any street within the Borough about to be paved or improved, and to all public utility companies operating in the Borough, and all such persons and utility companies shall make all water, gas or sewer connections, as well as any repairs thereto which would necessitate excavation of the said street within 30 days from the giving of such notice, unless such time is extended in writing for causes shown by the Borough Engineer. New paving shall not be opened for a period of five years after the completion thereof, except in case of emergency, the existence of which emergency and necessity for the opening of such paving to be determined by the Borough Engineer. If it is sought to excavate upon or open a street within five years after the completion of the paving thereof for any reason other than an emergency as above stated, the applicant shall make written application to the Borough Council, and a permit for such opening shall only be issued after express approval of Council.

West School Street Paving Contract (2024)

1. West School Street was re-paved in 2024 as part of Contract No. HAT 24-02. The project also included re-paving Jean Drive, Jade Drive, and June Drive along with associated pavement markings.
2. The contract was advertised in The Reporter on April 22, 2024 and April 29, 2024, in addition to bids being solicited publicly on PennBid.
3. The project was funded with liquid fuels funds. All advertisements, contract documents, and construction documents were reviewed by PennDOT and deemed to be satisfactory for the use of liquid fuels funds.
4. The PaOne Call service was utilized during the contract preparation, and prior to construction, to coordinate with utility providers. Direct coordination with NPWA occurred prior to construction starting.
5. Prior to construction, signs were posted along all affected roads, and notes were posted on the doors of all residences directly affected by the construction.
6. Construction was deemed to be complete on September 13, 2024, in a recommendation for final payment letter issued by our office.

Impacts to Street

New trenches in streets can result in settlement, deterioration and cracking at the pavement seams, and potential water penetration once the crack seal fades. This water penetration can cause freezing in joints and voids below the pavement surface, which creates heaving, larger cracking, and deterioration. The seams can also present uneven pavement that would be susceptible to damage. Additionally, pavement settles over time, with recently paved streets being more prone to settling. With pavement sections being installed at different times, the areas will not settle together as one unit and can result in unevenness.

Recommended Conditions

If Borough Council is interested in allowing the utilities to be installed within the street prior to the moratorium expiring, we recommend the following conditions, at a minimum:

1. The re-paving should extend from curb-to-curb along the frontage of the two properties.
2. Depressed curbs for future driveways into the properties must be installed prior to paving. The driveway depressions must be in satisfactory locations to be utilized for future dwellings without modifications that would impact the street.
3. The base asphalt course must be cut back one foot on each side of the trenches to minimize the potential for trench settling. Temporary paving shall be in place for a minimum of 60 days prior to final paving.
4. The trenching, bedding, backfilling, and compaction must be performed in accordance with the enclosed specifications (Section 02221 – Trenching, Backfilling & Compacting).
5. If sanitary bypass pumping is determined to be necessary by Borough Representatives, it must be performed in accordance with the enclosed specifications (Section 02228 – Temporary Bypass Pumping System).
6. Paving must be performed in accordance with the enclosed specifications (Section 02575 – Paving and Resurfacing).
7. The laterals and connections to the main must be installed in accordance with the enclosed specifications (Section 02611 – Sanitary Sewer Pipe).
8. Concrete curbs must be installed in accordance with the enclosed specifications (Section 03254 – Concrete Curbs).
9. Concrete sidewalks and aprons must be installed in accordance with the enclosed specifications (Section 03255 – Concrete Sidewalks).
10. Shop drawings / material specifications must be submitted for approval for all materials intended to be used in the construction.
11. Material slips must be provided for all materials used in the construction.
12. Financial Security should be provided for full-depth asphalt restoration in the trenches in addition to the wearing course, driveway depressions, crack seal, and pavement markings. An updated estimate should be provided for review.
13. A one-year Maintenance Bond in the amount of 15% of the total construction cost should be provided once the work is deemed by the Borough to be complete.
14. All work must be performed by contractors pre-approved by the Borough.
15. All construction equipment and materials shall be staged and stored in a location pre-approved by the Borough.
16. A pre-construction video shall be provided by the applicant prior to mobilizing. The video shall be of sufficient quality to identify the existing conditions of all areas within and around the areas of construction, including all staging and storage areas.
17. Any grass areas disturbed for the construction shall be filled with topsoil, fine-graded, seeded, and stabilized.

Heckler Estate – West School Street
Street Opening Permit
December 23, 2025
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18. The Contractor shall install and maintain erosion and sedimentation controls to the satisfaction of the Borough.
19. Safety fencing / barriers shall be installed to protect the public from the work and staging / storage areas. In no case shall an excavated trench or demolished surface be left unattended at any time. All excavated areas shall be made level with the surrounding area at the end of each workday.
20. The applicant and contractors shall provide insurance in amounts suitable to the Borough, and shall indemnify Hatfield Borough, Staff, Representatives, and Consultants from liability, in a form satisfactory to the Borough Solicitor.

Should you have any questions or need further information, please feel free to contact me at [REDACTED]
[REDACTED]

Very Truly Yours,
Van Cleef Engineering Associates, LLC



Chad E. Camburn, P.E.
Professional Engineer

Enclosures: Construction Specifications

Pc: Katie Vlahos, Assistant to the Borough Manager (*via email*)
Steve Fickert, Borough Public Works Director (*via email*)
Kate Harper, Borough Solicitor (*via email*)
Bob Heil, Hatfield Borough Zoning Officer (*via email*)

SECTION 02221
TRENCHING, BACKFILLING & COMPACTING

PART 1 GENERAL

1.01 DESCRIPTION

- A. The work of this section includes, but is not limited to:
 - 1. Cutting paved surfaces
 - 2. Blasting
 - 3. Trench excavation, backfill and compaction
 - 4. Support of excavation
 - 5. Pipe bedding requirements
 - 6. Control of excavated material
 - 7. Rough grading
- B. Related work specified elsewhere
 - 1. Contractor is responsible to review Contract Documents to coordinate the work of this section with the requirements of all associated sections.
- C. Applicable Standard Details
 - 1. Pipe trenching, bedding and concrete encasement details as shown on the Contract Drawings.

1.02 QUALITY ASSURANCE

- A. Testing Agency
 - 1. Contractor is responsible for compaction testing, which shall be performed by a Soils Testing Laboratory engaged and paid for by the Contractor and approved by the Engineer.
- B. Reference Standards
 - 1. Pennsylvania Department of Transportation (PennDOT)
 - a. Regulations Governing Occupancy of Highways by Utilities (67 PA Code, Chapter 459)
 - b. Publication 408 Specifications
 - c. Pennsylvania Test Method, PTM 106
 - d. Pennsylvania Test Method, PTM 402
 - e. Publication 213, Work Zone Traffic Control
 - 2. American Society for Testing and Materials (ASTM)
 - a. ASTM C33 Specs. for Concrete Aggregates

SECTION 02221
TRENCHING, BACKFILLING & COMPACTING

- b. ASTM D1557 Test for Moisture-Density Relations
- c. ASTM D1556 Test for Density of Soil in Place by the Sand-cone Method.
- 3. American Association of State Highway & Transportation Officials (AASHTO)

C. Compaction Testing

- 1. Conduct one test for each 500 linear feet of pipeline or daily. Conduct compaction tests at locations as directed by the Engineer during backfilling operations.
- 2. Determine compaction in state highways and shoulders by the testing procedure contained in Pennsylvania Test Method, PTM 106, Method B or PTM 402.
- 3. Determine compaction in areas other than State highways and shoulders by the testing procedure contained in ASTM 1557 or ASTM D2922, or as directed by Engineer.

1.03 SUBMITTALS

A. Certificates

- 1. Submit certification attesting that the composition analysis of pipe bedding and select material stone backfill materials meet specification requirements.
- 2. Submit certified compaction testing results from the soils testing laboratory.

B. Compaction Equipment List

- 1. Submit a list of all equipment to be utilized for compacting, including manufacturers' lift thickness limitations.

1.04 JOB CONDITIONS

A. Classification of Excavation

- 1. All excavation work is UNCLASSIFIED. Excavation work includes excavation and removal of all soil, shale, rock, boulders, fill, pavement, and all other materials encountered of whatever nature.

SECTION 02221
TRENCHING, BACKFILLING & COMPACTING

B. Compaction of Backfill

1. The degree of compaction required at each location is as follows:
 - a. In all roadways and shoulders the specified backfill shall be thoroughly compacted over and around the pipe by use of vibratory tamping pads or where these cannot be used, by mechanical or hand tamping. Backfilling shall be compacted to at least ninety-five percent (95%) of maximum density at optimum moisture content. Testing of trenches in State Roads shall be in accordance with PennDOT specifications.
 - b. All other areas shall be backfilled from top of bedding materials to a minimum of 1'-0" above the top of the pipe with the required backfill material and compacted to at least ninety-five (95%) of maximum density at optimum moisture content. Backfilling shall continue from a minimum of 1'-0" above the top of the pipe to the required grade with the specified material and compacted to at least eighty-five (85%) percent of maximum density at optimum moisture content.
 - c. The optimum moisture content and the maximum density of each type of material used for trench backfill shall be determined by "Tests for Moisture-Density Relations of Soils, using 10 lb. Hammer and 18 inch Drop" (ASTM D1557 or ASSHO T-180).
 - d. The field moisture content of materials being compacted shall be determined by "Laboratory Determination of Moisture Content of Soil" (ASTM D2216). The field density of compacted material shall be determined by "Test for Density of Soil in Place by the Sand-Cone Method" (ASTM D1556).
 - f. Lift Thickness Limitations - Submit a list of the Compaction Equipment to be utilized on the Project, the recommendations of the equipment manufacturer as to the maximum lift thickness which can be placed, and the method of compaction to be used with this equipment to achieve the required compaction. In no case shall maximum lift thickness placed exceed the maximum limits specified by the manufacturer's recommendations. However, if the equipment manufacturer's lift thickness recommendation is followed and the specified compaction is not obtained, the Contractor shall, at his own expense, remove, replace and retest, as many times as is required, to obtain the specified compaction.

SECTION 02221
TRENCHING, BACKFILLING & COMPACTING

C. Control of Traffic

1. Employ traffic control measures in accordance with PaDOT Publication 213, "Work Zone Traffic Control", and as indicated in Section 01570 entitled "Traffic Regulation".

D. Protection of Existing Utilities and Structures

1. Take all precautions and utilize all facilities required to protect existing utilities and structures. In compliance with Act 287 of the General Assembly of Pennsylvania, advise each Utility at least 3 working days in advance of intent to excavate, do demolition work or use of explosives and give the location of the job site. Request cooperative steps of the Utility and suggestions for procedures to avoid damage to its lines.
2. Advise each person in physical control of powered equipment or explosives used in excavation or demolition work of the type and location of utility lines at the job site. Request cooperative steps of the Utility and their procedures to follow to prevent damage to existing utilities.
3. Immediately report to the Utility and the Engineer any break, leak or other damage to the lines or protective coatings or tracer wires made or discovered during the work and immediately alert the occupants of premises of any emergency created or discovered.
4. Allow access to Utility personnel at all times for purposes of observation, maintenance, repair and inspection.
5. Excavating machinery, dump trucks and cranes shall be operated with care to prevent damage to existing structures, paving and wires.
6. On paved surfaces, the Contractor shall not use or operate tractors, bulldozers or other power-operated equipment outside of the work zone of which the treads or wheels will cut or otherwise damage such surfaces.
7. The Contractor must exercise care not to damage paving, curb, inlets, sidewalk, pavement etc. Any damages to areas outside the limit of trench width shall be replaced in kind by the Contractor at his own expense, to the satisfaction of the Engineer.
8. The restoration of existing property or structures shall be done as promptly and as complete as possible and shall not be left until the end of the construction period. In no case shall restoration of areas not be completed within 30 days following the installation of the pipe except if weather does not permit final restoration.

SECTION 02221

TRENCHING, BACKFILLING & COMPACTING

PART 2 PRODUCTS

2.01 SANITARY PIPE BEDDING MATERIALS

- A. AASHTO No. 8 or 57 Coarse Aggregate a minimum of 6" beneath pipe and up to springline of pipe, Table C, Section 703.2, Publication 408 Specifications. Do not use slag or cinders.
- B. AASHTO No. 8 or 57 Coarse Aggregate from springline to a minimum 1'-0" above pipe.

2.02 BACKFILL MATERIAL

- A. Select Material Backfill (Select Backfill)
 1. Crushed stone or gravel aggregate conforming to "Select Granular Material" (PennDOT No. 2A Coarse Aggregate, PennDOT Publication 408 Specifications - slag or cinders are not acceptable).
- B. Suitable Backfill Material (Other than State Highway and Municipal Road Cartways and Shoulders)
 1. Material excavated from the trench if free of roots or stones larger than 4" in size and free of wet, frozen, or organic materials.
- C. Suitable Backfill Material (State Highway and Borough Road Cartways and Shoulders)
 1. From 12" above pipe to road subgrade elevation.
 - a. Material shall be PennDOT No. 2A Coarse Aggregate.
- D. Suitable Foreign Backfill Material
 1. Material meeting the requirements of paragraph B above which has to be rehauled or hauled further to the point of use than it would be to haul it to the spoil area.

2.03 SHEETING AND BRACING

A. Wood Sheeting and Bracing

1. Shall be sound and straight; free from cracks, shakes and large or loose knots; and shall have dressed edges where directed.

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TRENCHING, BACKFILLING & COMPACTING

2. Shall conform to National Design Specifications for Stress Grade Lumber having a minimum fiber stress of 1200 pounds per square inch.
- B. Steel Sheeting and Bracing
 1. Shall be sound and straight; free from cracks and warping.
 2. Shall conform to ASTM A 328 with a minimum thickness of 3/8 inch.

2.04 PERFORATED STORM PIPE BEDDING MATERIALS

- A. Crushed stone or gravel aggregate conforming to "Impervious Material" (PennDOT No. 2A Coarse Aggregate, PennDOT Publication 408 Specifications - slag or cinders are not acceptable).
- B. Crushed stone or gravel aggregate from a minimum 4" below pipe to 2" above springline of pipe.

2.05 BACKFILL MATERIAL

- A. Select Material Backfill (Select Backfill)
 1. AASHTO No. 8 or 57 Coarse Aggregate from 2" above springline to below road subbase section
- B. Suitable Backfill Material (Other than State Highway and Municipal Road Cartways and Shoulders)
 1. Material excavated from the trench if free of roots or stones larger than 4" in size and free of wet, frozen, or organic materials.
- C. Suitable Backfill Material (State Highway and Borough Road Cartways and Shoulders)
 1. From 12" above pipe to road subbase elevation.
 - a. Material shall be AASHTO No. 8 or 57 Coarse Aggregate
- D. Suitable Foreign Backfill Material
 1. Material meeting the requirements of paragraph B above which has to be rehauled or hauled further to the point of use than it would be to haul it to the spoil area.

SECTION 02221
TRENCHING, BACKFILLING & COMPACTING

2.06 SHEETING AND BRACING

A. Wood Sheeting and Bracing

1. Shall be sound and straight; free from cracks, shakes and large or loose knots; and shall have dressed edges where directed.
2. Shall conform to National Design Specifications for Stress Grade Lumber having a minimum fiber stress of 1200 pounds per square inch.

B. Steel Sheeting and Bracing

1. Shall be sound and straight; free from cracks and warping.
2. Shall conform to ASTM A 328 with a minimum thickness of 3/8 inch.

PART 3 EXECUTION

3.01 MAINTENANCE AND PROTECTION OF TRAFFIC

- A. Coordinate the work to insure the least inconvenience to traffic and maintain traffic in one or more unobstructed lanes unless closing the roadway is authorized.
- B. Maintain access to all streets and private drives.
- C. Provide and maintain signs, flashing warning lights, barricades, markers, and other protective devices as required to conform with construction operations and to keep traffic flowing with minimum restrictions, on a 24 hour basis.
- D. Comply with state and local codes, permits and regulations.

3.02 CUTTING PAVED SURFACES

- A. Where installation of pipelines, miscellaneous structures, and appurtenances necessitate breaking a paved surface, make cuts in a neat uniform fashion forming straight lines parallel with the centerline of the trench in accordance with the Contract Drawings. Cut offsets at right angles to the centerline of the trench.
- B. Protect edges of cut pavement during excavation to prevent raveling or breaking; square edges prior to pavement replacement.
- C. The requirements for neat line cuts may be waived if the final paving restoration indicates overlay beyond the trench width.
- D. Dust control is required at all times on this project. All masonry and bituminous materials being cut must utilize a wet cutting operation to minimize dust.

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TRENCHING, BACKFILLING & COMPACTING

3.03 BLASTING

- A. Blasting is NOT permitted on this project.

3.04 TRENCH EXCAVATION

A. Depth of Excavation

1. Gravity Pipelines
 - a. Excavate trenches to the depth and grade shown on the profile drawings for the invert of the pipe plus that excavation necessary for placement of pipe bedding material.
2. Where unsuitable bearing material is encountered in the trench bottom, continue excavation until the unsuitable material is removed, solid bearing is obtained or can be established, or concrete cradle can be placed. If no concrete cradle is to be installed, refill the trench to required pipeline grade with pipe bedding material, in accordance with the Contract Documents.
3. Where the Contractor, by error or intent, excavates beyond the minimum required depth, backfill the trench to the required pipeline grade with pipe bedding material at no extra cost to the Owner.

B. Width of Excavation

1. Excavate trenches, including laterals, to a width necessary for placement and joining of the pipe, and for placing and compacting pipe bedding and trench backfill around the pipe, but not less than 12" plus the pipe outside diameter and no more than 24" plus the pipe outside diameter.
2. Shape trench walls completely vertical from trench bottom to at least 2 feet above the top of the pipe.

C. Length of Open Trench

1. Do not advance trenching operations more than 100 feet ahead of completed pipeline. At no time shall the trench be left open at the end of a work day.

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3.05 SUPPORT OF EXCAVATION

- A. Support excavations with sheeting, shoring, and bracing or a "trench box" as required to comply with Federal and State laws and codes.
- B. Where sheeting, shoring, bracing or trench boxes are used, they must be designed and sealed by a professional engineer licensed to practice in Pennsylvania.
- C. Install adequate excavation supports to prevent ground movement or settlement to adjacent structures, pipelines or utilities. Damage due to settlement because of failure to provide support or through negligence or fault of the Contractor in any other manner, shall be repaired at the Contractor's expense.
- D. Withdraw shoring, bracing, and sheeting as backfilling proceeds unless otherwise directed by the Engineer.

3.06 CONTROL OF EXCAVATED MATERIAL

- A. Keep the ground surface, within a minimum of 2 feet of both sides of the excavation free of excavated material.
- B. Provide temporary barricades to prevent excavated material from encroaching on private property, walks, gutters, and storm drains.
- C. Maintain accessibility to all fire hydrants, valve pit covers, valve boxes, curb boxes, fire and police call boxes, and other utility controls at all times. Keep gutters clear or provide other satisfactory facilities for street drainage. Do not obstruct natural water courses. Where necessary, provide temporary channels to allow the flow of water either along or across the site of the work.

3.07 DEWATERING

- A. General
 - 1. Comply with Federal and State requirements for dewatering to any watercourse. The Contractor shall at all times provide and maintain proper and satisfactory means and devices for the removal of all water entering the excavations, and shall remove all such water as fast as it may collect, in such a manner as shall not interfere with the prosecution of the work or the proper placing of pipes, structures, or other work.
 - 2. Water pumped or drained from any excavation may not enter existing watercourse without passing through a "Desilting Basin" constructed of acceptable soil erosion and sedimentation control devices.

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3. Unless otherwise specified, all excavations which extend down to or below the static groundwater elevation shall be dewatered by lowering and maintaining the groundwater beneath such excavations at all times when work thereon is in progress, during subgrade preparation and the placing of structure or pipe thereon.
4. Water shall not be allowed to rise over or come in contact with any masonry, concrete or mortar, until at least 24 hours after placement, and no stream of water shall be allowed to flow over such work until such time as the Owner may permit or 7 days whichever is less.
5. Where the presence of fine grained subsurface materials and a high groundwater table may cause the upward flow of water into the excavation with a resulting quick or unstable condition, the Contractor shall install and operate a wellpoint system to prevent the upward flow of water during construction.
6. Water pumped or drained from excavations, or any sewers, drains or water courses encountered in the work, shall be disposed of in a suitable manner without injury to adjacent property, the work under construction, or to pavements, roads, drives, and water courses. No water shall be discharged to sanitary sewers. Sanitary sewage shall be pumped to sanitary sewers or shall be disposed of by an approved method.
7. Any damage caused by or resulting from dewatering operations shall be the sole responsibility of the Contractor.

B. Work included

1. Installation
 - a. The wellpoint system shall be designed and installed by or under the supervision of an organization whose principal business is wellpointing and which has at least five consecutive years of similar experience and can furnish a representative list of satisfactory similar operations.
 - b. Wellpoint headers, points and other pertinent equipment shall not be placed within the limits of the excavation in such a manner or location as to interfere with the laying of pipe or trenching operations or with the excavation for and construction of other structures.
 - c. Detached observation wells of similar construction to the wellpoints shall be installed at intervals of not less than 50 feet along the opposite side of the excavation from the header pipe and line of wellpoints, to a depth of at least five feet below the

SECTION 02221

TRENCHING, BACKFILLING & COMPACTING

proposed excavation. In addition, one wellpoint in every 50 feet shall be fitted with a tee, plug and valve so that the wellpoint can be converted for use as an observation well. Observation well shall be not less than 1-1/2" in diameter.

- d. Standby gasoline or diesel powered equipment shall be provided so that in the event of failure of the operating equipment, the standby equipment can be readily connected to the system. The standby equipment shall be maintained in good order and actuated regularly not less than twice a week.

2. Operation

- a. Where wellpoints are used, the groundwater shall be lowered and maintained continuously (day and night) at the level not less than two feet below the bottom of the excavation. Excavation will not be permitted at a level lower than two feet above the water level as indicated by the observation wells.
- b. The effluent pumped from the wellpoints shall be examined periodically by qualified personnel to determine if the system is operating satisfactorily without the removal of fines.
- c. The water level shall not be permitted to rise until construction in the immediate area is completed and the excavation backfilled.

3.08 PIPE BEDDING REQUIREMENTS

- A. Pipe bedding to be AASHTO No. 8 or 57 Coarse Aggregate extending from a minimum depth of 6" below the outside diameter of the pipe to the springline of the pipe.
- B. Additional bedding to extend from the springline of the pipe to a minimum of 1'-0" above the top of the pipe shall be AASHTO No. 8 or 57 Coarse Aggregate.
- C. Bedding to be placed in maximum 8" lifts compacted to at least ninety-five percent (95%) of maximum density at optimum moisture content.
- D. Concrete cradle and concrete encasement, where required, shall be poured on undisturbed suitable earth.

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3.09 PIPE LAYING

- A. Care shall be taken to lay the pipe to true lines and grades. Every pipe laid shall be tested as to grade and alignment. Care must be taken to fit the joints together properly so that the centers of the pipes shall be in one and the same straight line, and so as to give an opening of even thickness, all around between spigot end of pipe and the socket end of specials and fittings. Each section of pipe shall rest upon the pipe bed for the full length of its barrel, with recesses excavated to accommodate bells and joints. Any pipe that has its grade or joints disturbed after laying, shall be taken up and relaid. The interior of all pipe shall be thoroughly cleaned of all foreign matter, before being lowered into the trench, and shall be kept clean during laying operations by means of plugs or other approved methods. Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions, or the weather, is unsuitable for such work. In all cases, water shall be kept out of the trench until the concrete, where used, has hardened. Every precaution necessary to obtain watertight construction for all joints must be taken. This same precaution must be taken for all connections with manholes.
- B. A laser beam should be used for maintaining alignment of the pipe during the installation. Such control shall be available for check by the Owner, at all times at no additional costs. Where laser cannot be used, the Contractor shall use double offset string line methods for vertical and horizontal control of the pipe installation when approved by the Owner.
- C. Lower pipe into trench using handling equipment designed for the purpose to assure safety of personnel and to avoid damage to pipe. Do not drop pipe.
- D. Lay pipe proceeding up-grade with the bell or groove pointing upstream.
- E. Lay pipe to a true uniform line with the barrel of the pipe resting solidly in bedding material throughout its length. Excavate recesses in bedding material to accommodate joints, fittings and appurtenances. Do not subject pipe to a blow or shock to achieve solid bearing or grade.
- F. Lay each section of pipe in such a manner as to form a close concentric joint with the adjoining section and to avoid offsets in the flow line.
- G. Clean and inspect each section of pipe before joining. Assemble to provide tight, flexible joints that permit movement caused by expansion, contraction, and ground movement. Use lubricant recommended by the pipe or fitting manufacturer for making joints. If unusual joining resistance is encountered or if the pipe can not be fully inserted into the bell, disassemble joint, inspect for damage, re-clean joint components, and reassemble joint.

SECTION 02221
TRENCHING, BACKFILLING & COMPACTING

H. Assemble joints in accordance with recommendations of the manufacturer.

1. Push-on Joints

- a. Clean the inside of the bell and the outside of the spigot. Insert rubber gasket into the bell recess.
- b. Apply a thin film of gasket lubricant to either the inside of the gasket or the spigot end of the pipe, or both.
- c. Insert the spigot end of the pipe into the socket, using care to keep the joint from contacting the ground. Complete the joint by forcing the plain end to the bottom of the socket. Mark pipe that is not furnished with a depth mark before assembly to assure that the spigot is fully inserted.

2. Mechanical Joints

- a. Wash the socket and plain end. Apply a thin film of soapy water. Slip the gland and gasket over the plain end of the pipe. Apply soapy water to gasket.
- b. Insert the plain end of the pipe into the socket and seat the gasket evenly in the socket.
- c. Slide the gland into position, insert bolts, and finger-tighten nuts.
- d. Bring bolts to uniform tightness. Tighten bolts 180-degrees apart, alternately.
- e. Jointing of mechanical joint pipe and fittings shall be done in accordance with the requirements of Section 9b of AWWA C600, and also in accordance with the "Notes on Method of Installation".

3. Coupled Joints

- a. Assemble in accordance with the manufacturer's recommendations.

- I. Disassemble and remake improperly assembled joints using a new gasket.
- J. Check each pipe installed as to line and grade in place. Correct deviation from line and grade immediately. A deviation from the designed grade as shown on the drawings, or deflection of pipe joints, will be cause for rejection.
- K. Place sufficient compacted backfill on each section of pipe, as it is laid, to hold firmly in place.

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- L. Clean interior of the pipe as work progresses. Where cleaning after laying is difficult because of small pipe size, use a suitable swab or drag in the pipe and pull forward past each joint immediately after the jointing has been completed.
- M. Keep trenches and excavations free of water during construction.
- N. When the work is not in progress, and at the end of each work day, securely plug open ends of pipe and fittings to prevent trench water, earth, or other substances from entering the pipes or fittings.
- O. Deflection
 - 1. When it is necessary to deflect pressure sewer mains from a straight alignment horizontally or vertically, do not exceed the following limits:
 - a. PVC: Deflections shall not exceed 2.5 degrees.
- P. For new construction, install wye branches and 45 ° elbows at locations designated by the Engineer concurrent with pipe laying operations. Use standard fittings of the same material and joint type as the pipeline into which they are installed. Saddles shall not be installed in lieu of wyes for new pipelines.

3.10 THRUST RESTRAINT

- A. Provide pressure pipe with concrete thrust blocking or use restrained joint fittings at all bends, tees, valves, and changes in direction, in accordance with the Contract Drawings.

3.11 BACKFILLING TRENCHES

- A. After pipe installation and inspection, hand place remaining pipe bedding material in accordance with the type bedding specified, and carefully hand compact around pipe to provide specified compaction around and under the pipe.
- B. For trenches not in paved areas, for PVC and HDPE pipe, backfill to a minimum of 12 inches above the top of the pipe with AASHTO No. 8 or 57 coarse aggregate and carefully compact to at least ninety-five percent (95%) of maximum density at optimum moisture content. Backfill the remainder of the trench with suitable material in maximum 12" lifts and compact to at least eighty-five percent (85%) of maximum density at optimum moisture content.

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- C. For trenches in paved highways and shoulders owned and maintained by the municipality or PADOT, backfill the entire trench from the top of the bedding material to the finished subgrade elevation as shown on the Contract Drawings with PennDOT No. 2A Coarse Aggregate. All material shall be hand placed and carefully compacted to at least ninety-five percent (95%) of maximum density at optimum moisture content. Backfill shall be placed in lifts, the depth of which shall be determined by the compaction equipment to be used in the field. Under no circumstances shall the depth of a lift exceed twelve (12) inches. Upon completion of the backfill operation replace road surface in accordance with contract specifications and drawings.
- D. Unsuitable Backfill Material
 - 1. Where the Engineer deems backfill material to be unsuitable and rejects all or part thereof due to conditions prevailing at the time of construction, remove the unsuitable material and replace with select material stone backfill or suitable foreign backfill material.

3.12 DISPOSAL OF EXCAVATED MATERIAL

- A. Excavated material remaining after completion of backfilling shall remain the property of the Contractor, removed from the construction area, and legally disposed of.

3.13 ROUGH GRADING

- A. Rough grade areas disturbed by construction to a uniform finish within 48 hours. Form the bases for terraces, banks, lawns, and paved areas.
- B. Grade areas to be paved to depths required for placing subbase and paving the same day paved area is excavated for pipe installation.
- C. Rough grade areas to be topsoiled and seeded to the required depth below finish contours within 48 hours.

3.15 RESTORATION OF SURFACES

- A. Restore surfaces disturbed by construction to at least equal the surface condition prior to construction in the opinion of the Engineer.
- B. Restore grassed areas as specified in the Contract Documents.

****END OF SECTION****

SECTION 02228

TEMPORARY BYPASS PUMPING SYSTEM

PART 1 GENERAL

1.01 SCOPE

- A. Under this item the Contractor is required to furnish all materials, labor, equipment, power, maintenance, etc. to implement a temporary pumping system for the purpose of diverting the existing flow around the work area during a portion of the Project time. The Contractor is referred to Section Nos. 01010 and 01011 of the Specifications and the Plans for additional information regarding the scope of the temporary pumping.
- B. The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The Contractor shall employ the services of a vendor who can demonstrate to the Engineer that he specializes in the design and operation of temporary bypass pumping systems. The vendor shall provide at least five (5) references of projects of a similar size and complexity as this project performed by his firm within the past three years. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.
- C. The discharge from the pumping systems shall discharge to the manhole locations specified in the Contractor's Bypass Pumping Plan, to be submitted for review and approval.
- D. The Contractor is cautioned that flows increase dramatically during rain events. This must be taken into consideration when planning the work to be performed that requires bypass pumping.

1.02 SUBMITTALS

- A. The Contractor shall prepare with the vendor a specific, detailed description of the proposed pumping system and submit it and the vendor's references upon receipt of a notice to proceed.
- B. The Contractor shall submit to the Engineer detailed plans and descriptions outlining all provisions and precautions to be taken by the Contractor regarding the handling of existing wastewater flows. This plan must be specific and complete, including such items as schedules, locations, elevations, capacities of equipment, materials and all other incidental items necessary and/or required to insure proper protection of the facilities, including protection of the access and bypass pumping locations from damage due to the discharge flows, and compliance with the requirements and permit conditions specified in these Contract Documents. No construction shall begin until all provisions and requirements have been reviewed by the Engineer.
- C. The plan shall include but not be limited to details of the following:
 1. Staging areas for pumps;
 2. Sewer plugging method and types of plugs;
 3. Number, size, material, location and method of installation of suction

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piping;

4. Number, size, material, method of installation and location of installation of discharge piping;
5. Bypass pump sizes, capacity, number of each size to be on site and power requirements;
6. Calculations of static lift, friction losses, and flow velocity (pump curves showing pump operating range shall be submitted);
7. Standby power generator size, location;
8. Downstream discharge plan;
9. Thrust and restraint block sizes and locations;
10. Method of noise control for each pump and/or generator;
11. Any temporary pipe supports and anchoring required;
12. Design plans and computation for access to bypass pumping locations indicated in the Contractor's bypass pumping plan;
13. Calculations for selection of bypass pumping pipe size;
14. Schedule for installation of and maintenance of bypass pumping lines;

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. The pumps used shall be at a minimum a Godwin Dri-Prime Model CD225M with a minimum pumping capacity equal to the Peak Wet-weather Flow as indicated in the Sequence of Construction Section 01011, or approved equal. Two (2) pumps shall be provided. For short term pumping, both pumps shall be diesel powered with the lead pump having a critically silenced enclosure. All pumps must be fully automatic self-priming units that do not require the use of foot valves or vacuum pumps in the priming system. All pumps must be constructed to allow dry running for long periods of time.
- B. The Contractor shall provide the necessary submerged level transducers or floats and controls for each pumping system to automatically start and stop the pump.
- C. The backup diesel powered pump shall have controls that are independent of the lead pump.
- D. The backup pump shall be on-line. Each pump shall be provided with a check valve and an isolation valve.

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- E. Suction Piping – Each pump shall be provided with suction hose or HDPE pipe. Each pump shall draw suction from the manhole in the Contractor's Bypass Pumping Plan, as approved by Owner.
- F. Discharge Piping – In order to prevent the accidental spillage of flows, all discharge systems shall be temporarily constructed flanged hose or rigid pipe with positive, restrained joints. Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be allowed. Discharge hose will only be allowed in short sections and by specific permission from the Engineer.
- G. An inflatable plug that is kept under constant air pressure will be required to be installed in the outlet pipe in the manhole that has the suction hose installed in it.

2.02 SYSTEM DESCRIPTION

A. Design Requirements:

- 1. Bypass pumping systems shall have sufficient capacity to pump, at a minimum, equal to the Peak Wet-weather Flow as indicated in the Sequence of Construction Section 01011. The Contractor shall provide all pipeline plugs, pumps of adequate size to handle peak flow, and temporary discharge piping to ensure that the total flow can be safely pumped. ~~Bypass pumping system will be required to be operated 24 hours per day.~~
- 2. The Contractor shall have adequate standby equipment available and ready for immediate operation and use in the event of an emergency or breakdown.
- 3. ~~A high well level alarm with remote transmission capability shall be provided. In addition to activating an alarm, the high level alarm shall also automatically start the standby pump system.~~

B. Performance Requirements:

- 1. It is essential to the operation of the existing sewerage system that there be no interruption in the flow of sewage throughout the duration of the project. To this end, the Contractor shall provide, maintain and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and back-up units as required), conduits, all necessary power, and all other labor and equipment necessary to intercept the sewage flow before it reaches the point where it would interfere with his work.
- 2. The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.
- 3. The Contractor shall provide all necessary means to safely convey the sewage past the work area. The Contractor will not be permitted to stop or impede the main flows under any circumstances unless approved by the Owner.

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TEMPORARY BYPASS PUMPING SYSTEM

4. The Contractor shall maintain sewer flow around the work area in a manner that will not cause significant surcharging of sewers, damage to sewers and that will protect public and private property from damage and flooding.
5. The Contractor shall protect water resources wetlands and other natural resources.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL AND MAINTENANCE

A. Test:

1. The Contractor shall perform leakage and pressure tests of the bypass pumping discharge piping using clean water prior to actual operation. The Owner will be given 48 hours notice prior to testing. Prior to the start of any excavation work, the Contractor shall prove that the bypass pumping system is reliable and can adequately convey the sewage with a reasonable reserve capacity.

B. Inspection:

1. Contractor shall inspect bypass-pumping system every hour to ensure that the system is working correctly.

C. Maintenance Service:

1. The Contractor shall insure that the temporary pumping system is properly maintained and a responsible operator shall be on hand at all times when pumps are operating.

D. Extra Materials:

1. Spare parts for pumps and piping shall be kept on site as required.
2. Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

3.02 PREPARATION

A. Precautions

1. Contractor is responsible for locating any existing utilities in the area the Contractor selects to locate the bypass pipelines. The Contractor shall locate his bypass pipelines to minimize any disturbance to existing utilities and shall obtain approval of the pipeline locations from the Owner. All costs associated with relocating utilities and obtaining all approvals shall be paid by the Contractor.

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TEMPORARY BYPASS PUMPING SYSTEM

2. During all bypass pumping operation, the Contractor shall protect all local sewer lines from damage inflicted by any equipment. The Contractor shall be responsible for all physical damage to all local sewer lines caused by human or mechanical failure.

3.03 INSTALLATION AND REMOVAL

- A. The Contractor shall make connections to the existing sewer and construct temporary bypass pumping structures only at the access location indicated and as may be required to provide adequate suction conduit.
- B. Plugging or blocking of sewage flows shall incorporate primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance of work, it is to be removed in a manner that permits the sewage flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.
- C. When working inside manhole or force main, the Contractor shall exercise caution and comply with OSHA requirements when working in the presence of sewer gases, combustible oxygen-deficient atmospheres, and confined spaces.
- D. The installation of the bypass pipelines is prohibited in all wetland/Waters of the Commonwealth areas. The pipeline must be located off streets, sidewalks, and shoulders of the roads. When the bypass pipeline crosses local streets and private driveways, the contractor must place the bypass pipelines in trenches and cover with temporary pavement. Upon completion of the bypass pumping operations, and after the receipt of written permission from the Owner, the Contractor shall remove all the piping, restore all property to pre-construction condition and restore all pavement. The Contractor is responsible for obtaining any approvals for placement of the temporary pipeline within public ways from the Owner.

****END OF SECTION****

SECTION 02575
PAVING AND RESURFACING

PART 1 GENERAL

1.01 DESCRIPTION

- A. The work of this section includes, but is not limited to:
 - 1. Temporary Paving
 - 2. Permanent Paving
 - 3. Curb, Sidewalk and Driveway Apron Restoration
 - 4. Line Striping & Pavement Markings
- B. Related work specified elsewhere:
 - 1. Contractor is responsible to review Contract Documents to coordinate the work of this section with the requirements of all associated sections.
- C. The Contractor and Engineer or Engineer's Representative shall, prior to construction, make a visual reconnaissance, of all paved areas, determining the actual condition of the paving. Notes, photographs, etc., shall be made and kept on file at the Engineer's office for possible future reference. Contractor shall not disturb areas prior to the existing conditions being documented.
- D. The Contractor and Engineer or Engineer's Representative shall, upon milling operations being completed and prior to street paving, make a visual reconnaissance, of all milled areas, determining the actual condition of the base material and determine which areas will require full base repair.

1.02 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. Pennsylvania Department of Transportation:
 - a. Publication 408 Specifications
 - b. Publication 27 - Specification for Bituminous Mixtures (Bulletin 27)
 - c. Publication 37 - Specification for Bituminous Materials (Bulletin 25)
 - d. Publication 213 - Work Zone Traffic Control
 - 2. American Association of State Highway & Transportation Officials (AASHTO)

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1.03 SUBMITTALS

A. Certificates:

1. Submit certification from bituminous and aggregate suppliers attesting that materials conform to the State specifications.

1.04 JOB CONDITIONS

A. Control of Traffic:

1. Take measures to control traffic during repaving operations. Do not allow traffic on repaved areas until authorized by the Engineer.
2. Employ traffic control measures in accordance with Publication 213 - "Work Zone Traffic Control" and the Contract Drawings.
 - a. Unless otherwise noted on the plans, Contractor shall submit details of all traffic control measures to be utilized. No traffic control measures may be used until Contractor receives approval from the Engineer in writing.

B. Restore existing paving outside the limits of the work that is damaged by the Contractor's operations, to its original condition at the expense of the Contractor.

PART 2 PRODUCTS

2.01 CONCRETE

A. The concrete materials for walks, curbing and driveway aprons shall be 4,000 psi air entrained concrete conforming to PennDOT Specifications, Publication No. 408, latest revision and Hatfield Borough specifications. All concrete shall be spray cured with AASHTO M148 Type I clear pigment compound.

2.02 CRUSHED STONE BASE COURSE

A. Crushed stone base course shall be PennDOT Type C, No. 2A Crushed Stone and shall be in accordance with Section 350 - Subbase of PennDOT Specifications, Publication No. 408, latest revision.

B. Crushed slag shall not be used for this material.

2.03 BITUMINOUS CONCRETE WMA BASE COURSE

A. Bituminous concrete base course shall be Superpave Volumetric Asphalt Mixture Design Base Course, PG 64-22, < 0.3 million ESALs, 25 mm mix conforming to Section 311 of PennDOT Specifications, Publication No. 408, latest revision.

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2.04 BITUMINOUS TACK COAT

- A. Bituminous tack coat shall conform to Section 460 of PennDOT Specifications, Publication No. 408, latest revision.

2.05 BITUMINOUS CONCRETE WMA BINDER COURSE

- A. Bituminous concrete binder course shall Superpave Volumetric Asphalt Mixture Design WMA Binder Course, PG 64-22, < 0.3 million ESALs, 19 mm mix, conforming to Section 411 of PennDOT Specifications, Publication No. 408, latest revision.

2.06 BITUMINOUS CONCRETE WMA WEARING COURSE

- A. Bituminous concrete wearing course shall be Superpave Volumetric Asphalt Mixture Design WMA Wearing Course, PG 64-22, < 0.3 million ESALs, 9.5 mm mix, SRL-H, conforming to Section 411 of PennDOT Specifications, Publication No. 408, latest revision.

2.07 JOINT SEALING

- A. Joint sealing shall conform to Section 469 of PennDOT Specifications, Publication No. 408, latest revision.

2.08 CEMENT CONCRETE SIDEWALKS

- A. Cement concrete sidewalks shall conform to Section 676 of PennDOT Specifications, Publication No. 408, latest revision.

2.09 EXPANSION JOINT MATERIAL

- A. Expansion joint material shall conform to Section 705 of PennDOT Specifications, Publication No. 408, latest revision.

2.10 WELD WIRE FABRIC

- A. Weld wire fabric shall conform to Section 709 of PennDOT Specifications, Publication No. 408, latest revision.

2.11 CEMENTIOUS CONCRETE

- A. Cementious Concrete shall conform to Section 704 of PennDOT Specifications, Publication No. 408, latest revision.

2.12 CONCRETE CURING COMPOUND

- A. Concrete curing compound (clear) shall conform to Section 711.2(a) of PennDOT Specifications, Publication No. 408, latest revision, and compatible with sealer to be placed on concrete.

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2.12 EXPOXY SEALING COMPOUNDS

- A. Epoxy sealing compounds shall conform to Section 1019.2(b) of PennDOT Specifications, Publication No. 408, latest revision.

2.13 CURING AND PROTECTIVE COVERS

- A. Curing and protective covers shall conform to Section 711.1 of PennDOT Specifications, Publication No. 408, latest revision.

2.14 LINE PAINTING AND PAVEMENT MARKINGS

- A. Line painting and pavement markings shall conform to Section 960 (Hot Thermoplastic) of PennDOT Specifications, Publication No. 408, latest revision.

2.15 RAISING COVERS AND VALVE BOXES

- A. Coordinate the raising of all valve boxes and/or manhole covers belonging to other utilities.
- B. The Contractor shall be responsible to see that all such items as mentioned above are adjusted to the new paving elevation.

PART 3 EXECUTION

3.01 MISCELLANEOUS

- A. All materials of construction shall conform to all applicable sections of PennDOT Specifications, Publication 408, latest revision.
- B. Restore existing paving outside the limits of the work that is damaged by the Contractors operation, to the original condition, to the satisfaction of the Owner, at the expense of the Contractor.
- C. All finish paving shall be completed to match the finish grade of the adjacent existing pavement unless otherwise specified on the Contract Drawings.
- D. The Contractor shall seal all joints between new pavement and existing pavement, including roads, driveways, manholes, inlets, curbs, water boxes, etc. in accordance with Section 469 of the PennDOT Specifications, Publication 408, latest revision. This work is incidental to the installation of the bituminous material.
- E. Upon completion of the paving, any stretch marks, cracks, open seams, etc. which allow the penetration of water and dirt shall be repaired in accordance with instruction by the Engineer.

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- F. Final restoration shall be completed by the Contractor within sixty (60) days of first disturbance in all paved areas. The only time extension which will be considered will be due to weather.
- G. All restored areas shall be maintained by the Contractor until expiration of the maintenance bond period as required by the Owner.

3.02 SURFACE PREPARATION

- A. The surface shall be prepared and cleaned by the Contractor.
- B. The Contractor shall apply a tack coat to any existing bituminous pavement prior to placing the new wearing course.
- C. The Contractor shall cut joints at all paved road connections. This work is incidental to the wearing course installation.
- D. All waste material removed from the roadway area shall be disposed of at a site provided by the Contractor.
- E. The road surface shall not be muddy or otherwise unsatisfactory when the binder and/or wearing course is placed thereon.

3.03 TRAFFIC CONTROLS

- A. The Contractor shall provide traffic controls as previously approved by the Owner. All traffic controls shall meet PennDOT criteria. The Owner and municipality shall be notified a minimum of three (3) days in advance of any construction in the roadway.

3.04 ROADWAY EXCAVATION AND SUBBASE PREPARATION

- A. The Contractor shall smooth cut the existing pavement at all limits of work. This work is incidental to the excavation of the roadway.
- B. The Contractor shall excavate and remove the existing road materials, rubble, stone and rock to the depth shown on the Construction Drawings or suitable subgrade. The length and width limits of excavation shall be as indicated on the Contract Drawings.
- C. All waste material removed from the road excavation shall be disposed of at a site provided by the Contractor.
- D. The Contractor shall recompact the subgrade using equipment and methods in accordance with PennDOT Specifications, Publication No. 408, latest revision, Section 210 Subgrade and approved by the Owner.
- E. The subgrade shall not be muddy or otherwise unsatisfactory when the stone subbase is placed thereon.

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3.05 DRIVEWAYS

- A. Driveways shall be restored to existing dimensions, or reconstructed to the limits as shown on the Contract Drawings.
 - 1. Bituminous Driveways
 - a. Bituminous driveways shall be 2" of WMA bituminous wearing course over, 4" WMA bituminous base course, and 6" of PennDOT No. 2A stone, on approved and compacted subbase.
 - b. Seal all joints.
 - 2. Concrete Driveways and Concrete Apron
 - a. Concrete driveways shall be 6" of 4,000 psi Concrete with 6 x 6 Welded Wire Fabric over 6" of AASHTO No. 57 stone on approved and compacted subbase. Concrete apron shall have two layers of reinforcing placed a one inch below finished grade and one inch above the sub-base.
 - b. Provide performed expansion joint, where new concrete joins existing concrete and at intervals as directed by Engineer.
 - c. Form joints with a 1/4" radius edging tool.
 - d. Provide light broom finish.
 - 3. Stone Driveways
 - a. Stone driveways shall be 10" of PennDOT No. 2A stone over Class 2 Type "A" Filter Fabric on approved and compacted subbase.

3.06 SIDEWALKS

- A. Sidewalks shall be replaced to original limits or installed to the limits required to provide a smooth transition from existing sidewalk.
 - 1. Concrete Sidewalks
 - a. Concrete sidewalks shall be 4" 4,000 psi concrete over 4" AASHTO No. 57 stone, on approved and compacted subbase.
 - b. Provide a light broom finish.
 - c. Form outside edges and joints with a 1/4" radius edging tool.
 - d. Form joints at 5 feet intervals, approximately 1/8" mill and 1" deep.

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- e. Provide full depth 1/2" thick premolded expansion joints at 20', and stagger with expansion joints in curbing.
- f. Sidewalks to be a minimum 4-feet wide and shall match the width of the existing sidewalk to which it abuts.
- g. Curing of newly placed concrete shall be done in accordance with PennDOT Specifications, Publication 408, latest revision, Section 704.1(f) and Section 1001.3(p). The 408 outlines several methods of curing; however, if the contractor elects to use a spray cure, AASHTO M148 Type 1 Clear Pigmented curing compound should be used or ASTM 309 Type 1. Cool weather curing (insulation) is required if temperatures fall to fifty degrees Fahrenheit (50° F) or below anytime during the seven (7) day cure period. Insulation shall consist of approved insulation blankets, manufactured for that purpose, or a twelve-inch (12") thick straw layer, between sheets of plastic.

3.07 CONCRETE CURBING

- A. Curbs shall be replaced or installed to the limits indicated on the Contract Drawings and as directed by the Owner.
- B. New concrete curbing shall be 8" wide x 18" deep and in conformance with PennDOT standard details and specifications. The reveal shall match the reveal of the existing curbing to which it abuts and shall have a 1" offset making the top thickness 7".
- C. Provide 1/2" thick premolded expansion joints at 30' and stagger with expansion joints in sidewalk.
- D. Curbs shall be 4,000 psi concrete.
- E. All areas adjacent to straight curbs shall be sealed with asphalt rubberized sealant, 12" wide.
- F. Place depressed curbs for drives or curb cuts where indicated or directed by Engineer.
- G. Curb depressions shall be provided with a smooth transition. This transition shall be over a minimum of 36".
- H. Existing concrete curbing damaged by construction shall be replaced to match existing.
- I. Reconstruct curbs to the first expansion joint on either side of damaged portion and install new expansion joint material.
- J. Curing of newly placed concrete shall be done in accordance with PaDOT Specifications, Publication 408, latest revision, Section 711.1 and Section

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1019.2(b). The Publication 408 outlines several methods of curing; however, if the contractor elects to use a spray cure, AASHTO M148 Type 1 Clear Pigmented curing compound should be used or ASTM 309 Type 1. Cool weather curing (insulation) is required if temperatures fall to fifty degrees Fahrenheit (50° F) or below anytime during the seven (7) day cure period. Insulation shall consist of approved insulation blankets, manufactured for that purpose, or a twelve-inch (12") thick straw layer, between sheets of plastic.

- K. Seal all curbs where they abut pavement.

3.08 PAVING

- A. Paving shall be installed immediately after trench backfill is brought to needed grades in paved areas.
- B. Shape and compact subgrade material, then place and compact crushed stone base course to the required thickness.
- C. Continuously maintain paving to the satisfaction of the Engineer and the State and local road departments, as applicable. Temporary paving on all roads must remain in place for a minimum of 60 days.

3.085 TEMPORARY PAVING

- A. Temporary paving shall be installed at the end of each day after trench backfill is brought to needed grades in paved areas.
- B. Shape and compact subgrade material, then place and compact crushed stone base course to the required thickness.
- C. The temporary paving shall occur at the end of each day and consist of warm-mixed, warm laid, bituminous concrete, or cold bituminous material in winter months, depending on the temperature, and as directed by the owner, and maintained for a minimum of sixty (60) days in accordance with the PennDOT Highway Occupancy Permit issued for this project. The temporary paving must be adequately maintained until the trench is permanently restored. If cold bituminous material is placed it must be removed every two weeks (as temperature allows), or prior to a plowable snow event, and replaced with warm mix, warm laid, bituminous concrete.
- D. Place temporary paving material at a depth to achieve at least 2" after compaction. Impact to required minimum thickness with trench roller having minimum 300 pounds per inch-width of compaction roll. Temporary paving must be level with the surrounding pavement to which it abuts.
- E. Continuously maintain temporary paving to the satisfaction of the Owner and the State and local road departments. Temporary paving on all roads must remain in place for a minimum of 60 days until full-depth paving is performed.

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3.09 LINE PAINTING AND PAVEMENT MARKINGS

- A. Line painting and pavement markings shall be installed in locations of, and in a manner generally consistent with existing lines and markings that exist prior to construction.
- B. Line painting shall be in accordance with Section 960 (Hot Thermoplastic) of PennDOT Specifications, Publication No. 408, latest revision.
- C. Line painting shall take place and be completed the same day as temporary paving and/or final paving.

3.10 PROPERTY MARKERS

- A. Property markers which are removed as a result of construction activities shall be replaced by a licensed surveyor.
- D. Property markers shall be installed prior to substantial completion and shall be incidental to the cost of the project.

3.11 DRIVEWAY STORMWATER PIPES

- A. Driveway stormwater pipes which are removed as a result of construction activities shall be replaced.
- B. Driveway stormwater pipes damaged by the Contractor shall be replaced with concrete pipes of similar size. Minimum size of replacement pipe shall be 12".
- C. Swales adjacent to driveway pipes shall be restored, regraded and stabilized to provide smooth transition entering and exiting pipe.

3.12 ROADWAY SIGNS

- A. All roadway signs which must be removed in order to perform construction activities shall be replaced with same in the same location.
- B. If needed, new signs shall be in accordance with Sections 1103 of PennDOT Specifications, Publication No. 408, latest revision. and the latest revision of PennDOT Publication 212 - Official Traffic Control Devices.

3.13 DELIVERY TICKET (PAVING MATERIALS)

- A. A delivery ticket indicating the quantities and types of paving material shall be submitted at the time of delivery. The complete delivery ticket shall be delivered to the Engineer or Engineer's Representative. Failure to deliver such complete ticket to the Engineer will be cause for the Engineer to reject paving material.

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3.14 BITUMINOUS BASE COURSE AND BINDER COURSE-PLACEMENT

- A. The Contractor shall shape, fine grade and compact the subbase using equipment and methods deemed acceptable by the Owner.
- B. The subbase shall not be muddy or otherwise unsatisfactory when the Superpave Asphalt Mixture Design Base Course is placed thereon. The Contractor shall remove and dispose of any foreign material prior to the placement of the base course.
- C. The Contractor shall construct a Superpave Asphalt Mixture Design WMA Base Course to the depth and limits shown on the Contract Drawings, and installed and compacted in accordance with the applicable sections of PennDOT Specifications, Publication 408, latest edition.
- D. The Contractor shall construct a Superpave Asphalt Mixture Design WMA Binder Course to the depth and limits shown on the Contract Drawings, and installed and compacted in accordance with the applicable sections of PennDOT Specifications, Publication 408, latest edition.
- E. The pavement cross slope shall be $\frac{1}{4}$ inch (0.021 foot) per foot or as indicated on the Contract Drawings.
- F. Weight delivery slips for all material used in the road structure, which shall include material type and gradation are required to be provided.

3.15 BITUMINOUS WEARING COURSE PLACEMENT

- A. The wearing course shall be compacted by use of approved type rollers which shall be three (3) wheel rollers, two (2) wheel rollers, or vibratory rollers in either case having a metal weight of not less than ten (10) tons. Pneumatic-tired rollers may be used with the approval of the Engineer provided they have an operating weight of not less than one thousand (1,000) pounds per tire. Locations not accessible to rollers shall be compacted by hot iron tampers or other compaction equipment approved by the Municipality.
- B. All joints shall be sealed with rubberized asphalt placed a minimum 12-inches wide centered on the joint with at least 6-inches overlapping onto adjacent asphalt on each side of the joint. Joints formed by wearing course laid adjacent to concrete curbs or other rigid structures shall also be sealed.
- C. Prior to application of additional bituminous courses, existing base courses shall be inspected by the Municipal representative for defects such as fracture, cracking, or other signs of base failure, or potential failure. All areas of failure, or potential failure, shall be removed by saw cutting, milling machine (jackhammer corner areas only) and replaced, or repaired, to the satisfaction of the Municipal representative.
- D. The pavement cross slope shall be $\frac{1}{4}$ inch (0.021 foot) per foot or as approved by the owner.

SECTION 02575
PAVING AND RESURFACING

E. Weight delivery slips for all material used in the road structure, which shall include material type and gradation are required to be provided.

*** END OF SECTION ***

SECTION 02611

SANITARY SEWER PIPE

PART 1 GENERAL

1.01 DESCRIPTION

- A. The work of this section includes, but is not limited to:
 - 1. Sanitary sewer gravity pipelines
 - 2. Laterals/service connections
- B. Related Work Specified Elsewhere
 - 1. Contractor is responsible to review Contract Documents to coordinate the work of this section with the requirements of all associated sections.

1.02 QUALITY ASSURANCE

- A. Reference Standards
 - 1. American Society for Testing and Materials (ASTM) D3034 Specifications for Solid Wall Polyvinyl Chloride (PVC) Gravity Sewer Pipe, SDR 26, 15" diameter and smaller.
- B. Reject materials contaminated with gasoline, lubricating oil, liquid or gaseous fuel, aromatic compounds, paint solvent, paint thinner, or acid solder.

1.03 SUBMITTALS

- A. Certificates
 - 1. Submit 2 copies of each manufacturer's certification attesting that the pipe, pipe fittings, joints, joint gaskets and lubricants meet or exceed specification requirements.
- B. Test Reports
 - 1. Tests of pipe shall be made by the pipe manufacturer in accordance with requirements of ASTM and/or AWWA.
 - 2. Certified copies of the tests made by the manufacturer, or by a reliable commercial laboratory acceptable to the Owner, shall be submitted to the Owner prior to the first shipment of pipe.

SECTION 02611

SANITARY SEWER PIPE

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery and Handling

1. Do not place materials on private property without written permission of the property owner.
2. During loading, transporting and unloading, exercise care to prevent damage to materials.
3. Do not drop pipe or fittings. Avoid shock or damage at all times.
4. Take measures to prevent damage to the exterior surface or internal lining of the pipe.

B. Storage

1. Pipe may be strung along alignment where approved by the Owner.
2. Do not stack pipe higher than recommended by the pipe manufacturer.
3. Store gaskets for mechanical and push-on joints in a cool, dry location out of direct sunlight and not in contact with petroleum products.

PART 2 PRODUCTS

2.01 Polyvinyl Chloride (PVC) Sewer Pipe

A. Gravity Sewer Pipe and Fittings

1. Pipe 4" and smaller: ASTM D-2241, SDR 26, Type PSM Polyvinyl Chloride (PVC)
2. Pipe 6" to 15" diameter: ASTM D-3034, SDR 26 (min.), Type PSM Polyvinyl Chloride (PVC).
3. Flexible Elastomeric Seals: ASTM 3212
Seal Material: ASTM F477

SECTION 02611

SANITARY SEWER PIPE

PART 3 EXECUTION

3.01 PREPARATION

- A. Perform trench excavation to the line and grade indicated on the Contract Drawings.
- B. Provide pipe bedding in accordance with the Contract Drawings. Place aggregate in a manner to avoid segregation, and compact to the maximum practical density so that the pipe can be laid to the required tolerances.
- C. All pipe shall be carefully inspected for defects prior to laying. If any pipe is found to be defective, it shall be laid aside and replaced with acceptable pipe at no cost to the Owner.

3.02 LAYING PIPE IN TRENCHES

- A. Give 48 hour (minimum) notice to the Owner in advance of pipe laying operations.
- B. A laser beam should be used for maintaining alignment of the pipe during the installation. Such control shall be available for check by the Owner, at all times at no additional costs. Where laser cannot be used, the Contractor shall use double offset string line methods for vertical and horizontal control of the pipe installation when approved by the Owner.
- C. Lower pipe into trench using handling equipment designed for the purpose to assure safety of personnel and to avoid damage to pipe. Do not drop pipe.
- D. Lay pipe proceeding up-grade with the bell or groove pointing upstream.
- E. Lay pipe to a true uniform line with the barrel of the pipe resting solidly in bedding material throughout its length. Excavate recesses in bedding material to accommodate joints, fittings and appurtenances. Do not subject pipe to a blow or shock to achieve solid bearing or grade.
- F. Lay each section of pipe in such a manner as to form a close concentric joint with the adjoining section and to avoid offsets in the flow line.
- G. Clean and inspect each section of pipe before joining. Assemble to provide tight, flexible joints that permit movement caused by expansion, contraction, and ground movement. Use lubricant recommended by the pipe or fitting manufacturer for making joints. If unusual joining resistance is encountered or if the pipe cannot be fully inserted into the bell, disassemble joint, inspect for damage, reclean joint components, and reassemble joint.
- H. Assemble joints in accordance with recommendations of the manufacturer.

SECTION 02611

SANITARY SEWER PIPE

1. Push-on Joints

- a. Clean the inside of the bell and the outside of the spigot. Insert rubber gasket into the bell recess.
- b. Apply a thin film of gasket lubricant to either the inside of the gasket or the spigot end of the pipe, or both.
- c. Insert the spigot end of the pipe into the socket using care to keep the joint from contacting the ground. Complete the joint by forcing the plain end to the bottom of the socket. Mark pipe that is not furnished with a depth mark before assembly to assure that the spigot is fully inserted.

2. Coupled Joints

- a. Assemble in accordance with the manufacturer's recommendations.
- I. Disassemble and remake improperly assembled joints using a new gasket.
- J. Check each pipe installed as to line and grade in place. Correct deviation from line and grade immediately. A deviation from the designed grade as shown on the drawings, or deflection of pipe joints, will be cause for rejection.
- K. Place sufficient compacted backfill on each section of pipe, as it is laid, to hold firmly in place.
- L. Clean interior of the pipe as work progresses. Where cleaning after laying is difficult because of small pipe size, use a suitable swab or drag in the pipe and pull forward past each joint immediately after the jointing has been completed.
- M. Keep trenches and excavations free of water during construction.
- N. When the work is not in progress, and at the end of each work day, securely plug open ends of pipe and fittings to prevent trench water, earth, or other substances from entering the pipes or fittings. All temporary connections must be made watertight in a manner approved by Owner.
- O. Deflection
 1. When it is necessary to deflect pressure sewer mains from a straight alignment horizontally or vertically, do not exceed the following limits:
 - a. PVC: Deflections shall not exceed 2.5 degrees.

SECTION 02611

SANITARY SEWER PIPE

3.03 LATERAL WYE BRANCHES AND CAPS

- A. For new construction, install wye branches and 45° elbow at locations designated by the Engineer concurrent with pipe laying operations. Use standard fittings of the same material and joint type as the pipeline into which they are installed. Saddles shall not be installed in lieu of wyes for new pipelines.
- B. All temporary connections must be made watertight in a manner approved by Owner.

3.04 LATERALS

- A. Construct laterals from the wye branch to a terminal point as indicated on the drawings. A special adapter will be required where DIP pipe joins cast-iron pipe or PVC pipe. Construct laterals at a minimum slope of 0.0208 ft/ft. Terminate lateral with adapter fitting as specified in the Contract Drawings.
- B. Where the depth of the main pipeline warrants, construct riser type laterals from the wye branch in accordance with contract drawings. The determination as to the type of riser, slope, and depth of lateral pipe at the termination point shall be as directed by the Owner.
- C. Install an approved watertight gasketed cap, braced to withstand pipeline test pressure thrust, at the termination of the lateral. Install a temporary 2" x 3" marker stake extending from the end of the lateral to 1-foot above finished grade. Indicate on stake the depth from finished grade to the lateral invert.
- D. Where connecting to an existing building sewer, install PVC adapter which is properly sized to connect to an existing building sewer pipe utilizing a bell to spigot connection. Use Maxadapter coupling (or approved equal) with stainless steel collars, nuts and bolts where PVC adapter is not suitable. An alternate coupling will be permitted if the Maxadaptor coupling is not suitable for use on either pipe O.D. The exact O.D. of both pipes must be known prior to the coupling being ordered. Slip-on rubber with stainless steel band type adapters (Fernco) shall not be used for permanent lateral re-connections.
- E. Install a 4" PVC lateral cleanout, as shown on the Contract Drawings, with an approved watertight, gasketed cap.
- F. Install a 6" PVC test riser/cleanout, as shown in the Contract Drawings, with an approved watertight, gasketed cap.
- G. All temporary connections must be made watertight in a manner approved by Owner.

SECTION 02611

SANITARY SEWER PIPE

3.05 BACKFILLING TRENCHES

- A. Backfill pipeline trenches only after examination of pipe laying by the Owner.

3.06 WATER AND SEWER LINE RELATIONSHIP

- A. All sewers shall be installed in accordance with PaDEP regulations and guidelines relative to the separation distances between water mains and sanitary sewers.

3.07 TESTING

- A. All sewer pipelines shall be tested in accordance with the Contract Documents.

**** END OF SECTION ****

SECTION 03254

CONCRETE CURBS

PART 1 GENERAL

1.01 DESCRIPTION

A. The work of this section includes, but is not limited to:

1. Construction of cement concrete, curb placed to the required location and elevation as shown on the Contract Drawings or as indicated by the Owner in the field and as specified herein.

1.02 QUALITY ASSURANCE

A. Experience of Contractor

1. Concrete work shall be built by a Contractor experienced in the construction of concrete construction as specified herein.
2. The Foreman and members of the concrete construction force shall be fully qualified by training and experience and shall have the approval of the Engineer.

B. Reference Standards

1. Pennsylvania Department of Transportation specifications, Publication 408, latest revision.
2. Pennsylvania Code, Title 67, Chapter 441.
3. Municipal Subdivision and Land Development Ordinance and specifications.

PART 2 PRODUCTS

2.01 CEMENT CONCRETE CURB

A. Machine Slip Form Curb - Standard straight curb (machine slip form) shall be minimum eighteen inch (18") structure height. Expansion joints shall be every sixty feet (40'), at structures, and at the end of a day's work. Contraction joints shall be saw cut every 10 ten feet (10') a minimum of 2 two inches (2") in depth. Concrete shall be minimum four thousand pounds per square inch (4,000 psi) compressive strength at 28 days, air entrained, conforming to PennDOT Publication 408 Specifications, Section 704, latest revision.

SECTION 03254

CONCRETE CURBS

B. Hand Form Curb - Standard straight curb (type hand form) shall be a minimum 18" eighteen inch (18") structure height. Concrete shall be placed in layers not to exceed five inches (5") in depth when hand spading or in layers not to exceed fifteen inches (15") when using a mechanical vibrator to eliminate voids. Expansion joints shall be every twenty feet (20'), at structures, and at the end of a day's work. Contraction joints shall be saw cut every 10 ten feet (10') a minimum of 2 two inches (2") in depth. Concrete to be a minimum four thousand pounds per square inch (4,000 psi) compressive strength, six percent (6%) air entrainment with a maximum slump of three inches (3"), and shall conform to PennDOT Specifications, Publication No. 408, latest revision and Owner specifications. All concrete shall be spray cured with AASHTO M148 Type 1 clear pigment compound. Clean steel forms, adequately braced, and oiled, are to be used.

2.02 SEALER

A. All areas adjacent to straight curbs shall be sealed with an asphalt rubberized sealant (AR Sealant), 12" wide.

PART 3 EXECUTION

3.01 SUB-BASE PREPARATION

A. The contractor will remove the existing concrete and soil to a minimum depth below the finished grade to allow for the installation of new concrete structures. In no case shall the existing concrete remain in place.

B. The subgrade shall then be shaped to line and grade and compacted. This work is incidental to the installation of the sub-base.

C. Upon excavation to the required depth if the subgrade contains existing unsuitable material, it shall be further excavated and then backfilled and compacted to the specified subgrade elevation with suitable material. This work is incidental to the installation of the sub-base.

D. The subgrade shall be incidental to the installation of concrete for curbs.

E. If the subgrade becomes rutty or displaced, the Contractor shall regrade the subgrade without additional cost to the Owner.

3.02 PLAIN CEMENT CONCRETE CURB

A. Curb shall be installed straight. Curbs installed with a deviation of greater than $\frac{1}{4}$ " over a 10 foot stretch shall be removed and replaced by the Contractor at his expense. Contractor is responsible for form alignment at all times.

SECTION 03254

CONCRETE CURBS

- B. Care shall be taken to control the water content to prevent separation of the aggregates. All the concrete shall be properly consolidated into the forms. After the concrete has set sufficiently, the form shall be removed and the exposed surface shall be rubbed to provide an even finish. All edges shall be finished with an approved edging tool.
- C. Curing of newly placed concrete shall be done in accordance with PennDOT Publication 408, latest edition, Section 704.1(f) and Section 1001.3(p). The 408 outlines several methods of curing; however, if the contractor elects to use a spray cure, the Owner requires that the AASHTO M148 Type 1 Clear Pigmented curing compound is used or ASTM 309 Type 1. Cool weather curing (insulation) is required if temperatures fall to fifty degrees Fahrenheit (50° F) or below anytime during the seven (7) day cure period. Insulation shall consist of approved insulation blankets, manufactured for that purpose, or a twelve-inch (12") thick straw layer, between sheets of plastic.
- D. To provide for driveways, if applicable, depressions in the curbing may be constructed and finished during the time of pouring. A depressed curb for residential driveway entrances is required rather than a horizontal radius. The curb shall be depressed by rounding the top of the curb downward, over a horizontal distance of eighteen inches (18"), to a height of one and a half inches (1 ½") above the gutter line on each side of the depression. The one and one-half inch (1 ½") height shall be maintained along a length extending two feet (2') beyond both sides of the driveway width. Two (2) #5 deformed bars shall be provided for reinforcing.
- E. This item shall be paid for complete in place at the contract unit price per linear foot as acceptable curb.

3.03 JOINT SEALER

- A. The Contractor shall seal the joint between the bituminous roadway material and the newly installed concrete curb.
- B. Apply asphalt rubberized sealant evenly and extend 12 inches from joint.
- C. Prior to sealing, clean and remove harmful material from the area to be sealed. Wearing Course to be placed to an elevation which provides an 8-inch reveal on the curb.
- D. Control the application rate so residual asphalt completely fills surface voids and provides a water tight joint. If necessary, apply the asphalt rubberized sealant in two applications.
- E. Remove excess material. Immediately cover with a light application of acceptable dry sand. Workmanship shall be neat.
- F. This item is incidental to the concrete curb installation.

*** END OF THIS SECTION ***

SECTION 03255
CONCRETE SIDEWALKS

PART 1 GENERAL

1.01 DESCRIPTION

A. The work of this section includes, but is not limited to:

1. Construction of cement concrete, sidewalk placed to the required location and elevation as shown on the Contract Drawings or indicated in the field by the Owner and as specified herein.
2. Construction of cement concrete driveway apron.
3. Restoration of asphalt driveway.

1.02 QUALITY ASSURANCE

A. Experience of Contractor

1. Concrete work shall be built by a Contractor experienced in the construction of concrete construction as specified herein.
2. The Foreman and members of the concrete construction force shall be fully qualified by training and experience and shall have the approval of the Engineer.

B. Reference Standards

1. Pennsylvania Department of Transportation Specifications, Publication 408, latest revision.
2. Pennsylvania Code, Title 67, Chapter 441.
3. Municipal Subdivision and Land Development Ordinance and specifications.

PART 2 PRODUCTS

2.01 CEMENT CONCRETE SIDEWALK & APRON

A. Concrete shall be minimum four thousand pounds per square inch (4,000 psi) compressive strength at 28 days, air entrained, conforming to PennDOT Publication 408 Specifications, Section 704, latest revision, and Borough specifications.

SECTION 03255

CONCRETE SIDEWALKS

- B. Aggregate conforming to Section 350.2, PaDOT Specifications, Publication 408, latest revision.
- C. Epoxy coated welded wire fabric: Cold drawn steel wire conforming to ASTM 185
- D. Premolded expansion joint material conforming to Section 705.1, PaDOT Specifications, Publication 408, latest revision.
- E. Concrete curing compound (clear) conforming to Section 711.2(a), PaDOT Specifications, Publication 408, latest revision and compatible with the sealer to be placed on the concrete.
- F. Curing and protecting covers conforming to Section 711.1, PaDOT Specifications, Publication 408, latest revision.
- G. Epoxy sealing compounds conforming to Section 1019.2(b), PaDOT Specifications, Publication 408, latest revision.
- H. Welded wire fabric shall conform to Section 709 of PennDOT Specifications, Publication No. 408, latest revision.

2.02 SUB-BASE

- A. The sub-base will consist of a layer of AASHTO No. 57 coarse aggregate as stated in Section 703.2, PaDOT Specifications, Publication 408, latest revision.

PART 3 EXECUTION

3.01 SUB-BASE PREPARATION

- A. The contractor will remove the existing concrete and soil to a minimum depth below the finished grade to allow for the installation of new concrete structures. In no case shall the existing concrete remain in place.
- B. The subgrade shall then be shaped to line and grade and compacted. This work is incidental to the installation of the sub-base.
- C. Upon excavation to the required depth if the subgrade contains existing unsuitable material, it shall be further excavated and then backfilled and compacted to the specified subgrade elevation with suitable material. This work is incidental to the installation of the sub-base.
- D. The subgrade shall be incidental to the installation of concrete for sidewalks and aprons.

SECTION 03255

CONCRETE SIDEWALKS

- E. If the subgrade becomes rutty or displaced, the Contractor shall regrade the subgrade without additional cost to the Owner.

3.02 SUB-BASE COARSE AGGREGATE

- A. Spread aggregate on the prepared subgrade to form a thoroughly compacted bed a minimum of six (6) inches deep.
- B. After compaction, no hauling over the sub-base will be permitted.
- C. Roof drains, if existing and being replaced, shall be placed within the sub-base material and not within the cement concrete sidewalk
- D. This item is incidental to the placement of all concrete sidewalks and aprons.

3.03 CEMENT CONCRETE SIDEWALK

- A. The Contractor shall construct the cement concrete sidewalk in accordance with Section 676, PaDOT Specifications, Publication 408, latest revision.
- B. Provide a light broom finish.
- C. Form outside edges and joints with a 1/4" radius edging tool.
- D. Form joints at 5 feet intervals, approximately 1/8" mill and 1" deep.
- E. Provide full depth 1/2" thick premolded expansion joints at 20', and stagger with expansion joints in curbing.
- F. Sidewalks to be a minimum 4 foot wide and shall match the width of the existing sidewalk to which it abuts.
- G. The Contractor shall install all required entrance walkway adjustments. This item shall be paid for complete in place at the contract unit price per square foot for sidewalk installation.
- H. Curing of newly placed concrete shall be done in accordance with PaDOT Specifications, Publication 408, latest revision, Section 704.1(f) and Section 1001.3(p). The 408 outlines several methods of curing; however, if the contractor elects to use a spray cure, the Municipality requires that the AASHTO M148 Type 1 Clear Pigmented curing compound is used or ASTM 309 Type 1. Cool weather curing (insulation) is required if temperatures fall to fifty degrees Fahrenheit (50° F) or below anytime during the seven (7) day cure period. Insulation shall consist of approved insulation blankets, manufactured for that purpose, or a twelve-inch (12") thick straw layer, between sheets of plastic.
- I. This item shall be paid for complete in place at the contract unit price.

SECTION 03255

CONCRETE SIDEWALKS

3.04 DRIVEWAYS

A. Driveways shall be restored to existing dimensions or reconstructed to the limits as shown on the Contract Drawings as directed by the Owner.

1. Bituminous Driveways

- a. Bituminous driveways shall be 2" of ID-2 wearing course over, 4" BCBC and 6" of PennDOT No. 2A stone on approved and compacted subbase.
- b. Seal all joints.

2. Concrete Driveways and Driveway Apron

- a. Concrete driveways shall be 6" of 4,000 psi Concrete with 6 x 6 W10xW10 Welded Wire Fabric over 6" of AASHTO No. 57 stone on approved and compacted subbase.
- b. Provide performed expansion joint, where new concrete joins existing concrete and at intervals as directed by Engineer.
- c. Form joints with a 1/4" radius edging tool.
- d. Provide light broom finish.

3. Stone Driveways

- a. Stone driveways shall be 10" of PennDOT No. 2A stone over Class 2 Type "A" Filter Fabric on approved and compacted subbase.

*** END OF THIS SECTION ***

8. NEW BUSINESS:

**C. PennDOT Master
Casting Agreement**

AGREEMENT No.	06C000121
FEDERAL I.D. No.	23-6002872
SAP VENDOR No.	138943
CUSTOMER No.	77005198

MASTER AGREEMENT FOR CASTING ADJUSTMENTS

This Master Agreement for Casting Adjustments is between the Commonwealth of Pennsylvania, acting through the Department of Transportation and Hatfield Borough.

PennDOT plans to perform general maintenance and reconstruction of sections of certain State Routes in Bucks, Chester, Delaware, and Montgomery counties. Adjustments and replacements of the utility castings may be required because of PennDOT's project. Where practicable, PennDOT is willing to incorporate the required utility work into its third-party contract for the project at the utility's expense.

This Agreement outlines the process for incorporation of the utility casting adjustments and replacements into PennDOT's project contracts and for reimbursement to PennDOT for the costs of the utility work.

The parties, intending to be legally bound, agree as follows:

1. Definitions. The following definitions apply when used in this agreement.

“Commonwealth” means the Commonwealth of Pennsylvania.

“PennDOT” means the Pennsylvania Department of Transportation.

“PIF” means Project Initiation Form.

“Project Contract” means PennDOT's contract with a third party for the completion of its Project.

“Project” means general maintenance and reconstruction of sections of certain State Routes in Bucks, Chester, Delaware, and Montgomery counties.

“Utility” means Hatfield Borough.

“Utility Work” means adjustments and replacements of utility castings required because of the Project.

2. Project Initiation. PennDOT shall notify the Utility of scheduled Project work. If the Utility desires to have Utility Work incorporated in the Project Contract at the Utility's expense, the Utility shall submit a PIF to PennDOT. The PIF is attached as Exhibit A. The PIF identifies the requested Utility Work and the cost. If PennDOT agrees to incorporate the work, PennDOT staff shall countersign the PIF and return a copy to the Utility. Any change to the PIF must be done through a written change order. The change order form is attached as Exhibit B. If PennDOT agrees to the requested change, PennDOT staff shall countersign the change order form and return a copy to the Utility.

3. Designated Representative. The parties shall identify the individual that has the full authority to execute the PIF and change orders, if any. If the Utility is not a corporation, it must provide proof of the authority of the designated representative. The designated representative shall be available throughout the Project to confer with PennDOT as needed.

4. Compliance with Federal and State Statutes. All work under this agreement must comply with the Buy America provisions in 23 U.S.C. § 313, 23 CFR § 635.410, "the Build America, Buy America Act" (Public Law 117-58, §§70901-52), and the Pennsylvania Steel Products Procurement Act, 73 P.S. § 1881 et seq.

5. Purchase of Castings. Prior to construction of the Project, the Utility shall deliver the necessary castings to the Project site for installation by PennDOT. If additional castings are necessary during construction of the Project, the Utility may provide the castings or authorize PennDOT to acquire the castings. If PennDOT acquires the castings, the Utility shall reimburse PennDOT the actual costs upon receipt of invoice from PennDOT.

6. Performance of Work. PennDOT shall perform the Utility Work required to adjust the castings to the proper elevation on a full brick and mortar bed in accordance with PennDOT Publication 408.

7. Casting Adjustment Costs. The costs for casting adjustments are set forth in Exhibit C. PennDOT shall include the costs identified in Exhibit C in its Project Contract. PennDOT may modify Exhibit C via a written letter of amendment every 3 years to reflect changes in pricing. The letter of amendment form is attached as Exhibit D.

8. Term of Agreement. This agreement will commence on the date of the last signature and will remain in effect until September 30, 2029.

9. Termination. PennDOT may terminate this agreement for convenience if it determines that termination is in its best interest. Termination will be effective upon written notice to the Utility. The Utility shall pay for work satisfactorily completed prior to the date of termination.

10. Coordination of Work. If the Utility supplies materials to PennDOT or performs any additional work, either with its own contractor or its own forces, the Utility shall coordinate

with PennDOT so as not to interfere with or hinder the progress of the Project. Any materials and additional work performed by the Utility will be at the Utility's sole expense.

11. Invoicing and Payment. Upon completion of the Utility Work by PennDOT to the satisfaction of the Utility, PennDOT shall certify to the Utility the costs in accordance with Exhibit C. The Utility shall pay PennDOT within 60 days of receipt of PennDOT's invoice.

12. Cancellation, Abandonment, or Delay of the Project. If for any reason, the Project is cancelled, abandoned, or delayed, PennDOT shall notify the Utility in writing. Upon notification, the PIF and any change order is void and neither party shall be responsible to the other for any further costs.

13. Highway Occupancy Permit. Upon completion of the Project, the Utility's facilities remaining in the State highway right-of-way continue to be subject to the terms and conditions of any applicable highway occupancy permit issued by PennDOT pursuant to 67 Pa. Code Chapter 459. The Utility shall maintain and keep the adjusted castings in good repair in accordance with applicable State laws and regulations.

14. Public Utility Commission ("PUC"). If the PUC assumes jurisdiction of the Project under the Public Utility Code of 1978, Act of July 1, 1978, P.L. 598, as amended, the parties shall be bound by any orders issued by the PUC or decisions of an appropriate tribunal after the exhaustion of all appeals.

15. Withdrawal of Incorporated Work. If the Utility withdraws its request for the incorporation of the Utility Work into the Project Contract after the award of the Project Contract, the Utility shall reimburse PennDOT for all actual costs, if any, incurred by PennDOT for necessary labor and materials performed for the Utility Work prior to the time of withdrawal. The Utility shall also be responsible for the cost of necessary materials for the Utility Work that were ordered by PennDOT prior to Utility's withdrawal.

16. Commonwealth Standard Terms and Conditions. The Utility shall comply with the Commonwealth Standard Terms and Conditions set forth in Exhibit E. As used in the exhibit, the term "contractor" means the Utility.

17. Amendments and Modifications. No alterations or variations to this agreement will be valid unless made in writing and signed by the parties. Amendments to this agreement must be accomplished through a formal written document signed by the parties with the same formality as the original agreement.

18. Severability. The provisions of this agreement are severable. If any provision of this agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this agreement will remain binding up on the parties.

19. No Waiver. Either party may elect not to enforce its rights and remedies under this agreement in the event of a breach by other party of any term or condition of this agreement. In any event, the failure by either party to enforce its rights and remedies under this agreement may not be construed as a waiver of any subsequent breach of the same or any other term or condition of this agreement.

20. Independence of the Parties. Nothing contained in this agreement is intended or may be construed to create or establish the relationship of partners between the Utility and the Department, or to infer that PennDOT is the representative or general agent of the Utility.

21. Assignment. This agreement may not be assigned, either in whole or in part, by the Utility without the Department's written consent.

22. No Third-Party Beneficiary Rights. This agreement does not create or confer any rights in or on persons or entities not a party to this agreement.

23. Successors and Assigns. This agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

24. Rights and Remedies. The rights and remedies provided in this agreement are cumulative, and the use or non-use of any one right or remedy by either party will not preclude or waive its right to use any or all other remedies. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

25. Notices. Notices required under this agreement must be forwarded to the Utility at the following address:

Title: Manager
Address: 401 South Main Street, Hatfield PA 19440
Phone: 215-855-0781
E-mail: [REDACTED]

and to PennDOT at:

PA Department of Transportation
Title: District 6 Executive
Address: 7000 Geerdes Blvd., King of Prussia PA 19406
Phone: 610-205-6700
E-mail: [REDACTED]

26. Integration and Merger. The parties intend this agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. All representations, understandings, promises, and agreements pertaining to the subject matter of this license made prior to or at the time this license is executed are superseded. There are no conditions precedent to the performance of this agreement.

27. Electronic Signature. This license may be electronically signed in accordance with the Electronic Transactions Act, 73 P.S. §§ 22.301, *et seq.*

The parties, through their authorized representatives, have executed this agreement below.

ATTEST

HATFIELD BOROUGH

BY _____
Title: _____ Date _____

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.

[COMMONWEALTH SIGNATURES ON NEXT PAGE]

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Utility Administrator _____ Date

APPROVED AS TO LEGALITY
AND FORM

BY _____
Office of Chief Counsel _____ Date

BY _____
Office of General Counsel _____ Date

BY _____
Office of Attorney General _____ Date

Exhibit A

Agreement No. _____
Vendor No. _____
Customer No. _____
FID No. _____
MPMS No. _____

PROJECT INITIATION FORM (PIF)

MASTER AGREEMENT FOR CASTING ADJUSTMENTS

- 1.** Utility Name: _____
- 2.** Project Initiation Form Number: _____ Date: _____
- 3.** Project Name: _____
- 4.** Location: _____
- 5.** Description of Work to be Performed: _____
- 6.** Project Funding: FHWA STATE LOCAL
- 7.** Estimated Utility Cost: \$ _____ (Cost detail below)

PIF Number: _____

Date: _____

Estimated number of castings which are being incorporated into the Project by this Project Initiation Form (PIF).

Number of Castings	Bid Item	Unit Price	Total Cost
	9999-9950	\$504.00	
	9999-9951	\$474.00	
	9999-9952	\$1335.00	
	9999-9953	\$1028.00	
	9999-9954	\$1257.00	
	9999-9955	\$969.00	
	9999-9956	\$897.00	
	9999-9957	\$581.00	
	9999-9958	\$1180.00	
	9999-9959	\$955.00	
	9999-9960	\$1236.00	
	9999-9961	\$1537.00	
	9999-9962	\$1215.00	
	9999-9963	\$359.00	
	9999-9964	\$438.00	
	9999-9965	\$344.00	
	9999-9966	\$512.00	
	9999-9967	\$643.00	

PROJECT INITIATION FORM (PIF)

Designated Project Representatives

For PennDOT:

Signature

Date

Mary Ann Lang

Name

District Utility Manager

Title

Email

Telephone

7000 Geerde Blvd. King of Prussia, PA 19406

Address

For _____:

Signature

Date

Name

Title

Email

Telephone

Address

Close Out Data - For Internal Use Only

Completed on: _____

Final Cost: _____

Exhibit B

Agreement No. _____
Vendor No. _____
Customer No. _____
FID No. _____
MPMS No. _____

CHANGE ORDER FORM Master Agreement for Casting Adjustments

1. P.I. F. No. _____ Change Order No.: _____ Date: _____

2. Project Name:

3. Department Bridge Number/DOT Number:

4. Location:

5. Description of Change:

6. Estimated Project Costs:

Prior Estimated Project Cost \$ _____

CO Estimated Project Cost \$ _____

New Total Estimated Project Cost \$ _____

Designated Project Representatives

For Department:

Signature

Date

Name

Signature

Date

Title

Title

Email

Email

Telephone

Telephone

Address

Address

Approval and Authorization

For Department:

Signature

Date

Signature

Date

Name

Name

Title

Title

Close Out Data~ For Internal Use Only

Completed on: _____

Final Cost: _____

EXHIBIT C

Project Contract Items and Costs

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

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

Item 9999-9950 0-to-15-inch diameter utility casting
Adjustment for resurfacing – Type A – Concrete base - \$504.00 each

Item 9999-9951 0-to-15-inch diameter utility casting
Adjustment for resurfacing – Type A – Flexible base - \$474.00 each

Item 9999-9952 16 to 36 15-inch diameter utility casting
Adjustment for resurfacing – Type A – Concrete base - \$1,335.00 each

Item 9999-9953 16-to-36-inch diameter utility casting
Adjustment for Resurfacing - Type A - Flexible base - \$1,028 each

Item 9999-9954 37-to-54-inch diameter utility casting
Adjustment for Resurfacing - Type A – Concrete base - \$1,257.00 each

Item 9999-9955 37-to-54-inch diameter utility casting
Adjustment for Resurfacing - Type A - Flexible base - \$969.00 each

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

1. Exceeds three inches *and*
2. Protrusion into roadway of casting reset to proposed final grade presents a hazard to vehicular traffic.

Item 9999-9956 0-to-15-inch diameter utility casting
Adjustment for resurfacing – Type B – Concrete base - \$897.00 each

Item 9999-9957 0-to-15-inch diameter utility casting
Adjustment for resurfacing – Type B – Flexible base - \$581.00 each

Item 9999-9958 16-to-36-inch diameter – utility casting
Adjustment for resurfacing – Type B – Concrete base - \$1,180.00 each

Item 9999-9959 16-to-36-inch diameter – utility casting
Adjustment for resurfacing – Type B – Flexible base - \$955.00 each

Item 9999-9960 37-to-54-inch diameter – utility casting
Adjustment for resurfacing – Type B – Concrete base - \$1,236.00 each

Item 9999-9961 37-to-54-inch diameter – utility casting
Adjustment for resurfacing – Type B – Flexible base - \$1,537.00 each

Type C – One piece fabricated adjustable riser with one turnbuckle for adjustments of 0 inch to 3 inches

Item 9999-9963 0-to-15-inch diameter utility casting
Adjustment for resurfacing – Type D - \$359.00 each

Item 9999-9964 16-to-54-inch diameter utility casting

Type D – One piece fabricated adjustable riser with one turnbuckle for adjustments greater than 3 inches

Item 9999-9965 0-to-15-inch diameter utility casting
Adjustment for resurfacing – Type D - \$344.00 each

Item 9999-9966 16-to-54-inch diameter utility casting
Adjustment for resurfacing – Type D - \$512.00 each

Miscellaneous

Item 9999-9962 Utility Manhole Neck Rebuilding - \$1,215.00 per vertical foot

Item 9999-9967 201 Box Adjustment for Resurfacing - \$643.00 each

Exhibit D

SAMPLE LETTER OF AMENDMENT

Date

Utility Name
ATTN: Contact
Address

City, State Zip

Re: Amendment (Amendment Letter Designation)

Agreement # (Master Agreement Number)

Dear (Mr./Ms. Name),

In accordance with the terms of the above-referenced Agreement, Exhibit C is being amended to reflect current pricing. By executing this Letter of Amendment, the parties agree that Utility Work will be invoiced in accordance with Amended Exhibit C, attached hereto.

Please sign and date below indicating your agreement and attach a resolution or other documentation verifying your authorization to sign this amendment. The Department will forward a copy of the fully executed letter of amendment to you for your files.

Your response is required no later than **(Date)**. Please mail your response to the following address:

PENNDOT

Attn: Your Name
Your Organization
Your Address

Sincerely,

Pennsylvania Department of Transportation

On behalf of the above-named Utility, I agree to Amended Exhibit C.

Signature: _____ Date _____

Title: _____

FOR DEPARTMENT USE ONLY

Authorized Representative of the Department:

Print Name

Title

Signature

Date

Form and Legality Approval:

Office of Chief Counsel

Date

Comptroller Operations Approval:

Funds Commitment No. _____ Amount \$ _____

for Comptroller Operations

Date

EXHIBIT E

COMMONWEALTH STANDARD TERMS AND CONDITIONS (Revised - 10/1/2023)

1. DEFINITIONS.

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the contract to which it is attached.

2. ENHANCED MINIMUM WAGE.

- a. **Enhanced Minimum Wage.** Contractor shall pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this contract/lease, and for an employee's hours performing ancillary services necessary for the performance of the services or lease when the employee spends at least 20% of their time performing ancillary services in a given work week.
- b. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate will be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The Commonwealth will publish applicable adjusted amount in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- c. **Exceptions.** These Enhanced Minimum Wage Provisions do not apply to employees
 - i. Exempt from minimum wage under the Minimum Wage Act of 1968;
 - ii. covered by a collective bargaining agreement;
 - iii. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - iv. required to be paid a higher wage under any state or local policy or ordinance.
- d. **Notice.** The Contractor shall: (1) post this Enhanced Minimum Wage Provision for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) for the entire period of the contract, provide electronic notice of this clause to its employees not less than annually.

- e. **Records.** Contractor must maintain and, upon request and within the time periods requested by the Commonwealth, provide to the Commonwealth all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- f. **Sanctions.** Contractor's failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but are not limited to, termination of the contract or lease, nonpayment, debarment, or referral to the Office of General Counsel for appropriate civil or criminal referral.
- g. **Subcontractors.** The Contractor shall include these Enhanced Minimum Wage Provisions in its subcontracts under this contact or lease to ensure that these provisions are binding on its subcontractors.

3. INDEMNIFICATION.

- a. **Contractor Obligations.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.
- b. **Commonwealth Attorneys Act.** The Commonwealth shall provide the Contractor with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- c. **Settlement.** Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

4. NONDISCRIMINATION/SEXUAL HARASSMENT.

- a. **Representations.** The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access

to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- b. Nondiscrimination/Sexual Harassment Obligations.** The Contractor shall not:
 - i. in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this contract or any subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.
 - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract.
 - iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.
 - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts’ enforcement and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.
- c. Establishment of Contractor Policy.** The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously

in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

- d. **Notification of Violations.** The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Contract.** The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.
- f. **Subcontracts.** The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

5. CONTRACTOR INTEGRITY.

- a. **Definitions.** For purposes of these Contractor Integrity Provisions, the following definitions apply:
 - i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - ii. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - iii. "Contractor Related Parties" means any Affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.

- iv. “Financial Interest” means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. “Non-bid Basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

b. **Representations and Warranties.**

- i. **Contractor Representation and Warranties.** The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:
 - 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - 3. had any business license or professional license suspended or revoked;
 - 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - 5. been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Contractor Explanation.** If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth’s best interest to execute the contract.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents

that it has not violated any of these Contractor Integrity Provisions during the term of the contract.

- iv. **Notice.** The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.

c. **Contractor Responsibilities.** During the term of this contract, the Contractor shall:

- i. maintain the highest standards of honesty and integrity.
- ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.
- iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
- iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.
- v. not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest. The Contractor must disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.

- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.
- viii. immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Contractor shall:

- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions and make identified Contractor employees available for interviews at reasonable times and places.
- iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. This information may include, but is not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.

e. **Termination.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Contractor Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or

any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or contract.

- f. **Subcontracts.** The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

6. CONTRACTOR RESPONSIBILITY.

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.
 - ii. The Contractor represents that as of the date of its execution of this contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

7. AMERICANS WITH DISABILITIES ACT.

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.
- b. **Compliance.** For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

8. APPLICABLE LAW AND FORUM.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, and waives any claim or defense that such forum is not convenient or

proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

9. RIGHT TO KNOW LAW.

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this contract.
- b. **Contractor Assistance.** If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor’s assistance, and the Contractor shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Contractor’s possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- c. **Trade Secret or Confidential Proprietary Information.** If the Contractor considers the Requested Information to include 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 shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth’s determination.
- d. **Reimbursement.**
 - i. **Commonwealth Reimbursement.** If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

- ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of 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.
- e. **Challenges of Commonwealth Release.** 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 reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Contractor waives 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.
- g. **Survival.** The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

10. OFFSET.

The Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor, or its subsidiaries, owed to the Commonwealth against any payments due the Contractor under any contract between the Commonwealth and Contractor.

11. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS.

- a. **Payment Method.** The Commonwealth shall make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
- b. **Unique Identifier.** The Contractor must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Contractor's unique invoice number on its ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
- c. **ACH Information in SRM.** The Contractor shall ensure that the ACH information contained in SRM is accurate and complete. The Contractor's failure to maintain accurate and complete information may result in delays in payments.

12. WORKER PROTECTION AND INVESTMENT.

The Contractor shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

Master Casting Agreement/Resolution Guide Legend

Title/s – Use the same title/s in all locations that are color-coded with red. This will be the person who is authorized to sign the agreement. For example: Chairperson, President, etc.

Title/s – Use the same title/s in all locations that are color-coded with blue. This will be the person who is authorized to attest the signature on the agreement. For example: Secretary, Township Manager, etc.

The same person cannot attest their own signature; therefore, the **Blue** and **Red** Titles **cannot** be the same person.

This guide does not contain all pages from the full Master Casting Agreement for brevity.

UCL43C

RESOLUTION

BE IT RESOLVED by authority of the _____
(Company)

_____ of the _____
(Name of Municipality)

_____ County, and it is hereby resolved by authority

of the same, that the _____ **Title/s** _____ of said company be
(designate official title)

authorized and directed to sign the attached Agreement on its behalf and that the

Title/s _____ be authorized and directed to attest the same.
(designate official title)

Attest:

Title/s _____ _____
(Signature and designation of official title) (Name of Company)
BY _____ **Title/s** _____
(Signature and designation of official title)

I, _____, _____
(Name) (Official Title)
of the _____ do hereby certify
(Name of Company)

that the foregoing is a true and correct copy of the Resolution adopted at a regular
(special) meeting of the _____, held the _____ day of _____.
(Name of Company)

Date: _____
(Signature and designation of official title)

Execution Copy

EFFECTIVE DATE _____
(PennDOT will insert)

AGREEMENT No.

FEDERAL I.D. No.

SAP VENDOR No.

CUSTOMER No.

MASTER AGREEMENT FOR CASTING ADJUSTMENTS

This Master Agreement for Casting Adjustments ("Agreement") is made by and between the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT"),

and

BACKGROUND

PennDOT plans to perform one or both of general maintenance and reconstruction of section(s) of certain State Routes within the Counties of Bucks, Chester, Delaware and Montgomery, Pennsylvania ("Project").

The Project requires adjustments, replacements or both of the Utility's castings ("Utility Work").

PennDOT is willing to incorporate the Utility Work into PennDOT's third party contract for the Project ("Project Contract").

This Agreement outlines the process for incorporation of Utility Work into the Project Contract with reimbursement to PennDOT of Utility Work costs.

The parties, intending to be legally bound, agree as follows:

Execution Copy

The Parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

by _____

Signature

Date

Title

by _____
Signature

Date

Title

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

by

District Utility Manager Date

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

by _____
for Chief Counsel Date

by _____
Senior Counsel in Charge Date

by _____
Deputy General Counsel Date

by _____
Deputy Attorney General Date

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

Agreement No. _____
Vendor No. _____
Customer No. _____
FID No. _____
MPMS No. _____

PROJECT INITIATION FORM (PIF)

MASTER AGREEMENT FOR CASTING ADJUSTMENTS

2020-2029

1. Utility Name: _____

2. Project Initiation Form Number: _____ **Date:** _____

3. Project Name: _____

4. Location: _____

5. Description of Work to be Performed: _____

6. Project Funding: FHWA STATE LOCAL

7. Estimated Utility Cost: \$_____ (Cost detail below)

PIF Number: _____

Date: _____

Estimated number of castings which are being incorporated into the Project by this Project Initiation Form (PIF).

Number of Castings	Bid Item	Unit Price	Total Cost
	9999-9950	\$504.00	
	9999-9951	\$474.00	
	9999-9952	\$1335.00	
	9999-9953	\$1028.00	
	9999-9954	\$1257.00	
	9999-9955	\$969.00	
	9999-9956	\$897.00	
	9999-9957	\$581.00	
	9999-9958	\$1180.00	
	9999-9959	\$955.00	
	9999-9960	\$1236.00	
	9999-9961	\$1537.00	
	9999-9962	\$1215.00	
	9999-9963	\$359.00	
	9999-9964	\$438.00	
	9999-9965	\$344.00	
	9999-9966	\$512.00	
	9999-9967	\$643.00	

Reference for bid item number definitions on
on pages 7-10 of this PDF

PROJECT INITIATION FORM (PIF)

Designated Project Representatives

For PennDOT:

Signature _____ Date _____

Mary Ann Lang _____
Name

District Utility Manager _____
Title

[REDACTED] _____
Email

[REDACTED] _____
Telephone

7000 Geerde Blvd. King of Prussia, PA 19406
Address

For _____:

Signature _____ Date _____

Name

Title

Email

Telephone

Address

Close Out Data - For Internal Use Only

Completed on: _____

Final Cost: _____

Contract Provisions

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

ITEM 9999-9950 0 to 15 inch diameter Utility Casting

 Adjustment for Resurfacing - Type A -

 Concrete Base - \$504.00 each

9999-9951 0 to 15 inch diameter Utility Casting

 Adjustment for Resurfacing - Type A -

 Flexible Base - \$474.00 each

9999-9952 16 to 36 inch diameter Utility Casting

 Adjustment for Resurfacing - Type A -

 Concrete Base - \$1,335.00 each

9999-9953 16 to 36 inch diameter Utility Casting

 Adjustment for Resurfacing - Type A -

 Flexible Base - \$1,028 each

9999-9954 37 to 54 inch diameter Utility Casting

 Adjustment for Resurfacing - Type A -

 Concrete Base - \$1,257.00 each

9999-9955 37 to 54 inch diameter Utility Casting

 Adjustment for Resurfacing - Type A -

 Flexible Base - \$969.00 each

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.

Exhibit "C" page 1 of 5

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.

ITEM 9999-9956 0 to 15 inch diameter Utility Casting

Adjustment for Resurfacing - Type B -

Concrete Base - \$897.00 each

9999-9957 0 to 15 inch diameter Utility Casting

Adjustment for Resurfacing - Type B -

Flexible Base - \$581.00 each

9999-9958 16 to 36 inch diameter Utility Casting

Adjustment for Resurfacing - Type B -

Concrete Base- \$1,180.00 each

9999-9959 16 to 36 inch diameter Utility Casting

Adjustment for Resurfacing - Type B -

Flexible Base - \$955.00 each

9999-9960 37 to 54 inch diameter Utility Casting

Adjustment for Resurfacing - Type B -

Concrete Base - \$1,236.00 each

9999-9961 37 to 54 inch diameter Utility Casting

Adjustment for Resurfacing - Type B -

Flexible Base - \$1,537.00 each

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.

ITEM 9999-9962 Utility Manhole Neck Rebuilding - \$1,215.00 per verticalfoot

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 nextfoot.

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.

Type C - one piece fabricated adjustable riser with one turnbuckle for adjustments of 0 inch to 3 inches.

**ITEM 9999-9963 0 to 15 inch diameter Utility Casting
Adjustment for Resurfacing - Type C - \$359.00 each**

**9999-9964 16 to 54 inch diameter Utility Casting
Adjustment for Resurfacing - Type C - \$438.00 each**

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.

Type D - One piece fabricated adjustable riser with one turnbuckle for adjustments greater than 3 inches.

ITEM 9999-9965 0 to 15 inch diameter Utility Casting

Adjustment for Resurfacing - Type D - \$344.00 each

9999-9966 16 to 54 inch diameter Utility Casting

Adjustment for Resurfacing - Type D- \$512.00 each

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 - \$643.00 each

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.

8. NEW BUSINESS:

**D. Verizon Cable Franchise
Renewal Services**

CABLE FRANCHSE RENEWAL w/ VERIZON

The current Verizon franchise agreements of a number of our members are set to expire soon.

As we've done in the past, we've asked the Cohen Law Group (CLG) to prepare a proposal for a multi-municipal negotiation with Verizon. Group negotiations provide greater negotiating leverage for each municipality and lower their attorneys' fees due to CLG's group discounts.

Attached is a packet that includes the expirations of the current Verizon agreements based on CLG's records.

Those members that have agreements that expire in 2025-26 are eligible for this project (there will be another group negotiation later for the 2028-29 group).

For those members for which CLG doesn't have expiration dates, feel free to send your current Verizon agreement to Dan Cohen at CLG.

His email is [REDACTED] and his cell is [REDACTED]

He will identify the expiration date and whether your municipality is eligible for this project.

If you can't find your Verizon agreement, Dan can obtain it from Verizon with your permission.

With respect to CLG's fees, you will see on Exhibit A of the proposal a chart that shows their standard, single-municipality flat fees based on municipal population, followed by discounted flat fees for MCCC based on the number of municipalities that participate.

If 20 or more municipalities participate, then the discount is 20%.

The proposal also includes an optional franchise fee audit to determine whether Verizon has paid your municipality all of the franchise fee revenue to which it is entitled.

In 2023-25, CLG conducted over 120 franchise fee audits and found underpayments approximately 50% of the time.

As shown in the fee chart, if your municipality opts for both the renewal negotiations and the franchise fee audit, there would be an additional 10% discount.

Finally, also included in the packet is an engagement letter to be signed and returned to Dan if your local governing body approves the proposal.

It mentions both the renewal and audit projects but can be edited accordingly if your municipality approves only the renewal project.

Please feel free to direct any questions to Dan.

Thank you for considering participation in this project.



PROPOSAL TO PERFORM

VERIZON CABLE FRANCHISE RENEWAL SERVICES

submitted to the

MONTGOMERY COUNTY CONSORTIUM OF COMMUNITIES

by the

COHEN LAW GROUP

**413 South Main Street
Pittsburgh, PA 15215**

www.cohenlawgroup.org

(412) 447-0130

November 3, 2025

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III. SCOPE OF SERVICES	7
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EXHIBIT A: FLAT FEE CHART

I. INTRODUCTION

The Cohen Law Group (“CLG”) welcomes this opportunity to submit a proposal for legal services to assist the eligible municipalities of the Montgomery County Consortium of Communities (“MCCC”) in cable franchise renewal negotiations and a franchise fee audit of Verizon of Pennsylvania, Inc. (“Verizon”). Based on our records and the MCCC Managers who have contacted our law firm, our estimate is that there are more than 20 municipalities in the MCCC with Verizon franchise agreements that are set to expire either in late 2025 or 2026.

As such, now is the time to begin the franchise renewal process. Franchise renewal is the best opportunity for local governments to obtain significant benefits and to assert their legal rights with their cable company. A multi-municipal negotiation also increases the negotiating leverage of each of the municipalities and, as detailed in Section V below, reduces their attorneys’ fees through group discounts. Our law firm has been privileged to represent many MCCC municipalities in franchise renewal negotiations with both Verizon and Comcast over the last two decades. We would welcome the opportunity to assist the MCCC again in this upcoming Verizon franchise renewal.

There have been major changes in video technology since the municipalities’ current Verizon franchise agreements, especially the dramatic growth of internet-based video services (also referred to as video streaming) such as Netflix, Hulu, Apple TV, and Disney+. In addition, there have been changes in the franchise operations of Verizon as the company is experiencing more competition today than it did when the current agreements went into effect. Finally, there have been changes in federal law and regulations applicable to cable franchising in that time period.

As described in this proposal, we recommend that the municipalities: 1) **negotiate a new franchise agreement** that addresses the changes since the last franchise and secures increased financial and legal benefits; and 2) **conduct a franchise fee audit** to ensure that each municipality

has received all the franchise fee revenue to which it is entitled from Verizon.

Municipal officials have two critical roles when it comes to renewing (or, in the rare circumstance, not renewing) a cable franchise. First, they are effectively the landlords of their cable company. The cable company utilizes the public rights-of-way to operate its cable system. Municipal officials manage those rights-of-way as a public trust and are entitled under law to fair compensation for the cable company's use of those public properties.

Second, municipal officials have an obligation to protect and advance the interests of their residents. This means not only getting the best possible services from the cable company today, but also doing everything possible to prepare for the future. Video and internet technologies change very rapidly. A cable franchise agreement must provide for the benefits available from existing technologies as well as those that may become available from future technologies.

CLG is uniquely qualified to represent the MCCC in cable franchise renewal negotiations. For over 27 years, our firm has specialized in cable franchise matters on behalf of local governments, and we have negotiated more franchise agreements than any other law firm in Pennsylvania and surrounding states. We have represented over 500 municipalities in seven states in negotiations with their cable companies. We have also negotiated hundreds of franchise agreements with Verizon. We know Verizon's corporate franchise policies, its negotiators assigned to Montgomery County, and their negotiating tactics.

The principal of the firm is Dan Cohen. He has assisted local governments in cable, wireless, and broadband issues for over 28 years. He served as Board Member (2017-21) and Co-Chair of the Legal Committee (2022-23) for the National Association of Telecommunications Officers and Advisors ("NATOA"), which is the national organization that advocates for local governments in

these fields. He was also named as a 2025 Best Lawyer in Government Relations for his work in representing local governments in cable and telecommunications matters.

Aside from his work as a telecommunications attorney, Mr. Cohen is especially qualified to represent municipalities because he was a municipal official himself. With 12 years' experience in municipal government, he has first-hand knowledge of the practical needs and the financial constraints facing municipal officials. In addition, the Cohen Law Group has a strong and experienced team that includes attorney Phil Fraga, attorney Stacy Browdie, attorney Mike Roberts, and Office Manager Victoria Novak.

CLG has developed a three-step approach to cable franchise renewal projects. The first step is to identify the clients' specific needs. Since these needs often become better defined as the negotiation progresses, we maintain flexibility throughout the process to achieve a franchise agreement that accomplishes the client's specific goals. Second, we negotiate firmly and deliberately to reach agreement in a timely fashion. Third and finally, our attorneys work efficiently in a manner that is cost effective for our clients. We are keenly aware of the fiscal constraints facing municipalities, and focus, therefore, on keeping attorneys' fees and costs as low as possible.

II. POTENTIAL FRANCHISE BENEFITS

There are significant benefits available to the MCCC municipalities in a cable franchise renewal agreement with Verizon. The key to receiving these benefits is to know the law and the regulations related to each benefit and to negotiate firmly to obtain them from the cable operator. The following is a list of some of the more important potential benefits:

1. Franchise Fee Revenue

Under federal law, municipalities may assess a franchise fee of up to five percent (5%) of the cable company's "gross revenues" for cable services derived from their municipality. The central

subject of negotiation with the cable company is the specific revenue sources to be included in the definition of “gross revenues.” **CLG has developed a comprehensive list that now includes 28 eligible revenue sources, which is greater than those in the current MCCC agreements.¹** The addition of new revenue sources in the definition of “gross revenues” would increase franchise fee revenue to the municipalities.² Please note that all franchise fees are passed through to cable subscribers as a separate line item on their bills.

2. Franchise Fee Accountability

In addition to franchise fee revenue, it is important for the municipalities to ensure franchise fee protection and accountability. In a franchise agreement, these include, but are not limited to, the following: detailed franchise fee reports, the right to conduct franchise fee audits without impediments, the ability to collect franchise fee underpayments with corresponding penalties and interest, and protections against fee reductions due to bundled service packages (also referred to as the “triple play” of television, internet, and phone).

3. Service to Unserved Areas

Depending on whether there are areas in your municipality that are not served by Verizon’s fiber network (known as “FiOS”), it is important to include requirements that the cable company extend its network to those areas. These include, but are not limited to, the following: negotiating an expansion of the cable system within a specified time frame; inserting a lower density number (the number of homes per mile necessary for Verizon to extend the system to those homes) in the franchise agreement; and securing a strong line extension requirement for homes with long setback distances from the street or road.

¹ The current MCCC-Verizon franchise agreements that our firm negotiated include 22 revenue sources. Verizon charges more types of fees today than it did when those agreements were executed.

² Note that the decrease or increase in the number of cable subscribers in each municipality will also impact franchise fee revenues.

4. Right-of-Way Protections

Because Verizon places wires and other equipment in the public rights-of-way, it is important that a franchise agreement includes operational and legal protections for the municipalities and their residents. These include protections in the event of storms, accidents, or cable company delays. Examples include fallen trees on wires, damage to property by cable contractors, installation of “double poles,” hanging wires, and any other damages or injuries that may occur. Protections in the renewal agreement should include, but not be limited to, requirements for timely repair and restoration of damage within a specified time frame, prohibition against double poles and hanging wires, access to service area maps, emergency removal of wires and equipment, indemnification of the municipality and full insurance coverage. Given that Verizon is a certified public utility in PA, negotiations for these protections will be more challenging than with other cable operators.

5. Services to Community Facilities

It is common in a franchise agreement for cable companies to agree to provide complimentary cable services to municipal facilities, schools, and public libraries. This section needs to be reworked in the franchise renewal agreement to reflect the recent Sixth Circuit Court decision on appeal from the Federal Communications Commission’s (“FCC’s”) *Third Report and Order* of 2019. The Sixth Circuit decision is more favorable to municipalities. The major subjects of negotiation in the new franchise agreement are the types of facilities (including municipal buildings, schools, and public libraries) that receive the service, and the level of service obtained.

6. Customer Service Standards

In a franchise agreement, municipalities may impose customer service standards on the cable company to which the company must comply. It is important to include comprehensive and enforceable standards that include, but are not limited to, telephone answering time limits for

customer service representatives, refunds for service interruptions, rules for resolving customer billing disputes, appointment windows for cable technicians to arrive at your home, and a prohibition against the premature application of late fees.

7. Public, Educational and Governmental (“PEG”) Channels

Municipalities have a legal right to dedicated channel space for public, educational and governmental (“PEG”) programming. A PEG channel may be used to inform citizens by cablecasting government meetings, public safety alerts, local announcements, and/or athletic events. Depending on whether a municipality currently has an active PEG channel, the renewal agreement may require improvements, such as high definition (HD) format and digital programming titles, or it may reserve the right for a channel in the future.

8. Enforcement

Once Verizon agrees to provide certain benefits in the franchise agreement, the municipalities must be able to enforce these obligations. It is important to include practical and effective enforcement tools to ensure the company’s faithful performance of its obligations under the agreement. These include, but are not limited to, predetermined monetary fines (known as liquidated damages), a performance bond, and the right to revoke the franchise under extreme circumstances.

9. Competitive Equity

Cable companies typically request that, if your municipality grants a franchise to another cable company (e.g. Comcast), then that franchise agreement cannot be more favorable to the competitor than the new agreement is to Verizon. While in theory this is a fair principle, in practice it can have the effect of impeding cable and broadband competition. We will ensure that any such provision, if demanded by the cable company, will not undermine competition in your municipality.

10. Length of Term

Because cable technology changes so rapidly, municipalities typically seek a shorter length of term in the franchise renewal agreement and cable companies typically seek longer terms to protect their capital investment in the cable system. Verizon does not embrace this industry standard, however, and to date, has sought shorter terms due to business conditions and changes in video technology. This issue will be resolved through negotiation.

III. SCOPE OF SERVICES

The following is the scope of services that the Cohen Law Group will perform if hired to assist MCCC municipalities in cable franchise renewal with Verizon.

A. Preliminary Setting of Priorities

We will first arrange an initial kickoff meeting (either in-person or virtual) with at least one representative from each participating municipality. During the meeting, we will describe the franchise renewal process, including both the formal and informal processes prescribed by the federal Cable Act. We will inform the officials of their legal rights, including the substantive areas in which they have legal authority over the cable company and those areas in which their authority is limited. We will also outline the potential benefits available to the municipalities and solicit their concerns with respect to Verizon. Finally, we will provide the municipalities with public notice and written talking points for a public hearing on cable franchise renewal. Section 626 of the Cable Act includes a “notice and comment” requirement, and we typically recommend that this requirement be satisfied by a public hearing.

B. Franchise Fee Audit

During the preliminary stage, we recommend a franchise fee audit of Verizon for each of the municipalities. Our firm conducts such audits on a regular basis. In 2023-25, we conducted over 120

audits and discovered underpayments approximately 50% of the time. During the last MCCC Verizon renewal, our firm conducted a cable compliance review that included a limited franchise fee review. That review uncovered Verizon franchise fee underpayments. Of course, we cannot guarantee that we will find franchise fee underpayments in the upcoming franchise renewal. It will depend on the specific financial records applicable to each municipality. Either way, a franchise fee audit provides a municipality with accountability.

Franchise fee revenue may be one of the most unaccounted for revenue items in the municipal budget. Section 626 of the federal Cable Act requires that municipalities, as part of cable franchise renewal, review the cable company's past performance. A franchise fee audit is a key component of assessing past performance. It is the best method to hold the company accountable for past franchise fees and to ensure the municipality receives the future revenues to which it is entitled.

The federal Cable Act allows municipalities to assess up to five percent 5% of the cable company's "gross revenues" for cable services derived from the municipality. "Gross revenues" consists of both subscriber and non-subscriber revenue sources. We will prepare a Request for Information and Documents ("RFID") to Verizon for specific franchise fee information and worksheets relevant to each municipality. CLG will then undertake the following:

- Make a determination of all eligible revenue sources for each municipality based upon the municipality's current definition of "gross revenues." There are currently 27 eligible revenue categories and many sub-categories.
- Review Verizon's supporting documentation for franchise fee revenue, including quarterly spreadsheets, worksheets, and other revenue reports for each municipality.
- Identify the revenue sources that Verizon has included in its franchise fee documentation for each municipality. Determine whether it has applied the fee to all eligible revenue sources and, if not, identify the sources that are not included in "gross revenues."
- Ensure that all eligible revenues recorded in Verizon's financial records are accurately included in the franchise fee payments in accordance with each municipality's franchise agreement.

- Determine whether non-subscriber revenues, such as advertising revenues, home shopping commissions, and leased access fees, which are typically recorded on a regional rather than a local basis, have been properly calculated and properly apportioned to each municipality.
- Review certain special revenue sources, such as “trouble call” fees, video downgrade fees, broadcast retransmission fees, franchise fee-on-fees, and others to determine proper inclusion in the determination of franchise fees for the time period under review.
- Obtain a “homes passed list” from Verizon for each municipality to determine whether the cable operator is properly coding all cable customers to the correct municipality. This includes asking each municipality to compare the homes passed database against its residential database for possible errors.
- Re-perform a select number of cable company calculations determining franchise fee revenues. These calculations include, but are not limited to, figures underlying the amounts reported for revenue sources on specific items comprising general franchise fee categories such as “miscellaneous revenues” and “installation revenues” (which include, for example, installation, disconnection, relocation, and change-in-service fees).
- Ascertain trends of major revenue categories to spot discrepancies and/or inconsistencies in the reporting of revenues over time and making inquiries with the cable company to explain such discrepancies and/or inconsistencies.
- Report trends in the number of Verizon subscribers in each municipality for the period under review.
- Determine whether there are franchise fee underpayments to each municipality for the period under review, the amount of any underpayment, and whether penalties and/or interest apply in accordance with each municipality’s franchise agreement.

We expect to review four (4) years’ worth of financial information, which is the “look back” period permitted by the current franchise agreements we have in our possession. Typically, our investigation includes follow-up requests for further information and discussions with the cable company. Once the audit is completed, we will prepare a written report for each municipality that summarizes the results of the audit, describes the areas of inquiry, and provides charts showing subscriber and revenue trends. While CLG is fully qualified to file legal action against Verizon to collect underpayments, the flat fee for this project does not include litigation (or mediation or arbitration). Such actions would require a separate engagement.

C. Drafting of Proposed Agreement

After the setting of priorities stage is completed, we will draft a proposed master franchise agreement with Verizon to provide the municipalities with all of the benefits and legal protections to which they are entitled under current law and technology. The agreement will include the results of the setting of priorities stage discussed above, as well as our judgment as to the legal provisions that would advance the municipalities' interests and meet their future cable-related needs. We will then submit the proposed agreement to Verizon's attorneys for their review.

A PEG cash grant from Verizon may be available to municipalities that currently have an active PEG channel. Such a grant may only be used for PEG capital costs. If a municipality wishes to seek PEG financial support, we will work with its representatives to prepare a PEG needs assessment report. Such a report is most likely needed to be able to obtain a PEG cash grant. There would be an additional fee for preparing the report.³

D. Negotiation with Verizon

The most important stage in the process is negotiating a franchise renewal agreement with representatives of Verizon. CLG has negotiated hundreds of franchise renewal agreements with Verizon. We know Verizon attorneys assigned to Montgomery County and the company's franchise policies. The working document for the negotiations will be the draft franchise prepared by CLG. We will preserve the municipalities' legal rights under the formal process, but negotiate with Verizon under the informal process outlined in the federal Cable Act.

The negotiation typically consists of many negotiation sessions with representatives of the cable company, status conferences with the clients, multiple revisions of the proposed franchise

³ An additional \$1,200 would be charged for CLG to obtain the relevant information from the municipality and draft the PEG needs assessment report.

agreement, redrafting specific franchise agreement provisions, and editing the final draft of the master agreement. We will then proceed to customize the master agreement to each municipality.

E. Consideration by the Municipal Governing Bodies

After tentative agreement with Verizon has been reached, CLG will report to each municipality on the substantive provisions of the deal. Specifically, we will present each municipality with its final customized franchise agreement negotiated by the parties and recommended by CLG. We will also draft an executive summary of the final agreement. Finally, we will draft an approval ordinance or resolution (depending on the classification of each municipality) for consideration by each Township Board and Borough Council.⁴

IV. PROFESSIONAL BACKGROUND

For over 27 years, the Cohen Law Group has specialized in representing municipalities in cable, wireless, and broadband matters. Collectively, our attorneys have worked on cable franchise issues on behalf of municipalities for over 70 years. CLG has represented over 500 local governments in seven states in negotiations with cable companies. Our full array of legal services includes the following:

- Drafting cable franchise agreements
- Cable franchise renewal negotiations with cable companies
- Franchise fee audits
- Cable compliance reviews
- Broadband expansion planning and implementation strategies
- Drafting wireless facilities ordinances and design standards
- Negotiation with cellular tower and antenna companies
- Wireless facility litigation
- Drafting right-of-way ordinances and development of right-of-way fees
- Drafting pole attachment agreements and pole attachment negotiations
- Broadband expansion planning and implementation

⁴ The PA Second Class Township Code requires that cable franchise agreements be approved by ordinance. The Codes for other municipal classifications do not have this requirement.

As an active member of the NATOA and other professional organizations, CLG stays current with frequent changes in cable, wireless, and broadband law. Dan Cohen served on the NATOA Board of Directors from 2017-21 and was Co-Chair of NATOA's Policy and Legal Committee from 2022-23. CLG attorneys are also frequent speakers at municipal conferences.

Mr. Cohen is especially qualified to represent municipalities because he was a municipal official himself. He served as an elected official on the Pittsburgh City Council for 12 years, including 10 years as Chair of City Council's Cable Television Committee. He led Pittsburgh's efforts to regulate cable rates, which resulted in a refund ordered by the FCC for all City of Pittsburgh cable customers. Mr. Cohen graduated from Yale University and Stanford Law School. In addition to Mr. Cohen, CLG has a strong and experienced team that includes attorney Stacy Browdie, attorney Phil Fraga, and attorney Mike Roberts. Our Office Manager is Victoria Novak.

V. COST OF SERVICES

The following is CLG's cost of services to perform franchise renewal negotiations and a franchise fee audit of Verizon on behalf of the participating MCCC municipalities. We propose to perform these services on a flat fee basis, because our significant experience in conducting these projects lends predictability to our efforts on behalf of the MCCC. In addition, a flat fee provides "price certainty" to the municipalities.

Given our longstanding relationship with MCCC and the efficiencies involved in group negotiations, we are offering our services at a discounted rate depending on the population of each municipality and the number of municipalities that participate. Exhibit A to this proposal provides a chart that shows our standard single-municipality flat fees for franchise renewal negotiations and a franchise fee audit based on a municipality's population, followed by the MCCC discounts based on the number of municipalities that participate in the project. Please note that there is no requirement

that a municipality engage our services for both projects; however, we have applied a further 10% discount if it does.

The flat fees in Exhibit A include all expenses. They do not include the unlikely possibility of extraordinary services outside the scope of services in this proposal or any significant unforeseeable developments. In the event of such extraordinary or unforeseeable developments, CLG will contact the affected municipality to discuss such developments prior to rendering services related to them. If such services were authorized, CLG would charge a fee of \$350 per hour. It is not expected that we will need to travel for this project; however, if travel is required, we would charge one-half of our hourly rate or \$175 per hour for travel time. We do not charge for mileage. Please note that our billing policy is to bill one-third of the flat fees above at the commencement of the entire project, one-third at the middle of each project, and one-third at the conclusion of each project. Thank you for the opportunity to submit this proposal.

Exhibit A: Cohen Law Group Flat Fees for Verizon Franchise Renewal Projects

Number of Participants	Single Project Discount	Population of Municipality	Fees for Franchise Renewal Negotiations	Fees for Franchise Fee Audit	Combined Fee For Both Projects	Additional Discount If Engaged for Both Projects	Total Discounted Fees for Both Projects
1	N/A	< 10,000	\$6,700	\$4,900	\$11,600	10%	\$10,440
		10,000-20,000	\$7,700	\$5,900	\$13,600		\$12,240
		>20,000	\$8,700	\$6,900	\$15,600		\$14,040
20+	20%	< 10,000	\$5,360	\$3,920	\$9,280	10%	\$8,352
		10,000-20,000	\$6,160	\$4,720	\$10,880		\$9,792
		>20,000	\$6,960	\$5,520	\$12,480		\$11,232
11-19	15%	< 10,000	\$5,695	\$4,165	\$9,860	10%	\$8,874
		10,000-20,000	\$6,545	\$5,015	\$11,560		\$10,404
		>20,000	\$7,395	\$5,865	\$13,260		\$11,934
2-10	10%	< 10,000	\$6,030	\$4,410	\$10,440	10%	\$9,396
		10,000-20,000	\$6,930	\$5,310	\$12,240		\$11,016
		>20,000	\$7,830	\$6,210	\$14,040		\$12,636



**Montgomery County Consortium of Communities:
Verizon Franchise Renewals
November 20, 2025**

Phase I (2025-26 Expirations)

1. Collegeville Borough
2. Franconia Township
3. Hatboro Borough
4. Hatfield Borough
5. Limerick Township
6. Lower Gwynedd Township
7. Lower Merion Twp. (in process)
8. Lower Providence Township
9. New Hanover Township
10. Perkiomen Township
11. Plymouth Township
12. Skippack Township
13. Springfield Township
14. Towamencin Township
15. Upper Gwynedd Township
16. Upper Hanover Twp. (in process)
16. Upper Providence Township
17. Whitpain Township

Phase II (2028-29 Expirations)

1. Abington Township
2. Ambler Borough
3. Bridgeport Borough
4. Conshohocken Borough
5. East Norriton Township
6. Hatfield Township
7. Horsham Township
8. Lansdale Borough
9. Lower Moreland Twp. (2030)
10. Lower Salford Township

11. Marlborough Township
12. Montgomery Township
13. Norristown Municipality
14. Rockledge Borough
15. Schwenksville Borough
16. Trappe Borough
17. Upper Dublin Township
18. Upper Moreland Township
19. West Norriton Township
20. Whitemarch Township

Unknown Expirations

1. Cheltenham Township
2. Jenkintown Borough
3. Lower Frederick Township
4. Lower Pottsgrove Township
5. Narberth Borough
6. North Wales Borough
7. Pottstown Borough
8. Souderton Borough
9. Upper Frederick Township
10. Upper Merion Township
11. Upper Pottsgrove Township
12. West Conshohocken Borough
13. West Pottsgrove Township
14. Worcester Township

_____, 2025

Daniel S. Cohen
Cohen Law Group
413 South Main Street
Pittsburgh, PA 15215

***RE: Montgomery County Consortium: Engagement of Cohen Law Group
to Assist in Cable Franchise Renewal with Verizon***

Dear Mr. Cohen:

This is to inform you that _____ has decided to engage the services of the Cohen Law Group (“CLG”) to assist in a franchise fee audit and cable franchise renewal negotiations with Verizon. This engagement is made pursuant to the Proposal to Perform Cable Franchise Renewal Services (“Proposal”) submitted to the Montgomery County Consortium of Communities (“MCCC”) on November 4, 2025. The Proposal includes the scope of services for the project and the cost of services on a flat fee basis. The flat fee includes all expenses. CLG will bill one-third of the fee upon engagement, one-third at the middle of the project, and one-third at the end of the project.

While our municipality is engaging the CLG individually and, upon conclusion of the project, we will obtain our own individual franchise fee report and franchise renewal agreement, we understand that the negotiation with Verizon will be in conjunction with other participating municipalities in the MCCC. This joint effort will increase our negotiating leverage and reduce our attorneys’ fees. As described in the Proposal, our fee is discounted based on our municipality’s population and the number of municipalities that participate in the project. We look forward to working with your firm and obtaining all of the financial and other cable-related benefits to which we are entitled.

Sincerely yours,

Name: _____

Title: _____

Date: _____

9. ADJOURNMENT:

**EXECUTIVE SESSION: Real Estate,
Litigation, & Personnel**