

## UPPER DUBLIN TOWNSHIP RESOLUTIONS

<u>No.</u>	<u>Date</u>	<u>Description</u>
18-2300	08/14/18	Resolution for Traffic Signal Changes through the PennDOT Green Light Go Program for the Intersection at Susquehanna Road and Camp Hill Road
18-2301	08/14/18	Resolution for Traffic Signal Changes through the PennDOT Green Light Go Program for the Intersection at Susquehanna Road and Fort Washington Avenue
18-2302	08/14/18	Resolution for Signatory Authority for the Virginia Drive Pine Run Bridges Municipal Retro-Reimbursement Modified Agreement
18-2303	09/12/18	Resolution Opposing the AQUA PA, Inc. Water Rate Increase Request to the PUC
18-2304	09/12/18	Resolution for Plan Revision for BT Dreshertown LP – Prudential Tract
18-2305	10/09/18	Resolution to Adopt an ICMA Retirement Corporation Deferred Compensation Plan and Trust Invested in VantageTrust
18-2306	10/09/18	Resolution to Approve PennDOT TE-160 Application for Traffic Signal Approval at Fort Washington & Montgomery Avenues
18-2307	10/09/18	Resolution to Approve PennDOT TE-160 Application for Traffic Signal Approval at Fort Washington & Prospect Avenues
18-2308	10/09/18	Resolution to Approve PennDOT TE-160 Application for Traffic Signal Approval at Summit & Montgomery Avenues
18-2309	10/09/18	Resolution to Approve PennDOT TE-160 Application for Traffic Signal Approval at Summit & Prospect Avenues
18-2310	11/13/18	Resolution to Extend by a Term of two years the Intergovernmental Agreement for the Completion of the Alternative TMDL Plan for the Wissahickon Creek Watershed as permitted by Ordinance 16-1321
18-2311	11/13/18	Resolution to Authorize Signature Authority for Deeds of Dedication for widened portions of Dreshertown Road granted to the Commonwealth of Pennsylvania
18-2312	11/13/18	Resolution to Adopt Policy and Procedures for Consultant Selection per PennDOT compliance requirements

- 18-2313 11/13/18 Resolution to deny Bay LLC land development at 475 Pennsylvania Avenue
- 18-2314 11/13/18 Resolution for Plan Revision for BT Dreshertown LP –The Promenade at Upper Dublin
- 18-2315 12/11/18 Resolution to Establish 2019 Budget
- 18-2316 12/11/18 Resolution to approve the Upper Dublin Township Municipal Authority’s (UDTMA’s) 2019 Annual Report and Business Improvement Plan; and to approve the UDTMA 2019 Budget.
- 19-2317 01/08/19 Resolution of Final Plan Approval for 122 Jackson Avenue Land Development
- 19-2318 01/08/19 Resolution Approving a Retirement Agreement for Ralph W. Benson III as Chief of Police in the Upper Dublin Township Police Department
- 19-2319 01/08/19 Resolution of Authorization for PennDOT TE-160 Resolution and Form Approval to Apply for Traffic Signal on Commerce Drive at Zip Ramp / Shared Driveway
- 19-2320 01/08/19 Resolution for Limekiln Pike/Susquehanna Road Intersections Green Light Go Application to Commit 20% Local Match not to exceed \$80,000
- 19-2321 02/12/19 Resolution for Intermunicipal Transfer of Liquor License Bedros, Inc.
- 19-2322 02/12/19 Resolution for Intermunicipal Transfer of Liquor License for Acme Markets, Inc.
- 19-2323 02/12/19 Resolution to support MontCo 2040 grant application submission for the Twining Valley Property’s conversion to a park
- 19-2324 02/12/19 Resolution to Approve Municipal Authority Assessment
- 19-2325 02/12/19 Resolution to Authorize Disposition of Public Records
- 19-2326 02/12/19 Resolution to Proclaim April 26, 2019 as Arbor Day
- 19-2327 03/12/19 Resolution to Support Grant Application to DCNR C2P2 for Camphill Road Trail connection to the Cross County Trail
- 19-2328 03/12/19 Resolution to approve Disciplinary Action

- 19-2329 03/12/19 Resolution Proclaiming April 2019 as “Pennsylvania 811 Safe Digging Month.”
- 19-2330 04/09/19 Resolution Recognizing EMS week, May 19 to May 25, 2019
- 19-2331 04/09/19 Resolution Recognizing National Library Week, April 7-April 13, 2019
- 19-2332 04/09/19 Resolution to Support PA DCNR C2P2 grant application submission for Twining Valley property's conversion to a park
- 19-2333 04/09/19 Resolution for Sandy Run Middle School Preliminary and Final Land Development Plan
- 19-2334 04/09/19 Resolution for PennDOT TE-160 for Sandy Run Middle School project to install Traffic Signal Changes for Limekiln Pike and Twining Road intersection
- 19-2335 04/09/19 Resolution to authorize award of ESCO contract for 520 Virginia Drive
- 19-2336 04/09/19 Resolution to authorize award of D’Huy contract for 520 Virginia Drive
- 19-2337 04/09/19 Resolution to authorize award of GKO Architects contract for 520 Virginia Drive
- 19-2338 04/09/19 Resolution to Authorize Disposition of Public Records
- 19-2339 05/14/19 Resolution to Appoint Chief of Police and Approve Employment Agreement
- 19-2340 05/14/19 Resolution to support DCED CFA Greenways, Trails and Recreation Program grant application in the amount of \$250,000 for Twining Valley Property’s Conversion to a Park
- 19-2341 05/14/19 TE-160 Resolution for Traffic Signal Revisions at Virginia Drive and 1100 Virginia Drive Western Access
- 19-2342 05/14/19 TE-160 Resolution for Traffic Signal Revisions at Virginia Drive and 1100 Virginia Drive Eastern Access
- 19-2343 05/14/19 TE-160 Resolution for Traffic Signal Revisions at Virginia Drive and Office Center / PA Turnpike Slip Ramp
- 19-2344 05/14/19 TE-160 Resolution for Traffic Signal Revisions at Virginia Drive and Susquehanna Road (SR 2017)

- 19-2345 05/14/19 Resolution for Application for a New Traffic Signal at the Pinetown Road and Highland Avenue intersection
- 19-2346 05/14/19 Resolution for Application for a New Traffic Signal at the Virginia Drive and Camp Hill Road intersection
- 19-2347 05/14/19 Resolution for DCED Greenways Grant Application for the Traffic Signal at Virginia Drive and Camp Hill Road
- 19-2348 05/14/19 TE-160 Resolution for Traffic Signal Revisions at Susquehanna Road and SPARK Drive
- 19-2349 06/11/19 TE-160 Resolution for Application for a New Traffic Signal at the Bethlehem Pike and Lindenwold Avenue intersection
- 19-2350 07/09/19 Resolution to Proclaim July as Park and Recreation Month
- 19-2351 07/09/19 Resolution to Recognize July 19 as Pennsylvania Park and Recreation Professionals Day
- 19-2352 08/13/19 Resolution to Authorize Disposition of Public Records
- 19-2353 08/13/19 Resolution to approve Disciplinary Action
- 19-2354 10/07/19 Resolution to support PECO Green Regions grant application submission for Twining Valley Property's Conversion to a Park
- 19-2355 10/07/19 Resolution to accept Deed of Dedication for Maple Glen Court
- 19-2356 11/12/19 Approve Findings of Fact Conditional Use Decision #2308 for 175 Commerce Drive.
- 19-2357 11/12/19 PennDOT TE-160 Resolution for Traffic Signal Modifications at Welsh Road and Dryden Road.
- 19-2358 11/12/19 Resolution to Approve Signatory Authority for Execution of PennDOT ARLE Reimbursement Agreement in the amount of \$380,000 for a \$475,000 Traffic Signal Project at Susquehanna and Fitzwatertown Roads.
- 19-2359 12/10/19 Resolution to Establish 2020 Budget
- 19-2360 12/10/19 Resolution to approve the Upper Dublin Township Municipal Authority's (UDTMA's) 2020 Annual Report and Business Improvement Plan; and to approve the UDTMA 2020 Budget

- 19-2361 12/10/19 Resolution to appoint Jack Smyth Jr. and Boles Smyth Associates Inc. as Upper Dublin Township Traffic Engineer per PennDOT compliance requirements
- 20-2362 01/14/20 Resolution for Minor Land Development Application for parking lot expansion at 465 Maryland Drive/Offices Javan Engineering-UD#19-08
- 20-2363 01/14/20 PennDOT Resolution for the Traffic Signal at Welsh Road (SR 0063) and Butler Pike
- 20-2364 01/14/20 PennDOT Resolution for the Traffic Signal at Norristown Road (SR 2007) and Limekiln Pike (SR 0152)
- 20-2365 01/14/20 PennDOT Resolution for the Traffic Signal at Welsh Road (SR 0063) and Dreshertown Road (SR 2024)
- 20-2366 01/14/20 PennDOT Resolution for the Traffic Signal at Welsh Road (SR 0063) and Dryden Road/Welsh Road Business Center
- 20-2367 01/14/20 PennDOT Resolution for the Traffic Signal at Welsh Road (SR 0063) and Twining Road
- 20-2368 01/14/20 PennDOT Resolution for the Traffic Signal at Welsh Road (SR 0063) and Kimball Avenue
- 20-2369 01/14/20 Resolution on Engineering and Professional Staff Review and Inspections Fees
- 20-2370 01/14/20 Resolution accepting the Deed of Dedication for a Widened Portion of Meadowbrook Avenue from Dublin Estates, LLC
- 20-2371 01/28/20 Resolution authorizing filing Redevelopment Assistance Capital Program Application
- 20-2372 02/11/20 Resolution to Approve Municipal Authority Assessment for 2020
- 20-2373 02/11/20 PennDOT Resolution for Signal Permit Plan Revision at Susquehanna Road (SR 2017) & PA Rt 309 Ramp AA/Lincoln Drive
- 20-2374 02/11/20 Resolution to Proclaim April 24, 2020 as Arbor Day
- 20-2375 02/11/20 Resolution to approve PennDOT Winter Services Supplemental Agreement
- 20-2376 02/11/20 Resolution to approve Grant Application in the amount of \$200,000 to MontCo 2040 Implementation Grant for Upper Dublin Community Center Multimodal Project


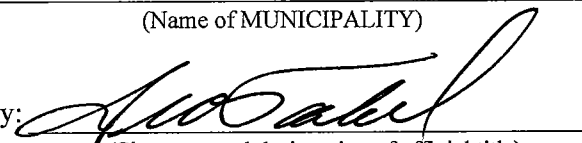
- 20-2377 03/10/20 Resolution Proclaiming April 2020 as “Pennsylvania 811 Safe Digging Month”
- 20-2378 03/10/20 Resolution approving the First Amendment to the Communications Tower Facility Use and Management Agreement for the Cell Tower at 801 Loch Alsh Avenue and Authorizing Signatory Authority
- 20-2379 03/10/20 Resolution approving the Second Amendment to the Communications Site Lease Agreement for the Cell Tower at 465 Delaware Avenue and Authorizing Signatory Authority
- 20-2380 03/10/20 Resolution for Final Approval of the Ruddy Tract 14-lot subdivision/land Development
- 20-2381 04/14/20 Resolution extending the Face period of the Real Estate Tax for the Township and County from June 1, 2020 to July 31, 2020
- 20-2382 04/14/20 Resolution to approve PA DCNR C2P2 Grant Application for the update of the Township’s Open Space Plan in the amount of \$45,000
- 20-2383 05/12/20 Approving an Amendment to the Rules and Regulations of the Upper Dublin Shade Tree Commission
- 20-2384 05/12/20 Resolution for Police Personnel Action
- 20-2385 06/09/20 Resolution acknowledging the Existence of Racial Injustice in our Society and the Need for the Upper Dublin Community to Recognize and Celebrate our Shared Humanity
- 20-2386 06/09/20 Resolution acknowledging June 2020 to be Gay Pride Month
- 20-2387 06/09/20 Resolution authorizing application to PennDOT for installation of traffic signal at Camp Hill Road and Virginia Drive
- 20-2388 07/14/20 Resolution authorizing application to PennDOT for modification of traffic signal at Welsh Road (SR 0063) and Dryden Road/Welsh Road Business Center Access
- 20-2389 07/14/20 Resolution to approve PennDOT Winter Services Supplemental Agreement
- 20-2390 07/14/20 Resolution to Accept Traffic Signal Easement from LSOP 3 PA 2, LLC at Commerce Drive and 335 Commerce Drive (TruMark Financial)
- 20-2391 07/14/20 Resolution to approve Disciplinary Action

- 20-2392 08/11/20 Resolution for an Emergency Extension of the Recycling Contract
- 20-2393 08/11/20 Resolution to authorize the Montgomery County Tax Claim Bureau (TCB) to except Township properties from the TCB 2020 Upset Sale until the 2021 Upset Sale
- 20-2394 09/08/20 Resolution for approval of Preliminary Land Development for 350 Commerce Drive with conditions
- 20-2395 10/13/20 Resolution to appoint Joseph J. Fielder as Building Code Official
- 20-2396 10/13/20 Resolution to approve the Upper Dublin Wastewater Treatment Plant Act 537 Amendment Plan #3
- 20-2397 10/13/20 Resolution to approve PennDOT Five Year Winter Traffic Services Agreement
- 20-2398 10/13/20 Resolution to Execute Deed of Dedication for 0.061 acres from Township of Upper Dublin, Tax Parcel #54-00-90137-00-7 property designated as Parcel 2C at Welsh Road & Jarrettown Road, to the Commonwealth of Pennsylvania, Department of Transportation
- 20-2399 10/13/20 Resolution to Execute Deed of Dedication for 0.009 acres from Township of Upper Dublin, property designated as Parcel 2D at Welsh Road & Jarrettown Road, to the Commonwealth of Pennsylvania, Department of Transportation

RESOLUTION NO. 18-2300


**BE IT RESOLVED**, by authority of the Board of Commissioners  
(Name of governing body)  
of the Township of Upper Dublin, Montgomery County, and it  
(Name of MUNICIPALITY)  
is hereby resolved by authority of the same, that the Township Manager  
(designate official title)  
of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic  
Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of  
the MUNICIPALITY.

**ATTEST:**

Upper Dublin Township  
(Name of MUNICIPALITY)  
  
(Signature and designation of official title)  
**PAUL A. LEONARD, SECRETARY**  
I, Ira S. Tackel,  
(Name)  
By:   
(Signature and designation of official title)  
**IRA S TACKEL, PRESIDENT**  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)  
is a true and correct copy of the Resolution adopted at a regular meeting of the  
Board of Commissioners, held the 14TH day of August, 2018.  
(Name of governing body)

DATE: 8/14/2018

  
(Signature and designation of official title)  
**IRA S. TACKEL, PRESIDENT**

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034  
Municipal Phone Number : (215) 643 - 1600 Alternative Phone Number : \_\_\_\_\_  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : 8:00AM - 5:00PM

## B - Application Description

Location (*intersection*) : Susquehanna Road and Camp Hill Road  
Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : 64-2454  
Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_  
Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : \_\_\_\_\_  
If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :  
Replace existing inductance loops with video detection, replace LED signal indications and install countdown pedestrian signal heads

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

## C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :  
 Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_  
Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin  
Phone # : (215) 643 - 1600 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

## D - Attachments Listing

- |                                                                              |                                                     |                                                               |
|------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input type="checkbox"/> Traffic Signal Permit                               | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                                    | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                        |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                               |
| <input type="checkbox"/> Traffic Signal Study                                | <input type="checkbox"/> Condition Diagram          |                                                               |

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A Leonard Date : 8/14/2018  
 Signed By : [Signature] Witness or Attest : Deb Ritter  
 Title of Signatory : Township Manager Title of Witness or Attester : Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

<u>KNOCKDOWNS</u>	<u>TYPE OF REPAIR PERMITTED</u>
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only
 <b><u>EQUIPMENT FAILURE</u></b>	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO. 18-2301

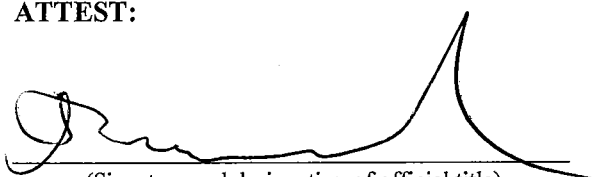
BE IT RESOLVED, by authority of the Board of Commissioners  
(Name of governing body)  
of the Township of Upper Dublin, Montgomery County, and it  
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

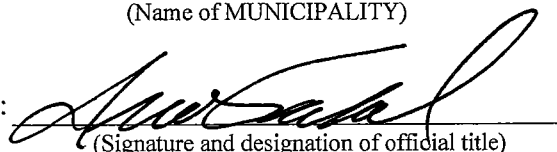
  
(Signature and designation of official title)

PAUL A. LEONARD, SECRETARY  
I, Ira S. Tackel

(Name)

Upper Dublin Township  
(Name of MUNICIPALITY)

By:

  
(Signature and designation of official title)

IRA S TACKEL, PRESIDENT  
Board President

(Official Title)

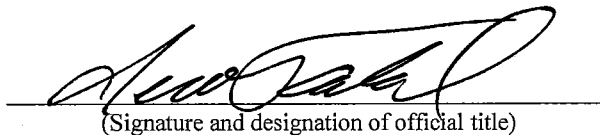
of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 14TH day of August, 2018.  
(Name of governing body)

DATE:

8/14/2018

  
(Signature and designation of official title)

IRA S. TACKEL, PRESIDENT

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034  
Municipal Phone Number : (215) 643 - 1600 Alternative Phone Number : \_\_\_\_\_  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : 8:00AM - 5:00PM

## B - Application Description

Location (*intersection*) : Susquehanna Road and Fort Washington Avenue  
Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : 64-0290  
Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_  
Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : I-0181  
If YES, provide locations of all signalized intersections in system.  
Susquehanna Rd/Fort Washington Ave; Susquehanna Rd/PA Route 309 Ramp AA/Lincoln Dr; Susquehanna Rd/Spark Dr  
Explain the proposed improvements :  
Replace existing inductance loops with video detection, replace LED signal indications and install countdown pedestrian signal heads  
Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

## C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :  
 Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_  
Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin  
Phone # : (215) 643 - 1600 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

## D - Attachments Listing

- |                                                                              |                                                     |                                                               |
|------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input type="checkbox"/> Traffic Signal Permit                               | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                                    | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                        |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                               |
| <input type="checkbox"/> Traffic Signal Study                                | <input type="checkbox"/> Condition Diagram          |                                                               |

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard Date : 8/14/2018  
 Signed By : [Signature] Witness or Attest : [Signature]  
 Title of Signatory : Township Manager Title of Witness or Attester : Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

**KNOCKDOWNS**

**TYPE OF REPAIR PERMITTED**

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

**EQUIPMENT FAILURE**

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

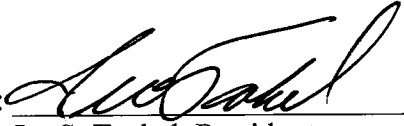
**RESOLUTION NO. 18-2302**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, FOR REIMBURSEMENT FROM PENNDOT ON THE VIRGINIA DRIVE BRIDGES OVER PINE RUN REPLACEMENT PROJECT**

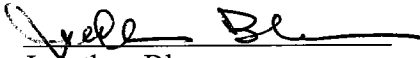
Be it resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania that the Secretary of said Township or the Assistant Township Manager of said Township be authorized and directed to sign the modification to the attached Agreement on its behalf.

ADOPTED this August 14, 2018.

BOARD OF COMMISSIONERS  
UPPER DUBLIN TOWNSHIP

By:   
Ira S. Tackel, President

Attest:

  
Jonathan Bleemer  
Assistant Township Manager

**TOWNSHIP OF UPPER DUBLIN  
MONTGOMERY COUNTY, PENNSYLVANIA  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 18-2303**

**RESOLUTION IN OPPOSITION TO A REQUEST BY AQUA  
PENNSYLVANIA, INC. TO INCREASE ITS WATER RATES AS OF  
OCTOBER 16, 2018, IN TERRITORIES AFFECTING UPPER DUBLIN  
TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA**

WHEREAS, the Board of Commissioners and the Administration of Upper Dublin Township, Montgomery County, Pennsylvania received an official notification that AQUA Pennsylvania, Inc., ("AQUA") intended to file a request on Friday, August 17, 2018, with the Pennsylvania public Utility Commission ("PUC") to increase water rates by 16.13% as of October 16, 2018; and

WHEREAS, such a rate increase would affect all AQUA water users in Upper Dublin Township purportedly based on AQUA's investments in system repairs and improvements made since June 2012 and projected through March 2020, and purportedly based upon the cost of operation and maintenance in providing utility service and capacity in infrastructure and other service improvements; and

WHEREAS, there has been a great and well-founded concern recently with actions taken by AQUA to close the Aidenn Lair water well that serves the northeastern area of Upper Dublin Township and the North Hills water well that serves the southeastern area of Upper Dublin Township along with portions of Abington, Cheltenham and Springfield Townships with drinking water; and

WHEREAS, AQUA took the action to close the Wells because of levels of perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS); and in drinking water ranged from 18 to 39 parts per trillion (ppt) for the Aiden Lair well and 32 to 53 ppt for the North Hills well in the past year, although below the EPA's recommendation of 70 ppt; and

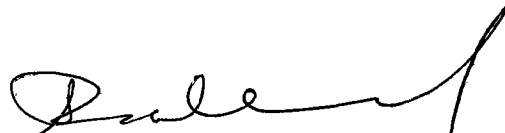
WHEREAS, the voluntary measure to close down the Wells as a health precaution was directly due to two (2) public meetings by State Representatives Madeleine Dean and Steve McCarter at which the closure of wells issue was discussed in detail and the majority of the community supported the lowering of PFOA and PFOS levels to 5 ppt for Pennsylvania's drinking water as noted in House Bill 705.


NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township opposes the subject rate increase request by AQUA until such time that AQUA undertakes the necessary financial commitments and investments in technology to install a means to clean the drinking water in its area wells and other water sources which serve Upper Dublin, Abington, Cheltenham and Springfield Townships by filtering out the PFOA and PFOS from drinking water to a 5 ppt or near non-detectable system-wide level and to ensure safe drinking water for Upper Dublin families, children and future generations.

RESOLVED, this 12<sup>th</sup> day of September, 2018.

ATTEST:

BOARD OF COMMISSIONERS  
UPPER DUBLIN TOWNSHIP

  
\_\_\_\_\_  
Paul A. Leonard, Secretary/Township Manager

By:   
\_\_\_\_\_  
Ronald P. Feldman, Vice President



DEP Code No.  
1-46951-231-3J

### RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (~~SUPERVISORS~~) (COMMISSIONERS) (~~COUNCILMEN~~) of Upper Dublin Township  
(TOWNSHIP) (~~BOROUGH~~) (~~CITY~~), Montgomery COUNTY, PENNSYLVANIA (hereinafter "the municipality").

**WHEREAS** Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

**WHEREAS** BT Dreshertown, LP has proposed the development of a parcel of land identified as  
land developer

Prudential Tract, and described in the attached Sewage Facilities Planning Module, and  
name of subdivision

proposes that such subdivision be served by: (check all that apply),  sewer tap-ins,  sewer extension,  new treatment facility,  individual onlot systems,  community onlot systems,  spray irrigation,  retaining tanks,  other, (please specify).

**WHEREAS**, Upper Dublin Township finds that the subdivision described in the attached  
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

**NOW, THEREFORE, BE IT RESOLVED** that the (~~Supervisors~~) (Commissioners) (~~Councilmen~~) of the (Township)

(~~Borough~~) (~~City~~) of Upper Dublin Township hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

Paul A. Leonard, Secretary, Paul A. Leonard  
(Signature)

Township Board of ~~Supervisors~~ (~~Borough Council~~) (~~City Councilmen~~), hereby certify that the foregoing is a true copy of  
COMMISSIONERS  
the Township (~~Borough~~) (~~City~~) Resolution # 18-2304, adopted, September 12, 2018.

Municipal Address:

BY: Ronald P. Feldman  
RONALD P. FELDMAN, VICE PRESIDENT

Upper Dublin Township Municipal Building  
801 Loch Aish Avenue  
Fort Washington, PA 19034  
Telephone 215-643-1600

Seal of  
Governing Body

UPPER DUBLIN TOWNSHIP

RESOLUTION NO. 18-2305

RESOLUTION TO ADOPT ADMINISTRATIVE SERVICES AGREEMENT BETWEEN ICMA  
RETIREMENT CORPORATION AND UPPER DUBLIN TOWNSHIP

WHEREAS, Upper Dublin Township has employees rendering valuable services; and

WHEREAS, the establishment of a deferred compensation plan for such employees serves the interests of Upper Dublin Township by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, Upper Dublin Township has determined that the establishment of a deferred compensation plan to be administered by the ICMA Retirement Corporation serves the above objectives; and

WHEREAS, Upper Dublin Township desires that its deferred compensation plan be administered by the ICMA Retirement Corporation, and that some or all of the funds held under such plan be invested in VantageTrust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans;

NOW THEREFORE BE IT RESOLVED that Upper Dublin Township hereby adopts the deferred compensation plan (the "Plan") in the form of: The Administrative Services Agreement between ICMA Retirement Corporation and Upper Dublin Township referred to as Appendix A

BE IT FURTHER RESOLVED that Upper Dublin Township hereby adopts the Declaration of Trust of VantageTrust, attached hereto as Appendix B, intending this adoption to be operative with respect to any retirement or deferred compensation plan subsequently established by Upper Dublin Township, if the assets of the plan are to be invested in VantageTrust.

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with Upper Dublin Township serving as trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

BE IT FURTHER RESOLVED that Upper Dublin Township hereby agrees to serve as trustee under the Plan.

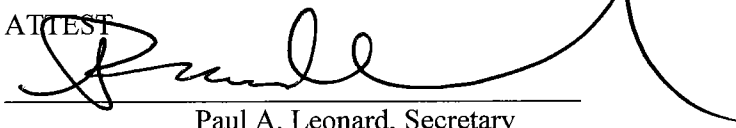
BE IT FURTHER RESOLVED that the Upper Dublin Township Finance Director shall be the coordinator for this program; shall receive necessary reports, notices, etc. from ICMA Retirement Corporation or VantageTrust; shall cast, on behalf of Upper Dublin Township, any required votes under VantageTrust; Administrative duties to carry out the plan may be assigned to the appropriate departments, and is authorized to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan.

RESOLVED, this 9<sup>th</sup> day of October, 2018.

BOARD OF COMMISSIONERS  
TOWNSHIP OF UPPER DUBLIN

By:   
Ira S. Tackel, President

ATTEST

  
Paul A. Leonard, Secretary

Appendix "A"

The Administrative Services Agreement between ICMA Retirement Corporation and Upper Dublin Township

**ADMINISTRATIVE SERVICES AGREEMENT**

Between

**ICMA Retirement Corporation**

and

Upper Dublin Township

Type: 457

Account #: 301736

## ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“Agreement”), made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the International City Management Association Retirement Corporation (“ICMA-RC”), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the Upper Dublin Township (“Employer”), a Township organized and existing under the laws of the State of Pennsylvania with an office at 801 Loch Alsh Avenue, Fort Washington, Pennsylvania 19034.

### RECITALS

Employer acts as public plan sponsor of a retirement plan (“Plan”), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

ICMA-RC acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the “Funds”) for the investment of plan assets as referenced in VantageTrust’s principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds’ Fact Sheets (together, “VT Disclosures”); and

In addition to serving as investment adviser to VantageTrust Company LLC, ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

## AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 10, so long as ICMA-RC continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than ICMA-RC. Employer acknowledges that ICMA-RC has agreed to the compensation to be paid to ICMA-RC under this Agreement in the expectation that ICMA-RC will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of ICMA-RC at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed, but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

Failure to provide timely fund profile update information, including the source of the information, may result in a lack of fund information for participants, as ICMA-RC will remove outdated fund profile information from the systems that provide fund information to Plan participants.

5. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC to serve as investment adviser to VantageTrust is dependent upon the continued willingness of VantageTrust for ICMA-RC to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

Employer represents and warrants to ICMA-RC that:

- (d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (e) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is not the Plan Administrator or Plan Sponsor as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement IncomeAdvantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement IncomeAdvantage Fund.
- (g) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

- (h) Employer acknowledges that it has received ICMA-RC's Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.
- (i) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) ICMA-RC's compensation under this Agreement shall be as set forth in subsection (b) below.
- (b) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that ICMA-RC receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

- (c) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (d) **Payment Procedures.** All payments to ICMA-RC pursuant to Section 7(a) shall be paid out of the Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer, to the extent not paid by the Employer. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 are contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

The compensation and payment in this Section 7 will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 – Effective April
- Agreement received by May 20 – Effective July
- Agreement received by August 20 – Effective October
- Agreement received by December 20 – Effective February
- 

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer chooses to implement additional funds not on ICMA-RC's mutual fund platform.

8. Contribution Remittance

Employer understands that amounts invested through VantageTrust are to be remitted directly to VantageTrust in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

9. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend five (5) years from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the VT PLUS Fund as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the VT PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the VT PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) ICMA-RC may amend this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed amendment. Such amendment shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such amendment.
- (c) The parties agree that enhancements may be made to administrative and operations services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

12. Notices

All notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

**ICMA-RC:** Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240  
**Facsimile;** (202) 962-4601

**Employer:** at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Schedules

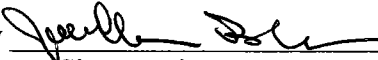
All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

UPPER DUBLIN TOWNSHIP

By   
Signature/Date

By Jonatha Bleener  
Name and Title (Please Print)  
Finance Director

INTERNATIONAL CITY MANAGEMENT  
ASSOCIATION RETIREMENT CORPORATION

By   
Erica McFarquhar  
Assistant Secretary

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Electronically to [PlanAdoptionServices@icmarc.org](mailto:PlanAdoptionServices@icmarc.org), or
- (b) In paper form to ICMA-RC  
ATTN: PLAN ADOPTION SERVICES  
777 North Capitol Street NE  
Suite 600  
Washington DC 20002-4240

**Exhibit A**

**Administrative Services**

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through a paper form. ICMA-RC will provide an enrollment link through the general ICMA-RC web site. Employer will also make available the online enrollment link in their Intranet site or via email to new employees. Employer can also enroll employees through EZLink.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access or EZLink), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Investor Services, Voice Response System, Account Access, TextAccess and through quarterly statements that can be delivered electronically through Account Access or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings), to assist participants.
- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate certain plan transactions at

any time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://harper1.icmarc.org/login.jsp>.

- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to ICMA-RC's plan sponsor EZLink web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. EZLink is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://harper1.icmarc.org/login.jsp>
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held there under.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Account Access.
- (o) Guided Pathways Advisory Services – Participant Advice and Guidance may be made available through a third party vendor on the terms specified on ICMA-RC's website.
- (p) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

Appendix "B"

Declaration of Trust of Vantage Trust

# 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN AND TRUST



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# 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN AND TRUST

As Amended and Restated

## Article I. Purpose

The Employer identified in Article 2.09 hereby establishes and maintains the Employer's Deferred Compensation Plan and Trust, hereafter referred to as the "Plan." The Employer is a State, political subdivision of a State, or an agency or instrumentality of a State or political subdivision, as described in Section 457(e)(1)(A) of the Internal Revenue Code ("the Code").

The primary purpose of this Plan is to provide retirement income and other deferred benefits to the Employees of the Employer and the Employees' Beneficiaries in accordance with the provisions of Section 457 of the Code.

The Employer has determined that the establishment of a deferred compensation plan for the Employees of the Employer serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel.

This Plan shall be an agreement solely between the Employer and participating Employees. The Plan and Trust forming a part hereof are established and shall be maintained for the exclusive benefit of Participants and their Beneficiaries. No part of the corpus or income of the Trust shall revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiaries.

The Employer adopts the Group Trust created by the Declaration of Trust of Vantage Trust Company.

## Article II. Definitions

- 2.01 **Account.** The bookkeeping account maintained for each Participant reflecting the cumulative amount of the Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the Employer's investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Participant's Beneficiary and any fees or expenses charged against such Participant's Deferred Compensation.
- 2.02 **Accounting Date.** For valuing the Trust's assets, as provided in Section 6.06, each business day that the New York Stock Exchange is open for trading.
- 2.03 **Administrator.** The person or persons named in writing to carry out certain nondiscretionary administrative functions under the Plan, as hereinafter described. The Employer may remove any person as Administrator upon seventy-five (75) days' advance notice in writing to such person, in which case the Employer shall name another person or persons to act as Administrator. The Administrator may resign upon seventy-five (75) days' advance notice in writing to the Employer, in which case the Employer shall name another person or persons to act as Administrator. Unless otherwise provided in the Plan, the Administrator shall act at the direction of the Employer and shall be fully protected in acting on such direction. The Employer may enter into a separate agreement with the Administrator

detailing features of the Plan and any elections as to the administration of the Plan.

- 2.04 **Automatic Distribution Date.** April 1 of the calendar year after the year the Participant attains age 70½ or, if later, has a Severance Event.
- 2.05 **Beneficiary.** The person or persons named by the Participant in his or her Joinder Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. In the event that the Participant names two or more Beneficiaries, each Beneficiary shall be entitled to equal shares of the benefits payable at the Participant's death, unless otherwise provided in the Participant's Joinder Agreement. If no Beneficiary is named in the Joinder Agreement, if the named Beneficiary predeceases the Participant, or if the named Beneficiary does not survive the Participant for a period of fifteen (15) days, then the estate of the Participant shall be the Beneficiary. If a married Participant resides in a community property state, the Participant shall be responsible for obtaining appropriate consent of his or her spouse in the event the Participant names someone other than his or her spouse as Beneficiary; provided, however that solely for purposes of this sentence, the term "spouse" shall have the meaning determined by the Employer.
- For purposes of Section 7.09(c), relating to unforeseeable emergency withdrawals, the term Primary Beneficiary means an individual who is named as a Beneficiary under the Plan and who would have an unconditional right to all or a portion of the Participant's account balance under the Plan upon the death of the Participant (or Beneficiary who has inherited an account balance).
- 2.06 **Deferred Compensation.** The amount of Includible Compensation otherwise payable to the Participant that the Participant and the Employer mutually agree to defer hereunder (including pursuant to automatic enrollment in Section 4.03), any amount credited to a Participant's Account by reason of a transfer under Section 6.09 or 6.10, a rollover under Section 6.11, or any other amount the Employer agrees to credit to a Participant's Account.
- 2.07 **Dollar Limitation.** The applicable dollar amount within the meaning of Section 457(b)(2)(A) of the Code, as adjusted for the cost-of-living in accordance with Section 457(e)(15) of the Code.
- 2.08 **Employee.** Any individual who provides services for the Employer, whether as an employee of the Employer, as defined by state law, or as an independent contractor, and who has been designated by the Employer as eligible to participate in the Plan.
- 2.09 **Employer.** \_\_\_\_\_ which is a State, political subdivision of a State, or agency or instrumentality of a State, as described in Section 457(e)(1)(A) of the Code.
- 2.10 **457 Catch-Up Dollar Limitation.** Twice the Dollar Limitation.
- 2.11 **Includible Compensation.** Includible Compensation of a Participant means "compensation," as defined in Section 415(c)(3) of the Code, for services performed for the Employer. Includible Compensation shall be determined without regard to any community property laws. For purposes of a Participant's Joinder Agreement only and not for purposes of the limitations in Article V, Includible Compensation shall include pre-tax contributions (excluding direct employer contributions) to an integral part trust of the employer providing retiree health care benefits.
- 2.12 **Joinder Agreement.** An agreement entered into between an Employee and the Employer, including any amendments or modifications thereof, that fixes the amount of Deferred Compensation, specifies a preference among the investment alternatives designated by the Employer, names the Employee's Beneficiary or Beneficiaries, and incorporates the terms, conditions, and provisions of the Plan by

reference. A Joinder Agreement includes amounts that an Employer agrees to credit to the Employee's account as "employer contributions."

- 2.13 **Normal Limitation.** The maximum amount of Deferred Compensation for any Participant for any taxable year (other than amounts referred to in Sections 6.09, 6.10, and 6.11).
- 2.14 **Normal Retirement Age.** Age 70½, unless the Participant has elected an alternate Normal Retirement Age by written instrument delivered to the Administrator prior to a Severance Event. A Participant's Normal Retirement Age determines the period during which a Participant may utilize the additional catch-up dollar limitation of Section 5.02(b) hereunder and determines the right to receive certain tax free distributions described in Section 7.14. Once a Participant has to any extent utilized the catch-up limitation of Section 5.02(b), his Normal Retirement Age may not be changed.

A Participant's alternate Normal Retirement Age may not be earlier than the earliest date that the Participant will become eligible to retire and receive immediate, unreduced retirement benefits under the Employer's basic defined benefit retirement plan covering the Participant (or a money purchase pension plan of the Employer in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan of the Employer), and may not be later than the date the Participant will attain age 70½. If the Participant will not become eligible to receive benefits under a basic defined benefit retirement plan (or money purchase pension plan, if applicable) maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than 65 and may not be later than age 70½ (except as provided in the next paragraph). Solely for purposes of the prior two sentences, a plan of the Employer includes a plan maintained by the state (or a political subdivision or agency or instrumentality of the state) in which the Employer is located. In no event may a Participant's normal retirement age be different than the normal retirement age under the Employer's other 457(b) plans, if any.

In the event the Plan has Participants that include qualified police or firefighters (as defined under Section 415(b)(2)(H)(ii)(I) of the Code), a normal retirement age may be designated for such qualified police or firefighters that is not earlier than age 40 or later than age 70½. Alternatively, qualified police or firefighters may be permitted to designate a normal retirement age that is between age 40 and age 70½.

- 2.15 **Participant.** Any Employee who has joined the Plan pursuant to the requirements of Article IV. Unless the context requires otherwise, the term Participant includes an Employee or former Employee of the Employer who has not yet received all of the payments of benefits to which he/she is entitled under the Plan.
- 2.16 **Percentage Limitation.** 100 percent of the Participant's Includible Compensation available to be contributed as Deferred Compensation for the taxable year.
- 2.17 **Plan Year.** The calendar year, unless otherwise elected by the Employer.
- 2.18 **Severance Event.** A severance of the Participant's employment with the Employer within the meaning of Section 457(d)(1)(A)(ii) of the Code.

In general, a Participant shall be deemed to have experienced a Severance Event for purposes of this Plan when, in accordance with the established practices of the Employer, the employment relationship is considered to have actually terminated. If the Plan does not allow participation by independent contractors of the Employer, a Participant shall also be deemed to have experienced a Severance Event for purposes of the Plan when, in accordance with the established practices of the Employer, the Participant ceases to be an employee and becomes an independent contractor. If the Plan allows participation by independent contractors of the

Employer, then in the case of a Participant who is an independent contractor of the Employer, a Severance Event shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer, or such other events as may be permitted under the Code.

- 2.19 **Trust.** The Trust created under Article VI of the Plan which shall consist of all compensation deferred under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries.

### Article III. Administration

- 3.01 **Duties of the Employer.** The Employer shall have the authority to make all discretionary decisions affecting the rights or benefits of Participants that may be required in the administration of this Plan. The Employer's decisions shall be afforded the maximum deference permitted by applicable law.
- 3.02 **Duties of Administrator.** The Administrator, as agent for the Employer and subject to oversight by the Employer, shall perform nondiscretionary administrative functions in connection with the Plan, including the maintenance of Participants' Accounts, the provision of periodic reports of the status of each Account, and the disbursement of benefits on behalf of the Employer in accordance with the provisions of this Plan.

### Article IV. Participation in the Plan

- 4.01 **Initial Participation.** An Employee that the Employer elects to be eligible for the Plan may become a Participant by entering into a Joinder Agreement (or by being treated as entering into a Joinder Agreement pursuant to Section 4.03) prior to the beginning of the calendar month in which the Joinder Agreement is to become effective to defer compensation not yet paid or made available, or such other date as may be permitted under the Code. A new employee may defer compensation in the calendar month during which he or she first becomes an employee if a Joinder Agreement is entered into on or before the first day on which the employee performs services for the Employer.
- 4.02 **Amendment of Joinder Agreement.** A Participant may amend an executed Joinder Agreement to change the amount of Includible Compensation not yet paid or made available that is to be deferred (including the reduction of such future deferrals to zero). Such amendment shall become effective as of the beginning of the calendar month commencing after the date the amendment is executed, or such other date as may be permitted under the Code. A Participant may at any time amend his or her Joinder Agreement to change the Beneficiary or specify investments, and such amendment shall become effective immediately.
- 4.03 **Automatic Enrollment.**
- (a) *If elected by the Employer, the Plan will provide for automatic enrollment.* In this case, an Employee will become a Participant, shall be treated as entering into a Joinder Agreement, and shall have compensation deferred, at the amount equal to the percentage of compensation specified by the Employer, unless the Employee affirmatively elects a different amount (or elects not to enter into a Joinder Agreement) within the initial "opt-out" period specified by the Employer. The "opt-out" period shall be no less than thirty (30) days and no more than ninety (90) days. The Participant will be treated as having entered into a Joinder Agreement at the end of such opt-out period and Default Elective Deferrals shall begin on the first pay period of the following calendar month. Unless otherwise elected by the Employer, these

automatic enrollment provisions will also apply when an Employee is rehired. An Employee who becomes a Participant pursuant to this Section 4.03 may amend the Joinder Agreement as provided in Section 4.02.

(b) **Definitions.** *The following definitions shall apply for this Section 4.03:*

- (1) **Eligible Automatic Contribution Arrangement ("EACA").** An automatic contribution arrangement that satisfies the uniformity and notice requirements of this Section 4.03.
- (2) **Automatic Contribution Arrangement.** An arrangement under which, in the absence of an affirmative election by a Covered Employee, a specified percentage of compensation will be withheld from the Covered Employee's pay and contributed to the Plan as Deferred Compensation.
- (3) **Covered Employee.** A Participant identified by the Employer as being covered under the EACA. An independent contractor cannot be a Covered Employee.
- (4) **Default Elective Deferrals.** The Deferred Compensation contributed to the Plan under the EACA on behalf of Covered Employees who do not have an affirmative election in effect regarding Deferred Compensation.
- (5) **Default Rate.** The percentage of a Covered Employee's compensation contributed to the Plan as a Default Elective Deferral, per pay period, for a given Plan Year. The Default Rate is specified by the Employer.

(c) **Rules of Application**

- (1) Default Elective Deferrals will be made on behalf of Covered Employees who do not have an affirmative election in effect regarding Deferred Compensation. The amount of Default Elective Deferrals made for a Covered Employee each pay period is equal to the Default Rate multiplied by the Covered Employee's compensation for that pay period. If the Employer elects, a Covered Employee's Default Elective Deferrals will increase each Plan Year by a designated percentage, per pay period, beginning with the second Plan Year that begins after the Default Rate first applies to the Covered Employee. The increase will be effective beginning with the first pay period that begins in such Plan Year.
- (2) A Covered Employee will have a reasonable opportunity after receipt of the notice described in Section 4.03(e) to make an affirmative election regarding Deferred Compensation (either to have no Deferred Compensation contributed or to have a different amount of Deferred Compensation contributed) before Default Elective Deferrals are made on the Covered Employee's behalf. Default Elective Deferrals being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an affirmative election. An affirmative election to have no Deferred Compensation contributed, made no later than ninety (90) days after Default Elective Deferrals are first withheld from a Covered Employee's pay, shall be deemed a request for distribution of the Covered Employee's Default Elective Deferrals under Section 4.03(f) of the Plan, unless the Covered Employee affirmatively elects otherwise.

(d) **Uniformity Requirement**

- (1) Except as provided in (2), below, if the Employer has elected to have Covered Employees' Default

Elective Deferrals increase each Plan Year by a designated percentage, the same percentage of compensation will be withheld as a Default Elective Deferral from all Covered Employees subject to the Default Rate.

- (2) Default Elective Deferrals will be reduced or stopped to meet the limitations under Section 457(b) of the Code, and to satisfy any suspension period required after a hardship distribution from another plan maintained by the Employer.

(e) **Notice Requirement**

- (1) At least thirty (30) days, but not more than ninety (90) days, before the beginning of the Plan Year, the Employer will provide each Covered Employee a comprehensive notice of the Covered Employee's rights and obligations under the EACA, written in a manner calculated to be understood by the average Covered Employee. If an employee becomes a Covered Employee after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than ninety (90) days before the employee becomes a Covered Employee but no later than the date the employee becomes a Covered Employee.
- (2) The notice must accurately describe:
  - (i) the amount of Default Elective Deferrals that will be made on the Covered Employee's behalf in the absence of an affirmative election;
  - (ii) the Covered Employee's right to elect to have no Deferred Compensation deferred on his or her behalf or to have a different amount of Deferred Compensation deferred;
  - (iii) how Default Elective Deferrals will be invested in the absence of the Covered Employee's investment instructions; and
  - (iv) the Covered Employee's right to make a withdrawal of Default Elective Deferrals and procedures for making such a withdrawal.

(f) **Withdrawal of Default Elective Deferrals**

- (1) No later than ninety (90) days after Default Elective Deferrals are first withheld from a Covered Employee's pay, the Covered Employee may request a distribution of his or her Default Elective Deferrals. No spousal consent is required for withdrawal under this provision.
- (2) The amount distributed from the Plan upon the Covered Employee's request is equal to the amount of Default Elective Deferrals made through the earlier of (a) the pay date for the second payroll period that begins after the Covered Employee's withdrawal request and (b) the first pay date that occurs after thirty (30) days following the Covered Employee's request, plus attributable earnings through the date of distribution. Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.
- (3) Unless the Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Deferred Compensation deferred on the Covered Employee's behalf as of the date specified in Section 4.03(f)(2) above.

- (4) Default Elective Deferrals distributed pursuant to this Section 4.03(f) are not counted towards the dollar limitation on Deferred Compensation contained in Section 457(b) of the Code. Matching contributions that might otherwise be allocated to a Covered Employee's account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Deferred Compensation pursuant to this Section 4.03(f) and any matching contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Section 4.03(f) will be forfeited.

**4.04 Vesting of Employer Contributions.** If a Participant's Joinder Agreement provides for the Employer to credit Deferred Compensation to a Participant's Account in the form of "employer contributions," such credits shall be immediately vested, except as provided in Section 4.03(f)(4).

## Article V. Limitations on Deferrals

**5.01 Normal Limitation.** Except as provided in Section 5.02, the maximum amount of Deferred Compensation for any Participant for any taxable year, shall not exceed the lesser of the Dollar Limitation or the Percentage Limitation.

**5.02 Catch-Up Limitations.**

- (a) **Catch-up Contributions for Participants Age 50 and Over:** A Participant who has attained the age of 50 before the close of the taxable year, and with respect to whom no other elective deferrals may be made to the Plan for the Plan Year by reason of the Normal Limitation of Section 5.01, may enter into a Joinder Agreement to make elective deferrals in addition to those permitted by the Normal Limitation in an amount not to exceed the lesser of:
  - (1) The applicable dollar amount as defined in Section 414(v)(2)(B) of the Code, as adjusted for the cost-of-living in accordance with Section 414(v)(2)(C) of the Code; or
  - (2) The excess (if any) of:
    - (i) The Participant's Includible Compensation for the year, or
    - (ii) Any other elective deferrals of the Participant for such year which are made without regard to this Section 5.02(a).

An additional contribution made pursuant to this Section 5.02(a) shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Section 5.01 above, or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 5.02(a) shall not apply in any year to which a higher limit under Section 5.02(b) applies.

- (b) **Last Three Years Catch-up Contribution:** For each of the last three (3) taxable years for a Participant ending the year before the year he or she attains (or will attain) Normal Retirement Age, the maximum amount of Deferred Compensation shall be the lesser of:
  - (1) The 457 Catch-Up Dollar Limitation, or
  - (2) The sum of

- (i) The Normal Limitation for the taxable year, and
- (ii) The Normal Limitation for each prior taxable year of the Participant commencing after 1978 less the amount of the Participant's Deferred Compensation for such prior taxable years. A prior taxable year shall be taken into account under the preceding sentence only if (x) the Participant was eligible to participate in the Plan for such year, and (y) compensation (if any) deferred under the Plan (or such other plan) was subject to the Normal Limitation.

Should the maximum Deferred Compensation under this Section 5.02(b) be lower in any of the three (3) years than the maximum Deferred Compensation under Section 5.02(a), the Participant may instead defer amounts under 5.02(a) if otherwise permitted and no further deferrals under Section 5.02(b) will be permitted.

**5.03 Sick, Vacation and Back Pay.** If the Employer so elects, a Participant may defer all or a portion of the value of the Participant's accumulated sick pay, accumulated vacation pay and/or back pay, provided that such deferral does not cause total deferrals on behalf of the Participant to exceed the Dollar Limitation or Percentage Limitation (including any catch-up dollar limitation) for the year of deferral. The election to defer such sick, vacation and/or back pay must be made in a manner and at a time permitted under Section 1.457-4(d) of the Income Tax Regulations.

For Plan Years beginning before January 1, 2009, pursuant to proposed IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid within 2½ months following severance from employment and the other requirements of Sections 457(b) and 415 of the Code are met. For Plan Years beginning on or after January 1, 2009, pursuant to final IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid by the later of: (i) 2½ months following severance from employment, and (ii) the end of the calendar year that includes the date of such severance from employment, and the other requirements of Sections 457(b) and 415 of the Code are met. Additionally, the agreement to defer such amounts must be entered into prior to the first day of the month in which the amounts otherwise would be paid or made available.

**5.04 Other Plans.** Notwithstanding any provision of the Plan to the contrary, the amount excludible from a Participant's gross income under this Plan or any other eligible deferred compensation plan under Section 457(b) of the Code shall not exceed the limits set forth in Sections 457(b) and 414(v) of the Code.

**5.05 Excess Deferrals.** Any amount that exceeds the maximum Dollar Limitation or Percentage Limitation (including any applicable catch-up dollar limitation) for a taxable year, shall constitute an excess deferral for that taxable year. Any excess deferral shall be distributed to the Participant in accordance with the requirements for excess deferrals under the Code and Section 1.457-4(e) of the Income Tax Regulations or other applicable Internal Revenue Service guidance.

**5.06 Protection of Person Who Serves in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on leave of absence for qualified military service under Section 414(u) of the Code may elect to contribute additional Deferred Compensation upon resumption of employment with the Employer equal to the maximum Deferred Compensation that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Includible Compensation) without the interruption or leave, reduced by Deferred Compensation, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five (5) years following the resumption of employment (or, if sooner, for a period equal to three (3) times the period of the interruption or leave).

- 5.07 **Benefit Accruals with Respect to Qualified Military Service.** Notwithstanding any provision of the Plan to the contrary, if the Employer so elects, Participants who die or become Disabled while performing qualified military service (as defined in Code Section 414(u)) with respect to the Employer shall receive Plan contributions as permitted under Code Section 414(u)(9).
- 5.08 **Benefit Accruals with Respect to Differential Wage Payments.** Unless otherwise elected by the Employer, Plan contributions shall be made based on differential wage payments (as such term is defined in Section 3401(h)(2) of the Code).

## Article VI. Trust and Investment of Accounts

- 6.01 **Investment of Deferred Compensation.** A Trust described in Section 457(g) of the Code is hereby created to hold all the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that expenses and taxes may be paid from the Trust as provided in Section 6.03. The trustee shall be the Employer or such other person that agrees with the consent of the Employer to act in that capacity hereunder.
- 6.02 **Investment Powers.** The trustee shall have the powers listed in this Section with respect to investment of Trust assets, except to the extent that the investment of Trust assets is directed by Participants, pursuant to Section 6.05 or to the extent that such powers are restricted by applicable law.
- (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, loans, notes, debentures, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
  - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to Employee plans described under Sections 457 or 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plans, the declaration of trust of such commonly collective, or commingled, trust fund shall constitute a part of this Plan.
  - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other 457 plan or trust qualified under Section 401(a) of the Code or any other plan described in Section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Administrator, or such custodian as the Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.
  - (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.

- (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
- (f) Upon such terms as may be deemed advisable by the Employer or the Administrator, as the case may be, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plans to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

The trustee may authorize the Administrator to exercise these powers as an agent for the trustee, subject to the oversight of the trustee.

**6.03 Taxes and Expenses.** All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon the Plan, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Administrator, as may be agreed upon from time to time by the Employer and the Administrator, and reimbursement for reasonable expenses incurred by the Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust.

**6.04 Payment of Benefits.** The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. The Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

**6.05 Investment Funds.** In accordance with uniform and nondiscriminatory rules established by the Employer and the Administrator, the Participant may direct his or her Accounts to be invested in one (1) or more investment funds available under the Plan (including a fund or investment that consists of or is available through an open brokerage window); provided, however, that the Participant's investment directions shall

not violate any investment restrictions established by the Employer. Neither the Employer, the Administrator, nor any other person shall be liable for any losses incurred by virtue of following such directions or with any reasonable administrative delay in implementing such directions.

**6.06 Valuation of Accounts.** As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances as of that Accounting Date. For purposes of this Article, all Account balances include the Account balances of all Participants and Beneficiaries.

**6.07 Participant Loan Accounts.** Participant loan accounts shall be invested in accordance with Section 8.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Sections 6.05 and 6.06.

**6.08 Crediting of Accounts.** The Participant's Account shall reflect the amount and value of the investments or other property obtained by the Employer through the investment of the Participant's Deferred Compensation pursuant to Sections 6.05 and 6.06. It is anticipated that the Employer's investments with respect to a Participant will conform to the investment preference specified in the Participant's Joinder Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation. Each Participant shall receive periodic reports, not less frequently than annually, showing the then current value of his or her Account.

**6.09 Post-Severance Transfers Among Eligible Deferred Compensation Plans.**

(a) *Incoming Transfers:* A transfer may be accepted from an eligible deferred compensation plan maintained by another employer and credited to a Participant's or Beneficiary's Account under the Plan if:

- (1) In the case of a transfer for a Participant, the Participant has had a Severance Event with that employer and become an Employee of the Employer;
- (2) The other employer's plan provides that such transfer will be made; and
- (3) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer in accordance with Section 457(e)(10) of the Code, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. The Employer may refuse to accept a transfer in the form of assets other than cash, unless the Employer and the Administrator agree to hold such other assets under the Plan.

(b) *Outgoing Transfers:* An amount may be transferred to an eligible deferred compensation plan maintained by another employer, and charged to a Participant's or Beneficiary's Account under this Plan, if:

- (1) In the case of a transfer for a Participant, the Participant has a Severance Event with the Employer and becomes an employee of the other employer;
- (2) The other employer's plan provides that such transfer will be accepted;

- (3) The Participant or Beneficiary and the employers have signed such agreements as are necessary to assure that the Employer's liability to pay benefits to the Participant has been discharged and assumed by the other employer; and
- (4) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the other plan as it deems necessary to effectuate the transfer, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. Such transfers shall be made only under such circumstances as are permitted under Section 457 of the Code and the regulations thereunder.

#### 6.10 Transfers Among Eligible Deferred Compensation Plans of the Employer.

- (a) *Incoming Transfers.* A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
  - (1) The Employer's other plan provides that such transfer will be made;
  - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
  - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Plan unless the Participant or Beneficiary is performing services for the Employer.
- (b) *Outgoing Transfers.* An amount may be transferred to another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
  - (1) The Employer's other plan provides that such transfer will be accepted;
  - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
  - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Employer's other eligible deferred compensation plan unless the Participant or Beneficiary is performing services for the Employer.

#### 6.11 Eligible Rollover Distributions.

- (a) *Incoming Rollovers:* An eligible rollover distribution may be accepted from an eligible retirement plan and credited to a Participant's Account under the Plan. The Employer may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code. The Plan shall separately account (in one (1) or more separate accounts) for eligible rollover distributions from any eligible retirement plan.

(b) *Outgoing Rollovers:* Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(c) *Definitions:*

(1) **Eligible Rollover Distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's named beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Sections 401(a)(9) and 457(d)(2) of the Code; and any distribution made as a result of an unforeseeable emergency of the employee. Subject to Section 9.04 (related to rollovers of Roth amounts), for purposes of distributions from other eligible retirement plans rolled over into this Plan, the term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), such as after-tax contributions.

(2) **Eligible Retirement Plan:** An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Sections 403(a) or 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible governmental employer described in Section 457(e)(1)(A) of the Code, that accepts the distributee's eligible rollover distribution. Effective for distributions after December 31, 2007, a Participant may elect to have any portion of an Eligible Rollover Distribution paid directly to a Roth IRA described in Section 408A of the Code. Such a direct payment, as a qualified rollover distribution described in Section 408A(e)(1) of the Code, would be taxable to the Participant to the extent required by Section 408A(d)(3) of the Code.

(3) **Distributee:** A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. For distributions after December 31, 2006 (unless the Employer elected a different effective date in a prior plan document, a distributee includes the Employee's or former Employee's nonspouse designated Beneficiary, in which case, the distribution can only be transferred to a traditional or Roth IRA established on behalf of the nonspouse designated Beneficiary, in the Participant's name, for the purpose of receiving the distribution.

(4) **Direct Rollover:** A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

(d) *Rollover by a Non-Spouse Designated Beneficiary*

(1) Unless otherwise elected by the Employer, for distributions in Plan Years beginning after December 31, 2006 but on or before December 31, 2009, a non-spouse Beneficiary who qualifies as a

“designated beneficiary” under Code Section 401(a)(9)(E) may establish an individual retirement plan that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one (1) or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.

- (2) Notwithstanding subsection (1), for distributions in Plan Years beginning after December 31, 2009, a non-spouse Beneficiary who qualifies as a “designated beneficiary” under Code Section 401(a)(9)(E) may establish an individual retirement plan that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one (1) or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.
- (3) Notwithstanding anything herein to the contrary, a death benefit distribution shall not be eligible for transfer to an inherited IRA to the extent such distribution is a required minimum distribution under Code Section 401(a)(9).
- (4) If the dates noted above are modified by the Employer’s prior plan document, the December 31, 2009 dates in subsections (1) and (2), above, will be modified, as applicable, by the Employer’s prior plan document.

**6.12 Trustee-to-Trustee Transfers to Purchase Permissive Service Credit.** All or a portion of a Participant’s Account may be transferred directly to the trustee of a defined benefit governmental plan (as defined in Section 414(d) of the Code) if such transfer is (a) for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan, or (b) a repayment to which Section 415 of the Code does not apply by reason of subsection (k)(3) thereof, within the meaning of Section 457(e)(17) of the Code.

**6.13 Treatment of Distributions of Amounts Previously Rolled Over From 401(a) and 403(b) Plans and IRAs.** For purposes of Section 72(t) of the Code, a distribution from this Plan shall be treated as a distribution from a qualified retirement plan described in Section 4974(c)(1) of the Code to the extent that such distribution is attributable to an amount transferred to an eligible deferred compensation plan from a qualified retirement plan (as defined in Section 4974(c) of the Code).

**6.14 Employer Liability.** In no event shall the Employer’s liability to pay benefits to a Participant under this Plan exceed the value of the amounts credited to the Participant’s Account; neither the Employer nor the Administrator shall be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

## Article VII. Benefits

**7.01 Retirement Benefits and Election on Severance Event.**

- (a) *General Rule:* Except as otherwise provided in this Article VII, the distribution of a Participant’s Account shall commence as of a Participant’s Automatic Distribution Date, and the distribution of such benefits shall be made in accordance with one of the payment options described in Section 7.02. Notwithstanding the foregoing, but subject to the following paragraphs of this Section 7.01, the Participant may elect following a Severance Event to have the distribution of benefits commence on a fixed determinable date other than that described in the preceding sentence, but not later than April 1 of

the year following the year of the Participant's retirement or attainment of age 70½, whichever is later. The Participant's right to change his or her election with respect to commencement of the distribution of benefits shall not be restrained by this Section 7.01. Notwithstanding the foregoing, the Administrator, in order to ensure the orderly administration of this provision, may establish a deadline after which such election to defer the commencement of distribution of benefits shall not be allowed for those benefits administered by Administrator.

- (b) *Loans*: Notwithstanding the foregoing provisions of this Section 7.01, no election to defer the commencement of benefits after a Severance Event shall operate to defer the distribution of any amount in the Participant's loan account in the event of a default of the Participant's loan.

**7.02 Payment Options.** As provided in Sections 7.01 and 7.04, a Participant may elect to have the value of the Participant's Account distributed in accordance with one of the following payment options, provided that such option is consistent with the limitations set forth in Section 7.03:

- (a) Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his or her Account is exhausted;
- (b) One (1) lump-sum payment;
- (c) Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Participant;
- (d) Annual Payments equal to the minimum distributions required under Section 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G), over the life expectancy of the Participant or over the life expectancies of the Participant and his or her Beneficiary;
- (e) Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer;
- (f) A split distribution under which payments under options (a), (b), (c) or (e) commence or are made at the same time, as elected by the Participant under Section 7.01, provided that all payments commence (or are made) by the latest benefit commencement date permitted under Section 7.01;
- (g) Any other payment option elected by the Participant and agreed to by the Employer and Administrator.

A Participant's selection of a payment option under Subsections (a), (c), or (g) above may include the selection of an automatic annual cost-of living increase. Such increase will be based on the rise in the Consumer Price Index for All Urban Consumers (CPI-U) from the third quarter of the last year in which a cost-of-living increase was provided to the third quarter of the current year. Any increase will be made in periodic payment checks beginning the following January.

**7.03 Limitation on Options.** A Participant may not select a payment option under subsections 7.02(a) or (c) if the amount of any such periodic payment is less than \$100. No payment option may be selected by a Participant under Sections 7.02 or 7.04 unless it satisfies the requirements of Sections 401(a)(9) and 457(d)(2) of the Code, including the requirement that payments commencing before the death of the Participant shall satisfy the incidental death benefit requirements under Section 401(a)(9)(G) of the Code.

**7.04 Minimum Required Distributions.** Notwithstanding any provision of the Plan to the contrary, the Plan shall comply with the minimum required distribution rules set forth in Sections 457(d)(2) and 401(a)(9) of the

Code, including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code.

- (a) *Application of Minimum Distribution Requirements:* The minimum distribution requirements of Section 401(a)(9) of the Code shall only apply to the Plan to the extent that such requirements are applicable by law for a year. Pursuant to the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), required minimum distributions were suspended for 2009.
- (b) *Special Rule for Scheduled Installment Payments:* All installment payments scheduled to be distributed to a Participant prior to the effective date of a suspension of the required minimum distribution provisions of Code Section 401(a)(9) shall be distributed as scheduled unless the Participant affirmatively elects to have the payments stopped. Notwithstanding the foregoing, for purposes of this Section 7.04(b), the effective date of the suspension of the required minimum distribution provisions for 2009 shall be deemed January 6, 2009.

#### 7.05 Time and Manner of Distribution.

- (a) *Automatic Distribution Date.* The Automatic Distribution Date is April 1 of the year that follows the later of (1) the calendar year the Participant attains age 70½ or (2) retires due to a Severance Event. If the Participant postpones the required distribution due in the calendar year he or she attains age 70½ or severs employment, to the Automatic Distribution Date, the second required minimum distribution must be taken by the end of that year. The Participant's Account will be distributed, or begin to be distributed to the Participant no later than the Participant's Automatic Distribution Date.
- (b) *Death of Participant Before Distributions Begin.* Except as otherwise permitted by Section 401(a)(9) of the Code, if the Participant dies before distributions begin, the Participant's Account will be distributed, or begin to be distributed, no later than as follows:
  - (1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
  - (2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
  - (3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's Account will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
  - (4) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subparagraph 7.05(b), other than subsection 7.05(b)(1), will apply as if the surviving spouse were the Participant.

Distributions are considered to begin on the Participant's Automatic Distribution Date for purposes of this Section 7.05 and Section 7.07, unless Section 7.05(b)(4) applies. If Section 7.05(b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 7.05(b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Automatic Distribution Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 7.05(b)(1)), the date distributions are considered to begin is the date distributions actually

commence.

- (c) *Death of Participant On or After Distributions Begin.* Except as otherwise permitted by Section 401(a)(9) of the Code, if the Participant dies on or after distributions begin and before depleting his or her Account, distributions must commence to the Designated Beneficiary by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (d) *Forms of Distribution.* Unless the Participant's Account is distributed in the form of an annuity purchased from an insurance company or in a single-sum on or before the Automatic Distribution Date, as of the first Distribution Calendar Year, distributions will be made in accordance with Sections 7.06 and 7.07. If the Participant's Account is distributed in the form of an annuity contract purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Income Tax Regulations.

#### 7.06 Required Minimum Distributions During Participant's Lifetime.

- (a) *Amount of Required Minimum Distribution for Each Distribution Calendar Year.* During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:
  - (1) the quotient obtained by dividing the Participant's Account Balance by the distribution period set forth in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2, of the Income Tax Regulations using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or
  - (2) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3, of the Income Tax Regulations using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.
- (b) *Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.* Required minimum distributions will be determined under this Section 7.06 beginning with the first Distribution Calendar Year and continuing up to, and including, the Distribution Calendar Year that includes the Participant's date of death.

#### 7.07 Required Minimum Distributions After Participant's Death.

- (a) *Death On or After Date Distributions Begin.*
  - (1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:
    - (i) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
    - (ii) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years

after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) *Death Before Date Distributions Begin.*

(1) Participant Survived by Designated Beneficiary. Except as permitted by Section 401(a)(9) of the Code, if the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Section 7.07(a).

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire Account will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 7.05(b)(1), this Section 7.07(b) will apply as if the surviving spouse were the Participant.

**7.08 Definitions.**

(a) *Designated Beneficiary*. The individual who is a designated by the Participant (or the Participant's surviving spouse) as the Beneficiary of the Participant's interest under the Plan and who is the Designated Beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-4 of the Income Tax Regulations.

(b) *Distribution Calendar Year*. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Automatic Distribution Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Sections 7.05(b) and (c). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Automatic Distribution Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Automatic Distribution Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

- (c) *Life Expectancy.* Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1, of the Income Tax Regulations.
- (d) *Participant's Account Balance.* The Account Balance as of the last Accounting Date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contribution made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the Accounting Date and decreased by distributions made in the valuation calendar year after the Accounting Date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

#### 7.09 Unforeseeable Emergencies.

- (a) In the event an unforeseeable emergency occurs, a Participant, or a Beneficiary with a current unconditional right to all or a portion of the Participant's account balance under the Plan following the death of the Participant, may, unless otherwise elected by the Employer, apply to the Employer (or the Administrator, acting on behalf of the Employer) to receive that part of the value of his or her Account that is reasonably needed to satisfy the emergency need. If such an application is approved by the Employer (or the Administrator, acting on behalf of the Employer), the Participant or Beneficiary shall be paid only such amount as the Employer or Administrator deems necessary to meet the emergency need, but payment shall not be made to the extent that the financial hardship may be relieved through cessation of deferral under the Plan, insurance or other reimbursement, or liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship.
- (b) An unforeseeable emergency shall be deemed to involve only circumstances of severe financial hardship of a Participant or Beneficiary resulting from an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or the Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. The need to pay for the funeral expenses of a spouse or a dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code) may also constitute an unforeseeable emergency. In addition, loss of property due to theft, legal bills involving criminal charges, and lost or reduced wages of the Participant's or Beneficiary's household may constitute an unforeseeable emergency if extraordinary, unforeseeable, and arising as a result of events beyond the control of the Participant or Beneficiary and otherwise meeting the conditions described in Section 7.09(a). Except as otherwise specifically provided in this Section 7.09(b), the purchase of a home and the payment of college tuition are not unforeseeable emergencies.
- (c) Unless otherwise elected by the Employer, the determination of any unforeseeable emergency will be expanded to include circumstances of severe financial hardship resulting from an illness or accident of a Primary Beneficiary or other similar extraordinary and unforeseeable circumstances of a Primary Beneficiary that result in a severe financial hardship.

7.10 **In-Service Distribution of Rollover Contributions.** Effective January 1, 2006, the Employer may elect to allow Participants to receive an in-service distribution of amounts attributable to rollover contributions to the Plan. If the Employer has elected to make such distributions available, a Participant that has a separate account attributable to rollover contributions to the Plan may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

7.11 **In-Service Distribution to Participants Age 70½ or Older.** Unless otherwise elected by the Employer, a Participant who has reached age 70½ and has not yet had a Severance Event, may, at any time, request a distribution of all or a part of his or her Account.

7.12 **Distribution of De Minimis Accounts.** Notwithstanding the foregoing provisions of this Article VII:

(a) *Mandatory Distribution:* If the value of a Participant's Account is less than \$1,000, the Participant's Account shall be paid to the Participant in a single lump sum distribution, provided that:

- (1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and
- (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.12.

Notwithstanding any other provisions of the Plan to the contrary, if the amount of a Beneficiary's Account following notification of a Participant's death is less than \$1,000, the Beneficiary's Account may be paid to the Beneficiary in a single lump sum distribution.

(b) *Voluntary Distribution:* If the value of the Participant's Account is at least \$1,000 but not more than the dollar limit under Section 411(a)(11)(A) of the Code, the Participant may elect to receive his or her entire Account in a lump sum payment if:

- (1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and
- (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.12.

7.13 **Deemed Severance from Employment.**

(a) Unless otherwise elected by the Employer, effective January 1, 2009, a Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) for more than thirty (30) days.

(b) If a Participant receives a distribution pursuant to Section 7.13(a), then during the six-month period beginning on the date of the distribution the Participant shall not be permitted to defer compensation.

(c) If a Participant receives a distribution which could be attributable to: (i) a deemed severance from employment described in subsection (a); or (ii) another distribution event under the Plan, then the distribution shall be considered made pursuant to the distribution event referenced in (ii), and the Participant shall not be subject to the limitation on elective deferrals or Voluntary Employee

Contributions set forth in subsection (b).

**7.14 Distributions for Health and Long-Term Care Insurance for Public Safety Officers.**

- (a) If elected by the Employer, for Plan Years beginning after December 31, 2006, Eligible Retired Public Safety Officers may elect after separation from service to have up to \$3,000 distributed tax-free annually from the Plan in order to pay for Qualified Health Insurance Premiums for an accident or health plan (including a self-insured plan) or a qualified long-term care insurance contract. The Plan shall make such distributions directly to the provider of the accident or health plan or qualified long-term care insurance contract.
- (b) The term "Eligible Retired Public Safety Officer" means an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer who maintains the eligible retirement plan from which distributions pursuant to this Section are made. The term "Public Safety Officer" has the same meaning given such term by Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968.
- (c) The term "Qualified Health Insurance Premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code Section 7702B).

**7.15 EESA Provisions.** The provisions relating to qualified disaster recovery assistance distributions for Participants affected by certain 2008 severe storms, flooding, and tornadoes and repayment thereof, and relating to repayment of prior qualified distributions for home purchases, set forth in Section 702 of the Emergency Economic Stabilization Act of 2008 ("EESA") shall apply to the Plan.

**7.16 KETRA and GOZA Provisions.** The provisions relating to qualified hurricane distributions and repayment thereof set forth in Section 1400Q(a) of the Code, and relating to repayment of prior qualified distributions for home purchases set forth in Code Section 1400Q(b), shall apply to the Plan. These provisions added to the Code by the Katrina Emergency Tax Relief Act of 2005 ("KETRA") and the Gulf Opportunity Zone Act of 2005 (GOZA), permit plans to allow repayments of certain prior qualified distributions for home purchases for Participants affected by Hurricanes Katrina, Rita, and Wilma.

## **Article VIII. Loans to Participants**

**8.01 Availability of Loans to Participants.**

- (a) If elected by the Employer, loans will be available to Participants in this Plan. A Participant may apply for a loan from the Plan subject to the limitations and other provisions of this Article.
- (b) The Employer shall establish written guidelines governing the granting of loans, provided that such guidelines are approved by the Administrator and are not inconsistent with the provisions of this Article, and that loans are made available to all applicable Participants on a reasonably equivalent basis.

**8.02 Terms and Conditions of Loans to Participants.** Any loan by the Plan to a Participant under Section 8.01 of the Plan shall satisfy the following requirements:

- (a) *Availability.* Loans shall be made available to all Participants who are active employees on a reasonably

equivalent basis. Loans shall not be made available to terminated Employees, Beneficiaries, or alternate payees.

- (b) *Interest Rate.* Loans must be adequately secured and bear a reasonable interest rate.
- (c) *Loan Limit.* No Participant loan shall exceed the present value of the Participant's Account.
- (d) *Foreclosure.* In the event of default on any installment payment, the outstanding balance of the loan shall be a deemed distribution. In such event, an actual distribution of a plan loan offset amount will not occur until a distributable event occurs in the Plan.
- (e) *Reduction of Account.* Notwithstanding any other provision of this Plan, the portion of the Participant's Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.
- (f) *Amount of Loan.* At the time the loan is made, the principal amount of the loan plus the outstanding balance (principal plus accrued interest) due on any other outstanding loans to the Participant from the Plan and from all other plans of the Employer that are either eligible deferred compensation plans described in Section 457(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code shall not exceed the lesser of:
  - (1) \$50,000, reduced by the excess (if any) of
    - (i) The highest outstanding balance of loans from the Plan during the one (1) year period ending on the day before the date on which the loan is made; over
    - (ii) The outstanding balance of loans from the Plan on the date on which such loan is made; or
  - (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

For the purpose of the above limitation, all loans from all qualified employer plans of the Employer under Code Section 72(p)(4) are aggregated.

- (g) *Application for Loan.* The Participant must give the Employer adequate written notice, as determined by the Employer, of the amount and desired time for receiving a loan. No more than one (1) loan may be made by the Plan to a Participant in any twelve-month period, unless a different period is elected by the Employer. No loan shall be approved if an existing loan from the Plan to the Participant is in default to any extent.
- (h) *Length of Loan.* Any loan issued shall require the Participant to repay the loan in substantially equal installments of principal and interest, at least monthly, over a period that does not exceed five (5) years from the date of the loan; provided, however, that if the proceeds of the loan are applied by the Participant to acquire any dwelling unit that is to be used within a reasonable time (determined at the time of the loan is made) after the loan is made as the principal residence of the Participant, the five (5) year limit shall not apply. In this event, the period of repayment shall not exceed a reasonable period determined by the Employer. Principal installments and interest payments otherwise due may be suspended for up to one (1) year during an authorized leave of absence, if the promissory note so provides, but not beyond the original term permitted under this subsection (h), with a revised payment schedule (within such term) instituted at the end of such period of suspension.

- (i) *Prepayment.* The Participant shall be permitted to repay the loan in whole or in part at any time prior to maturity, without penalty.
- (j) *Promissory Note.* The loan shall be evidenced by a promissory note executed by the Participant and delivered to the Employer, and shall bear interest at a reasonable rate determined by the Employer.
- (k) *Security.* The loan shall be secured by an assignment of the participant's right, title and interest in and to his or her Account.
- (l) *Assignment or Pledge.* For the purposes of paragraphs (f) and (g), assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan.
- (m) *Other Terms and Conditions.* The Employer shall fix such other terms and conditions of the loan as it deems necessary to comply with legal requirements, to maintain the eligibility of the Plan and Trust under Section 457 of the Code, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant. The Employer, in its discretion for any reason, may also fix other terms and conditions of the loan, not inconsistent with the provisions of this Article, including:
  - (1) the circumstances under which a loan becomes immediately due and payable, provided, however, with respect loans issued after December 31, 2012, that the loan program shall not provide that a loan becomes due and payable solely because the Participant requests or receives a partial distribution of the Participant's account balance after termination of employment;
  - (2) rules relating to reamortization of loans; and
  - (3) rules relating to refinance of loans.

### 8.03 Participant Loan Accounts.

- (a) Upon approval of a loan to a Participant by the Employer, an amount not in excess of the loan shall be transferred from the Participant's other investment fund(s), described in Section 6.05 of the Plan, to the Participant's loan account as of the Accounting Date immediately preceding the agreed upon date on which the loan is to be made.
- (b) The assets of a Participant's loan account may be invested and reinvested only in promissory notes received by the Plan from the Participant as consideration for a loan permitted by Section 8.01 of the Plan or in cash. Uninvested cash balances in a Participant's loan account shall not bear interest. Neither the Employer, the Administrator, nor any other person shall be liable for any loss, or by reason of any breach, that results from the Participant's exercise of such control.
- (c) Repayment of principal and payment of interest shall be made by payroll deduction or, Automated Clearing House (ACH) transfer, or with respect to a terminated Employee solely by ACH, and shall be invested in one (1) or more other investment funds, in accordance with Section 6.05 of the Plan, as of the next Accounting Date after payment thereof to the Trust. The amount so invested shall be deducted from the Participant's loan account. A payment intended to be a prepayment or payment of the loan in full may also be made by cashier's check or money order, and shall be invested in accordance with this provision.
- (d) The Employer shall have the authority to establish other reasonable rules, not inconsistent with the

provisions of the Plan, governing the establishment and maintenance of Participant loan accounts.

## Article IX. Roth Provisions

This Article IX has no effect unless and until the Employer affirmatively elects to offer Designated Roth Accounts.

**9.01 Definitions.** The following definitions shall apply for purposes of this Article IX.

- (a) *Designated Roth Account.* A bookkeeping account established and maintained to record the Participant's Roth Elective Deferrals, In-Plan Roth Conversions, rollovers from designated Roth account under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Designated Roth Account.
- (b) *In-Plan Roth Conversion.* (1) A distribution from a Participant's Pre-Tax Account that is rolled over to the Participant's Designated Roth Account under the Plan, as described in Code Section 402A(c)(4)(B); or (2) A transfer from an amount in the Participant's Pre-Tax Account not otherwise distributable from the Plan to the Participant's Designated Roth Account under the Plan, as described in Code Section 402A(c)(4)(E), to the extent permitted by Section 9.05(e).
- (c) *Pre-Tax Account.* A bookkeeping account established and maintained to record the portion of the Participant's Account attributable to amounts other than Roth Elective Deferrals, In-Plan Roth Conversions, rollovers from designated Roth accounts under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Pre-Tax Account.
- (d) *Qualified Roth Contribution Program.* A program described in paragraph (1) of Code Section 402A(b), under which a Participant may make Roth Elective Deferrals in lieu of all or a portion of the elective deferrals the Participant is otherwise eligible to make under the Plan.
- (e) *Roth Elective Deferrals.* Deferred Includible Compensation contributed pursuant to Section 9.02 by a Participant, which amounts are:
  - (1) designated irrevocably by the Participant at the time of the deferral election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax deferrals the Participant is otherwise eligible to make under the Plan; and
  - (2) treated by the Employer as includible in the Participant's income at the time the Participant otherwise would have received that amount as Includible Compensation.

**9.02 Permitted Roth Elective Deferrals**

- (a) If the Employer elects to offer Designated Roth Accounts, as of the effective date of such election, a Participant shall be permitted to make Roth Elective Deferrals from his or her Includible Compensation in such amount or percentage as may be specified in the Joinder Agreement. A Participant's Roth Elective Deferrals will be allocated to a separate Designated Roth Account maintained for such deferrals as defined in Section 9.01(a) above.
- (b) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Deferred Compensation for all purposes under the Plan.

### 9.03 Separate Accounting

- (a) Contributions and withdrawals of Roth Elective Deferrals, In-Plan Roth Conversions and rollovers from a designated Roth account under an eligible retirement plan will be credited and debited to a Participant's Designated Roth Account.
- (b) The Plan will maintain a record of the amount of Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan in each Participant's Designated Roth Account.
- (c) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Designated Roth Account and Pre-Tax Account under the Plan.
- (d) No contributions other than Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan and properly attributable earnings thereon will be credited to each Participant's Designated Roth Account.

### 9.04 Direct Rollovers

- (a) Notwithstanding anything to the contrary in the Plan, a direct rollover of a distribution from a Designated Roth Account under the Plan shall be made only to another designated Roth account under an eligible retirement plan described in Section 402A(e)(1) of the Code or to a Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.
- (b) Notwithstanding anything to the contrary in the Plan, unless otherwise elected by the Employer, the Plan will accept a rollover contribution to a Designated Roth Account only if it is a direct rollover from another designated Roth account under an eligible retirement plan described in Section 402A(e)(1) of the Code, or if the rollover is an In-Plan Roth Conversion defined in Section 10.05.
- (c) Eligible rollover distributions from a Participant's Designated Roth Account are taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.

### 9.05 In-Plan Roth Conversions. Unless otherwise elected by the Employer, as of the effective date of this Article the Plan shall allow for In-Plan Roth Conversions.

- (a) *Tax Treatment.* The amount of an In-Plan Roth Conversion shall be includible in the Participant's gross income, as though it were not part of a qualified rollover contribution.
- (b) *Irrevocability.* Any election made by the Participant pursuant to Section 9.05(a) to do an In-Plan Roth Conversion shall be irrevocable.
- (c) *Treatment of Loans.* Outstanding plan loans shall be excluded from In-Plan Roth Conversions. Notwithstanding anything herein to the contrary, an In-Plan Roth Conversion shall not accelerate or otherwise cause a Participant to default on an outstanding plan loan.
- (d) *Spousal Consent.* Notwithstanding anything herein to the contrary, if the Plan requires spousal consent for a distribution, a married Participant shall not be required to obtain spousal consent in connection

with an election to make an In-Plan Roth Conversion.

- (e) *In-Plan Roth Conversions of Non-Distributable Amounts.* Effective January 1, 2013, a Participant may transfer, as part of an In-Plan Roth Conversion, an amount that is not otherwise distributable from the Participant's Pre-Tax Account to the Participant's Designated Roth Account. Such transfer shall be treated as a distribution which was contributed in a qualified rollover contribution within the meaning of Code Section 408A(e). Any distribution restrictions that were applicable to the amount before the In-Plan Roth Conversion shall apply to such amount (and earnings and losses thereon) in the Participant's Designated Roth Account. If the Participant's Account or a portion of the Account is subject to a vesting schedule, an In-Plan Roth Conversion is available only if the Account or portion of the Account is fully vested. The Participant may not transfer under this Section 9.05(e) any portion of the Account that is partially vested.

**9.06 Availability of Loans from Designated Roth Accounts.** A Participant's Designated Roth Account balance can be included to determine a Participant loan amount under Article VIII. However, unless the Employer elects otherwise, Designated Roth Accounts will not be available as a source for loans under the Plan.

## Article X. Non-Assignability

**10.01 General.** Except as provided in Article VIII and Section 10.02, no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights are expressly declared to be non-assignable and non-transferable.

**10.02 Domestic Relations Orders.**

- (a) *Allowance of Transfers:* To the extent required under a final judgment, decree, or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments, or marital property rights and (2) is made pursuant to a state domestic relations law, and (3) is permitted under Sections 414(p)(11) and (12) of the Code, any portion of a Participant's Account may be paid or set aside for payment to a spouse, former spouse, child, or other dependent of the Participant (an "Alternate Payee"). Where necessary to carry out the terms of such an order, a separate Account shall be established with respect to the Alternate Payee who shall be entitled to make investment selections with respect thereto in the same manner as the Participant. Any amount so set aside for an Alternate Payee shall be paid in accordance with the form and timing of payment specified in the order. Nothing in this Section shall be construed to authorize any amount to be distributed under the Plan at a time or in a form that is not permitted under Section 457(b) of the Code and is explicitly permitted under the uniform procedures described in Section 10.02(d) below. Notwithstanding the foregoing sentence, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State, then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Any payment made to a person pursuant to this Section shall be reduced by any required income tax withholding. An Account maintained by the Alternate Payee shall otherwise be treated as if it were a Participant Account.

- (b) *Release from Liability to Participant:* The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to an Alternate Payee to paragraph (a) of this Section and the Participant and his or her Beneficiaries shall be deemed to have released the Employer and the Plan Administrator from any claim with respect to such amounts.
- (c) *Participation in Legal Proceedings:* The Employer and Administrator shall not be obligated to defend against or set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Administrator to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Administrator shall be authorized to disclose information relating to the Participant's Account to the Alternate Payee (including the legal representatives of the Alternate Payee), or to a court.
- (d) *Determination of Validity of Domestic Relations Orders:* The Administrator shall establish uniform procedures for determining the validity of any domestic relations order. The Administrator's determinations under such procedures shall be conclusive and binding on all parties and shall be afforded the maximum amount of deference permitted by law.

**10.03 IRS Levy.** Notwithstanding Section 10.01, the Administrator may pay from a Participant's or Beneficiary's Account balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

**10.04 Mistaken Contribution.** To the extent permitted by applicable law, if any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

**10.05 Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such persons as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

**10.06 Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer or Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guarantee Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within six (6) months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust shall continue to hold the benefits due such person to the extent consistent with applicable law.

## **Article XI. Relationship to Other Plans and Employment Agreements**

This Plan serves in addition to any other retirement, pension, or benefit plan or system presently in existence or hereinafter established for the benefit of the Employer's employees, and participation hereunder shall not affect benefits receivable under any such plan or system. Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement between any Participant and the Employer or to give any Participant the right to be retained in the employ of the Employer. Nor shall anything herein be construed to modify the terms of any employment contract or agreement between a Participant and the Employer.

## **Article XII. Amendment or Termination of Plan**

The Employer may at any time amend this Plan provided that it transmits such amendment in writing to the Administrator at least thirty (30) days prior to the effective date of the amendment. The consent of the Administrator shall not be required in order for such amendment to become effective, but the Administrator shall be under no obligation to continue acting as Administrator hereunder if it disapproves of such amendment.

The Administrator may at any time propose an amendment to the Plan by an instrument in writing transmitted to the Employer. Such amendment shall become effective unless, within the 30-day period beginning on the date the Administrator transmits such amendment, the Employer notifies the Administrator in writing that it disapproves such amendment, in which case such amendment shall not become effective. In the event of such disapproval, the Administrator shall be under no obligation to continue acting as Administrator hereunder.

The Employer may at any time terminate this Plan. In the event of termination, assets of the Plan shall be distributed to Participants and Beneficiaries as soon as administratively practicable following termination of the Plan. Alternatively, assets of the Plan may be transferred to an eligible deferred compensation plan maintained by another eligible governmental employer within the same State if (a) all assets held by the Plan are transferred; (b) the receiving plan provides for the receipt of transfers; (c) the Participants and Beneficiaries whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and (d) the Participants or Beneficiaries whose deferred amounts are being transferred are not eligible for additional annual deferrals in the receiving plan unless the Participants or Beneficiaries are performing services for the employer maintaining the receiving plan. In addition, unless otherwise prohibited by applicable law, with respect to Participants or Beneficiaries who cannot be located or who do not elect otherwise, the assets held in the accounts of such Participants or Beneficiaries may be transferred to an individual retirement plan (as defined in Section 7701(a)(37) of the Code) selected by the Employer.

Except as may be required to maintain the status of the Plan as an eligible deferred compensation plan under Section 457(b) of the Code or to comply with other applicable laws, no amendment or termination of the Plan shall divest any Participant of any rights with respect to compensation deferred before the date of the amendment or termination.

## **Article XIII. Applicable Law**

This Plan and Trust shall be construed under the laws of the state where the Employer is located and is established with the intent that it meet the requirements of an "eligible deferred compensation plan" under Section 457(b) of the Code, as amended. The provisions of this Plan and Trust shall be interpreted wherever possible in conformity with the requirements of that Section of the Code.

In addition, notwithstanding any provision of the Plan to the contrary, the Plan shall be administered in compliance with the requirements of Section 414(u) of the Code.

## Article XIV. Miscellaneous Items

**14.01 Gender and Number.** The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

**14.02 Electronic Communication and Consent.** Unless expressly required otherwise, where this Plan provides that a document, election, notification, direction, signature, or consent will be in writing, such writing may occur through an electronic medium, including but not limited to electronic mail, intranet or internet web posting and online account access, to the fullest extent permitted by applicable law.

### DECLARATION OF TRUST

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by VantageTrust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

- (a) Incorporation of ICMA Declaration by Reference; ICMA By-Laws. Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

1. any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and
2. all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to,

resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.

(b) *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:

1. Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.
2. Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.
3. In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.
4. In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.

(c) *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.

(d) *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY



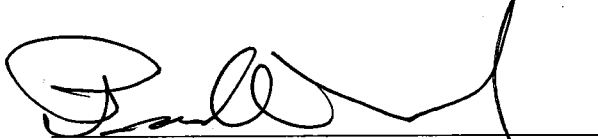
ICMA RETIREMENT CORPORATION  
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240  
800-669-7400  
[WWW.ICMARC.ORG](http://WWW.ICMARC.ORG)  
BRC000-28794-0416

RESOLUTION NO: 18-2306

BE IT RESOLVED, by authority of the Board of Commissioners  
(Name of governing body)  
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)  
is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel,  
(Name)

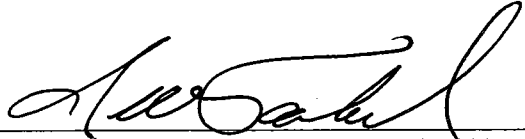
Upper Dublin Township  
(Name of MUNICIPALITY)  
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 9th day of October, 2018.  
(Name of governing body)

DATE: 10/9/2018

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

### A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, 19034  
Municipal Phone Number : 215-643-1600 x3219 Alternative Phone Number : \_\_\_\_\_  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : 8:00 AM to 5:00 PM

### B - Application Description

Location (*intersection*) : Fort Washington Avenue (SR 2022) and Montgomery Avenue

Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : \_\_\_\_\_

Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_

Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : \_\_\_\_\_  
If YES, provide locations of all signalized intersections in system.

N/A

#### Explain the proposed improvements :

Installation of two (2) Side Mounted Rapid Flashing Beacons and ADA Ramps at the Two Way Stop Controlled intersection.

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

### C - Maintenance and Operation Information

#### Maintenance and Operations are typically performed by? :

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township  
Phone # : (215) 643-1600 x3806 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

### D - Attachments Listing

- |                                                                              |                                                     |                                                                          |
|------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input checked="" type="checkbox"/> Location Map    | <input checked="" type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input checked="" type="checkbox"/> Photographs     | <input type="checkbox"/> Turn Lane Analysis                              |
| <input checked="" type="checkbox"/> Traffic Signal Permit                    | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies                        |
| <input type="checkbox"/> Warrant Analysis                                    | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                                   |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                                          |
| <input type="checkbox"/> Traffic Signal Study                                | <input type="checkbox"/> Condition Diagram          |                                                                          |

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

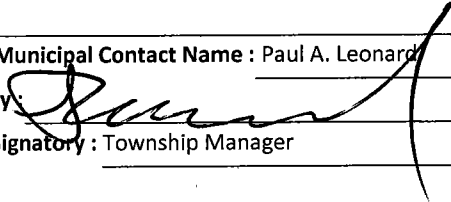
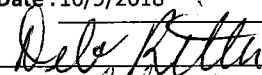
The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard \_\_\_\_\_ Date : 10/9/2018 \_\_\_\_\_

Signed By :  \_\_\_\_\_ Witness or Attest :  \_\_\_\_\_

Title of Signatory : Township Manager \_\_\_\_\_ Title of Witness or Attester : Admin \_\_\_\_\_

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

**KNOCKDOWNS**

**TYPE OF REPAIR PERMITTED**

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

**EQUIPMENT FAILURE**

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

# Application Instructions



## A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

## B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

## C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

## D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

## E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO: 18-2307

BE IT RESOLVED, by authority of the Board of Commissioners  
(Name of governing body)

of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)


is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

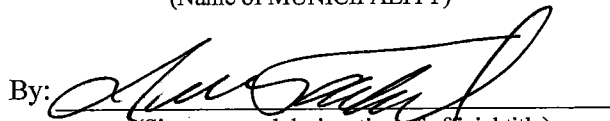
of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township  
(Name of MUNICIPALITY)

  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel,  
(Name)


By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 9th day of October, 2018.  
(Name of governing body)

DATE: 10/9/2018

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

Please Type or Print all information in Blue or Black Ink

## A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
 Municipal Name : Upper Dublin Township  
 Municipal Address : 801 Loch Alsh Avenue, Fort Washington, 19034  
 Municipal Phone Number : 215-643-1600 x3219 Alternative Phone Number : \_\_\_\_\_  
 E-mail Address : pleonard@upperdublin.net  
 Municipal Hours of Operation : 8:00 AM to 5:00 PM

## B - Application Description

Location (*intersection*) : Fort Washington Avenue (SR 2022) and Prospect Avenue

Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : \_\_\_\_\_

Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_

Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : \_\_\_\_\_  
 If YES, provide locations of all signalized intersections in system.

N/A

### Explain the proposed improvements :

Installation of two (2) Side Mounted Rapid Flashing Beacons and ADA Ramps at the Two Way Stop Controlled intersection.

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

## C - Maintenance and Operation Information

### Maintenance and Operations are typically performed by? :

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township

Phone # : (215) 643-1600 x3806 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

## D - Attachments Listing

- |                                                                              |                                                     |                                                                          |
|------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input checked="" type="checkbox"/> Location Map    | <input checked="" type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input checked="" type="checkbox"/> Photographs     | <input type="checkbox"/> Turn Lane Analysis                              |
| <input checked="" type="checkbox"/> Traffic Signal Permit                    | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies                        |
| <input type="checkbox"/> Warrant Analysis                                    | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                                   |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                                          |
| <input type="checkbox"/> Traffic Signal Study                                | <input type="checkbox"/> Condition Diagram          |                                                                          |

# Application for Traffic Signal Approval



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

Please Type or Print all information in Blue or Black Ink

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard Date : 10/9/2018  
 Signed By : [Signature] Witness or Attest : [Signature]  
 Title of Signatory : Township Manager Title of Witness or Attester : Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

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Detector sensor	
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- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
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Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

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**Exhibit "C":  
Signal Maintenance Organization**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
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 Initial Submission Date : \_\_\_\_\_

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**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

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**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

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Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

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**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

**RESOLUTION NO: 18-2308**

**BE IT RESOLVED**, by authority of the Board of Commissioners  
(Name of governing body)  
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)  
is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

**ATTEST:**

Paul A. Leonard  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel,  
(Name)

Upper Dublin Township  
(Name of MUNICIPALITY)  
By: Ira S. Tackel  
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 9th day of October, 2018.  
(Name of governing body)

**DATE:**

10/9/2018

Ira S. Tackel  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

Please Type or Print all information in Blue or Black Ink

## A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
 Municipal Name : Upper Dublin Township  
 Municipal Address : 801 Loch Alsh Avenue, Fort Washington, 19034  
 Municipal Phone Number : 215-643-1600 x3219 Alternative Phone Number : \_\_\_\_\_  
 E-mail Address : pleonard@upperdublin.net  
 Municipal Hours of Operation : 8:00 AM to 5:00 PM

## B - Application Description

Location (intersection) : Summit Avenue and Montgomery Avenue

Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : \_\_\_\_\_

Type of Device (select one)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_

Is Traffic Signal part of a system? :  YES  NO System Number (if applicable) : \_\_\_\_\_

If YES, provide locations of all signalized intersections in system.

N/A

Explain the proposed improvements :

Installation of two (2) Side Mounted Rapid Flashing Beacons and ADA Ramps at the Two Way Stop Controlled intersection.

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

## C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township

Phone # : (215) 643-1600 x3806 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

## D - Attachments Listing

- |                                                                     |                                                     |                                                                          |
|---------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution (required) | <input checked="" type="checkbox"/> Location Map    | <input checked="" type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment             | <input checked="" type="checkbox"/> Photographs     | <input type="checkbox"/> Turn Lane Analysis                              |
| <input checked="" type="checkbox"/> Traffic Signal Permit           | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies                        |
| <input type="checkbox"/> Warrant Analysis                           | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                                   |
| <input type="checkbox"/> Crash Analysis                             | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                                          |
| <input type="checkbox"/> Traffic Signal Study                       | <input type="checkbox"/> Condition Diagram          |                                                                          |

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : <u>Paul A. Leonard</u>	Date : <u>10/19/2018</u>
Signed By : <u>[Signature]</u>	Witness or Attest : <u>Deb Ritter</u>
Title of Signatory : <u>Township Manager</u>	Title of Witness or Attester : <u>Admin</u>

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

<u>KNOCKDOWNS</u>	<u>TYPE OF REPAIR PERMITTED</u>
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only
 <b><u>EQUIPMENT FAILURE</u></b>	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**
 County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_
**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO: 18-2309

**BE IT RESOLVED**, by authority of the Board of Commissioners  
(Name of governing body)  
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

**ATTEST:**

Paul A. Leonard, Secretary  
(Signature and designation of official title)  
I, Ira S. Tackel,  
(Name)

Upper Dublin Township  
(Name of MUNICIPALITY)  
By: Ira S. Tackel, President  
(Signature and designation of official title)  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 9th day of October, 2018.  
(Name of governing body)

**DATE:** 10/9/2018

Ira S. Tackel, President  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

### A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, 19034  
Municipal Phone Number : 215-643-1600 x3219 Alternative Phone Number : \_\_\_\_\_  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : 8:00 AM to 5:00 PM

### B - Application Description

Location (*intersection*) : Summit Avenue and Prospect Avenue  
Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : \_\_\_\_\_  
Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_  
Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : \_\_\_\_\_  
If YES, provide locations of all signalized intersections in system.

N/A

Explain the proposed improvements :  
Installation of two (2) Side Mounted Rapid Flashing Beacons at the Two Way Stop Controlled intersection.

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

### C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :  
 Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_  
Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township  
Phone # : (215) 643-1600 x3806 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

### D - Attachments Listing

- |                                                                              |                                                     |                                                                          |
|------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input checked="" type="checkbox"/> Location Map    | <input checked="" type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input checked="" type="checkbox"/> Photographs     | <input type="checkbox"/> Turn Lane Analysis                              |
| <input checked="" type="checkbox"/> Traffic Signal Permit                    | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies                        |
| <input type="checkbox"/> Warrant Analysis                                    | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                                   |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                                          |
| <input type="checkbox"/> Traffic Signal Study                                | <input type="checkbox"/> Condition Diagram          |                                                                          |

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

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The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

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The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard

Date : 10/9/2018

Signed By : [Signature]

Witness or Attest : Deb Ritter

Title of Signatory : Township Manager

Title of Witness or Attester : Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

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Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

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**Response Maintenance Schedule**

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Support - Strain pole	Emergency or Final
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Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only
 <b><u>EQUIPMENT FAILURE</u></b>	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**
 County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_
**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

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**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

**RESOLUTION NO. 18-2310**  
**Upper Dublin Township**  
**Montgomery County, PA**

*WHEREAS*, the municipalities and Wastewater Treatment Plants in the Wissahickon Creek Watershed came to an agreement over the course of 2016 to work cooperatively with each other and with the Water Quality Advisory Team on the preparation of a Water Quality Improvement Plan (WQIP) for the Wissahickon Creek, and

*WHEREAS*, Upper Dublin Township adopted an Intergovernmental Agreement (IGA) by ordinance number 16-1321 on July 12, 2016 signifying its intent to participate in the development of the WQIP, and

*WHEREAS*, the duration of the term of the IGA is two years, and

*WHEREAS*, the IGA states that the IGA may be extended by those Parties desiring to participate for an additional year by resolution, and

*WHEREAS*, the time needed to complete the data collection and analysis and draft the WQIP will extend beyond the sunset date of the original IGA, and

*WHEREAS*, in order to fund the activities of the Technical Services and Legal Services providers, an additional \$5,000 in 2018 and \$10,000 in 2019 per municipality and wastewater treatment plant is needed, and

*WHEREAS*, it is the intent of Upper Dublin Township to renew the IGA through March 31, 2020, and to provide its share of the funding needed to cover the costs of the Technical Services and Legal Services providers in the amount of \$15,000.

**NOW THEREFORE BE IT RESOLVED** that Upper Dublin Township signifies its decision to extend the IGA through March 31, 2020, provide its share of the funding, and continue to participate in the preparation of a Water Quality Improvement Plan.

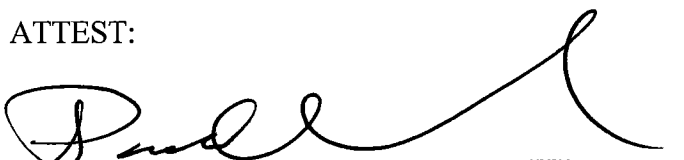
Resolution approved by the Board of Commissioners of Upper Dublin Township this 13<sup>th</sup> day of November, 2018.

UPPER DUBLIN TOWNSHIP

By: 

IRA S. TACKEL, President

ATTEST:

  
PAUL A. LEONARD, Township Manager/Secretary

**RESOLUTION**

**NO.** 18-2311

**WHEREAS**, by that certain Deed of Easement dated January 25, 1994 and recorded in Deed Book 5095, Page 2483, Upper Dublin Township (hereinafter "Township") accepted from Dawsfield Joint Venture, Blue Bell, PA a widened portion of the right of way of Dreshertown Road, a state highway (S.R. 2024), being on the westerly side of the said highway (hereinafter "Parcel A"); and

**WHEREAS**, by that certain Deed of Easement dated February 29, 1996 and recorded in Deed Book 5162, Page 0585, Upper Dublin Township accepted from Dresher Valley Builders, Inc., Spring House, PA a widened portion of the right of way of Dreshertown Road, a state highway (S.R. 2024), being on the westerly side of the said highway (hereinafter "Parcel B") and contiguous with Parcel A; and

**WHEREAS**, BT Dreshertown, L.P. (hereinafter "Owner") is in title to property located at the East side of the 1700 block of Dreshertown Road, Montgomery County, Pennsylvania 19025, with frontage on Dreshertown Road, which parcel of real estate is referred to as County Tax Parcel No. 54-00-05239-00-8 (hereinafter the "Property"); and

**WHEREAS**, Owner has received final Land Development Approval from the Township for the development of the Property pursuant to a Final Land Development Plan prepared by Gilmore & Associates, Inc., dated March 2, 2016, last revised January 12, 2018., consisting of sheets 1 through 84, recorded in the Office of the Montgomery County Recorder of Deeds (hereinafter the "Final Plans"); and

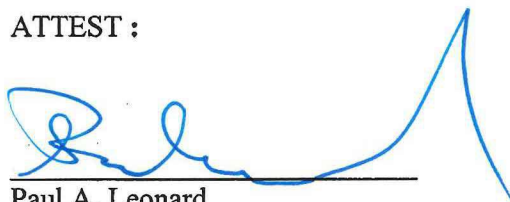
WHEREAS, Owner desires to widen and otherwise improve Dreshertown Road adjacent to its Property (hereinafter the "Project") and in furtherance of the Final Plans and has requested the Township to dedicate Parcel A and Parcel B, or portions thereof as set forth in the Deeds of Dedication attached as Exhibit "A" and Exhibit "B" to the Commonwealth of Pennsylvania in order to secure a Highway Occupancy Permit authorizing the Project; and

WHEREAS, the Township finds it to be in the public interest that the Project be completed and that the additional right of way be so dedicated.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, that IRA S. TACKEL, President of the Board of Commissioners, be and he is hereby authorized to sign the attached Deeds of Dedication for widened portions of Dreshertown Road (S.R. 2024) granted to the Commonwealth of Pennsylvania, and that Paul A. Leonard, Secretary of the Board of Commissioners, be and he is hereby authorized and directed to attest and seal the same.

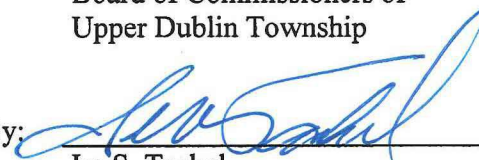
Date : November 13, 2018

ATTEST :



Paul A. Leonard  
Title : Township Manager/Secretary

Board of Commissioners of  
Upper Dublin Township

By: 

Ira S. Tackel  
Title : President

( SEAL )

**CERTIFICATION**

I, Paul A. Leonard, Secretary of the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Commissioners held on Tuesday, November 13, 2018.

( SEAL )

By   
Paul A. Leonard  
Title : Secretary

Date : 11/13/2018



# Exhibit “A”

**Prepared By:** McMahon Associates, Inc.  
425 Commerce Drive, Suite 200  
Fort Washington, PA 19034

**Return To:** McMahon Associates, Inc.  
425 Commerce Drive, Suite 200  
Fort Washington, PA 19034  
Attn: Brian DiBiase

**Site Location:** (Part of) Tax Parcel No. 54-00-00000-00-0  
Dreshertown Road (Parcel 2A)

M-950 D2 (6-11)



COUNTY	Montgomery
SR - SEGMENT-OFFSET	S.R. 2024 Segment 0030, Off 0649 to 1547
MUNICIPALITY	Upper Dublin Township
APPLICATION/PERMIT NO.	ePS No. 137919
APPLICANT/PERMITTEE	BT Dreshertown, LP

**DEED OF EASEMENT**  
(No Monetary Consideration)

THIS INDENTURE, made this 13<sup>th</sup> day of November, 2018, by Township of Upper Dublin owner(s) of property affected by the proposed construction or improvement of the above mentioned State Route under the referenced highway occupancy application/permit, its heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

**WITNESSETH:**

WHEREAS the COMMONWEALTH has received an application from the GRANTOR for issuance of a highway occupancy permit for access to the above referenced highway; and

WHEREAS the parties hereto have agreed that, as a condition to issuance of the referenced permit, the GRANTOR will convey to the COMMONWEALTH a highway easement unlimited in vertical dimension and other estate(s) as designated, if any, from the property or portion thereof required by the COMMONWEALTH,

NOW, THEREFORE, in consideration of the benefits to the property of the GRANTOR, the GRANTOR does hereby grant and convey to the COMMONWEALTH a easement for highway purposes and such other estate(s), if any, as designated on the plot plan attached hereto and made a part hereof and set forth below.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by Dresher Valley Builders, Inc. of Spring House, PA, dated February 29, 1996 and recorded in Deed Book 5162, Page 0585, together with the improvements, hereditaments and appurtenances thereto. This conveyance contains 13,170 s.f. And the GRANTOR warrants GENERALLY the property hereby conveyed.

Reserving, however, to the GRANTOR the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the COMMONWEALTH, from mine shafts or by means of wells located off the right-of-way.

The GRANTOR does further indemnify the COMMONWEALTH, its employees or representatives against any claim, demand or judgment of any type made by any lessee or easement holder of the aforesaid property who is not an Applicant/Permitee under the referenced application/permit and who may be adversely affected by the construction of the improvements to the demised premises or in the State highway right of way pursuant to the referenced application/permit.

**Certificate of Residence**

I hereby certify the Grantee's precise residence to be:

7000 Geerdes Boulevard  
King of Prussia, PA 19406

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Agent for the Commonwealth of Pennsylvania  
Department of Transportation

[remainder of page intentionally left blank]

The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

**INDIVIDUALS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENTITIES\***

GRANTOR:

Township of Upper Dublin

(Name of Entity)

BY: [Signature]

BY: \_\_\_\_\_

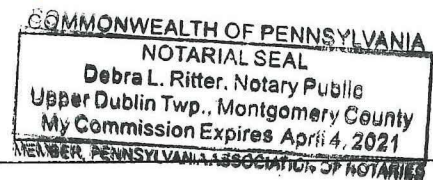
\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

**INDIVIDUAL**

**ENTITY**

STATE OF PENNSYLVANIA  
 COUNTY OF \_\_\_\_\_  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 before me, \_\_\_\_\_,  
 the undersigned officer, personally appeared \_\_\_\_\_  
 \_\_\_\_\_, known to me  
 (or satisfactorily proven) to be the person(s) whose  
 name(s) \_\_\_\_\_ subscribed to the within instrument,  
 and acknowledged that \_\_\_\_\_ executed the  
 instrument for the purposes contained in it.  
 In witness whereof, I hereto set my hand and official  
 seal.  
 \_\_\_\_\_ [Signature]  
 \_\_\_\_\_ [Title]  
 [Seal]

STATE OF PENNSYLVANIA  
 COUNTY OF Montgomery  
 On this 13th day of November, 2018,  
 before me, Debra L Ritter, the  
 undersigned officer, personally appeared  
Mrs. Tagel, who  
 acknowledged himself to be the  
President [title] of  
Board of Commissioners [name of  
 entity], and that as such President  
 \_\_\_\_\_ [title], being authorized to do  
 so, executed the foregoing instrument for the purposes  
 contained in it by signing on behalf of the entity as  
President [title].  
 In witness whereof, I hereto set my hand and official  
 seal.  
Debra L Ritter [Signature]  
Notary Public [Title]  
 [Seal]

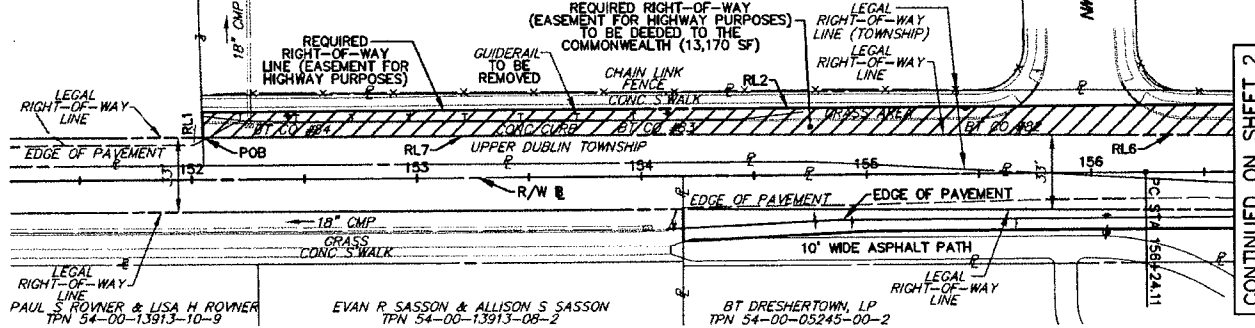




THOMAS CUCE  
TPN 54-00-05398-00-2

NAK YOUL KIM & SUNG SIL KIM  
TPN 54-00-15850-94-4

### DRESHERTOWN ROAD (SR 2024)



REQUIRED RIGHT-OF-WAY AREA  
(EASEMENT FOR HIGHWAY PURPOSES)

REQUIRED RIGHT-OF-WAY (EASEMENT) LINE TABLE		
LINE	BEARING	DISTANCE
RL1	N54°57'29"W	11.23'
RL2	N36°31'00"E	419.30'
RL3	N37°44'42"E	163.03'
RL4	N37°45'28"E	104.87'
RL5	S53°18'59"E	15.67'
RL6	S37°02'24"W	329.06'
RL7	S36°36'19"W	213.49'

REQUIRED RIGHT-OF-WAY (EASEMENT) CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD BRG	CHORD
RC1	5,260.00	209.55'	N37°39'29"E	209.54'
RC2	902.05'	206.47'	S37°01'35"W	206.02'
RC3	2,453.25'	148.07'	S40°05'21"W	148.05'

TOTAL AREA OF REQUIRED RIGHT-OF-WAY  
(EASEMENT) = 13,170 SF, 0.302 AC

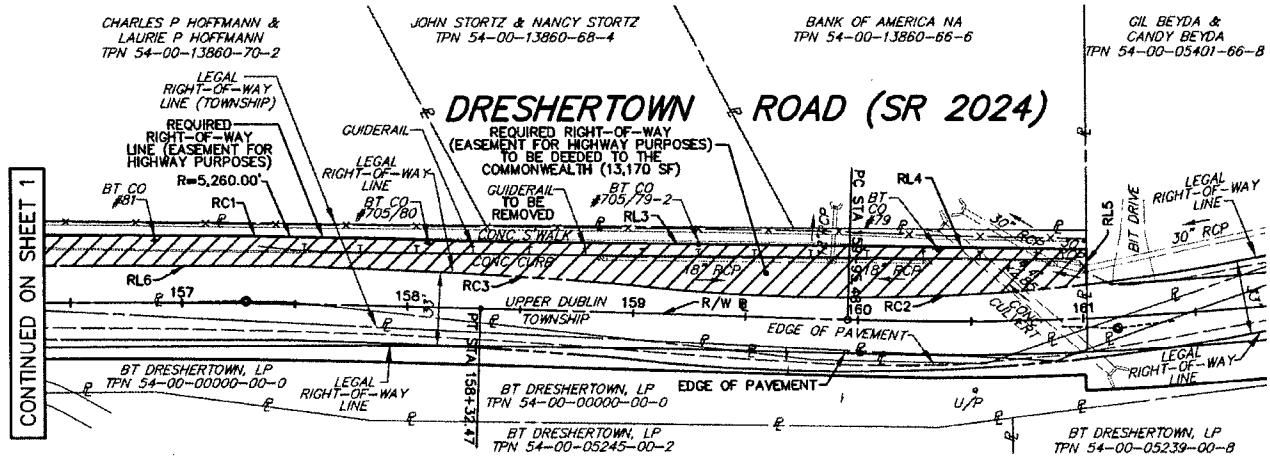
**PLAN OF REQUIRED RIGHT-OF-WAY (EASEMENT FOR HIGHWAY PURPOSES)  
FOR LANDS OF THE TOWNSHIP OF UPPER DUBLIN (TPN 54-00-00000-00-0)  
SITUATE IN UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA.**

425 COMMERCE DRIVE  
SUITE 200  
FT WASHINGTON, PA. 19034  
TELE: (215)-283-9444  
FAX: (215)-283-9447



10/11/18  
JOB #815367.21  
SCALE: 1" = 50'  
SHEET: 1 of 2

PARCEL 2A



CONTINUED ON SHEET 1

REQUIRED RIGHT-OF-WAY AREA  
(EASEMENT FOR HIGHWAY PURPOSES)

**PLAN OF REQUIRED RIGHT-OF-WAY (EASEMENT FOR HIGHWAY PURPOSES)  
FOR LANDS OF THE TOWNSHIP OF UPPER DUBLIN (TPN 54-00-00000-00-0)  
SITUATE IN UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA.**

425 COMMERCE DRIVE  
SUITE 200  
FT WASHINGTON, PA. 19034  
TELE: (215)-283-9444  
FAX: (215)-283-9447



10/11/18  
JOB #815367.21  
SCALE: 1" = 50'  
SHEET: 2 of 2

PARCEL 2A

# Exhibit “B”

**Prepared By:** McMahon Associates, Inc.  
425 Commerce Drive, Suite 200  
Fort Washington, PA 19034

**Return To:** McMahon Associates, Inc.  
425 Commerce Drive, Suite 200  
Fort Washington, PA 19034  
Attn: Brian DiBiase

**Site Location:** (Part of) Tax Parcel No. 54-00-00000-00-0  
Dreshertown Road (Parcel 2B)

M-950 D2 (6-11)



COUNTY	Montgomery
SR - SEGMENT-OFFSET	S.R. 2024 Seg 0030, Offset 1928 to Seg 0040, Offset 0349
MUNICIPALITY	Upper Dublin Township
APPLICATION/PERMIT NO.	ePS No. 137919
APPLICANT/PERMITTEE	BT Dreshertown, LP

**DEED OF EASEMENT**  
(No Monetary Consideration)

THIS INDENTURE, made this 13<sup>th</sup> day of November, 2018, by Township of Upper Dublin owner(s) of property affected by the proposed construction or improvement of the above mentioned State Route under the referenced highway occupancy application/permit, its heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

**WITNESSETH:**

WHEREAS the COMMONWEALTH has received an application from the GRANTOR for issuance of a highway occupancy permit for access to the above referenced highway; and

WHEREAS the parties hereto have agreed that, as a condition to issuance of the referenced permit, the GRANTOR will convey to the COMMONWEALTH a highway easement unlimited in vertical dimension and other estate(s) as designated, if any, from the property or portion thereof required by the COMMONWEALTH,

NOW, THEREFORE, in consideration of the benefits to the property of the GRANTOR, the GRANTOR does hereby grant and convey to the COMMONWEALTH a easement for highway purposes and such other estate(s), if any, as designated on the plot plan attached hereto and made a part hereof and set forth below.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by Dawsfield Joint Venture of Blue Bell, PA, dated January 25, 1994 and recorded in Deed Book 5095, Page 2483, together with the improvements, hereditaments and appurtenances thereto. This conveyance contains 9,043 s.f. And the GRANTOR warrants GENERALLY the property hereby conveyed.

Reserving, however, to the GRANTOR the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the COMMONWEALTH, from mine shafts or by means of wells located off the right-of-way.

The GRANTOR does further indemnify the COMMONWEALTH, its employees or representatives against any claim, demand or judgment of any type made by any lessee or easement holder of the aforesaid property who is not an Applicant/Permitee under the referenced application/permit and who may be adversely affected by the construction of the improvements to the demised premises or in the State highway right of way pursuant to the referenced application/permit.

**Certificate of Residence**

I hereby certify the Grantee's precise residence to be:

7000 Geerdes Boulevard  
King of Prussia, PA 19406

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Agent for the Commonwealth of Pennsylvania  
Department of Transportation

[remainder of page intentionally left blank]

The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

**INDIVIDUALS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENTITIES\***

GRANTOR:

Township of Upper Dublin

(Name of Entity)

BY:

*[Handwritten Signature]*

BY: \_\_\_\_\_

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

**INDIVIDUAL**

STATE OF PENNSYLVANIA  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_,  
known to me  
(or satisfactorily proven) to be the person(s) whose  
name(s) \_\_\_\_\_ subscribed to the within instrument,  
and acknowledged that \_\_\_\_\_ executed the  
instrument for the purposes contained in it.  
In witness whereof, I hereto set my hand and official  
seal.

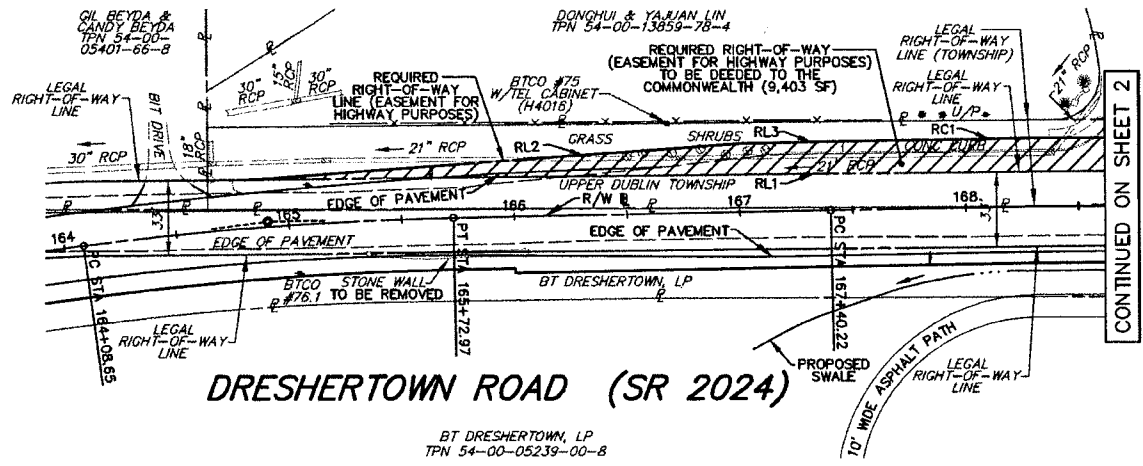
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
[Title]  
[Seal]

**ENTITY**

STATE OF PENNSYLVANIA  
COUNTY OF Montgomery  
On this 13th day of November, 2018,  
before me, Debra L Ritter, the  
undersigned officer, personally appeared  
Ira S. Tackel, who  
acknowledged him self to be the  
President [title] of  
Board of Commissioners [name of  
entity], and that as such President  
[title], being authorized to do  
so, executed the foregoing instrument for the purposes  
contained in it by signing on behalf of the entity as  
President [title].

In witness whereof, I hereto set my hand and official  
seal.  
Debra L Ritter [Signature]  
Notary Public [Title]  
[Seal]

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Debra L. Ritter, Notary Public  
Upper Dublin Twp., Montgomery County  
My Commission Expires April 4, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



**DRESHERTOWN ROAD (SR 2024)**

BT DRESHERTOWN, LP  
TPN 54-00-05239-00-8

REQUIRED RIGHT-OF-WAY (EASEMENT) LINE TABLE		
LINE	BEARING	DISTANCE
RL1	S36°22'12"W	755.31'
RL2	N32°46'11"E	217.56'
RL3	N35°49'01"E	40.22'
RL4	N53°06'14"W	2.00'
RL5	N36°53'46"E	214.72'
RL6	S53°56'15"E	14.14'

REQUIRED RIGHT-OF-WAY (EASEMENT) CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD BRG	CHORD
RC1	15,030.00'	283.15	N36°21'23"E	283.15'

TOTAL AREA OF REQUIRED RIGHT-OF-WAY (EASEMENT) = 9,403 SF, 0.216 AC

REQUIRED RIGHT-OF-WAY AREA (EASEMENT FOR HIGHWAY PURPOSES)

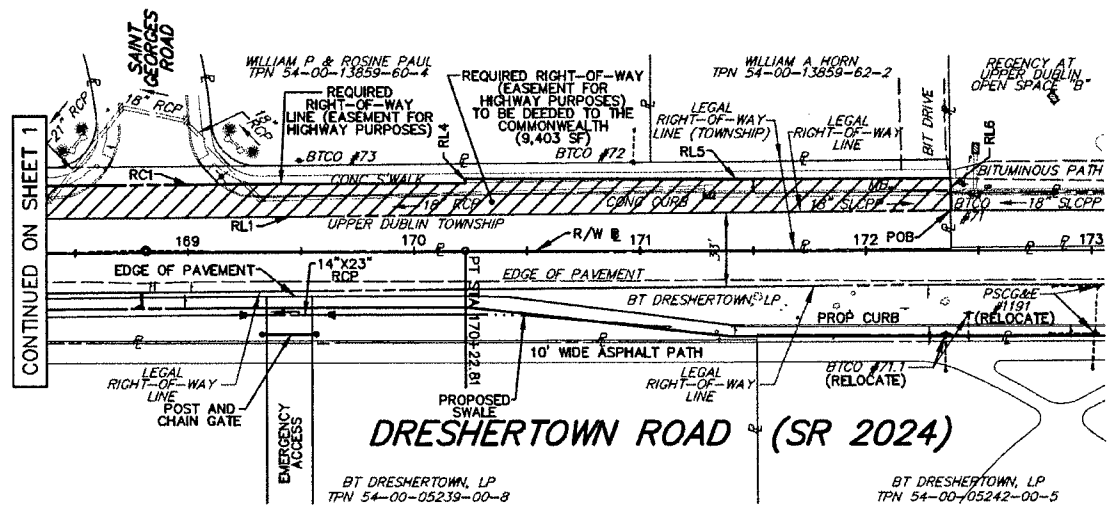
**PLAN OF REQUIRED RIGHT-OF-WAY (EASEMENT FOR HIGHWAY PURPOSES)  
FOR LANDS OF THE TOWNSHIP OF UPPER DUBLIN (TPN 54-00-00000-00-0)  
SITUATE IN UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA.**

425 COMMERCE DRIVE  
SUITE 200  
FT WASHINGTON, PA. 19034  
TELE: (215)-283-9444  
FAX: (215)-283-9447



10/11/18  
JOB #815367.21  
SCALE: 1" = 50'  
SHEET: 1 of 2

PARCEL 2B



 REQUIRED RIGHT-OF-WAY AREA  
(EASEMENT FOR HIGHWAY PURPOSES)

**PLAN OF REQUIRED RIGHT-OF-WAY (EASEMENT FOR HIGHWAY PURPOSES)  
FOR LANDS OF THE TOWNSHIP OF UPPER DUBLIN (TPN 54-00-0000-00-0)  
SITUATE IN UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PA.**

425 COMMERCE DRIVE  
SUITE 200  
FT WASHINGTON, PA. 19034  
TELE: (215)-283-9444  
FAX: (215)-283-9447



10/11/18  
JOB #815367.21  
SCALE: 1" = 50'  
SHEET: 2 of 2

PARCEL 28

RESOLUTION No. 18-2312

Upper Dublin Township, Montgomery County, Pennsylvania

**RESOLUTION OF THE UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS  
TO ADOPT POLICIES AND PROCEDURES FOR CONSULTANT SELECTION**

**WHEREAS**, Upper Dublin Township ("Township") desires to advertise for and hire a transportation engineer for projects sponsored by the Township; and

**WHEREAS**, in order to be eligible for Federal, State, and County funding, the Township must adopt policies and procedures for consultant selection compliant with the Pennsylvania Department of Transportation Publication 93, Chapter 7; and

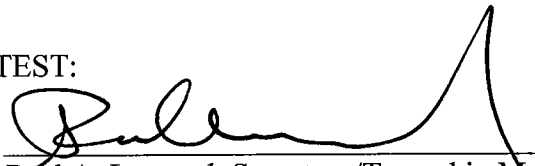
**WHEREAS**, the Township has prepared policies and procedures for consultant selection compliant with Publication 93, Chapter 7, attached as Exhibit "A" to this Resolution and incorporated by reference as if set forth in full.

**BE IT RESOLVED**, by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, the Township Manager of the Township is authorized and directed to submit on behalf of the Township the attached Policies and Procedures for Consultant Selection to the Pennsylvania Department of Transportation for approval.

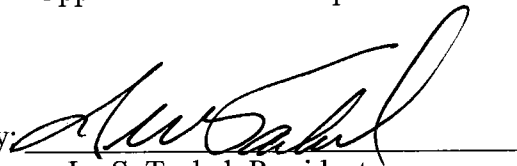
Upper Dublin Township

ATTEST:

By:

  
Paul A. Leonard, Secretary/Township Manager

By:

  
Ira S. Tackel, President

I, Ira S. Tackel, President of the Board of Commissioners of Upper Dublin Township, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of Upper Dublin Township, held the 13th day of November, 2018.

Date: 11/13/2018

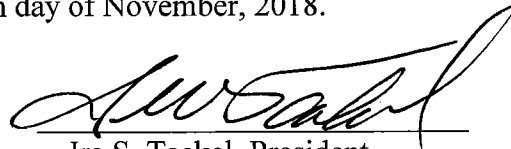
  
Ira S. Tackel, President

EXHIBIT "A"



## POLICY AND PROCEDURE FOR CONSULTANT SELECTION

The following procedures have been adopted by Upper Dublin Township (“Township”), as authorized by action of the Board of Commissioners on November 13, 2018. These procedures shall be used for the orderly determination of the need to use consulting engineering firms, qualification and selection of firms, and general administration and monitoring of the engineering agreements.

Upon being notified of the need to initiate engineering services on a project, the Township Manager shall analyze the Upper Dublin Township forces to determine if the services of a consulting firm are necessary. The analysis regarding the need to engage consultants will be documented in the project file.

A detailed scope of work, describing the project, its location, and services required, will be prepared.

An advertisement including the DBE Goal Request will be submitted in ECMS to PennDOT's Contract Management Section. Advertising the request for statements of interest from consulting firms interested in performing the required engineering services is governed by municipal Home Rule Charters, codes or statutes. The advertisement may need to appear in at least one newspaper of general circulation.

The advertisement will include the following information:

- a) Location and brief description of the required engineering services.
- b) Indication of the method of procurement as competitive negotiations.
- c) A statement that Upper Dublin Township encourages responses from small firms, minority firms, and firms who have not previously performed work for the Township.
- d) The Disadvantaged Business Enterprise Goal, if any. Or nondiscrimination provisions to encourage the prime to notify DBE subconsultants of contracting opportunities associated with the agreement and solicit their participation, if DBE Goals are not required for the agreement.
- e) A statement that indicates whether the modified or normal selection method will be used.
- f) A list, in order of importance, of the selection criteria against which the statements of interest will be reviewed.
- g) A requirement that responding consultants must be registered business partners in ECMS with their qualification packages submitted prior to the submission of the SOI.
- h) Outside of ECMS, include contact information for project discussions and a description of the method of discussion. For ECMS, a statement must be included in the advertisement stating that all questions and answers are required to go through ECMS's "Questions and Responses" forum. If oral presentations are required, it must be stated in the advertisement.
- i) Cut-off time for response to the advertisement (minimum of two weeks).

Note: For a Municipal Engineer advertisement, the Municipality has the option of submitting their advertisements for approval electronically in ECMS or by email, for newspaper advertising, as required by their Home Rules Charters, and for publishing paper advertisements in ECMS to ECMS\_Local\_Advertisements@pa.gov.

**D-30 (12-16)**

Three consultants will be selected from those consultants who submit statements of interest. A qualification selection committee, consisting of a minimum of three people:

- a. Paul A. Leonard, Township Manager or designee,  
Selection Committee title
- b. Ira S. Tackel, President or designee,  
Selection Committee title
- c. Jonathan Bleemer, Director of Finance or designee,  
Selection Committee title
- d. David J. Brooman, Solicitor or designee,  
Selection Committee title

shall review the qualifications of consultants who submit statements of interest as well as their responsiveness to the requirements of the advertisement. Documentation of consultants considered and the committee's recommendation shall be maintained in the project file. The committee shall document the reasons for their recommendation.

For selecting a consultant to perform bridge inspection, construction inspection agreements, or noncomplex or selected moderately complex projects as defined in DM1, or for selecting a consultant as a Municipal Engineer a modified process may be used, and a ranking will be determined based on a review of the statements of interest.

For all other Agreements the normal selection method will be used. The Township Manager shall review the recommendations of the qualification committee and select three firms to be recommended to the Pennsylvania Department of Transportation (hereinafter called the Department) as the consultants to prepare a proposal. Upon receipt of the approval of the consultants from the Department, a technical proposal shall be requested from the consultants.

The request for technical proposal shall include a brief written scope of work. The consultants will be invited to a scope of work meeting at which time the project will be explained in detail. Representatives from the Department will be invited to the meeting. The consultants will be advised of the applicable Federal regulations, review procedures, contract format and administration. A copy of the Departments Publication 442 will be supplied to the consultants with the understanding that the specifications will be made a part of the contract. The Upper Dublin Township limitations of profit, wages, etc., will be explained. The consultants will be given a name and phone number to contact in case they would have any questions during the preparation of their proposal.

Upon receipt of the technical proposals from the consultants, the qualification committee shall review the technical proposals and make a recommendation for the ranking of the shortlisted consultants for the purpose of negotiating an engineering agreement. The committee shall document the reasons for their recommendation.

The Municipality shall conduct discussions with the firms to consider anticipated concepts and compare alternative methods for furnishing services.

For both modified and normal methods of selection, the Upper Dublin Township Board of Commissioners shall review the recommendation of the qualification committee and rank, in order of preference, the firms. The ranking will be recommended to the Department for approval. Documentation supporting the ranking of the consultants shall be forwarded to the Department when requesting approval of the consultant's ranking. The Department shall approve and/or comment on the municipalities recommended ranking.

The municipality will request a price proposal from the approved first ranked firm and submit the appropriate number of copies to the Department.

The Department will conduct the pre-award evaluation and schedule and hold negotiations, if necessary.

D-30 (12-16)

The agreement will be prepared by the Department and circulated for signatures.

It is understood that the consultant cannot begin work until the Federal authorization has been obtained, and both the engineering Agreement and the Reimbursement Agreement have been fully executed, and notification of this fact has been received by the Township,  
Municipality

The Upper Dublin Township Board of Commissioners will designate a person to perform liaison activities between the Township,  
Mayor, Council, Board of Supervisors, etc  
Municipality  
the Department, and the consultant.

The Township will enter into a reimbursement agreement with the Department setting forth the methods for reimbursing  
Municipality  
the federal funds to the Township. The reimbursement agreement will be prepared by the Department.  
Municipality

During the life of the engineering agreement, monthly (or at other appropriate times) meetings will be held with the consultant and the designated liaison person. The Department will be invited to attend these meetings. Documentation of these meetings will be included in the project file.

Partial payment invoices for work performed will be processed as provided by Publication 442. After review of the invoices by the Director of Finance it will be paid. The invoice will in turn be forwarded to the Department with  
responsible individual of the Municipality  
recommendation for reimbursement of the Federal and/or State share.

Prior to termination of services and payment of the final invoice, a joint review will be made by the Department and the Township to insure the propriety of claims and that all terms and conditions of the contract have been satisfied.  
Municipality  
Documentation of these findings will be submitted to the Department with the final invoice.

The Township's designated liaison person will complete copies of the Form D-429, "Past Performance Report for  
Municipality's  
Consultant Engineers", see Appendix 7F or Form D-429 CI, "Past Performance Report for Consultant Engineers Construction Inspection", see Appendix 7G.

It is understood and made part of these procedures that the employees of the Township will neither solicit nor  
Municipality  
accept gratuities, favors, or anything of monetary value from consultants or contractors or potential consultants or contractors.

Violators of said standards will be subject to dismissal from their employment with the Township, by order of the  
Municipality  
Township Board of Commissioners..  
Mayor, Council, Board of Supervisors, etc.)

Now, Therefore Be It Resolved that the Board of Commissioners of the Township have adopted these  
Mayor, Supervisors, Et c. Municipality  
policies and procedures for engineering by consultants and will adhere to the rules and regulations of the Department.

NOW, THEREFORE BE IT FURTHER RESOLVED that the Upper Dublin Township Board of Commissioners this 13<sup>th</sup> day of November, 2018, on behalf of the Township hereby accept the aforesaid policies and procedures.  
Municipality

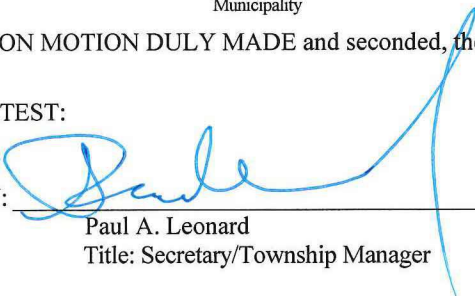
UPON MOTION DULY MADE and seconded, the above resolution as adopted the day and year set forth above.

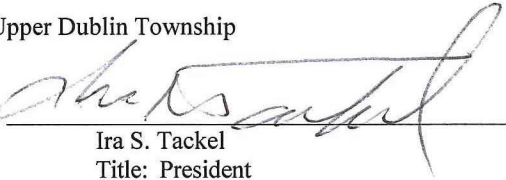
ATTEST:

Upper Dublin Township

BY:

BY:

  
Paul A. Leonard  
Title: Secretary/Township Manager

  
Ira S. Tackel  
Title: President

**UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS**  
**MONTGOMERY COUNTY, PA**  
**RESOLUTION NO. 18- 23/3**  
**DENIAL OF LAND DEVELOPMENT APPLICATION U.D. NO. 17-08 SUBMITTED BY**  
**BAY LLC REQUESTING FINAL LAND DEVELOPMENT APPROVAL FOR THE**  
**COMMERCIAL LAND DEVELOPMENT KNOWN AS**  
**"BAY LLC DISPENSARY SITE"**

WHEREAS, Bay LLC. ("Developer") is the equitable owner of a property located at 475 Pennsylvania Avenue, comprising approximately 0.64 acres of land (the "Property"); and,

WHEREAS, the Developer submitted land development plans titled "Dispensary Site at 475 Pennsylvania Avenue", last revised 02/01/2018, prepared by K&W Engineers ("Site Plans"); and

WHEREAS, Upper Dublin Township issued a list of application and plan deficiencies to the Developer by letter dated March 15, 2018, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as if set forth in full herein; and,

WHEREAS, the Developer has failed to comply with various requirements of the Upper Dublin Township Subdivision and Land Development Ordinance, Township Code Chapter 211 ("SALDO"); and,

WHEREAS, the Township desires to notify the Developer that Land Development Application U.D. No. 17-08 is denied for the reasons set forth herein.

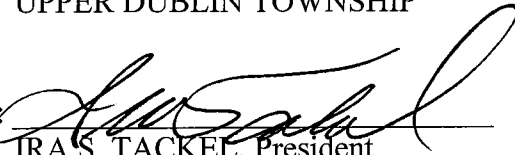
NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby denies Land Development Application U.D. No. 17-08 for the following reasons and deficiencies:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.
2. The Developer has failed to comply with SALDO Section 212.14.M in that the Site Plans do not depict road widening and roadway drainage improvements as required by the Township's Engineering and Construction standards.
3. The Developer has failed to comply with SALDO Sections 212.14.O, 212.26, 212.27 in that the application and Site Plans do not provide the necessary Sewage Planning approval (Act 537) from the Pennsylvania Department of Environmental Protection. In addition, the application did not provide the required sanitary sewer service letter from the prevailing sewer authority and did not provide the required water service letter from the prevailing water authority.
4. The Developer has failed to comply with SALDO Sections 212.18, 212.19 in that the Site Plans do not depict new sidewalk and new curbing as required.

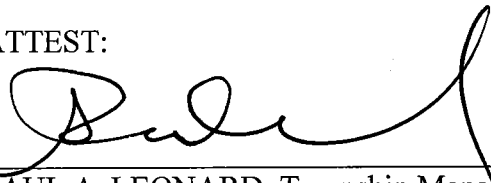
5. The Developer has failed to comply with SALDO Section 212.29 in that the Site Plans do not depict Street Lighting in accordance with the minimum standards for the Dreshertown Overlay Zoning District.

Resolution approved by the Board of Commissioners of Upper Dublin Township this 13<sup>th</sup> day of November, 2018.

UPPER DUBLIN TOWNSHIP

By:   
IRA S. TACKEL, President

ATTEST:

  
PAUL A. LEONARD, Township Manager/Secretary



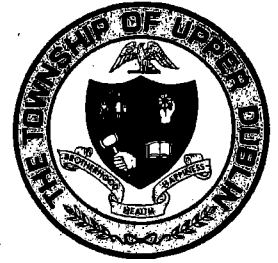
# Upper Dublin

801 LOCH ALSH AVENUE  
FORT WASHINGTON, PA 19034-1697

Phone: (215) 643-1600

Fax: (215) 542-0797

www.upperdublin.net



**IRA S. TACKEL**  
*President*

March 15, 2018

**RONALD P. FELDMAN**  
*Vice President*

Bay LLC  
475 N. Governor Road  
Suite 300

**REBECCA A. GUSHUE**

Hershey, PA 17033

**LIZ FERRY**

**ROBERT H. MCGUCKIN**

**RE: DISPENSARY SITE**  
**475 W. PENNSYLVANIA AVE.**  
**FINAL LAND DEVELOPMENT PLAN**  
**UD #17-08**

**GARY V. SCARPELLO**

**MEREDITH L. FERLEGER**

**PAUL A. LEONARD**  
*Township Manager*

To whom it may concern:

**GILBERT P. HIGH, JR.**  
*Solicitor*

Upper Dublin Township has received and reviewed plans for Final Land Development Approval for the tract near the corner of Pennsylvania and Commerce Avenues. We offer the following comments and requests regarding this plan:

#### Background

The applicant, Bay LLC, has received preliminary plan approval for the tract of land near the corner of Pennsylvania Avenue and Commerce Drive. Applicant proposes a medical marijuana dispensary, and, by action of the Board of Commissioners in December 2017, received a conditional preliminary approval. We have conducted this review in conjunction with the Ordinances pertaining to Final Plan applications, and also have referred to the conditions of preliminary plan approval. We offer the following comments:

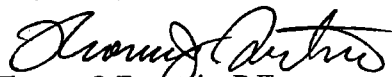
1. 212.14.M: Road widening and roadway drainage improvements must be depicted on the plans as required by the Township's Engineering and Construction standards. The conditions of preliminary plan approval indicate that the improvements, which include road widening, curb, and sidewalk, must be depicted on the final plans, however this information appears to be missing.

2. Section 212.14.O, 212.26, 212.27: Sewage Planning approval (Act 537) from DEP shall be provided prior to final subdivision plan approval. A Sanitary service letter from the prevailing authority needs to be received. Same for the water service provider.
3. 212.18, 212.19: As indicated in prior comments, both new sidewalk and new curbing need to be depicted on the plans, and are not yet included.
4. 212.29: Street Lighting is required, in accordance with minimum standards for the DO Zoning District. The street lighting is also required to be depicted on the plan and installed with the improvements.
5. The applicant must incorporate requirements and recommendations of the various outside Township consultants, including:
  - a. Township Lighting Consultant
  - b. Township Traffic Consultant
  - c. Township Fire Marshal
  - d. Township Landscape Consultant

**RECOMMENDATION: FURTHER REVIEW**

The items noted in this letter should be addressed to the Township's satisfaction. If you have any questions, please do not hesitate to call.

Very truly yours,



Thomas J. Fountain, P.E.  
Upper Dublin Township

cc: Paul Leonard, Township Manager  
Richard Barton, Township Zoning Officer  
Lee Benson, Chief of Police  
Jack Smyth, P.E., Transportation Consultant  
Rick Collier, Landscaping Consultant  
Joe Fielder, Township Code Officer  
Gil High, Township Solicitor  
Tim Schuck, Township Fire Marshal



DEP Code No.  
1-46951-231-3J

### RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Upper Dublin Township  
(TOWNSHIP) (BOROUGH) (CITY); Montgomery COUNTY, PENNSYLVANIA (hereinafter "the municipality").

**WHEREAS** Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

**WHEREAS** BT Dreshertown, LP has proposed the development of a parcel of land identified as  
land developer

The Promenade at Upper Dublin, and described in the attached Sewage Facilities Planning Module, and  
name of subdivision

proposes that such subdivision be served by: (check all that apply),  sewer tap-ins,  sewer extension,  new treatment facility,  individual onlot systems,  community onlot systems,  spray irrigation,  retaining tanks,  other, (please specify).

**WHEREAS**, Upper Dublin Township finds that the subdivision described in the attached  
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

**NOW, THEREFORE, BE IT RESOLVED** that the (Supervisors) (Commissioners) (Councilmen) of the (Township)

(Borough) (City) of Upper Dublin Township hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

, Secretary, PAUL A. LEONARD  
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of  
COMMISSIONERS  
the Township (Borough) (City) Resolution # 18-2314, adopted, NOVEMBER 13 2018.

Municipal Address:

BY:   
IRA S. TACKEL, PRESIDENT

Upper Dublin Township Municipal Building

Seal of

701 Lock Alsh Avenue

Governing Body

Port Washington, PA 19034

Telephone 215-643-1600

RESOLUTION NO. 18-2315

A RESOLUTION ESTABLISHING THE BUDGET FOR FISCAL YEAR 2019.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 2019 detailing the estimated amounts of money required for the specific purposes of the Upper Dublin Township government for the ensuing fiscal year including estimated receipts, expenditures and appropriations, and,

WHEREAS, the proposed 2019 budget was advertised as required by law and made available for public inspection on November 12, 2018, and,

WHEREAS, the proposed 2019 budget was advertised as required by law and was presented and amended at public hearings on November 17, 2018, and November 27, 2018 and,

WHEREAS, the proposed budget as amended will take effect on January 1, 2019;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, details of which are available upon request, for fiscal year 2019.

ADOPTED this 11<sup>th</sup> day of December 2018.

BOARD OF COMMISSIONERS  
UPPER DUBLIN TOWNSHIP

BY: 

Ira S. Tackel, President

ATTEST: 

Paul A. Leonard, Secretary

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 18-2316**

**A RESOLUTION APPROVING THE UPPER DUBLIN TOWNSHIP MUNICIPAL AUTHORITY'S 2019 ANNUAL REPORT AND BUSINESS IMPROVEMENT PLAN; AND APPROVING THE UPPER DUBLIN TOWNSHIP MUNICIPAL AUTHORITY BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019**

**WHEREAS**, the Upper Dublin Township Municipal Authority (the "Authority") is a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania pursuant to the Municipality Authorities Act of 1945, as amended (the "Act"), having been duly organized by the Township of Upper Dublin, Montgomery County, Pennsylvania (the "Township"); and

**WHEREAS**, pursuant to the Act, the Township has the right to approve any plan of the Authority; and

**WHEREAS**, the Authority filed Articles of Incorporation with the Commonwealth of Pennsylvania on October 11, 2016; and

**WHEREAS**, the Articles of Incorporation contain a statement that Upper Dublin Township has retained the right which exists under the Act to approve any plan of the Authority; and

**WHEREAS**, the Board of Directors of the Authority have by Resolution approved and adopted the Upper Dublin Township Municipal Authority's 2019 Annual Report and Business Improvement Plan (the "Plan"), attached hereto as Exhibit A; and

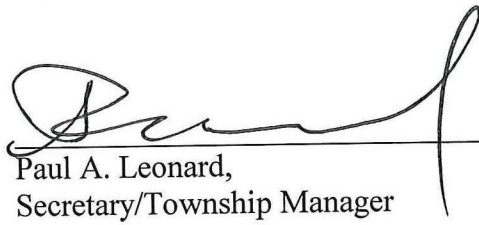
**WHEREAS**, the Board of Directors of the Authority have also by Resolution approved and adopted a budget for the fiscal year beginning January 1, 2019 and ending December 31, 2019 (the "Budget"), attached hereto as Exhibit B; and

**WHEREAS**, the Authority has submitted the Plan and the Budget to the Board of Commissioners of Upper Dublin Township for its review and approval; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Upper Dublin Township that the Upper Dublin Township Municipal Authority's 2019 Annual Report and Business Improvement Plan, attached hereto as Exhibit A, and budget for the fiscal year beginning January 1, 2019 and ending December 31, 2019, attached hereto as Exhibit B, are hereby approved.

RESOLVED, this 11<sup>th</sup> day of December, 2018.

ATTEST:

  
Paul A. Leonard,  
Secretary/Township Manager

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN

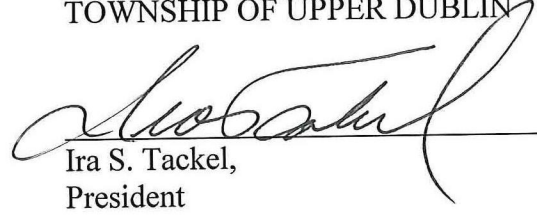
  
Ira S. Tackel,  
President

Exhibit "A"  
Upper Dublin Township Municipal Authority's  
2019 Annual Report and Business Improvement Plan

**RESOLUTION**

NO. MT-18-0008

**A RESOLUTION OF THE UPPER DUBLIN TOWNSHIP MUNICIPAL AUTHORITY APPROVING AND ADOPTING THE UPPER DUBLIN TOWNSHIP MUNICIPAL AUTHORITY'S 2019 ANNUAL REPORT AND BUSINESS IMPROVEMENT PLAN.**

**WHEREAS**, the Upper Dublin Township Municipal Authority (the "Authority") is a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania pursuant to the Municipality Authorities Act of 1945, as amended (the "Act"), having been duly organized by the Township of Upper Dublin, Montgomery County, Pennsylvania (the "Township"); and

**WHEREAS**, the Authority filed Articles of Incorporation with the Commonwealth of Pennsylvania on October 11, 2016; and

**WHEREAS**, the Articles of Incorporation contain a statement that Upper Dublin Township has retained the right which exists under the Act to approve any plan of the Authority; and

**WHEREAS**, in order to levy an assessment or charge, the Authority must submit a plan for business improvements and administrative services, together with estimated costs and the proposed method of assessments for business improvements and charges for administrative services to Upper Dublin Township; and

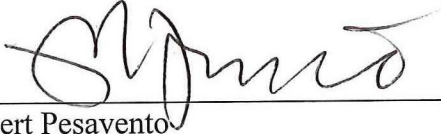
**WHEREAS**, the Board of Directors of the Authority believes it is essential to comply with the above requirements that the Upper Dublin Township Municipal Authority's 2019 Annual Report and Business Improvement Plan (the "Plan"), attached hereto as Exhibit A, be adopted.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Authority that the Plan attached hereto as Exhibit A is hereby approved and adopted.

**IN WITNESS WHEREOF**, we, the undersigned Authorized Officers, have hereunto set our signatures and affixed the Seal of the UPPER DUBLIN TOWNSHIP MUNICIPAL AUTHORITY, Montgomery County, Pennsylvania.

Dated: December 7, 2018

APPROVED:

A handwritten signature in black ink, appearing to read 'R. Pesavento', written over a horizontal line.

Robert Pesavento  
Chairperson

ATTEST:

Handwritten initials 'MM' in blue ink, written above a horizontal line.

Michael Markman  
Secretary

Exhibit A

# **THE UPPER DUBLIN TOWNSHIP MUNICIPAL AUTHORITY'S 2019 ANNUAL REPORT AND BUSINESS IMPROVEMENT PLAN**

## **Mission**

The purpose of the Authority (UDTMA) is to obtain and finance working capital, acquire, hold, construct, improve, maintain and operate, own or lease, either in the capacity of lessor or lessee, projects within the service area of the Authority, of the following kind and character:

- (a) Transportation for all defined modes, marketing, transit service and safety improvement utilizing all resources necessary to construct and maintain roadway improvements, bridges, traffic regulation devices, bicycle/pedestrian trails and amenities including but not limited to landscaping/trees, special signage, and street/area lighting.
- (b) Storm water and flood control planning, management and implementation.
- (c) General economic development and marketing for the Fort Washington Office Center Park.

## **Attendance**

There were 12 Authority meetings held in 2018 on the first Friday of every month with the exception of the May meeting, which was held on May 18 due to scheduling conflicts. The January meeting was primarily a re-organization meeting with the appointments of Offices, Directors, Engineer, Solicitor and Open Records Officer. Attendance at the meetings by members was high for the year with Mr. Pesavento missing one meeting, Mr. Diehl missing one meeting, Mr. Feldman missing two meetings, Mr. Markman missing two meetings and Mr. Danaher missing four meetings. Attendance by the Executive Director, Finance Director, Solicitor's Office and Engineer was nearly 100% with Mr. Leonard missing one meeting and Mr. Bleemer missing two meetings.

## **Financial Matters**

In February 2018, the Authority issued \$6,000,000 of guaranteed revenue notes to fund certain capital improvement construction projects identified as priority one projects in the attached "Exhibit A". To date, design, engineering, mapping, agency coordination and bid preparation have been performed for the funded projects. To finance the annual debt service on the notes and the Authority's operating expenses, annual assessments will be levied on all properties within the Authority service area based upon the assessed value of each property, as determined by the assessment of record in the county assessment office on the date such assessments are levied.

## **Budget**

Funding from the annual assessment also supports the Authority's operating costs. The Directors approved the Authority's 2018 operating budget. For 2019, both the Authority Directors and the Board of Commissioners will approve an operating and capital budget. All revenues and expenditures are subject to an independent CPA audit with a report to be filed with the Township and the State and available to both the Commissioners and the public.

## **Transparency**

All meetings of the Municipal Authority were open to the public and live broadcast as well as repeat broadcast on the Township's governmental cable channel. There were no Right to Know Requests related to the Municipal Authority during 2018, but the Authority is committed to not only complying with the Right to Know Law and the Sunshine Law, but communicating with property owners and business and employees within the office park through multiple means through 2019.

## **Municipal Authority Priority List and 2019 Projects**

The Board of Commissioners and any interested parties are advised that the Authority works and focuses routinely on the attached priority list, currently dated October 28, 2018. This color-coded spreadsheet shows both the priorities, funding sources and current status of project designed to meet the mission statement at the beginning of this report. The Authority welcomes public participation in both their meetings and by comments to them in written format.

December 7, 2018

Exhibit A

Municipal Authority Priority List and 2019 Projects



Fort Washington Office Park Project Priority List  
Upper Dublin Municipal Authority

11/30/2018

TOWNSHIP FUNDED CAPITAL IMPROVEMENTS WITHIN THE MUNICIPAL AUTHORITY BOUNDARY									
CONSTRUCTED AND/OR COMMITTED TOWNSHIP PROJECTS	HIGHLIGHTED FIELD INDICATES FINAL PROJECT COST TO BE UPDATED	TOTAL PROJECT COST (Millions)	Grant Funding Awarded (Millions)	Additional PennDOT (Millions)	Developer Contribution (Millions)	Township Obligation (Millions)	Construction Start Date	Construction End Date	Status / Comments
		Description							
	PINE RUN & RAPP RUN FLOOD RETARDING STRUCTURES	\$14.819	11.569			3.250	2013	2015	
	VIRGINIA DRIVE PINE RUN BRIDGES RECONSTRUCTION	\$6.234	3.212	1.218		1.804	06/2016	07/2017	MUNICIPAL RETRO-REIMBURSEMENT PROGRAM
	VIRGINIA DRIVE RAPP RUN CULVERT RECONSTRUCTION	\$1.638	0.400			1.238	03/2017	07/2017	PA DCED GRANTS
	VIRGINIA DRIVE ROAD DIET & TRAIL	\$1.491	1.000			0.491	09/2017	06/2018*	TAP MPMS 104282 - *Punchlist Not Complete
	DRESHER TRIANGLE CONCEPT DESIGN	\$0.062			0.062	0.000	N/A	N/A	
		\$24.244	\$16.181	\$1.218	\$0.062	\$6.783			

CAPITAL IMPROVEMENTS WITHIN THE MUNICIPAL AUTHORITY BOUNDARY									
PRIORITY 1 PROJECTS (0 TO 3 YEARS)	HIGHLIGHTED FIELDS INDICATE GRANT APPLICATION POTENTIAL	OPINION OF PROBABLE COST (Millions)	2015-2016 Grant Awarded (Millions)	2017 Grant Awarded (Millions)	2018 Grant Awarded (Millions)	Developer Contribution (Millions)	Municipal Auth Obligation (Millions)	Committed Project (X = Yes)	Status / Comments
		Description							
	FORT WASHINGTON CROSS COUNTY TRAIL & ROAD DIET	\$6.250	3.541			0.3	2.410	X	PENNDOT MTF, PA DCED, PA DCNR, MONTCO
	PA TURNPIKE ZIP RAMP FROM PA 309 INTERCHANGE	\$2.600	2.038			0.4	0.162	X	GRANT AWARDED
	COMPLETE BODENSTEIN CHANNEL REVITALIZATION	\$0.750					0.750	X	
	CROSS COUNTY TRAIL - FINAL SEGMENT	\$1.015	0.750				0.265	X	PENNDOT TAP PROGRAM - MPMS 107179
	COMPLETE DELAWARE & VIRGINIA DRIVE ROAD DIET & TRAIL MIDDLE SECTION	\$4.600		1.200	0.400		3.000	X	GRANTS AWARDED - COORD. ONGOING
	COMPLETION OF VIRGINIA DRIVE INTERCHANGE PRELIM ENG. - PH I	\$0.300					0.300		
	COMPLETION OF VIRGINIA DRIVE INTERCHANGE LAND ACQUISITION	\$1.500					1.500		
	DRESHER TRIANGLE EARLY ACTION IMPROVEMENTS	\$0.500					0.500		
	GATEWAY ENTRANCE ENHANCEMENTS INCLUDING LANDSCAPING & SIGNAGE	\$0.250					0.250		
	EVALUATE VIRGINIA DRIVE & CAMPBILL ROAD INTERSECTION	\$0.075					0.075		
	DELAWARE DRIVE BRIDGE SUPERSTRUCTURE REPLACEMENT & REPAIRS	\$1.250			1.000		0.250		MUNICIPAL RETRO-REIMBURSEMENT PROGRAM
	CONSTRUCT ADDITIONAL LOCAL TRAIL CONNECTIONS TO CROSS COUNTY TRAIL	\$0.250			0.015		0.235		PA WalkWorks
	PRIORITY 1 PROJECTS OPINION OF PROBABLE COST TOTALS	\$19.340	\$6.329	\$1.200	\$1.415	\$0.700	\$9.697		

PRIORITY 2 PROJECTS (3 TO 6 YEARS)	COMPLETION OF VIRGINIA DRIVE INTERCHANGE PRELIM. ENG. - PH II	\$1.300					1.300		OPINION OF PROBABLE COSTS REQUIRE FURTHER ANALYSIS AND ARE ONLY FOR DISCUSSION PURPOSES AND NOT FOR ASSESSMENT PURPOSES. GRANT POTENTIAL HAS NOT BEEN ANALYZED.
	DRESHER TRIANGLE ROADWAY IMPROVEMENTS - STAGE II	\$4.000	TO BE SUBMITTED FOR DVRPC TRANS. IMPROVEMENT PROGRAM (TIP)					4.000	
	CONSTRUCT ADDITIONAL LOCAL TRAIL CONNECTIONS TO CROSS COUNTY TRAIL	\$0.250					0.250		
	CONSTRUCT A LINEAR PARK ALONG CROSS COUNTY TRAIL	\$4.300					4.300		
	CONSTRUCT PINETOWN ROAD BOULEVARD WITH LANDSCAPED MEDIAN	\$1.800					1.800		
	PERFORM WARRANT ANALYSIS FOR PINETOWN & HIGHLAND	\$0.025					0.025		
	COMPLETE RAPP RUN CREEK REVITALIZATION	\$0.750					0.750		
	COMPLETE PINE RUN CREEK REVITALIZATION - STAGE I	\$0.500					0.500		
	COMMERCE DRIVE REMAINING ROADWAY RECONSTRUCTION	\$1.250					1.250		
	VIRGINIA DRIVE REMAINING ROADWAY RECONSTRUCTION	\$3.650					3.650		
	DELAWARE DRIVE ROADWAY RECONSTRUCTION*	\$0.500					0.500		
	NEW JERSEY, NEW YORK & MARYLAND ROADWAY RECONSTRUCTIONS	\$2.750					2.750		
PRIORITY 2 PROJECTS OPINION OF PROBABLE COST TOTALS	\$21.075	\$0.000	\$0.000	\$0.000	\$0.000	\$21.075			

PRIORITY 3 PROJECTS (OVER 6 YEARS)	DRESHER TRIANGLE ROADWAY IMPROVEMENTS - STAGE III	\$4.000	TO BE SUBMITTED FOR DVRPC TRANS. IMPROVEMENT PROGRAM (TIP)					4.000	OPINION OF PROBABLE COSTS REQUIRE FURTHER ANALYSIS AND ARE ONLY FOR DISCUSSION PURPOSES AND NOT FOR ASSESSMENT PURPOSES. GRANT POTENTIAL HAS NOT BEEN ANALYZED.
	CONSTRUCT LANDSCAPED MEDIANS ON COMMERCE, DELAWARE & VIRGINIA	\$0.150					0.150		
	INSTALL PEDESTRIAN LIGHTING ALONG CROSS COUNTY TRAIL & PINETOWN	\$1.000					1.000		
	RE-GRADE HIGHLAND AVENUE APPROACH TO CAMPBILL ROAD	\$0.350					0.350		
	CONSTRUCT ADDITIONAL LOCAL TRAIL CONNECTIONS TO CROSS COUNTY TRAIL	\$0.250					0.250		
	COMPLETE PINE RUN CREEK REVITALIZATION - STAGE II	\$0.750					0.750		
	CAMPBILL ROADWAY RECONSTRUCTION & BRIDGE RECONSTRUCTION*	\$3.250					3.250		
	INSTALL LANDSCAPING ENHANCEMENTS TO OPEN VISTAS	\$0.750					0.750		
PRIORITY 3 PROJECTS OPINION OF PROBABLE COST TOTALS	\$10.500	\$0.000	\$0.000	\$0.000	\$0.000	\$10.500			

\* NOTE - TOTAL COST SHOWN, HOWEVER, DELAWARE DR & CAMPBILL RD RECONSTRUCTION TO WIDEN AND/OR PROVIDE PEDESTRIAN/TRAIL AMENITIES WOULD BE ELIGIBLE FOR ASSESSMENT. REPLACEMENT OF THE STRUCTURES IN-KIND IS THE RESPONSIBILITY OF TOWNSHIP

NON-CAPITAL IMPROVEMENT PROJECTS				
OPERATIONS AND SERVICES	DESCRIPTION	2019 BUDGET	COMMENTS	
		EXECUTIVE DIRECTOR & FINANCE DIRECTOR	0.022	THESE ITEMS ARE INTENDED TO BE AT THE DISCRETION OF THE AUTHORITY AND WOULD BE ASSIGNED COSTS AS SO DIRECTED.
	MUNICIPAL AUTHORITY SOLICITOR SERVICES	0.025		
	MUNICIPAL AUTHORITY ENGINEER SERVICES	0.075		
	MUNICIPAL AUTHORITY ACCOUNTANT SERVICES - AUDIT	0.006		
	OTHER CONSULTANT SERVICES & APPRAISALS	0.053		
	ASSUME MAINTENANCE RESPONSIBILITY OF PINE RUN AND RAPP RUN FLOOD RETARDING STRUCTURES	0.040		
	MISCELLANEOUS ADMIN (SUPPLIES, FEES, RECORDING OF MINUTES, ETC.)	0.004		
	ANNUAL COST TOTAL	0.225		
	DESCRIPTION			
	ENHANCED LEVEL OF SERVICES (ROADS, LIGHTING, TRAILS & TRASH, ETC.)			
	OPERATE SHUTTLE SERVICE TO/FROM SEPTA REGIONAL RAIL STATION			
	DEVELOP LOGO AND POTENTIAL RE-BRANDING CAMPAIGN			
	ESTABLISH FLOWERS, TREES, SHRUBS SPECIES LIST			
	ESTABLISH DESIGN STANDARDS FOR PRIVATE PROPERTY SIGNAGE			
	MARKETING INITIATIVES (SPACE AVAILABILITY, ECONOMIC DEV, ETC.)			
	INSTALL WAYFARER AND/OR TRANSIT SIGNAGE AT SEPTA/SHUTTLE STOPS			
	PERFORM SNOW AND ICE REMOVAL SERVICES ON SIDEWALKS AND TRAILS			



Fort Washington Office Park Project Priority List  
Upper Dublin Municipal Authority

TOWNSHIP FUNDED CAPITAL IMPROVEMENTS WITHIN THE MUNICIPAL AUTHORITY BOUNDARY																	
CONSTRUCTED AND/OR COMMITTED TOWNSHIP PROJECTS	Description	OPINION OF PROBABLE COST (Millions)	Other Funding Awarded (Millions)	Township Obligation (Millions)	Est. Design		In Design		Est. Construction		In Construction						
					2018				2019				2020				
					3/18	6/18	9/18	12/18	3/19	6/19	9/19	12/19	3/20	6/20	9/20	12/20	
					PINE RUN & RAPP RUN FLOOD RETARDING STRUCTURES	\$14.819	11.569	3.250	CONSTRUCTED								
VIRGINIA DRIVE PINE RUN BRIDGES RECONSTRUCTION	\$6.234	4.430	1.804	CONSTRUCTED													
VIRGINIA DRIVE RAPP RUN CULVERT RECONSTRUCTION	\$1.638	0.400	1.238	CONSTRUCTED													
VIRGINIA DRIVE ROAD DIET & TRAIL	\$1.491	1.000	0.491			PUNCHLIST NOT COMPLETE											
DRESHER TRIANGLE CONCEPT DESIGN	\$0.062	0.062	0.000														
	\$24.244	\$17.461	\$6.783														

CAPITAL IMPROVEMENTS WITHIN THE MUNICIPAL AUTHORITY BOUNDARY																				
PRIORITY 1 PROJECTS (0 TO 3 YEARS)	Description	OPINION OF PROBABLE COST (Millions)	Other Funding Awarded (Millions)	Authority Obligation (Millions)	Est. Design		In Design		Est. Construction		In Construction									
					2018				2019				2020				2021			
					3/18	6/18	9/18	12/18	3/19	6/19	9/19	12/19	3/20	6/20	9/20	12/20	3/21	6/21	9/21	12/21
					FORT WASHINGTON CROSS COUNTY TRAIL & ROAD DIET - PHASE 1	\$3.250	2.953	0.297												
PA TURNPIKE ZIP RAMP FROM PA 309 INTERCHANGE - PHASE 2	\$2.600	2.438	0.162																	
FORT WASHINGTON CROSS COUNTY TRAIL & ROAD DIET - PHASE 3A	\$3.000	0.888	2.113																	
COMPLETE BODENSTEIN CHANNEL REVITALIZATION - PHASE 3B	\$0.750		0.750																	
CROSS COUNTY TRAIL - FINAL SEGMENT	\$1.015	0.750	0.265																	
COMPLETE DELAWARE & VIRGINIA DRIVE ROAD DIET & TRAIL MIDDLE SECTION WITH CONSIDERATION OF A	\$4.600	1.600	3.000																	
COMPLETION OF VIRGINIA DRIVE INTERCHANGE PRELIM ENG. - PH I	\$0.300		0.300																	
COMPLETION OF VIRGINIA DRIVE INTERCHANGE LAND ACQUISITION	\$1.500		1.500																	
DRESHER TRIANGLE EARLY ACTION IMPROVEMENTS	\$0.500		0.500																	
GATEWAY ENTRANCE ENHANCEMENTS INCLUDING LANDSCAPING & SIGNAGE	\$0.250		0.250																	
EVALUATE VIRGINIA DRIVE & CAMP HILL ROAD INTERSECTION	\$0.075		0.075																	
DELAWARE DRIVE BRIDGE SUPERSTRUCTURE REPLACEMENT & REPAIRS	\$1.250	1.000	0.250																	
CONSTRUCT ADDITIONAL LOCAL TRAIL CONNECTIONS TO CROSS COUNTY TRAIL	\$0.250	0.015	0.235																	
	\$19.340	\$9.644	\$9.697																	

Exhibit "B"  
Upper Dublin Township Municipal Authority's  
Budget for the fiscal year beginning January 1, 2019 and ending December 31, 2019

RESOLUTION

NO. MA-18-0007

**A RESOLUTION OF THE UPPER DUBLIN TOWNSHIP MUNICIPAL AUTHORITY APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR BE MADE IN ACCORDANCE WITH SAID BUDGET; AND PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Directors of the Upper Dublin Township Municipal Authority (“Board”) has received the Executive Director’s budget for the fiscal year beginning January 1, 2019 and ending December 31, 2019, attached hereto as Exhibit “A” and incorporated by reference as if set forth in full; and,

**WHEREAS**, the Board desires to authorize the funding of such benefits and projects, as herein provided.

**NOW, THEREFORE, BE IT RESOLVED** by the Board, as follows:

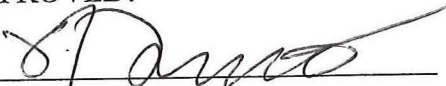
1. For the purpose of providing the funds necessary and proposed to be expended in the budget of the Upper Dublin Township Municipal Authority for the fiscal year beginning January 1, 2019 and ending December 31, 2019, the budget submitted to the Board for its consideration and approval as set forth as Exhibit “A” attached hereto, is hereby approved, and the available resources and revenues of the Authority are hereby appropriated and set aside for the various expenditures, activities and improvements as set forth in said budget. The appropriation shall be strictly applied for the uses and purposes provided for in said budget.
2. The Board hereby appropriates the sum set forth in the attached budget for the payment of the expenditures established in the approved budget for the fiscal year beginning January 1, 2019 and ending December 31, 2019.
3. The expenditures during the fiscal year beginning January 1, 2019 and ending December 31, 2019 shall be made in accordance with the budget approved by this Resolution, unless otherwise authorized by a duly enacted Resolution of the Authority.
4. All budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2017-2018 are hereby ratified.
5. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect

the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

6. This Resolution shall take effect from and after its passage as the law provides.

**DULY PASSED** by the Board of Directors of the Upper Dublin Township Municipal Authority  
this 7<sup>th</sup> day of December, 2018.

APPROVED:

  
\_\_\_\_\_  
Robert Pesavento  
Chairperson

ATTEST:


  
\_\_\_\_\_  
Michael Markman,  
Secretary

Exhibit "A"

## Upper Dublin Township Municipal Authority Draft Operating Budget for 2019

	<u>2017 Actual</u>	<u>2018 Budget</u>	<u>2018 Projected Budget</u>	<u>2019 Proposed Budget</u>
Executive Director/Finance Director	16,764	22,000	20,000	22,000
Solicitor	5,213	25,000	24,000	25,000
Project engineer	35,775	40,000	85,000	85,000
Maintenance of FRS		40,000	30,000	40,000
Real estate appraisals		23,000		15,000
Audit fees		5,000	2,500	6,000
Other consultants		60,000	5,000	28,000
Administrative support/supplies	309	5,000	2,500	2,000
Miscellaneous		5,000		2,000
	58,060	225,000	169,000	225,000

## Upper Dublin Township Municipal Authority Draft Capital Budget - 2019

	Estimated Start Date	Estimated Completion Date	2017-2018	2019-2021
<b>Beginning Balance</b>				5,550,000
Bond Proceeds			6,000,000	
Grant Funding				
FW Trail and Road Diet				3,841,000
Zip Ramp				2,438,000
Cross County Trail Final Segment				750,000
FW Trail and Road Diet Middle Section				1,600,000
Ft Washington Bike & Ped Transp. Plan				15,000
Interest Earnings			80,000	125,000
<b>Available Funds</b>			<b>6,080,000</b>	<b>14,319,000</b>
<b>Funded Projects</b>				
FW Trail and Road Diet	May 2019	Nov 2020	180,000	6,070,000
Zip Ramp	Nov 2019	Jun 2020	175,000	2,425,000
Cross County Trail Final Segment	Apr 2019	Nov 2019	145,000	870,000
FW Trail and Road Diet Middle Section	Apr 2020	Apr 2021	30,000	4,570,000
Ft Washington Bike & Ped Transportation Plan				15,000
<b>Total Expenditures</b>			<b>530,000</b>	<b>13,950,000</b>
<b>Balance</b>			<b>5,550,000</b>	<b>369,000</b>

**UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS  
MONTGOMERY COUNTY, PA  
RESOLUTION NO. 19-2317  
LAND DEVELOPMENT APPLICATION U.D. NO. 18-01 FOR FINAL LAND  
DEVELOPMENT/SUBDIVISION APPROVAL FOR THE RESIDENTIAL DEVELOPMENT  
KNOWN AS "122 JACKSON AVE."**

WHEREAS, DHF, Inc. ("Developer") is the owner of a property located at 122 Jackson Ave., comprising approximately 0.35 acres of land (the "Property"); and,

WHEREAS, the Property is located in the NH-North Hills Zoning District; and,

WHEREAS, the Property will be developed pursuant to plans prepared by Cornerstone Consulting Engineers & Architectural, Inc., dated November 13, 2018, consisting of sheets 1 through 9 (the "Plans"), which is incorporated herein by reference and expressly made a part hereof; except as may be modified to comply with the requirements of conditions imposed herein; and,

WHEREAS, the Developer has previously obtained preliminary plan approval in accordance with Township Resolution 18-2289, which incorporated various conditions of preliminary plan approval, and which the Developer did not appeal or request modification, and now the Developer desires to obtain final land development/subdivision approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants final approval of the land development as shown on the Plans subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.
2. The development shall be constructed in strict accordance with the Plans, the comments and details on the Plans, the terms and conditions of this Resolution, and the terms and conditions of a Land Development Agreement between the Developer and the Township, in a form to be approved by the Township Solicitor and entered into prior to recording of the final plans.
3. The Developer shall comply with all conditions, requirements, and obligations of Resolution 18-2289, approved by the Township Board of Commissioners July 10, 2018.
4. The Developer shall comply with conditions set forth in the final review letter of the Township Engineer, Tom Fountain, dated November 15, 2018.
5. Developer shall revise the plan, and building coverage of the proposed buildings, to comply with the underlying Zoning District maximum allowable building coverage, and receive written confirmation of compliance from the Township Zoning Officer.

6. Developer shall provide to the Township Engineer for his approval the legal descriptions for the easements and rights of way, prior to the Plans being recorded. Legal descriptions and geometric closures for the individual lots shall be provided to the Township prior to the conveyance of the individual lots/homes.
7. Developer shall provide deeds of dedication in a form and manner approved by the Township Solicitor. All deeds shall be accompanied by title insurance benefitting the Township indicating free and clear title from all liens, encumbrances, and restrictions that could adversely affect the use of the areas for roadways and other municipal purposes.
8. Developer shall comply with all applicable Township, County, Commonwealth and Federal rules, regulations, codes, ordinances, and statutes.
9. Developer shall obtain all required approvals from various agencies having jurisdiction over the Project, including but not limited to, Pennsylvania DEP, Montgomery County Health Department, Montgomery County Conservation District, Pennsylvania Department of Labor & Industry, and shall comply with all rules and regulations of these agencies.
10. All documentation shall be executed prior to recording of the Record Plans.
11. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.
12. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.


Approved by the Board of Commissioners of Upper Dublin Township this 8<sup>th</sup> day of January, 2019.

UPPER DUBLIN TOWNSHIP

By: 

IRA S. TACKEL, President

ATTEST:

  
PAUL A. LEONARD, Township Manager/Secretary

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 19-2318**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP APPROVING A RETIREMENT AGREEMENT FOR RALPH W. BENSON III AS CHIEF OF POLICE IN THE UPPER DUBLIN TOWNSHIP POLICE DEPARTMENT.**

**WHEREAS**, Ralph W. Benson III ("Benson"), was appointed by the Board of Commissioners as a Township Police Officer in 1985; and

**WHEREAS**, Chief Benson was promoted numerous times during his career as a Township Police Officer, culminating in his promotion to Chief of Police in 2017; and

**WHEREAS**, Chief Benson has elected to retire from service effective January 2, 2019; and

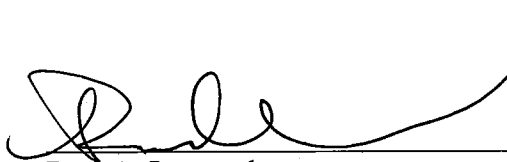
**WHEREAS**, it is appropriate to execute a Retirement Agreement to memorialize the benefits that Chief Benson will receive following retirement.

**NOW, THEREFORE**, the Board of Commissioners of Upper Dublin Township hereby resolves as follows:

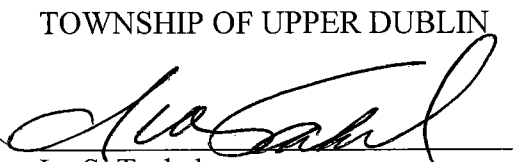
1. The Board of Commissioners approves the retirement of Chief Benson from the Police Department, effective January 2, 2019.
2. The Board of Commissioners accepts and approves the terms of the Retirement Agreement which were reviewed by the members of the Board of Commissioners in executive session. The President of the Board of Commissioners is authorized to execute the Agreement on behalf of the Township.
3. On behalf of the Township, the Board of Commissioners thanks Chief Benson for his years of loyal and dedicated service to the Township's Police Department and wishes him the best in his future endeavors.

ATTEST:

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN



Paul A. Leonard,  
Secretary/Township Manager



Ira S. Tackel,  
President

**RESOLUTION NO: 19- 2319**

**BE IT RESOLVED**, by authority of the Board of Commissioners  
(Name of governing body)

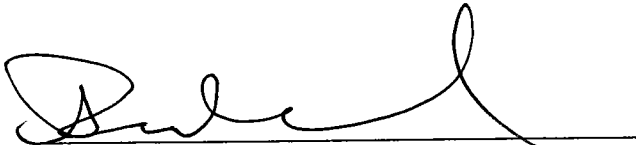
of the Township of Upper Dublin, Montgomery County, and it  
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

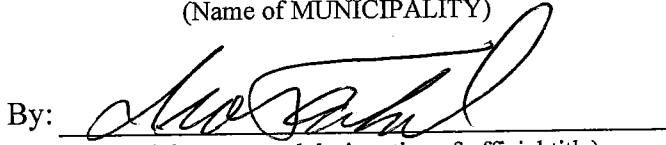
of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

**ATTEST:**

Upper Dublin Township  
(Name of MUNICIPALITY)



(Signature and designation of official title)  
PAUL A. LEONARD, SECRETARY  
I, Ira S. Tackel  
(Name)

By: 

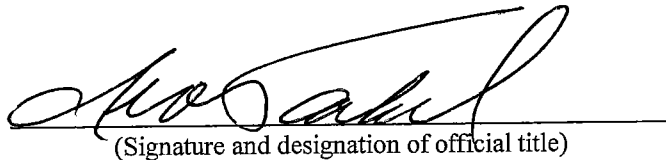
(Signature and designation of official title)  
IRA S. TACKEL, PRESIDENT  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 8th day of January, 2019.  
(Name of governing body)

**DATE:** 1/8/2019



(Signature and designation of official title)  
IRA S. TACKEL, PRESIDENT

# Application for Traffic Signal Approval



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

Please Type or Print all information in Blue or Black Ink

## A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034  
Municipal Phone Number : (215) 643 - 1600 Alternative Phone Number : \_\_\_\_\_  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : 8:00AM - 5:00PM

## B - Application Description

Location (*intersection*) : Commerce Drive & Ramp A/Driveway  
Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : \_\_\_\_\_  
Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_  
Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : \_\_\_\_\_  
If YES, provide locations of all signalized intersections in system.

New Signal to be Interconnected to Existing Signal at Commerce Drive & Delaware Drive/Pinetown Road (Permit #64-3217).

Explain the proposed improvements :  
Installation of new traffic signal with video detection, radar dilemma zone detection, base mounted controller cabinet with UPS and LED signals.

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

## C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :  
 Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_  
Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township  
Phone # : (215) 643 - 1600 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

## D - Attachments Listing

- |                                                                              |                                                     |                                                                          |
|------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input checked="" type="checkbox"/> Location Map    | <input checked="" type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input checked="" type="checkbox"/> Photographs     | <input type="checkbox"/> Turn Lane Analysis                              |
| <input checked="" type="checkbox"/> Traffic Signal Permit                    | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies                        |
| <input checked="" type="checkbox"/> Warrant Analysis                         | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                                   |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                                          |

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



**pennsylvania**  
DEPARTMENT OF TRANSPORTATION

County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard

Date : 1/8/2019

Signed By : \_\_\_\_\_

Witness or Attest : \_\_\_\_\_

Title of Signatory : Township Manager

Title of Witness or Attester : Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

**KNOCKDOWNS**

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

**TYPE OF REPAIR PERMITTED**

**EQUIPMENT FAILURE**

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

# Application Instructions



Pennsylvania  
DEPARTMENT OF TRANSPORTATION

## A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

## B - Application Description

**Location (intersection):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

## C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

## D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

## E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**RESOLUTION NO. 19-2320**  
**UPPER DUBLIN TOWNSHIP**  
**BOARD OF COMMISSIONERS**

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby request a 2018 Green – Light - Go Grant of an amount not to exceed \$400,000 from the Pennsylvania Department of Transportation to be used for the Limekiln Pike/Susquehanna Road Intersections with Twining & Fitzwatertown Roads Project.

Be it FURTHER RESOLVED, that applicant does hereby program an amount not to exceed \$80,000 from its General Fund for the project. These matching funds are 100% secured and committed to the project. This represents a match of not to exceed 20% and the funding will be applied to the Total Project Cost.

Be it FURTHER RESOLVED, that the applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President of the Board of Commissioners as the officials to execute all documents and agreements between the Township of Upper Dublin and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin of Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held January 8th, 2019 and said minutes has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 8th day of January, 2019.

Township of Upper Dublin  
Name of Applicant

Board of Commissioners  
Upper Dublin Township

\_\_\_\_\_  
Montgomery County

By:   
Ira S. Tackel, President

  
Secretary, Paul A. Leonard

RESOLUTION

No. 19-2321

A RESOLUTION OF UPPER DUBLIN TOWNSHIP  
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA,  
APPROVING THE TRANSFER OF RESTAURANT  
LIQUOR LICENSE # R-7070 INTO UPPER DUBLIN TOWNSHIP

WHEREAS, Act 141 OF 2000 (the Act”), authorizes the Pennsylvania Liquor Control Board to approve, in certain instances, the transfer of restaurant liquor licenses across municipal boundaries within the same county regardless of the quota limitations provided for in Section 461 of the Liquor Code provided sales of liquor and malt or brewed beverages are legal in the municipality receiving the license; and

WHEREAS, the Act requires the applicant to obtain from the receiving municipality a resolution approving the inter-municipal transfer of the liquor license prior to an applicant’s submission of an application to the Pennsylvania Liquor Control Board; and

WHEREAS, the receiving municipality, upon request for approval of an inter-municipal transfer of a license, must hold at least one public hearing for the purpose of receiving comments and recommendations of interested individuals residing within the municipality concerning the applicant's intent to transfer a license into the municipality; and

WHEREAS, following the public hearing the municipality may approve the request by adopting a resolution; and

WHEREAS, sales of liquor and brewed beverages associated with a restaurant use are legal in Upper Dublin Township; and

WHEREAS, the Upper Dublin Township Board of Commissioners has held a public hearing for the purpose of receiving comments and recommendations of interested individuals residing within the Township concerning the intent of Bedros, Inc. to transfer a liquor license into the Township.

NOW, THEREFORE, BE IT RESOLVED, that Bedros, Inc. has requested the approval of the Board of Commissioners of Upper Dublin Township for the transfer of Pennsylvania restaurant liquor license no. R-7070 from the Pennsylvania Liquor Control Board by way of Public Auction to Bedros, Inc. to be used in conjunction with restaurant facilities to be located at 1650 Limekiln Pike, Dresher, PA 19025 (the “Premises”) with the understanding that said transfer must be approved at a later date by the Pennsylvania Liquor Control Board; and

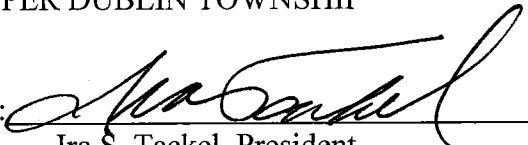
BE IT FURTHER RESOLVED, That the Upper Dublin Township Board of Commissioners held a properly advertised public hearing on February 12, 2019 pursuant to the notice provisions of Section 102 of the Liquor Code to receive comments on the proposed liquor license transfer; and

BE IT FURTHER RESOLVED, that the Upper Dublin Township Board of Commissioners hereby approves by adoption of this Resolution the proposed transfer of liquor license # R-7070 into Upper Dublin Township to a restaurant to be operated by Bedros, Inc. and to be located at 1650 Limekiln Pike, Dresher, PA

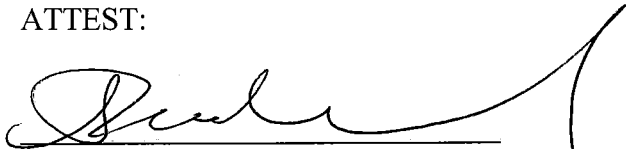
BE IT FURTHER RESOLVED that the proposed license transfer is subject to approval by the Pennsylvania Liquor Control Board.

RESOLVED, this 12<sup>th</sup> day of February, 2019.

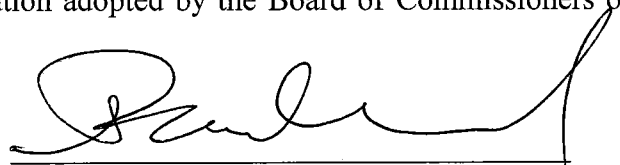
BOARD OF COMMISSIONERS OF  
UPPER DUBLIN TOWNSHIP

By:   
Ira S. Tackel, President

ATTEST:

  
Paul A. Leonard, Township Manager/Secretary

I hereby certify that I am the Secretary of Upper Dublin Township and that the foregoing is a true and correct copy of the original resolution adopted by the Board of Commissioners of the Township on February 12, 2019.

  
Paul A. Leonard, Township Manager/Secretary  
Upper Dublin Township

Date: February 12, 2019

RESOLUTION

No. 19-2322

A RESOLUTION OF UPPER DUBLIN TOWNSHIP  
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA,  
APPROVING THE TRANSFER OF RESTAURANT  
LIQUOR LICENSE # R-5881 INTO UPPER DUBLIN TOWNSHIP FROM  
ANOTHER LOCATION IN MONTGOMERY COUNTY, PENNSYLVANIA

WHEREAS, Act 141 OF 2000 (the Act”), authorizes the Pennsylvania Liquor Control Board to approve, in certain instances, the transfer of restaurant liquor licenses across municipal boundaries within the same county regardless of the quota limitations provided for in Section 461 of the Liquor Code provided sales of liquor and malt or brewed beverages are legal in the municipality receiving the license; and

WHEREAS, the Act requires the applicant to obtain from the receiving municipality a resolution approving the inter-municipal transfer of the liquor license prior to an applicant’s submission of an application to the Pennsylvania Liquor Control Board; and

WHEREAS, the receiving municipality, upon request for approval of an inter-municipal transfer of a license, must hold at least one public hearing for the purpose of receiving comments and recommendations of interested individuals residing within the municipality concerning the applicant's intent to transfer a license into the municipality; and

WHEREAS, following the public hearing the municipality may approve the request by adopting a resolution; and

WHEREAS, sales of liquor and brewed beverages associated with a restaurant use are legal in Upper Dublin Township; and

WHEREAS, the Upper Dublin Township Board of Commissioners has held a public hearing for the purpose of receiving comments and recommendations of interested individuals residing within the Township concerning the intent of Acme Markets, Inc. to transfer a liquor license into the Township.

NOW, THEREFORE, BE IT RESOLVED, that Acme Markets, Inc. has requested the approval of the Board of Commissioners of Upper Dublin Township for the transfer of Pennsylvania restaurant liquor license no. R-5881 from Lower Providence Township to be used in conjunction with restaurant facilities to be located at 1825 Limekiln Pike, Dresher, PA 19025 (the “Premises”) with the understanding that said transfer must be approved at a later date by the Pennsylvania Liquor Control Board; and

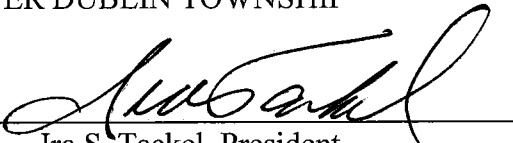
BE IT FURTHER RESOLVED, That the Upper Dublin Township Board of Commissioners held a properly advertised public hearing on February 12, 2019 pursuant to the notice provisions of Section 102 of the Liquor Code to receive comments on the proposed liquor license transfer; and

BE IT FURTHER RESOLVED, that the Upper Dublin Township Board of Commissioners hereby approves by adoption of this Resolution the proposed transfer of liquor license # R-5881 into Upper Dublin Township to a restaurant to be operated by Acme Markets, Inc. and to be located at 1825 Limekiln Pike, Dresher, PA

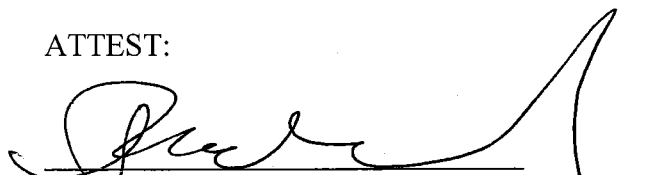
BE IT FURTHER RESOLVED that the proposed license transfer is subject to approval by the Pennsylvania Liquor Control Board.

RESOLVED, this 12<sup>th</sup> day of February, 2019.

BOARD OF COMMISSIONERS OF  
UPPER DUBLIN TOWNSHIP

By:   
Ira S. Tackel, President

ATTEST:

  
Paul A. Leonard, Township Manager/Secretary

I hereby certify that I am the Secretary of Upper Dublin Township and that the foregoing is a true and correct copy of the original resolution adopted by the Board of Commissioners of the Township on February 12, 2019.

  
Paul A. Leonard, Township Manager/Secretary  
Upper Dublin Township

Date: February 12, 2019

RESOLUTION NO. 19-2323

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE 2019 ROUND OF THE MONTCO 2040 IMPLEMENTATION GRANT PROGRAM**

Whereas, Montgomery County has established the Montco 2040 Implementation Grant Program as a competitive funding program to assist municipalities in implementing the goals of the county comprehensive plan, *Montco 2040: A Shared Vision*; and

Whereas, the County is accepting applications for projects that advance specific goals under either of the county comprehensive plan's three themes: Connecting Communities, Sustainable Places, and a Vibrant Economy; and

Whereas, applications and projects must meet all stated requirements within the Montco 2040 Implementation Grant Program Guidebook; and

Whereas, Upper Dublin Township wishes to obtain \$200,000 from the Montco 2040 Implementation Grant Program to provide funding for the construction of a trail system and neighborhood connectors at Twining Valley, a Township-owned property being converted from a golf course to a park, to increase access to and walkability of the property; and

Whereas, Upper Dublin Township has committed up to \$40,000 as a local match to the Montco 2040 Implementation Grant Program funding.

Be it RESOLVED, that the applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President of the Board of Commissioners as the officials to execute all documents and agreements between the Township of Upper Dublin and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin of Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held February 12, 2019 and said minutes has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

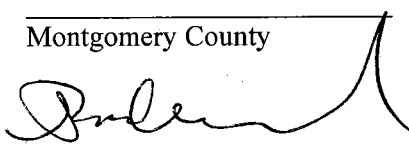
IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin, this 12th day of February, 2019.

Township of Upper Dublin  
Name of Applicant

Board of Commissioners  
Upper Dublin Township

By:   
Ira S. Tackel, President

\_\_\_\_\_  
Montgomery County



Secretary, Paul A. Leonard

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 19-2324**

**A RESOLUTION APPROVING THE UPPER DUBLIN  
TOWNSHIP MUNICIPAL AUTHORITY'S PROPOSED METHOD  
OF ASSESSMENTS FOR 2019 FOR BUSINESS IMPROVEMENTS  
AND CHARGES FOR ADMINISTRATIVE SERVICES**

**WHEREAS**, the Upper Dublin Township Municipal Authority (the "Authority") is a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania pursuant to the Municipality Authorities Act of 1945, as amended, 53 Pa. C.S.A. §§ 5601-5623, (the "Act"), having been duly organized by the Township of Upper Dublin, Montgomery County, Pennsylvania (the "Township"); and

**WHEREAS**, pursuant to the Act, the Authority must submit a plan for business improvements and administrative services, together with estimated costs and the proposed method of assessments for business improvements and charges for administrative services, to the Township; and

**WHEREAS**, the Authority adopted a Business Improvement Plan and Budget for 2019 through the adoption of Resolution No. MA-18-0008 and Resolution No. MA-18-0007, respectively, on December 7, 2018; and

**WHEREAS**, the Board of Commissioners of Upper Dublin Township approved the Authority's Business Improvement Plan and Budget for 2019 by Resolution No. 18-2316, on December 11, 2018; and

**WHEREAS**, the Authority has approved and adopted a method of assessments for 2019 which is consistent with the requirements of the Act and the terms of the approved Business Improvement Plan, by Resolution No. MA-19-0009, dated February 1, 2019, attached hereto as Exhibit A (the "Authority Resolution"); and

**WHEREAS**, the Authority has submitted its proposed method of assessments for 2019 to the Board of Commissioners of Upper Dublin Township for its review and approval.

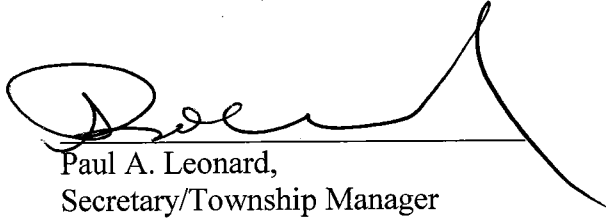
**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Upper Dublin Township, that the Upper Dublin Township Municipal Authority's 2019 proposed

method of calculating assessments, as set forth in Authority Resolution No. MA-19-0009, attached as Exhibit A, is hereby approved.

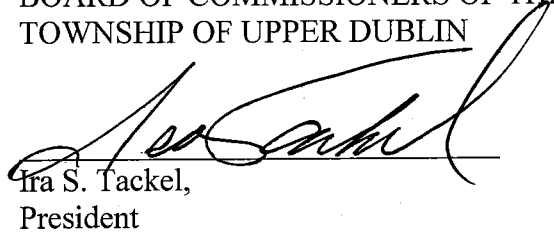
RESOLVED, this 12<sup>th</sup> day of February, 2019.

ATTEST:

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN



Paul A. Leonard,  
Secretary/Township Manager



Ira S. Tackel,  
President

Exhibit "A"

Upper Dublin Township Municipal Authority Resolution No. MA-19-0009

RESOLUTION

NO. MA-19-0009

**A RESOLUTION OF THE UPPER DUBLIN TOWNSHIP  
MUNICIPAL AUTHORITY IMPOSING ANNUAL  
ASSESSMENTS ON REAL PROPERTY WITHIN ITS  
SERVICE AREA.**

**WHEREAS**, the Upper Dublin Township Municipal Authority ("Authority") is authorized by the Municipality Authorities Act, 53 Pa. C.S.A. §§ 5601-5623 ("Act") to impose an assessment on each benefited property within a business improvement district for the purpose of providing for the payment of the expenses of the Authority, and the construction, improvement, repair, maintenance and operation of its facilities and properties, among other permitted purposes;

**WHEREAS**, the Authority adopted a Business Improvement Plan and Budget for 2019 through the adoption of Resolution No. MA-18-0008 and Resolution No. MA-18-0007, respectively, on December 7, 2018;

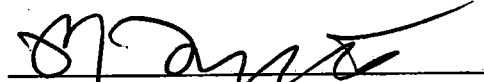
**WHEREAS**, in accordance with provisions of the Act, the Authority has calculated assessments on individual properties by multiplying the total improvement and service cost by the ratio of the 2019 assessed value for real estate tax purposes of the benefited property to the total assessed value of all benefited properties in the Service Area, as reflected by the records of the Montgomery County Board of Assessment Appeals as of January 1, 2019;

**AND WHEREAS**, this method of calculating assessments based on the Montgomery County assessed values of the properties as of January 1, 2019 has been used as specifically authorized by § 5607(d)(27)(i)(A) of the Act, for the purposes of determining reasonable and uniform rates of apportionment, and individual assessments shall not subsequently be adjusted as the result of any tax assessment appeals or settlements which are finalized after January 1, 2019.

**NOW, THEREFORE, BE IT RESOLVED** by the Board, that assessments be imposed upon the properties within the Service Area of the Upper Dublin Township Municipal Authority as set forth in the chart attached hereto at Exhibit "A".

**DULY PASSED** by the Board of Directors of the Upper Dublin Township Municipal Authority this 1st day of February, 2019.

APPROVED:

  
Robert Pesavento  
Chairperson

ATTEST:

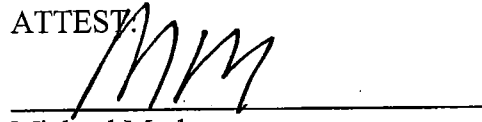
  
Michael Markman,  
Secretary

Exhibit "A"

2019 Assessment Property List





Upper Dublin Municipal Authority  
2019 Assessment Spreadsheet

Address	Parcel	Property Assessment	Owner	Attn	Street	City	State	Zip	2019 Assessment	Assessment on Debt	Assessment on Operations	debt service =	330000
455 W Pennsylvania Ave	54-00-13393-50-3	2,577,960	455 Office Assoc LP		885 Easton Rd Ste 250	Warrington	PA	18976	4,917.94	2,824.18	1,993.76		
467 W Pennsylvania Ave	54-00-13393-00-6	2,876,890	IRA PA MOB III LLC		1900 Main St Ste 375	Irvine	CA	92614	5,492.02	3,265.53	2,226.50		
471 W Pennsylvania Ave	54-00-13390-00-2	450,740	Elliott/Murray/Andrew Goldstein		471 W Pennsylvania Ave	Fort Washington	PA	19034	859.87	511.27	348.60		
475 W Pennsylvania Ave	54-00-13387-00-5	332,940	475 Pennsylvania Ave FW LLC	Attn: Mmscoll	645 Hamilton St Ste 500	Allentown	PA	18101	635.15	377.65	257.49		
515 W Pennsylvania Ave	54-00-04363-00-2	4,168,550	515 PA Ave LLC		330 Exeter Rd	Haverford	PA	19041	7,952.29	4,728.39	3,223.90		
535 W Pennsylvania Ave	54-00-08791-00-2	1,141,200	535 Penn Investments LLC		1040 Dekalb Pike	Blue Bell	PA	19422	2,177.05	1,294.46	882.59		
		290,928,160							555,000.00	330,000.00	225,000.00		
<b>Properties added for 2019</b>													
1759 Susquehanna Road	54-00-14839-00-2	3,112,060	Murwin Property Mgt Partnership		1752 Lincoln Pike	Dresher	PA	19025					
109 Bethlehem Pike	54-00-02377-00-6	242,260	Murray Goldstein		260 West Ballincore Pike	Media	PA	19063					
123 Bethlehem Pike	54-00-02197-00-8	85,460	Wilbert Family Partnership LTD		1231 Hoffman Road	Andler	PA	19062					

RESOLUTION NO. 19-2325

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania that

WHEREAS, BY VIRTUE OF Resolution No. 1519 adopted February 8, 1994, the Township of Upper Dublin declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved on December 16, 2008 as amended July 23, 2009, and,

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality; NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

POLICE DEPARTMENT

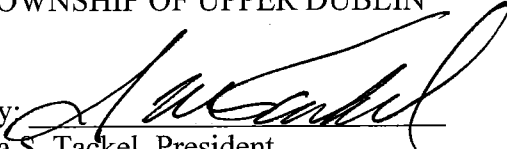
Arrest Cards	1965 - 1985
Arrest Logs	2013 - 2016
CDs	
Civilian Fingerprint Logs	1994 - 2014
Concealed Weapons Permits	2010 - 2013
Consent to Search Forms	2015 - 2016
Court Orders Expired	2006 - 2009
Criminal History Checks	1977 - 1982
Criminal History Log Sheets	1988 - 2006
Criminal History Checks	1996 - 2012
Custody Release Forms	2014 - 2016
Dare Grants	1995 - 2005
Detainee Intake Forms	2013 - 2016
Detainee Supervision Sheets	2013 - 2016
Detective Case Assignment Logs	1987 - 1994
Detention Area Inspection Logs	2010 - 2016
District Court Misc. Income Reports	2012 - 2014 / 2016
Entry Level Testing	2009 - 2013
Fire Alarm Inspections	2010 - 2016
Invoices	2010
Live Scan Logs	2010 - 2016
Live Scan Reimbursements	2004 - 2005 / 2014 - 2016
Local Criminal History Checks	1995 - 2011
Mug Shot Photo Negatives	1985 - 1998
Mug Shots (Photos)	1984 - 1969
NCIC / CLEAN Entries	2003 - 2006 / 2014
Parking Tickets	2012 - 2015
PENDOT Seizure Forms	2003 - 2016
PLGIT Grants	2000 - 2006

Police Vehicle Inspection Forms	2013 - 2018
Property Claim Receipts	2015 - 2016
Purchase Orders (Pink)	2011 - 2013
Record Requests	2014 - 2015
Solicitation Requests / Permits	2015
State Crash Reports	2010 - 2018
Time Cards	2011 - 2015
Traffic Citation Dispositions	8 Banker Boxes
Vehicle Lock Out Waivers	2013 - 2016
VHS Tapes	
Victim Services Forms	2014 - 2016
All Case Files (except for homicides, suspicious deaths and other cases deemed significant)	1973, 1976 - 1998

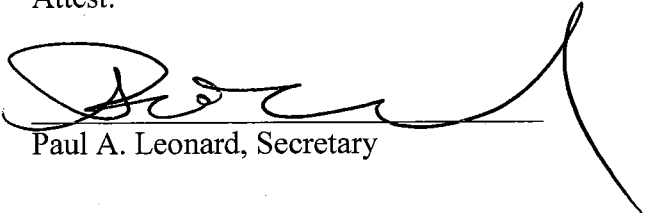
The above list represents (156) one hundred fifty-six cubic feet of documents.

ADOPTED this February 12, 2019.

BOARD OF COMMISSIONERS  
TOWNSHIP OF UPPER DUBLIN

By:   
Ira S. Tackel, President

Attest:

  
Paul A. Leonard, Secretary

UPPER DUBLIN TOWNSHIP  
BOARD OF COMMISSIONERS

RESOLUTION NO. 19-2326

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, That

WHEREAS, In 1872, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our township increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners does hereby proclaim April 26, 2019 as

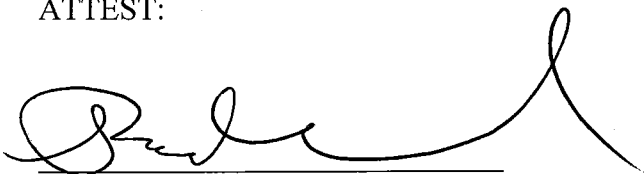
ARBOR DAY

in the Township of Upper Dublin, and urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

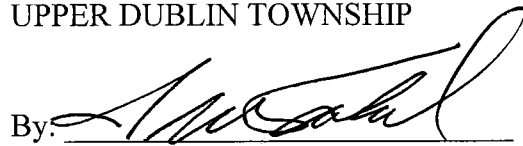
RESOLVED, this 12<sup>th</sup> day of February, 2019.

ATTEST:




Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS OF  
UPPER DUBLIN TOWNSHIP

By: 

Ira S. Tackel, President

 <p><b>pennsylvania</b> DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES</p>	<p><b>RESOLUTION PAGE</b></p>	<p><b>Commonwealth of Pennsylvania</b> www.dcnr.state.pa.us/grants</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------	----------------------------------------------------------------------------

<b>DCNR-2018-C2P2-19</b>	<b>Applicant Information (* indicates required information)</b>	
Applicant/Grantee Legal Name: <b>UPPER DUBLIN TOWNSHIP</b>	Web Application ID: <b>2000757</b>	
Project Title: <b>Camphill Road Trail Connection to the Cross County Trail</b>		

WHEREAS, **UPPER DUBLIN TOWNSHIP** ("Applicant") desires to undertake the project, "**Camphill Road Trail Connection to the Cross County Trail**" ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled "**Grant Agreement Signature Page**"; and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and


**NOW THEREFORE, it is resolved that:**

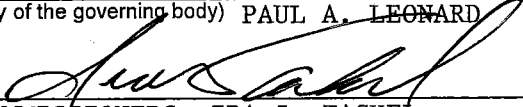
1. The "**Grant Agreement Signature Page**" may be signed on behalf of the applicant by the Official who, at the time of signing, has **TITLE** of "President of the Board of Commissioners".
2. If this Official signed the "**Grant Agreement Signature Page**" prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the "**Grant Agreement Signature Page**", signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "**TITLE**" specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS  
(Identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of this applicant, this 12TH day of MARCH, 2019

  
 Secretary (Signature of the Secretary of the governing body) PAUL A. LEONARD

  
PRESIDENT, BOARD OF COMMISSIONERS, IRA S. TACKEL

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 19-2328**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
UPPER DUBLIN TOWNSHIP RATIFYING AND APPROVING  
POLICE DISCIPLINE.**

**WHEREAS**, following an investigation, Deputy Chief Dan Wade concluded that disciplinary action of an unpaid suspension, forfeiture of leave time and training was appropriate for a Township Police Officer; and

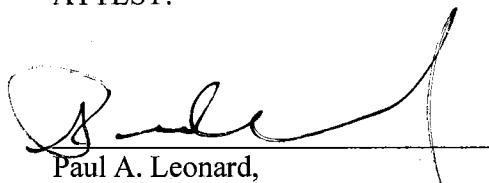
**WHEREAS**, the cited basis for this action is set forth in a statement of charges which has been reviewed by the Board; and

**WHEREAS**, after reviewing and considering the information compiled by Deputy Chief Wade, the Board of Commissioners (Board) concludes that the penalties identified by Deputy Chief Wade are appropriate, reasonable and in line with Departmental Policies; and

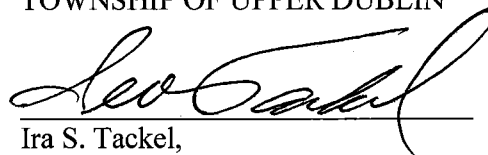
**WHEREAS**, the Board believes that the identified discipline is in the best interest of the Township and its Police Department.

**NOW, THEREFORE**, the Board of Commissioners of Upper Dublin Township hereby approves the statement of charges and the disciplinary action recommended by Deputy Chief Wade and authorizes him to effectuate the terms of this Resolution.

ATTEST:

  
Paul A. Leonard,  
Secretary/Township Manager

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN

  
Ira S. Tackel,  
President

3/12/2019  
Date

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS  
MONTGOMERY COUNTY, PA  
RESOLUTION NO. 19-2329

A RESOLUTION RECOGNIZING THE MONTH OF APRIL 2019 AS  
PENNSYLVANIA 811 SAFE DIGGING MONTH

WHEREAS, the month of April 2019 is recognized as "Pennsylvania 811 Safe Digging Month" across our Commonwealth, an initiative supported by Pennsylvania 811, a utility notification information center celebrating its 47<sup>th</sup> year of continuous service to the Commonwealth of Pennsylvania, and

WHEREAS, this unique service provides an easy to use one-call notification about excavation projects which may endanger workers and jeopardize utility lines while promoting workplace and public safety, reducing underground utility damage and minimizing utility service interruptions while protecting the environment, and

WHEREAS, the Pennsylvania One Call System began with only six utility companies in Western Pennsylvania and now serves more than 100,000 excavators and 3,600 critical underground infrastructure owners throughout the Commonwealth, and

WHEREAS the service annually receives more than 800,000 notification requests and transmits more than six (6) million notifications, providing protection to utility companies, their employees, customers, and the general public, and

WHEREAS, economic development throughout Upper Dublin Township and Pennsylvania is growing, and it is important to minimize the damage to underground utility lines, danger to workers, environmental pollution, and the loss of utility services, and

WHEREAS, we are thankful for the service provided by Pennsylvania 811 and encourage all residents, engineers, designers, excavators and homeowners to dial 8-1-1 at least three business days in advance of an excavation project such as planting a tree, installing a mailbox post, building a deck or swimming pool or replacing a driveway.


NOW, THEREFORE, BE IT RESOLVED that UPPER DUBLIN TOWNSHIP does hereby proclaim April 2019 as "Pennsylvania 811 Safe Digging Month" in UPPER DUBLIN TOWNSHIP.

RESOLVED, this 12<sup>th</sup> day of March, 2019.

BOARD OF COMMISSIONERS  
UPPER DUBLIN TOWNSHIP

By:   
IRA S. TACKEL, President

ATTEST:

  
PAUL A. LEONARD, Township Manager/Secretary

RESOLUTION NO. 19-2330

UPPER DUBLIN TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA

**A Resolution Proclaiming May 19 - 25, 2019 as Emergency Medical Services Week**

**WHEREAS**, Emergency Medical Services is a vital public service; and

**WHEREAS**, the members of Second Alarmer's Rescue Squad and Community Ambulance Association of Ambler are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

**WHEREAS**, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the Upper Dublin Township Board of Commissioners in recognition of this event do hereby proclaim the week of May 19 - 25, 2019, as EMERGENCY MEDICAL SERVICES WEEK. With the theme, *EMS Strong: Beyond the Call*, the Township encourages the community to observe this week with appropriate programs, ceremonies and activities.

**SO RESOLVED** this 9<sup>th</sup> day of April 2019.

BOARD OF COMMISSIONERS  
UPPER DUBLIN TOWNSHIP

By: 

IRA S. TACKEL, President

ATTEST:

  
PAUL A. LEONARD, Township Manager/Secretary

RESOLUTION NO. 19-2331

UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

A Resolution Proclaiming National Library Week, April 7-13, 2019

**WHEREAS**, libraries are more than book repositories, demonstrating the breadth and depth of all they offer to their communities, with opportunities for community engagement, learning and growth while delivering new services which more closely connect to residents and their needs;

**WHEREAS**, libraries throughout Pennsylvania have consistently served as valued and needed institutions, and library staffs and volunteers strengthen these centers by fueling their efforts to enhance the surrounding community;

**WHEREAS**, the Pennsylvania Library Association is the state's oldest and most diverse professional library organization serving libraries, library employees, library trustees, and Friends of the Library groups working to heighten awareness of the various tools and resources, such as STEM programming, workforce development and life planning tips libraries offer;

**WHEREAS**, collectively we recognize librarians as information professionals who provide expertise, services and guidance for patrons to access credible sources and material, making their own informed decisions about the worlds they navigate;

**WHEREAS**, librarians level the playing field for anyone who seeks information and access to technologies, particularly as society continues to transition the way in which information is shared and explored in the online world;

**WHEREAS**, the Pennsylvania Library Association's PA Forward initiative provides a collective voice for the state's libraries to tell their own stories, building capacity for the work they do with and for patrons through five literacies – Basic, Information, Civic and Social, Health and Financial – underscoring the importance of lifelong learning;

**WHEREAS**, Pennsylvania libraries support democracy and effect social change through their commitment to providing equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status;

**WHEREAS**, April 9 is National Library Workers Day, a day for all library staff, volunteers and supporters to highlight the immeasurable contributions made by libraries; April 10 is National Bookmobile Day, a day recognizing the importance of libraries being available beyond their physical structure; and April 11 is Take Action for Libraries day, a day which encourages everyone to recognize how libraries enhance communities and quality of life;

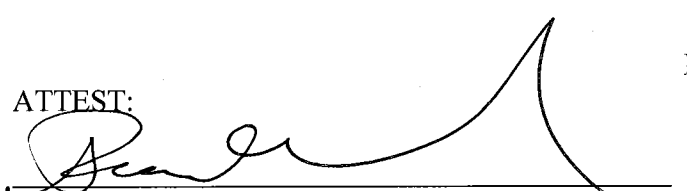
**NOW, THEREFORE, BE IT RESOLVED THAT** the Upper Dublin Township Board of Commissioners proclaim National Library Week, April 7-13, 2019 in Upper Dublin Township. Residents are encouraged to visit their local libraries this week and beyond, exploring all the libraries have to offer, realizing that literacy is power and that libraries provide the fuel to move Pennsylvania forward.

**SO RESOLVED** this 9<sup>th</sup> day of April 2019.

BOARD OF COMMISSIONERS  
UPPER DUBLIN TOWNSHIP

By:   
IRA S. TACKEL, President

ATTEST:

  
PAUL A. LEONARD, Township Manager/Secretary

DCNR-2018-C2P2-19

Applicant Information ( indicates required information)

Applicant/Grantee Legal Name: **UPPER DUBLIN TOWNSHIP**

Web Application ID: **2000743**

Project Title: **Twining Valley Property Conversion - Phase 1**

WHEREAS, **UPPER DUBLIN TOWNSHIP** ("Applicant") desires to undertake the project, "**Twining Valley Property Conversion - Phase 1**" ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled "**Grant Agreement Signature Page**"; and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

**NOW THEREFORE, it is resolved that:**

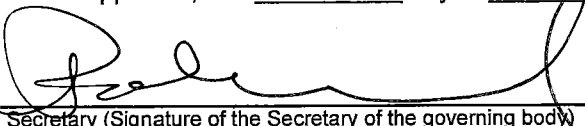
1. The "**Grant Agreement Signature Page**" may be signed on behalf of the applicant by the Official who, at the time of signing, has **TITLE** of "**Paul Leonard**".
2. If this Official signed the "**Grant Agreement Signature Page**" prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the "**Grant Agreement Signature Page**", signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "**TITLE**" specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

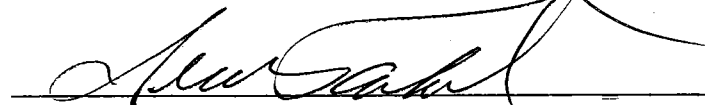
UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS

(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of this applicant, this 9TH day of APRIL, 2019.



Secretary (Signature of the Secretary of the governing body) **PAUL A. LEONARD**



**PRESIDENT, BOARD OF COMMISSIONERS, IRA S. TACKEL**

**UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS  
MONTGOMERY COUNTY, PA  
RESOLUTION NO. 19- 2333  
LAND DEVELOPMENT APPLICATION U.D. NO. 18-07 FOR PRELIMINARY/FINAL  
LAND DEVELOPMENT APPROVAL FOR THE SANDY RUN MIDDLE SCHOOL**

WHEREAS, Upper Dublin School District ("Developer") is the owner of a property located at 520 Twining Road, comprising approximately 30.8 acres of land (the "Property"); and,

WHEREAS, the Property is located in the A Residential Zoning District, and schools are a permitted use in that district; and,

WHEREAS, the Property will be developed pursuant to Preliminary Land Development Plans prepared by Terraform Engineering, LLC, dated November 9, 2018, last revised on January 22, 2019, consisting of sheets 1 through 47 (the "Plans"), together with a Post-Construction Stormwater Management Report, prepared by Terraform Engineering LLC dated November 9, 2018 (the "Report"), all of which are incorporated herein by reference and expressly made a part hereof; and

WHEREAS, the Developer desires to obtain preliminary/final land development approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary/final approval of the land development as shown on the Plans subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.
2. The development shall be constructed in strict accordance with the Plans, the comments and details on the Plans, the Report, the terms and conditions of this Resolution, and the terms and conditions of a Land Development Agreement between the Developer and the Township, in a form to be approved by the Township Solicitor and entered into prior to recording of the final plans.
3. The Developer will provide security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements and landscaping shown on the Plans.
4. All utilities serving the structures proposed to be built on the Property shall be placed underground.
5. The Township hereby approves waivers as requested from the Developer's engineer, Terraform Engineering, LLC, by letter dated January 22, 2019, and attached as Exhibit 'A'.
6. The Developer shall comply with all conditions set forth in the review letter of the Township Engineer, Tom Fountain, dated February 17, 2019, attached as Exhibit 'B'.

7. The Developer shall comply with all conditions set forth in the review letter of the Township Landscape Consultant, Land Concepts, dated January 29, 2019, except as modified herein, attached as Exhibit 'C'.
8. The Developer shall comply with all conditions set forth in the review letter of the Township Lighting Consultant, Stubbe Consulting, dated November 26, 2018, except as modified herein.
9. The Developer shall comply with all conditions set forth in the review letter of the Township Fire Services Department, except as modified herein.
10. Developer shall provide to the Township Engineer for his approval the legal descriptions for the easements and rights of way, prior to the Plans being recorded.
11. All roadways within the site shall be undedicated, to be owned and maintained by the Developer.
12. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.
13. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.

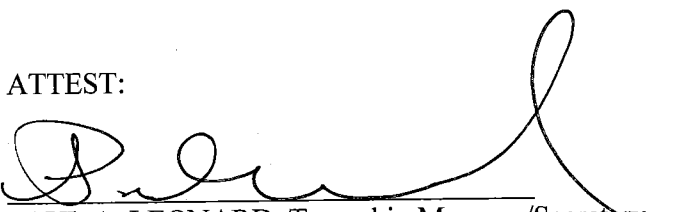
Approved by the Board of Commissioners of Upper Dublin Township this 9<sup>th</sup> day of April, 2019.

UPPER DUBLIN TOWNSHIP

By:

  
IRA S. TACKEL, President

ATTEST:

  
PAUL A. LEONARD, Township Manager/Secretary



January 22, 2019

Upper Dublin Township  
801 Loch Alsh Avenue  
Fort Washington, PA 19034-1697

Re: Sandy Run Middle School  
Waiver Requests  
Terraform No.: 18013

Ladies and Gentlemen,

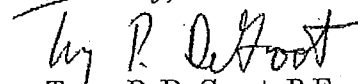
On behalf of the Upper Dublin School District (UDSD) we are submitting the following waiver requests for the Sandy Run Middle School project:

1. A waiver is requested from Section 212-23.A to allow topsoil removal from the site. We do not believe that the site contains sufficient area to place the topsoil that will be stripped for construction.
2. A waiver is requested from Section 212-32.E.(1)(h) from providing the location, diameter, and species of all existing individual trees with trunks eight inches or greater on the site. We request a waiver to work with the Township's landscaping consultant to put information he deems necessary on the plan, but otherwise not provide all the information required by ordinance.
3. A waiver is requested from Sections 212-32.F.(1)(a)[2][e] and 212-32.F.(1)(b)[1], which require that street trees be provided along the proposed driveway from Twining Road to Audubon Road. Trees are provided along this driveway where possible. However, trees cannot be planted to satisfy this requirement because of the location of the parking lots and synthetic turf field. Therefore, a waiver is requested to allow a reduction of these street trees to ???.
4. A waiver is requested from Section 212-32.F(4)(c) which requires a maximum of 12 parking spaces permitted in a row without a landscape island. The proposed design utilizes landscape islands between the bays of parking as an alternative to placing the islands every 12 parking spaces. This actually creates more landscape area than the ordinance requirement and provides easier maintenance for the school. Therefore, we request a waiver to allow for the landscape area to be placed between the parking bays in the place of the requirement for a landscape island between every 12 parking spaces in a row.
5. A waiver is requested from Section 212-32.F.(8).(c) which requires a 100 foot planted water course buffer along the Sandy Run. The site currently has a driveway and athletic fields that fall within this area and which the school district would like to continue use of.

6. A waiver is requested from Section II.A.1.i of the Engineering and Construction Standards, which requires all new private streets to be constructed to residential street standards. This would require the cartway of the school driveway to be 30 feet. The school believes that 25 feet is sufficient and therefore requests a waiver to construct their driveway with a cartway width of 25 feet.
7. A waiver is requested from Section II.A.2.b.(1) of the Engineering and Construction Standards, which refers to AASHTO design standards and which the vertical curve at section 23+85 is indicated as being too short. We would note that the vertical curve at 23+85 is provided longer than the existing condition in this same location. Therefore, we request a waiver to permit the construction of the vertical curves on the driveway as indicated on the current design.
8. A waiver is requested from Section II.A.2.b.(4)(a) of the Engineering and Construction Standards, which requires a minimum centerline radius of 150 feet. The outer driveway loop has one horizontal centerline radius of 87.5 feet in the northwest corner around the synthetic turf field. The turning templates verify that this works for the vehicles utilizing this site. Therefore, we request a waiver to permit the horizontal curves on the driveway as indicated on the current design.
9. A waiver is requested from Section II.A.2.c.(7) of the Engineering and Construction Standards, which requires that all approaches to an intersection shall not exceed a slope of 4% for a distance of 100 feet measured from the nearest right of way line of the intersecting street, along the centerline of the street. The current design has a loop driveway slope of 5.6% and the loading dock driveway slope of 5.7%, which is slightly flatter than the existing driveway condition in this area. Please also note that Audubon Road exceeds this 4% slope as well. Therefore, we are requesting a waiver to allow the driveway to be constructed as depicted on the current design, which is greater than the 4% slope.
10. A waiver is requested from Section II.C.3.e of the Engineering and Construction Standards, which requires all storm sewer piping have a minimum of two feet of cover from outside of bell to finished grade. Specifically, we are requesting a waiver to allow a minimum cover of less than 2' at the pipe leaving Inlet A1 (1.42'), the pipe leaving Inlet A14 (1.55'), the pipe leaving Inlet A27 (0.57'), the pipes entering and leaving Inlet A28 (1.56'), the pipe leaving Inlet B7 (1.75'), the pipes into Inlet B25 (1.75'), and the pipe leaving Inlet B26 (1.75').

We look forward to discussing this proposed project with you at the February Upper Dublin Township Planning Commission Meeting. Should you have any questions, or require additional information, please contact me at (484) 895-4632.

Sincerely,

  
Terry P. DeGroot, P.E.  
Principal

cc: Robin Breslin, BRFA  
Brenda Bray, UDSD  
M. Arif Fazil, DEI

Upper  
Dublin

801 LOCH ALSH AVENUE  
FORT WASHINGTON, PA 19034-1697  
Phone: (215) 643-1600  
Fax: (215) 542-0797  
www.upperdublin.net



IRA S. TACKEL  
*President*

February 17, 2019

RONALD P. FELDMAN  
*Vice President*

Upper Dublin School District  
1580 Fort Washington Avenue  
Maple Glen, PA 19002

REBECCA A. GUSHUE

LIZ FERRY

ROBERT H. MCGUCKIN

GARY V. SCARPELLO

RE: UPPER DUBLIN SCHOOL DISTRICT-REVIEW #2  
SANDY RUN MIDDLE SCHOOL-LAND DEVELOPMENT  
UD #18-07

MEREDITH L. FERLEGER

PAUL A. LEONARD  
*Township Manager*

To whom it may concern:

GILBERT P. HIGH, JR.  
*Solicitor*

Upper Dublin Township has received and reviewed revised plans for Land Development Approval for the Sandy Run Middle School at Twining Road and Limekiln Pike. We offer the following comments and requests regarding this plan:

*Preliminary Land Development Plan Sandy Run Middle School, Sheets 1-47, last revised January 22, 2019, as prepared by Terraform Engineering, LLC.  
Response letter, dated January 22, 2019 (including waiver requests)*

**SUBDIVISION ORDINANCE REQUIREMENTS**

1. Section 212-15.A. (2) – Streets shall be arranged in a manner to meet with the approval of the Board of Commissioners. The plans indicate that school busses will enter and exit via Audubon Drive, the Board should decide if this route is acceptable.
2. Section 212-15.A (4)- This section requires full-width grading and other improvements along the frontage roads. Traffic consultants for the applicant and Township are resolving design issues to present to PennDOT.
3. Section 212-23. A - A note shall be added to the Record Plan stating that no topsoil shall be removed from the site or used as spoil. Topsoil must be redistributed on the site uniformly. We noted the cut/fill sheet provided by the engineer appears to depict excess fill of 12,000 CY to be exported off the site. Prior to export, the Township requests notification and review of the receiving site.
4. Section 212-24.B.(2) – Drainage easements shall be required along natural watercourses to a minimum width of 25 feet from the centerline. The applicant and Township agree to a blanket easement providing access for all drainage areas, watercourses, and stormwater management areas.

5. Section 212-32.F.(8).(c) – Water course buffers are required along all permanent and intermittent streams and watercourses where they cross a property. Where existing healthy vegetation exists it must be retained. It must be supplemented per the requirements of this chapter. WAIVER REQUEST - A 100 planted foot buffer is required for the Sandy Run Creek.
6. Section 212-43.C.(1)(a) – WAIVER REQUEST - The width of existing road cartways should be shown. Also, geometry information for the internal driveway and building layout should be shown such as centerline courses and distances; and building dimensions.

#### **Stormwater Management Ordinance Comments**

7. Section 206-32 – The Applicant is responsible for any and all other required reviews, approvals and permits from all outside agencies (i.e. MCCD for E&S and NPDES, PADEP, PennDOT, etc.).

#### **Engineering and Construction Standards**

- ⑧ Section II. A. 1.i – WAIVER REQUEST - All new private streets are required to be constructed to residential street standards. The minimum required cartway width is 30 feet, the plans show a cartway width of 25 feet.
9. Section II. A. 2. b. (4)(a) – WAIVER REQUEST - The minimum horizontal radius is 150 feet. The radii and geometry of all streets should be shown to demonstrate compliance.
10. Section II. A. 2. c. (5) – Sight distances at the intersections with existing streets shall be established in accordance with PennDOT design standards. A note shall be placed on the plans requiring the developer / property owner to maintain the sight distance standard.
11. Section II. C. 3. e – WAIVER REQUEST - All storm sewer piping shall have a minimum of two feet of cover from outside bell to finished grade. The pipes at the following inlets have less than 2.0 feet of cover: A1, A7, A9, A10, A14, A27, A28, B1, B2, B7, B11, B16, B17, B19, B20, B25 and B26.

#### **General Plan Comments**

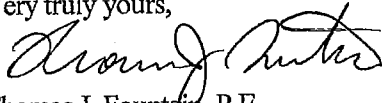
12. Shop drawings should be submitted to the Township Engineer for review and approval prior to construction.
13. Note 2 on sheet 2 indicates the survey was done without the benefit of a title report. Since easements are required to be shown, we recommend the surveyor review a current title report and document all existing easements, restrictions, right-of-way, etc. that may exist and burden the subject tract.
14. The developer/applicant has been advised that the potential for blasting permits, and utility coordination in the vicinity of the deep cuts, will be monitored and may require reports during construction.
15. Complete retaining wall construction details are in process and will be provided prior to permitting for the wall construction.

16. PennDOT permitting, left-turn lanes, and other traffic coordination items are being discussed and resolved between the traffic consultants for the Township and Applicant.

**RECOMMENDATION: FURTHER REVIEW**

The items noted in this letter should be addressed to the Township's satisfaction. If you have any questions, please do not hesitate to call.

Very truly yours,



Thomas J. Fountain, P.E.  
Upper Dublin Township

cc: Paul Leonard, Township Manager  
Richard Barton, Township Zoning Officer  
Upper Dublin Police Department  
Jack Smyth, Transportation Consultant  
Rick Collier, Landscaping Consultant  
Joe Fielder, Township Code Officer  
Gil High, Township Solicitor  
Tim Schuck, Township Fire Marshal  
Alan Greve, Environmental Protection Advisory Board  
Steve Stone, Shade Tree Commission

EXHIBIT "C"

**LANDSCAPE REVIEW #2**

**MEMO TO:** Tom Fountain, P.E.  
Rick Barton, AICP  
Upper Dublin Township

**FROM:** Rick Collier, FAICP, ASLA  
Dave Cavanaugh, RLA, ASLA  
*LandConcepts*

**DATE:** January 29, 2019

**Re:** Sandy Run Middle School  
Preliminary Land Development  
Landscape Plan Review  
UD #18-07

---

Per your request, we have reviewed the proposed land development application for this property and the Code requirements for landscape compliance.

We have reviewed the plans based on the Township Code - Chapter 212-32 and 255-243 et. seq. The landscape plan reviewed include Sheet 29 of 47 (C602) prepared by Terraform Engineering, LLC, revised 1-22-19. Other landscape details and specifications are located on other sheets in the plan set.

Responses to prior review comments noted in blue.

**a. Section B – General Landscape Requirements**

Section B. (4) requires that all Landscape Plans be prepared and sealed by a landscape architect registered by the Commonwealth of PA. This information needs to be provided. Consultant will sign & seal final Landscape Plan.

Section B. (7) – As planting details and specifications are provided throughout the plan set, it is requested sheet number for these be added to reference these requirements (e.g., planting details on Sheets C802, C901). Also, complete Landscaping Note 9 for seeding specifications. This allows bidders and contractors to find and follow the specifications. Notes #9 and 11 were modified or added accordingly.

**b. Section E. – Required Information on the Landscape Plan**

Section (1) (a) A location map needs to be added to Sheet C602, as required. It can be a copy of the Zoning Map on Sheet C101 as zoning information is required. Added and acceptable.

Section (1) (b) Setback lines are required and should be added as shown on other sheets (Sheet C301). Buffer and r-o-w lines have been added; building setback lines need to be added.

Section (1) (h) Existing trees are to be shown on the plan including location, diameter and species. Sheet C101 has location and diameter, but except for a few labels (e.g., pine), species names are not identified, as required. Note: This inventory can be limited to the areas where construction and site improvements are proposed and a waiver requested and supported in other areas such as between Twining Road and Sandy Run. A waiver was requested to focus on impacted areas and is supportable.

Section (1) (i) A schedule of existing tree 8" or greater that will be removed must be provided with the required information (e.g., name, sizes, etc) per this section. This information is needed for the Tree Replacement requirements noted below. To be provided later and remains a requirement.

Section (1) (k) Plans shall be drawn to a scale of not less than 1"=40' for clarity. The scale of these plans is 1"=60'. Waiver request is supportable.

Section (1) (o) Notes and specifications are required for planting and lawn (seeding) areas. Landscaping Note 9 should be completed and cross references added to other sheets (e.g. E&S Control sheets) where this information is provided. See also Section F. (7) below. Notes #9 and 11 are acceptable.

Section (1) (p) A Tree Protection Fence detail is provided (Sheet C901), but the locations of its use needs to be added to the plan. TPF has been added to plans and legend.

Section (1) (r) A partial table is provided as Landscaping Calculations. This should be modified to add missing categories (e.g. Tree Replacement, Section H). It also needs to be modified to add graphic symbols, as required, to indicate which plant materials satisfy which categories. This can be graphic tree symbols or by adding other symbols (e.g., +, &, #) to the plant abbreviations (e.g., TC) indicating the category such as Street Tree, Softening Buffer, etc. Tables are sometime submitted with further detailed to show calculations (e.g., 400 feet of road/40-foot spacing = 10 trees). The revised calculations table overall is acceptable. A Tree Replacements section needs to be added later; it remains a requirement.

**c. Section F. -- Specific Plant Requirements**

**F. (1) Street Trees** – Street trees are required along existing street and access driveways to non-residential developments. Street trees have been shown along the public roads (Twining Road and Limekiln Pike). These calculations are correct and

species acceptable. Note the one existing tree along Limekiln Pike to be counted needs to be identified and condition noted to count (Section (b) [4]). The count and species are acceptable. Noted that the one existing tree along Limekiln Pike will be removed and a new tree planted.

It is noted there are gaps in Street Trees along Twining Road. This appears to be 1) where there is existing tree cover, and 2) where trees may interfere with athletic facilities. For both conditions, this is acceptable as the required number is provided and uniform spacing is not required. Spacing is acceptable.

Per Section (b) [3], Street Trees must be planted at least 40 feet from the intersection of the curbs. It is noted that the Street Trees flanking the fire access from Twining Road are less than 40 feet and should be shifted. Revised locations are acceptable.

Per Section (a) [2] [e] and (b) [1], the access driveway from Twining Road connecting to Audubon Drive requires Street Trees on both sides per the Code. Note the travel aisles in the parking lots are excluded. Given some space limitation per the proposed site plan, if the full complement of trees cannot be placed on each side, a **waiver** might be requested for that portion of them and such **waiver** may be supportable. Note: If existing trees are to be counted, they must be shown and identified by species, size and condition. Per Code, they must be healthy, >8 inches, and within 20 feet of the curb face. The access drive Street Trees are fewer than required due to space limitations and use restrictions (e.g., sports fields). The number provided is 74 and the number required is 85 (net -11). The species and spacing are acceptable. A **waiver** was requested. Alternatively, see Section F. (8) below.

Per Section (c) [1], notes regarding clearance height and side branching should be added to the Landscaping Notes on the Landscape Plan. Note is acceptable.

**F. (2) Softening Buffer** – These buffers are required where the development abuts the homes on Martin lane and the adjacent golf course as these are side and rear yards. The portions of the property line where opaque fences have been installed do not require a Softening Buffer as such fences with landscape are considered Screen Buffers and take precedence. The remaining boundary lines have short supplemental sections of Softening Buffer per the Code formula or rely upon existing vegetation.

Based on a site visit, there are longer stretches than shown that require supplemental buffer. Where existing vegetation is to be used for the buffer, the trees meeting the requirement need to be qualified as to species and condition. From a casual observation, there appear to be sufficient mature, healthy trees but inadequate shrubs as most of the shrub layer is overgrown scrub, vines and mostly invasive species. The addition of this buffer and the calculations are correct. A compliant buffer requires trees (existing or new) and shrubs. Existing trees are to be inventoried and assumed will be documented as adequate in number and good condition when the inventory is completed and submitted. The shrub additions are acceptable, and the species are on the Township list. If the consultant wishes to specify suitable native,

deer resistant species (on or not on the Twp. list) rather than non-native species, a waiver from the list is supportable.

**F. (3) Screen Buffer** – A Screen Buffer is not required except in the case of loading and outdoor storage areas as shown on the Plan along the interior driveway near the connection to Audubon Drive. A wall is shown which is acceptable but details of that wall, including dimensions and materials should be provided for review. In addition, any other walls or fences should have similar details provided. A buffer is shown as all shrubs (74 evergreens) as the retaining wall cannot structurally permit trees and their root systems. There is also a gas line along the property line. Depending on the neighbors' viewpoints, it is also possible to install fence with shrubs that would meet the Code requirements. The applicant may wish to explore this option. If the fence option is not acceptable to the neighbors and given the site constraint and the wall (height 1+ to 14+ feet), a waiver can be considered. If the consultant wishes to specify suitable native, deer resistant species (on or not on the Twp. list) rather than non-native species, a waiver from the list is supportable.

A Screen Buffer east of Audubon Drive is incomplete. Combining some shrubs with the existing fences is acceptable.

The proposed gates are shown (Sheet C903) and the loading/storage area layout is provided (Sheet C304). They are acceptable. The applicant is requested to provide details of the wall as to height and finish (brick, stucco) and any landscape. This information was not found on the referenced sheets (Sheets C903, C304), and noted as being provided as developed.

**F. (4) Parking Area Landscape** – Interior parking lot green space for parking lots greater than 5,000 square feet (s.f.) must have a minimum landscape area of 10%. The plans indicate that this is met at 17.62%. The green space was recalculated to 11.55% which meets the required percentage.

The required number of trees per the Code (1 tree per 10 spaces) are shown on the plan based on 220 parking spaces (200 cars and 20 buses). The total number of trees shown is 23 which meets the requirement. Note the numbers in the Landscaping Calculations table (23) does not match the Plant Material List (13) for the species. It is recommended that they not be all one species and variety can be more attractive but is valuable in cases where disease attacks that species (e.g., ash). The required number of trees (22) are provided and with two species. The consultant might consider some groupings of the species in the islands rather than alternating.

Per Section F. (4) (c), a maximum number of 12 parking spaces shall be permitted in a row without a landscape island. Sizes of those islands are noted in the Code. All of the parking rows except one exceed the 12 space limit and should be modified to meet Code. The long islands between the bays provide area for trees. The Code requires perpendicular islands to break up long rows of spaces. The shade objective is achieved; however, the row length limit of 12 has not. The values of easier

maintenance and maximum number of parking spaces are understood. The **waiver** request is referred to the Township Engineer.

#### **F. (6) Individual Lot Landscaping**

Lot landscaping is required by Code at a ratio of one shade tree per 5,000 square feet of gross floor area. The calculation for this should be 43 allowing for rounding up and adjusted in the Planting List. The use of tree equivalents (2 flowering trees for 1 shade tree) up to 50% is acceptable per Section F. (6) (c) [2]. The calculation is correct and the use of tree equivalents is acceptable.

The Red Maples shown are called out for this category, although they look more like Street Trees needed for the requirement for driveways. The plan should be revised to account for the Street Tree comments above and relocation of the required 23 trees for this category. This comment was addressed.

The applicant may wish to consider a change in species given that native Dogwood and Redbud are often overly stressed in direct sun. Comment remains.

Per Section F. (6) (c) [1], trees in this category must be 3" caliper and are indicated as lesser size. Flowering trees used as tree equivalents should meet the Code size requirements per the Township Recommended plant list. This comment was addressed.

#### **F. (7) Landscaping on Slopes**

Sodded lawn and/or ground cover planting are required on slopes in excess of 25%. Based on the grading shown, there appear to be slopes in the category requiring this planting. The applicant is asked to address this. A **waiver** has been requested to seed the steeper slopes. It is assumed erosion control matting or similar will be used with seeding. This request relates to E&S control and referred to the Township Engineer.

#### **F. (8) Watercourse Buffers**

A Watercourse Buffer is required and at a width of 100 feet each side of the Sandy Run per the Code. The Code requires retaining a healthy vegetation and supplement to meet the requirements. Much of this stream through the school property is wooded.

There are gaps that should have some supplemental plantings based on the specifications. The Code requires for each 100 linear feet (l.f.) of stream edge, 2 shade trees, 4 understory trees, 15 shrubs and ground cover to 70% coverage. Where the required width cannot be achieved as in the case with athletic field conflicts, a **waiver** may be requested and supported. It is recommended that the maximum possible width be attained. Note: This is especially important to the Township given the ongoing Water Quality Improvement Plan (WQIP) of which the Township is a part with other (12) municipalities and which includes the Sandy Run. The applicant has request a **waiver** of this requirement. In cases where the 100-foot buffer extends into existing and needed uses,

including driveway and athletic facilities, the request is reasonable and a **waiver** is supportable.

On the opposite (Twining Rd.) side, the area is naturalized, and some additional planting meets a valid and important environmental goal related to water quality, stream buffers, and habitat. It is recommended that consideration should be given to a **Partial Waiver** with the request that the Street Trees that cannot be fit along the driveways (Section F. (1)) be planted here as a supportable alternative. Some meadow overseeding can also be done and counted. Tree equivalents may be used up to 50% which is consistent with other parts of the Code. Such planting supports the Township's MS4 program and anticipated recommendations of the draft WQIP.

**d. Section G. Preservation and Protection of Existing Trees**

This section of the Code encourages preservation and protection of existing healthy trees and shrubs to the extent possible. Areas where individual or tree masses are to be preserved should be protected with fencing as noted in the section above. This comment addressed.

**e. Section H. Tree Replacement**

Tree preservation and replacement information is based on an inventory of what exists on site before the project and what needs to be removed. It is based on trees that are 8" diameter or more. The Code allows up to 25% to be removed with no replacement. Greater than 25% requires replacement based on ratios stated in the Code.

The inventory of existing trees is incomplete as noted above and is needed to determine if replacement trees are needed. This requirement will be reviewed with additional information requested in this review. The inventory is to be provided when completed; this will allow requirements and compliance to be assessed.

**f. Section I. Recommended Plant List**

All of the proposed plant materials selected for the plan is on the Recommended Plant List. Please note prior comments about diversity and alternative species that might better fit the site conditions. The selected species are on the Township plant list, but note comments about use of native species to the extent possible.

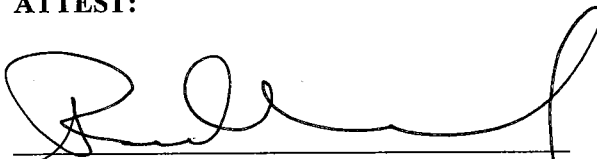
**RESOLUTION NO: 19-2334**

**BE IT RESOLVED**, by authority of the Board of Commissioners  
(Name of governing body)  
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

**ATTEST:**

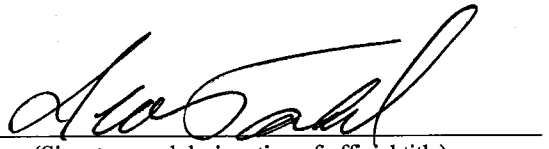
  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel  
(Name)

Upper Dublin Township  
(Name of MUNICIPALITY)  
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the  
Board of Commissioners, held the 9<sup>th</sup> day of April, 20 19  
(Name of governing body)

DATE: 4/9/2019

  
(Signature and designation of official title)  
Ira S. Tackel, President

## Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

### A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard Title : Township Manager  
 Municipal Name : Upper Dublin Township  
 Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034  
 Municipal Phone Number : (215) 643-1600 x3219 Alternative Phone Number : \_\_\_\_\_  
 E-mail Address : pleonard@upperdublin.net  
 Municipal Hours of Operation : 8:00am to 5:00pm; Monday through Friday

### B - Application Description

Location (*intersection*) : Limekiln Pike (SR 0152) and Twining Road

Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : 64-1064

Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_

Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : \_\_\_\_\_  
 If YES, provide locations of all signalized intersections in system.

\_\_\_\_\_

Explain the proposed improvements :

Install left turn lanes for both approaches; optimize timings and phasing; install new ADA curb ramps; and install APS.

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : 179399

### C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township  
 Phone # : (215) 643-1600 x3806 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

### D - Attachments Listing

- |                                                                              |                                                     |                                                               |
|------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input checked="" type="checkbox"/> Traffic Signal Permit                    | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                                    | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                        |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                               |
| <input type="checkbox"/> Traffic Signal Study                                | <input type="checkbox"/> Condition Diagram          |                                                               |

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5 )
- Exhibit "B": Recordkeeping (Sheet 4 of 5 )
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5 )

Printed Municipal Contact Name : Paul A. Leonard Date : 4/29/2019  
 Signed By : [Signature] Witness or Attest : [Signature]  
 Title of Signatory : Township Manager Title of Witness or Attester : Adm

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

**KNOCKDOWNS**

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

**TYPE OF REPAIR PERMITTED**

**EQUIPMENT FAILURE**

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (intersection):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 19-2335**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP AUTHORIZING THE EXECUTION OF A ENERGY SAVINGS PERFORMANCE CONTRACT AGREEMENT TO REPURPOSE 520 VIRGINIA DRIVE, UPPER DUBLIN TOWNSHIP, PENNSYLVANIA, FOR USE AS A PUBLIC LIBRARY AND OTHER MUNICIPAL PURPOSES, IN AN AMOUNT NOT TO EXCEED SEVEN MILLION FIVE HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED SEVEN DOLLARS AND NO CENTS (\$7,528,407.00)**

**WHEREAS**, the Township of Upper Dublin purchased 520 Virginia Drive, Upper Dublin Township, Montgomery County, Pennsylvania, on November 21, 2017, for the purpose of repurposing the existing 57,000 square foot building for use as a public library by the residents of Upper Dublin Township, and for other municipal purposes; and

**WHEREAS**, the relocation of the public library from the Township Administrative Services Building at 801 Loch Alsh Avenue to 520 Virginia Drive will enable Upper Dublin Township to repurpose that approximate 15,000 square foot space for much needed expansion of the administrative offices of Upper Dublin Township; and

**WHEREAS**, Upper Dublin Township was successful in obtaining a Keystone Grant in the amount of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) to offset the cost of repurposing 520 Virginia Drive; and

**WHEREAS**, Upper Dublin Township, through its consultant, D'Huy Engineering, Inc., solicited competitive proposals from pre-qualified Energy Services Companies; and

**WHEREAS**, D'Huy Engineering, Inc. has recommended that a Performance Contract Agreement be finalized and entered into with CM3 Building Solutions for a not to exceed price in the amount of Seven Million Five Hundred Twenty Eight Thousand, Four Hundred Seven Dollars and No Cents (\$7,528,407.00).

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Township of Upper Dublin hereby resolves that:

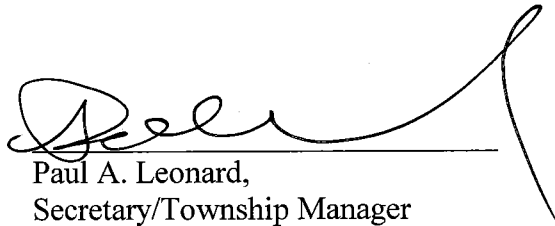
**Section 1.** The Township Manager and the President of the Board of Commissioners are granted signatory authority to finalize and execute a Performance Contract Agreement with CM3 Building Solutions, in a form substantially similar to the agreement attached to this resolution as Exhibit "A," and any other document required by the agreement, on behalf of the Township of

Upper Dublin and the Board of Commissioners, in a amount not to exceed Seven Million Five Hundred Twenty Eight Thousand, Four Hundred Seven Dollars and No Cents (\$7,528,407.00).

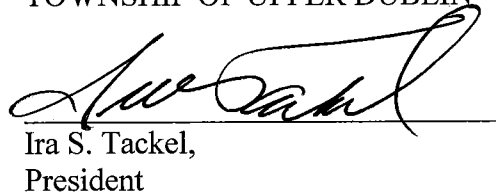
Section 2. The Township's Secretary is empowered, authorized and certified to declare, to all those inquiring, that any copy of this resolution is true and correct and duly adopted according to law by the Board of Commissioners. In making such declaration, the Township's Secretary shall affix the Seal of the Township of Upper Dublin to any such true and correct copy of this Resolution.

RESOLVED, this 9th day of April, 2019.

ATTEST:

  
Paul A. Leonard,  
Secretary/Township Manager

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN

  
Ira S. Tackel,  
President

“Exhibit A”

# PERFORMANCE CONTRACT AGREEMENT



## PERFORMANCE GUARANTEE PROGRAM

**NUMBER: PC19003**

### PARTIES

- |                  |                              |
|------------------|------------------------------|
| 1. OWNER         | Upper Dublin Township        |
| Address: Street  | 801 Loch Alsh Avenue         |
| City, State, Zip | Fort Washington, PA 19034    |
| 2. CONTRACTOR.   | CM3 Building Solutions, Inc. |
| Address: Street  | 185 Commerce Dr.             |
| City, State Zip  | Fort Washington, PA 19034    |

CONTRACT DOCUMENTS: Incorporated into this Agreement, as if set out in full, are the following documents and/or agreements, which are hereinafter collectively referred to as the "CONTRACT DOCUMENTS":

- Attachment A, ESCO Summary of Work and Costs, Outline Specifications and Drawings
- Attachment B, Cash Flow Analysis, Energy Accounting Baseline, Energy Savings Estimate
- Attachment C, Support Services Agreement
- Attachment D, Construction Progress Payment Schedule
- Attachment E, Insurance Certificate
- Attachment F, Baseline Adjustment Event log
- Attachment G, Measurement and Verification Protocol
- Attachment H, CM3 Building Solutions Performance and Payment Bonds
- Attachment I, Request for Proposals for Guaranteed Energy Saving Contract issued in December 2018 with its attachments A1, A2, A3 containing General Conditions, Supplementary Conditions, Drawings and Contract Requirements, Addenda Numbered 1 and 2
- Attachment J, PA Keystone Recreation, Park and Conservation Fund Grant Requirements

## ARTICLE 1 – DEFINITIONS AND INTERPRETATIONS

1.1 Definitions as used in the Agreement, the following terms shall have the following meanings:

“Agreement” means the Contract Document, all Scope Change Orders, and Attachments A through H, which by this reference is incorporated herein.

“Applicable Laws” means all laws, ordinances, judgments, decrees, injunctions, writs, rules, regulations, orders and interpretations of any Governmental Authority, including Applicable Permits, as may be in effect at the time of CONTRACTOR’S performance under the Agreement.

“Applicable Permits” means all Permits required to be obtained or maintained in connection with the completion of the Project.

“Contract Document” means this document consisting of Articles 1 through 17 and Attachments A through J.

## CM3 PERFORMANCE CONTRACT AGREEMENT / PERFORMANCE GUARANTEE PROGRAM

“Contract Price” shall have the meaning set forth in Article 4.1.

“CONTRACTOR” shall mean CM3 Building Solutions, Inc.

“Energy Accounting Baseline” is the period of time which defines the Baseline Usage and is representative of the facilities operations, consumption, and usage that is used as the benchmark for determining cost avoidance. Baseline Usage is the calculated or measured energy usage by a piece of equipment or a site prior to the implementation of the Energy Conservation Measures. Baseline physical conditions, such as equipment counts, nameplate data, and control strategies, will typically be determined through surveys, inspections, and/or metering at the site.

“Energy Baseline Adjustment” refers to a modification of the Energy Accounting Baseline. Said modifications include but are not limited to the following: The addition or removal of energy consuming equipment, modification of run hours, modification of light burn hours, length of billing period, modification of rate structure, variances in weather severity, modification of occupancy/usage of impacted buildings, reassignment of space, addition or removal of portable buildings, addition or removal of computers, modification of HVAC equipment, modification of kitchen procedures and replacement of metering equipment which impact energy consumption.

“Energy Conservation Measure” shall mean the installation of equipment or systems, or modification of equipment or systems as described in Attachment A.

“Facility” shall mean all buildings / sites identified in the Request for Proposal (RFP) issued by the OWNER and the Proposal submitted by CONTRACTOR responding to said RFP as detailed in Attachment A.

“Final Acceptance of the Work” shall mean the completion of the project installation included in Attachment A and signoff by both the OWNER and CONTRACTOR on all punch list items.

“Force Majeure Event” shall have the meaning set forth in Article 3.3.3.

“Guarantee Period” shall commence on the first (1st) day of the month following the date of final acceptance of the Work installed pursuant to this Agreement and shall terminate at the end of the Guarantee Period unless terminated earlier as provided for herein. The Term of this Guarantee Period is 20 years.

“Guaranteed Savings” is defined as the amount of avoided Energy and Operational Costs necessary to pay for the cost of the Work and Support Services incurred by OWNER in each Guarantee Year.

“Governmental Authority” means any federal, state, local, municipal or other governmental body or agency or subdivision thereof, including any legislative or judicial body, having or asserting jurisdiction over the OWNER, CONTRACTOR, or any of their respective agents or parent-corporation or over any part of all of the construction of the Facility on the Facility.

“Installation Period Savings” shall mean all energy and operational cost avoidance realized by OWNER that result from activities undertaken by CONTRACTOR prior to Final Retrofit Acceptance resulting in the start of Year One of the Guarantee Period, including any utility rebates or other incentives realized as a direct result of the installed energy conservation measures or Support Services provided by CONTRACTOR. Installation period savings will be applied toward the Guaranteed Savings for the First Guarantee Year.

“OWNER” shall mean Upper Dublin Township.

“Performance Guarantee” shall have the meaning set forth in Article 6.

### CM3 PERFORMANCE CONTRACT AGREEMENT / PERFORMANCE GUARANTEE PROGRAM

“Scope Change” means any addition to, deletion from, suspension of or other modification to the requirements of the Agreement which necessitates a change in one of more of the Contract Price, the Guaranteed Completion Date or the Project Schedule in accordance with terms of Article 10.

“Scope Change Order” means a written order to CONTRACTOR issued and signed by the OWNER after the execution and delivery of the Agreement authorizing a Scope Change and, if appropriate, an adjustment in one or more of the Contract Price, the Guaranteed Completion Date, the Project Schedule, the Guaranteed Savings or any other amendment of the terms and conditions of this Agreement.

“Scope Change Order Notice” means a written notice to the OWNER issued by CONTRACTOR requesting a Scope Change Order in connection with the performance of the Work.

“Standards of Service and Comfort” shall have the meaning defined in Article 14.

“Stipulated Cost Avoidances” are agreed upon cost reductions that are achieved through the repair and/or replacement of equipment or systems, and/or revised methods of operation that result in product, maintenance, operating or capital cost avoidances. Stipulated Cost Avoidances refer to any or all of the Operational, Energy and Capital Cost Avoidances that will be annually recognized as achieved for the term of the agreement without being subjected to an audit. Stipulated Cost Avoidances are delineated in the Cash Flow Analysis (Attachment B), and marked as such.

“Subcontractor” shall have the meaning set forth in Article 9.1.

“Support Services Agreement” shall have the meaning set forth in Attachment C.

“Total Cost Avoidance” refers to the combined energy and operational cost avoidances achieved through the addition, repair and/or replacement of equipment or systems, and/or re- controlled methods of operation that result in energy and/or operational cost avoidances.

“Work” shall have the meaning set forth in Article 2.1.

## ARTICLE 2 - CONDITIONS AND SCOPE OF WORK

- 2.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
  - 2.1.1 Upper Dublin Township Guaranteed Energy Savings Project (GESAP) – renovation of existing building for adaptation to a Public Library and replacement/upgrades of mechanical, electrical, plumbing systems throughout the existing building including General Construction work. Refer to Attachment A (ESCO Summary of Work and Costs) for detailed scope and cost breakdown.
- 2.2 As a condition precedent to CONTRACTOR providing and installing the labor and materials described in paragraph 2.1 hereof, OWNER shall agree to the Standards of Service and Comfort as detailed in Article 14.
- 2.3 As a condition precedent to CONTRACTOR providing and installing the labor and materials described in paragraph 2.1 hereof, OWNER shall enter into a Support Services Agreement as defined in Attachment C and incorporated herein for all purposes.

## ARTICLE 3 - TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1. The WORK to be performed under this agreement shall be commenced on or about June 1, 2019.
- 3.2. Both parties shall endeavor to accomplish substantial completion of the WORK by March 31, 2020. The Date of Substantial Completion shall be the date when the WORK is sufficiently complete that the OWNER can occupy or utilize the WORK for the purpose for which it is intended. When the OWNER agrees that the WORK is substantially complete, CONTRACTOR will issue a Certificate of Substantial Completion to be signed by the OWNER.
- 3.3. The completion date for the WORK shall be extended by Scope Change Order for such amount of time as shall be reasonably required if the progress of the WORK is delayed by:
  - 3.3.1. Any act or failure to act of the OWNER, any agent of the OWNER, any separate contractor employed by the OWNER or any employee of such OWNER, agent or separate contractor;
  - 3.3.2. Changes ordered in the WORK or made necessary by unforeseen or concealed conditions;
  - 3.3.3. Act of God or the public enemy, acts of terrorism, fire, explosion, perils of the sea, flood, typhoon, earthquake, volcanic eruption, landslide, hurricane, tornado, drought, war, riots, explosion, civil insurrection, sabotage, accident, embargo, governmental priority, requisition, or shortage or failure of supply of materials or labor, or strikes or other labor trouble, or any occurrence, act, cause or thing beyond the control of CONTRACTOR, shall excuse any such failure on the part of CONTRACTOR, and CONTRACTOR shall have no obligation or liability whatsoever arising out of or in connection with any such failure.
- 3.4. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also

## CM3 PERFORMANCE CONTRACT AGREEMENT / PERFORMANCE GUARANTEE PROGRAM

recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that a liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in Article 3 for Substantial Completion until the Work is substantially complete. After Substantial completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in Article 3 for completion and readiness for final payment until the Work is completed and ready for final payment.

### ARTICLE 4 - CONTRACT SUM

- 4.1. The total of all Installation Contract Payments shall be \$7,528,407.00.
- 4.2. The OWNER is also responsible for the payment of all sums as associated with the Support Services Agreement, if the Support Services Agreement is accepted by OWNER, as defined by Article 15 and Attachment C.

### ARTICLE 5 - PAYMENT

- 5.1. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 5.2. Unless the WORK is substantially completed within a period of thirty (30) days after commencement resulting in a single first and last payment, the OWNER shall make monthly progress payments to CONTRACTOR in the manner set forth in this article.
- 5.3. The OWNER shall make an initial payment of zero (0%) percent of the contract amount within thirty (30) days of the signing of this agreement.
- 5.4. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the last day of each month during performance of the Work as provided in the Contract Documents. All such payments will be measured by the schedule of values established in paragraph 2.07.A. of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. The OWNER may withhold payments in accordance with the General and Supplementary Conditions. Attached hereto as Attachment D is a schedule of the proposed payment amounts based upon CONTRACTOR'S estimate of the monthly completion of the WORK.
- 5.5. Final Payment – Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.
- 5.6. Final payment shall not become due until CONTRACTOR has delivered to OWNER a complete release of all liens arising out of the WORK or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to OWNER to indemnify OWNER against such lien

- 5.7. The making of final payment shall constitute a waiver of claims by OWNER except those arising from liens caused by the failure of CONTRACTOR to pay its obligations, those arising from defective WORK that was not evident at the time of Substantial Completion despite the exercise of reasonable diligence, and those arising from any warranty expressly set out in this agreement.

## ARTICLE 6 – PERFORMANCE GUARANTEE

### 6.1. Guaranteed Period and Amount

- 6.1.1 During the initial term of this program, which shall be Twenty years, CONTRACTOR'S program guarantees to OWNER that the OWNER will realize the total energy and operational cost avoidance through the combined value of all installed Work over the term of the contract as defined in Attachment A and B. In no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement
- 6.1.2 The initial term will begin on the first (1st) day of the month following the date of final acceptance of the Work installed.
- 6.1.3 CONTRACTOR'S program will achieve this total cost avoidance through reductions in energy consumption and stipulated operational and maintenance cost avoidances. Methodology for calculating the energy usage reduction is detailed in Attachment B and G. Energy Cost Avoidance will be determined using:
- 6.1.3.1. Standard Energy Accounting adjustments for; degree hours, occupancy, hours of operation, conditioned square feet and production as applicable, and compared to a mutually agreed upon Energy Accounting Baseline (Attachment B) and incorporated herein for all purposes.
- 6.1.3.2. Actual measured and/or verified energy and operational reductions using standard Energy Engineering practices and calculations.

### 6.2. Guarantee Verification

- 6.2.1 Reconciliation - Guarantee Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined in Attachment G and/or additional methodologies defined by CONTRACTOR that may be negotiated with OWNER at any time. At the end of each Guarantee Year OWNER will have thirty (30) days to review the guarantee savings reconciliation report and provide written notice to CM3 of non-acceptance of the Guarantee Savings for that Guarantee Year. Failure to provide written notice within thirty (30) days of the receipt of the guarantee savings reconciliation report will deem it accepted by OWNER.
- 6.2.2. If actual cost avoidance falls short of the projected cost avoidance for any annual segment of the term, CONTRACTOR, upon thirty (30) days' notice of a shortfall, will reimburse the OWNER the difference between the actual and Guaranteed cost avoidance up to the OWNER'S annual program expense, as set forth in the attached Cash Flow Analysis; or at the OWNER'S option and as mutually agreed, deliver to the OWNER a credit for additional services. Furthermore, the OWNER and

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CONTRACTOR agree that if in any annual segment of the term, the actual cost avoidance exceeds the guaranteed cost avoidance, the additional costs avoided will be:

- 6.2.2.1. Added to the actual cost avoidance for any future periods of the term for which cost avoidance will be calculated;
- 6.2.2.2. Or, if CONTRACTOR has previously reimbursed the OWNER for shortfalls, these additional costs avoided will be billed back to the OWNER up to the amount of past reimbursements.
- 6.2.3. The OWNER will retain any cost avoidance that exceeds the minimum cost avoidance stated in Article 6.1.1 notwithstanding CONTRACTOR'S right to bill back the OWNER for excess cost avoidance as provided under Article 6.2.2.2 if a previous shortfall has been recorded
- 6.2.4. Adjustments - The following items are grounds for modification of the Performance Guarantee in the form of an Energy Accounting Baseline Adjustment or termination of the contract upon proper written notice:
  - 6.2.4.1. Significant and/or ongoing deviations to the agreed upon Standards of Service & Comfort found at Article 14.
  - 6.2.4.2. The addition/removal of any energy consuming devices that would affect the units of energy differently than in the base period used to establish the Energy Accounting Baseline.
  - 6.2.4.3. Override of the software programs which are agreed upon and programmed into the CONTRACTOR Facility Management System, i.e., set points, operating parameters, etc. that would affect the energy consumption of the equipment/systems being controlled.
  - 6.2.4.4. Failure to maintain thermostat set points as agreed to and described in the Standards of Service & Comfort.
  - 6.2.4.5. Failure of the OWNER to maintain the building to current standards or failure to maintain the energy consuming devices to manufacturers' accepted standards of performance.
  - 6.2.4.6. Any and all significant deviations from the Energy Accounting Baseline. Such deviations include, but are not limited to, modification of run hours, modification of light burn hours, length of billing period, modification of rate structure, weather, modification of occupancy/usage, reassignment of space, addition or removal of portable buildings, addition or removal of computers, modification of HVAC equipment, and modification of metering equipment.
- 6.2.5. At such times as CONTRACTOR deems reasonably necessary to inspect any facility management system and its connected loads to insure there are no deviations as outlined in section 6.2.4 and its subparts, CONTRACTOR reserves the right to enter upon the OWNER'S premises to ensure compliance. Any such inspections shall be consistent with OWNER'S policies regarding Township visitors. Additionally, CONTRACTOR may monitor compliance remotely through the use of an on-

line review of the FMS.

- 6.2.6. In the event that during the term of this Performance Guarantee, any utility providing the OWNER with energy modifies its method of billing or its metering, CONTRACTOR will adjust the energy cost avoidance calculations and the Performance Guarantee to account for these modifications.

## **ARTICLE 7 - OWNER'S RESPONSIBILITIES**

- 7.1. Except for permits and fees which are the responsibility of CONTRACTOR under the Contract Documents, OWNER shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.
- 7.2. OWNER agrees to repair or replace, as necessary, any defective existing equipment that is intended to be reused.
- 7.3. OWNER's Representative will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed WORK and to determine in general if the WORK is being performed in a manner indicating that the WORK, when completed, will be in accordance with the Contract Documents. However, OWNER will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the WORK.
- 7.4. The OWNER shall provide all information or services under its control necessary for the performance of the WORK and for the work required by the Contract Documents with reasonable promptness. The OWNER shall designate in writing its representative or representatives who shall have authority to approve change orders and render decisions on its behalf and on whose action and approvals CONTRACTOR may rely, except when formal approval of the OWNER'S governing body is required by law. The OWNER shall deliver said written designation and any subsequent amendments to CONTRACTOR upon the commencement of the WORK or prior to the effective date of any subsequent amendment to said written designation.
- 7.5. In the event that the OWNER fails to pay CONTRACTOR at the time the payment of any amount becomes due under the terms of the Contract Documents, CONTRACTOR may at any time after thirty (30) calendar days following mailing or the facsimile transmission of a written notice from CONTRACTOR to the OWNER at the address set forth above advising that a required payment has not been made, stop the work required by the Contract Documents until payment of the amount owing, including interest thereon, has been received. A change order shall thereafter be issued extending the contract time to reflect such period of shutdown and increasing the contract sum by the amount of any costs of shutdown and standby, delay and start-up of work incurred by CONTRACTOR.
- 7.6. The OWNER shall obtain and maintain at its expense all Applicable Permits (Collectively, the "Owner Permits"), which are necessary for the completion of the Work provided under the Contract.
- 7.7. The OWNER shall indemnify CONTRACTOR and its subcontractors, suppliers, employees, directors, shareholders, and agents harmless from and against all claims, damages, losses and expenses arising out of or resulting from activities, facilities, or equipment of the OWNER or its other contractors, or of its or their suppliers, employees or agents, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of property

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including the loss of use resulting there from and (b) is caused in whole or in part by any negligent or willful act or omission of the OWNER or its other contractors or of its or their suppliers, employees or agents.

- 7.8. The OWNER shall notify CONTRACTOR in writing of any or all uses or restrictions in usage of all areas of the site. The OWNER shall also notify CONTRACTOR in writing of any or all special requirements for providing protection for occupants at the site. The OWNER shall indemnify CONTRACTOR and its subcontractors, suppliers, employees, directors, shareholders, and agents harmless from and against all claims, damages, losses and expenses arising out of or resulting from use of site not indicated by OWNER as being restricted and from all above contracted costs arising from unknown or concealed construction conditions.
- 7.9. The OWNER shall provide to CONTRACTOR copies of all utility bills and data on a monthly basis. Failure to provide monthly utility bills and data within 30 days of owner's receipt of utility data shall be grounds for CONTRACTOR to modify the Performance Guarantee in the form of an Energy Accounting Baseline Adjustment or termination the contract.

## ARTICLE 8 - CONTRACTOR'S RESPONSIBILITIES

### Reference in Attachment I: Contract General Conditions Article 6 with Supplementary Conditions Incorporated For Additional Requirements

- 8.1. In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- 8.1.1. CONTRACTOR has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents.
  - 8.1.2. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress and performance of the Work.
  - 8.1.3. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
  - 8.1.4. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
  - 8.1.5. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto
  - 8.1.6. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - 8.1.7. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

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- 8.1.8. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
  - 8.1.9. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
  - 8.1.10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 8.2. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- 8.3. Unless otherwise provided in the Contract Documents, CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery necessary for the proper execution and completion of the WORK.
- 8.4. For a period of one (1) year from the date of substantial completion, CONTRACTOR warrants to OWNER that materials and equipment furnished under the Contract Documents will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the WORK will be free from defects, and that the WORK will conform with the requirements of the Contract Documents. CONTRACTOR'S warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the contractor, improper or insufficient maintenance, improper operations, or normal wear and tear under normal usage. If required by OWNER or OWNER's Representative, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 8.5. Unless otherwise provided in the Contract Documents, CONTRACTOR shall pay sales, consumer, use and other similar taxes based on the WORK to the extent such taxes have been legally enacted at the date of this agreement, unless otherwise provided in the Contract Documents.
- 8.6. CONTRACTOR shall be responsible to OWNER or OWNER's Representative for the acts and omission of CONTRACTOR'S employees, Subcontractors and their agents and employees, and other persons performing portions of the WORK under a contract with CONTRACTOR.
- 8.7. CONTRACTOR shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the WORK, CONTRACTOR shall remove from the site where the WORK was performed and from the surrounding area, all waste materials, rubbish, CONTRACTOR'S tools, construction equipment, machinery and surplus material.
- 8.8. CONTRACTOR shall provide the OWNER and OWNER's Representative access to the WORK in preparation and progress wherever located.
- 8.9. CONTRACTOR shall pay all royalties and license fees; shall defend suits or claims for infringement or

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patent rights and shall hold the OWNER and OWNER's Representative harmless on account thereof.

- 8.10. The CONTRACTOR shall indemnify the OWNER and OWNER's Representative and its agents and employees harmless from and against all claims, damages, losses and expenses arising out of or resulting from activities, facilities, or equipment of the CONTRACTOR or its Subcontractors, or of its or their suppliers, employees or agents, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR or its other subcontractors or of its or their suppliers, employees or agents.
- 8.11. The CONTRACTOR shall provide the OWNER and OWNER's Representative with all surety bonds required by the laws of the state in which the WORK is being performed. Obligations under any Bonds provided shall only apply to installation activities associated with the WORK referenced in Article 2.1 as they apply to Scope of Work found in Attachment A and explicitly exclude all other CONTRACTOR Performance Guarantee obligations including but not limited to Guaranteed Savings whether through energy savings or Stipulated Cost Avoidance guarantees during the Guaranteed Period, reimbursements, payments or maintenance provisions provided in any Support Services Agreement.
- 8.12. CONTRACTOR shall, in the performance of the work required by the Contract Documents, comply with applicable safety and health regulations.
- 8.13. CONTRACTOR shall promptly correct WORK properly rejected by OWNER and OWNER's Representative for failing to conform to the requirements of the Contract Documents.
- 8.14. CONTRACTOR shall notify OWNER and OWNER's Representative in writing of any or all uses or restrictions in use of all areas of the site that will adversely affect the progress of the WORK. CONTRACTOR and its subcontractors will make right all changes or modifications to the site and structures made necessary to accomplish the WORK and required by the terms of the contract.

## ARTICLE 9 - SUBCONTRACTS

- 9.1. All vendors, suppliers, material, consultants and subcontractors at any tier providing equipment, materials or services to CONTRACTOR in connection with the Project are referred to as "Subcontractors."
- 9.2. CONTRACTOR shall have the option of subcontracting portions of the WORK to other persons or entities. CONTRACTOR shall not be required to contract with any subcontractor to whom it has a reasonable objection. Unless otherwise stated in the Contract Documents or the bidding requirements, CONTRACTOR, as soon as practicable after the signing of this agreement, shall furnish in writing to OWNER the names of the Subcontractors for each of the principal portions of the WORK, if any. CONTRACTOR shall not contract with any Subcontractor to whom OWNER has made reasonable and timely objections.
- 9.3. Contracts between CONTRACTOR and Subcontractors shall (1) require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to CONTRACTOR by the terms of the Contract Documents, and to assume toward OWNER all the obligations and responsibilities which CONTRACTOR, by the Contract Documents, assumes toward OWNER, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to CONTRACTOR by these Contract Documents.
- 9.4. CONTRACTOR shall, for the protection of the OWNER, obtain from all Subcontractors guarantees and warranties on all machinery, equipment, services, materials, supplies and other items used and installed under the Agreement. Contractor shall obtain from each Subcontractor, at no additional cost to OWNER, guarantees and warranties which shall remain in effect for the maximum practicable period of time.
- 9.5. CONTRACTOR in accordance with Article 12 and its subparts shall require all Subcontractors to be covered by the insurance specified in Article 12 and its subparts during the time in which they are engaged in the Project.

## ARTICLE 10 - CHANGES IN THE WORK

- 10.1. A material addition to, deletion from, suspension of or other modification to the requirements or provisions of the Agreement shall constitute a Scope Change, but a refinement, correction or detailing shall not constitute a Scope Change.
- 10.2. The OWNER, without invalidating the Agreement, may order Scope Changes to the Work, in which event one or more of the Contract Price, the Guaranteed Completion Date, or the Project Schedule shall be adjusted as necessary. All Scope Changes shall be authorized by a Scope Change Order and only the OWNER may issue Scope Change Orders.
- 10.3. Procedure for Scope Changes
  - 10.3.1.1. As soon as CONTRACTOR becomes aware of any circumstances which CONTRACTOR has reason to believe may constitute a Scope Change, CONTRACTOR shall issue to the OWNER a Scope Change Order Notice at CONTRACTOR'S expense. All Scope Change Order Notices shall include preliminary documentation sufficient to enable the OWNER and OWNER'S Representative to determine (i) the factors necessitating the possibility of a Scope Change; (ii) the impact that the Scope Change is likely to have on the Contract Price; (iii) the impact that the Scope Change is likely to have on scheduling; and (iv) such other information that the OWNER and OWNER'S Representative may reasonably request in connection with such Scope

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Change (including, without limitation, material and labor cost information).

- 10.3.2. If the OWNER agrees that a Scope Change is in order and accepts CONTRACTOR'S statement of the effect of such Scope Change on the Contract Price, or the Project Schedule, the OWNER shall issue a Scope Change Order. The OWNER shall issue a Scope Change Order for each Scope Change.
- 10.4. Any Scope Change necessitated by any changes in Applicable Laws enacted after the date of the Agreement shall be treated as a Scope Change under Article 10 as applicable.
- 10.5. In the event and to the extent that a Force Majeure Event affects CONTRACTOR'S ability to meet the Completion Date, the Contract Price or the Project Schedule, an equitable adjustment in one or more of the Completion Date, Contract Price and Project Schedule shall be made by agreement of the OWNER and CONTRACTOR. The adjustment will take into account the reasonable and necessary costs incurred by CONTRACTOR in the exercise of diligence to avoid or mitigate a Force Majeure Event.
- 10.6. In the event and to the extent a failure of the OWNER to perform, or cause performance of, its obligations in accordance with the Agreement causes a delay in CONTRACTOR'S performance of the Work which impairs CONTRACTOR'S ability to meet the Completion Date, Contract Price, Project Guarantee or Performance Guarantee, or adversely impacts CONTRACTOR'S cost of performance of the Work, an equitable adjustment in one or more of the Completion Date or Contract Price shall be made by agreement of the OWNER and CONTRACTOR pursuant to this Article 10.
- 10.7. An increase or decrease in Contract Price, if any, required pursuant to this Article 10 as a result of a Scope Change shall be determined by the mutual agreement of the Parties, and shall be paid (or reimbursed) in one or more payments in accordance with this Article 10. Such increase or decrease shall be calculated:
- (a) As a lump sum, in an amount proposed by CONTRACTOR (properly itemized and supported by sufficient substantiating data to permit evaluation) and accepted by the OWNER; or
  - (b) By unit pricing; or
  - (c) By cost and percentage or by cost and fixed fee. CONTRACTOR shall provide the OWNER with such purchase orders, invoices and other documents and records needed to enable the OWNER to verify, to its reasonable satisfaction, CONTRACTOR'S costs or savings associated with affecting such Scope Change. All equipment, materials, labor, equipment rental and other items required as a result of such Scope Change shall be purchased by CONTRACTOR at competitive market prices. Pricing with respect to components shop fabricated by CONTRACTOR or for field service engineering shall be set at competitive market rates.
- 10.8 If the Parties are unable to mutually agree to a modification as set forth under Article 10.6 and its subparts, the Parties shall resolve all disputes in accordance with Article 16.
- 10.9 If a Scope Change is initiated under this Article 10, then the Scope Change and the modifications made pursuant to such Scope Change shall be effective upon the OWNER'S issuance of a Scope Change Order with respect thereto. Notwithstanding a dispute regarding any proposed Scope Change or any adjustment of one or more of the Completion Date, the Contract Price or the Project Schedule with respect to a Scope Change, CONTRACTOR shall, to the extent expressly request by the OWNER, proceed with the performance of such Scope Change promptly following the OWNER'S execution of the corresponding Scope Change

Order. In the event of such dispute with regard to the Contract Price, the Parties shall proceed as specified in Article 10.7.

- 10.10 Any modification to the Performance Guarantee will be in accord with Article 6 and its subparts and Attachments F through G.

## **ARTICLE 11 - HAZARDOUS MATERIALS**

- 11.1 The scope of work or service to be performed by CONTRACTOR pursuant to the Contract Documents, and the compensation to be paid to CONTRACTOR hereunder for work or services performed pursuant to the Contract Documents, expressly excludes any work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials preexisting anywhere on the site. "Hazardous Materials" to include, but not be limited to, asbestos and PCBs discovered in or on the premises. OWNER agrees that all duties and obligations in connection with any hazardous materials located in or on the premises are strictly OWNER'S responsibilities except for such hazardous materials that CONTRACTOR may bring on site.
- 11.2 OWNER warrants and represents, except as otherwise defined herein, to the best of OWNER'S knowledge there are no hazardous materials in or on the premises which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the work to be performed by CONTRACTOR pursuant to the Contract Documents. Should CONTRACTOR become aware or suspect the presence of hazardous materials during performance of its work under the Contract Documents, CONTRACTOR will be authorized to cease work in the affected area immediately, and will promptly notify OWNER of the conditions discovered. Should CONTRACTOR stop work because of the discovery or suspicion of hazardous materials, the time for performance of CONTRACTOR' work or service will be extended to cover the period required for abatement, cleanup, or removal of the hazardous materials.
- 11.3 CONTRACTOR will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which CONTRACTOR has stopped work as a result of hazardous materials preexisting anywhere on the site. If appropriate, CONTRACTOR will be entitled to an equitable adjustment of the contract price set forth in the Contract Documents for any increased costs or other charges incurred by CONTRACTOR in connection with the existence of its rights under this paragraph. OWNER will be responsible for taking all necessary steps to correct, abate, clean up or control hazardous materials in accordance with all applicable statutes and regulations.
- 11.4 Except for any damages or injuries arising from the negligence of CONTRACTOR, OWNER specifically agrees to indemnify and hold CONTRACTOR, its officers, directors, shareholders, agents and employees harmless from and against any and all claims, demands, damages or causes of action and associated costs in any way arising out of the release of hazardous materials preexisting anywhere on the site into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act.

## ARTICLE 12 - INSURANCE

- 12.1 CONTRACTOR shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the WORK is to be performed, insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the WORK itself, to property which may arise out of or result from CONTRACTOR'S performance of the WORK, whether such performance be by CONTRACTOR or by a Subcontractor or anyone directly or indirectly employed by any of them.
- 12.2 This insurance shall be written for not less than limits of liability specified in Attachment E hereto or required by law, whichever coverage is greater. Certificates of such insurance shall be filed with OWNER prior to commencement of the Work.

## ARTICLE 13 - TERMINATION OF THE CONTRACT

### Reference Attachment I: Contract General Conditions Article 15 with Supplementary Conditions incorporated For Additional Requirements

- 13.1 If OWNER fails to recommend construction progress payments for a period of sixty (60) days after a request for payment is received, through no fault of CONTRACTOR, or if OWNER fails to make payment thereon for a period of ten (10) days after payment is due pursuant to the terms of the Contract Documents, CONTRACTOR may, upon five (5) additional calendar days' written notice to OWNER, terminate the agreement and related agreements and recover from OWNER payment for all WORK executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages applicable to work to be done pursuant to the Contract Documents.
- 13.2 If OWNER fails to provide copies of utility bills to CM3 within thirty (30) days of the owner's receipt of said bills, CONTRACTOR may give thirty (30) days' notice to OWNER that it intends to terminate the contract, including the Performance Guarantee. If OWNER fails to provide the missing utility bills within this thirty (30) day period, CONTRACTOR may, at its sole discretion, terminate the contract, including the Performance Guarantee.
- 13.3 If CONTRACTOR defaults or persistently fails or neglects to carry out the WORK, OWNER, after seven days' written notice to CONTRACTOR, and without prejudice to any other remedy, OWNER may then make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due CONTRACTOR, provided CONTRACTOR fails within said seven (7) days period to cure such neglect or to begin curing such neglect. Alternatively, at OWNER'S option, and again, only following seven (7) days written notice to CONTRACTOR and CONTRACTOR'S failure to begin curing such neglect OWNER may, if sufficient cause exists to justify such action, terminate the Contract and finish the WORK. If the unpaid balance of the contract sum exceeds the reasonable and necessary costs of finishing the WORK, such excess shall be paid to CONTRACTOR, but if such reasonable and necessary costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER.

**ARTICLE 14 - STANDARDS OF SERVICE AND COMFORT**

14.1 The Standards of Service and Comfort establish the agreed upon parameters within the annual Energy Accounting Baseline for future operation of the facility necessary to achieve the Performance Guarantee. Cost Avoidance projections are based upon the specific operating times for equipment and temperatures as defined in Article 14.

14.2 Parameters - The parameters are standards within the baseline for occupancy hours, heating availability, cooling availability, minimum and maximum acceptable temperatures during occupied and unoccupied periods for both heating and cooling. Operations that vary from these parameters that jeopardize the Energy Performance of the facility will be grounds for adjusting the baseline and the Performance Guarantee.

14.1.1 Operating Hours

14.2.1.1 Occupancy Hours - For the purpose of this policy, occupied hours shall be defined as those periods during which occupied ventilation, heating and cooling temperatures must be observed. The Occupancy Hours are identified by facility according to the following Schedules:

Occupancy Schedule

Facility Name: 520 Virginia Drive								
Time of	Sunday	Monday	Tuesday	Wed	Thursday	Friday	Saturday	Holidays
Begin	9:00am	9:00am	9:00am	9:00am	9:00am	9:00am	9:00am	Unoccupied
End	9:00pm	9:00pm	9:00pm	9:00pm	9:00pm	9:00pm	9:00pm	Unoccupied

14.2.1.2 Lighting Hours - For the purpose of this policy, lighting hours shall be defined as those periods during which occupancy lighting must be observed. The Lighting Hours are identified by facility according to the following calendar:

Lighting Schedule

Facility Name:520 Virginia Drive								
Time of	Sunday	Monday	Tuesday	Wed	Thursday	Friday	Saturday	Holidays
Begin	9:00am	9:00am	9:00am	9:00am	9:00am	9:00am	9:00am	Unoccupied
End	9:00pm	9:00pm	9:00pm	9:00pm	9:00pm	9:00pm	9:00pm	Unoccupied

14.2.1.3 Scheduled Exceptions to Unoccupied Hours - The following activities, which occur on a non-weekly schedule but occur on a scheduled basis, will be considered as Occupied Hours for baseline purposes, during which temperatures will be maintained according to Occupied Parameters:

Exceptions to Unoccupied Hours

Facility Name	Activity	Scheduled Duration
520 Virginia Drive	List as Applicable	

14.2.1.4            Unscheduled Exceptions to Unoccupied Hours – Modifications to the occupancy schedule for temporary activities during the normally unoccupied hours should be documented and written notice provided to CONTRACTOR by means of Attachment G, Baseline Adjustment Event Log. This Log should be updated as exceptions occur and made available to CONTRACTOR upon request.

14.2.2 Temperatures

14.2.2.1           Cooling Temperature – If mechanical cooling is required to maintain temperature in the cooling mode, the temperature set point during the occupied periods shall be no lower than 72 degrees. Occupants may operate at temperatures above this set point at their discretion. During unoccupied periods in the cooling mode, the temperature set point shall be no lower than 78 degrees.

14.2.2.2           Heating Temperature – If mechanical heating is required to maintain temperature in the heating mode, the temperature set point during the occupied mode shall be no higher than 70 degrees. Occupants may operate at temperatures below this set point at their discretion. During unoccupied periods in the heating mode, the temperature set point shall be no higher than 60 degrees.

14.3    Equipment - The addition of loads, not defined in the Energy Accounting Baseline, and the use of portable heating devices (space heaters) will not be allowed within any facility. Exceptions can only be made in emergency situations and then only to avoid structural damage to the facility. CONTRACTOR must be notified within 24 hours of such emergency situations.

14.3.1            As the addition of such loads, including portable heating devices, impact the cost avoidance as measured against the Energy Accounting Baseline, CONTRACTOR will take an Energy Accounting Baseline Adjustment in the event load and/or heating devices are added. The calculation of said impact will be negotiated by CONTRACTOR and OWNER.

## ARTICLE 15 - SUPPORT SERVICES AGREEMENT

- 15.1 The OWNER will maintain, with CONTRACTOR, a Support Services Agreement (Attachment C) as outlined in this proposal for duration to be determined by OWNER. The OWNER agrees to continue to support their other related equipment in accordance with the manufacturer's standards. In the event that the OWNER terminates the Support Services Agreement, the Performance Guarantee and any annual energy cost avoidance obligations will be void as of the effective date of the cancellation.
- 15.2 OWNER shall make annual payments for the Support Services Agreement as detailed in the Cash Flow Analysis (Attachment B).

## ARTICLE 16 - RESOLUTION OF DISPUTES

### Reference Contract Supplementary Conditions Article 16 for Additional Information

- 16.1 Submission to Jurisdiction and Venue. The parties agree that the Court of Common Pleas for County of Montgomery shall have exclusive jurisdiction and venue over any dispute arising out of or related to or touching upon the agreement.
- 16.2 Choice of Law. The agreement is made under and shall in all respects be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

## ARTICLE 17 - MISCELLANEOUS PROVISIONS


### Reference Contract Supplementary Conditions Article 17 for Additional Information

- 17.1 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- 17.2 Unless otherwise indicated in the Contract Documents, all notices provided for in the Contract Documents must be in writing and must be delivered in person or by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested or by facsimile transmission. Notices by mail shall be deemed received upon mailing in accordance with the foregoing requirements. Notices shall be sent to the addresses set forth at the beginning of this agreement. Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

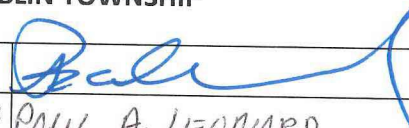
CM3 PERFORMANCE CONTRACT AGREEMENT / PERFORMANCE GUARANTEE PROGRAM

Agreed and accepted:

CM3 BUILDING SOLUTIONS, INC.

Signature:	
Print Name:	JOHN P. HOLLISTER
Title:	VICE PRESIDENT
Date:	04/16/2019

UPPER DUBLIN TOWNSHIP

Signature:	
Print Name:	PAUL A. LEONARD
Title:	TOWNSHIP MANAGER
Date:	04/16/19

## ATTACHMENT A – SCOPE OF WORK

See Attachment A.1

ESCO – Summary of Work and Costs Spreadsheet

### SPECIFICATION

000001 OUTLINE SPECIFICATION as Modified by VE Design Changes and noted on Attachment A

### DRAWINGS

CS COVER SHEET

### ARCHITECTURAL – Dated 11.30.18 Drawings as modified by VE Design Changes and noted on Attachment A

A0.1 CODE PLANS  
A0.2 SCHEDULES  
A0.3 ARCHITECTURAL SITE PLAN  
A1.1 GROUND LEVEL DEMOLITION PLAN  
A1.2 UPPER LEVEL DEMOLITION PLAN  
A2.1 GROUND LEVEL FLOOR PLAN  
A2.2 UPPER LEVEL FLOOR PLAN  
A2.3 ENLARGED TOILET ROOMS  
A3.1 EXTERIOR ELEVATIONS  
A4.1 WALL SECTIONS  
A5.0 BUILDING SECTIONS  
A5.1 INTERIOR ELEVATIONS  
A5.2 INTERIOR ELEVATIONS  
A6.1 GROUND LEVEL REFLECTED CEILING PLAN/VE Drawing Dated 2/27/19  
A6.2 UPPER LEVEL REFLECTED CEILING PLAN/VE Drawing Dated 2/27/19  
A7.0 INTERIOR FINISH LEGEND & SCHEDULE/VE Drawing Dated 2/21/19  
A7.1 GROUND LEVEL FINISH PLAN  
A7.2 UPPER LEVEL FINISH PLAN  
A7.3 GROUND LEVEL FURNITURE PLAN  
A7.4 UPPER LEVEL FURNITURE PLAN  
A8.0 DETAILS  
A9.1 SCHEMATIC RENDERED PERSPECTIVES  
A9.2 SCHEMATIC RENDERED PERSPECTIVES  
A9.3 SCHEMATIC RENDERED PERSPECTIVES

### STRUCTURE – Dated 11.30.18

S1.0 SECOND FLOOR PLAN FRAMING MODIFICATIONS AND DETAILS

### FIRE PROTECTION – Dated 12.3.18

F0.1 COVER SHEET  
F2.1 GROUND LEVEL PLAN  
F2.2 UPPER LEVEL FLOOR PLAN

PLUMBING – Dated 12.3.18

P0.1	COVER SHEET
P1.0	BASEMENT LEVEL FLOOR PLAN - DEMOLITION
P1.1	GROUND LEVEL FLOOR PLAN - DEMOLITION
P1.2	UPPER LEVEL FLOOR PLAN - DEMOLITION
P2.0	BASEMENT LEVEL FLOOR PLAN - DRAINAGE
P2.1	GROUND LEVEL FLOOR PLAN - DRAINAGE
P2.2	UPPER LEVEL FLOOR PLAN - DRAINAGE
P3.0	BASEMENT LEVEL FLOOR PLAN - SUPPLY
P3.1	GROUND LEVEL FLOOR PLAN - SUPPLY
P3.2	UPPER LEVEL FLOOR PLAN - SUPPLY
P8.1	SCHEDULES AND DETAILS

MECHANICAL – Dated 12.3.18 Drawings as Modified by VE Design Changes and noted on Attachment A

H0.1	COVER SHEET
H0.2	SPECIFICATION
H0.3	SPECIFICATION
H0.4	PARTIAL SITE PLAN
H1.0	BASEMENT LEVEL FLOOR PLAN - DEMOLITION
H1.1	GROUND LEVEL FLOOR PLAN – DEMOLITION/VE Drawing Dated 2/26/19
H1.2	UPPER LEVEL FLOOR PLAN – DEMOLITION/VE Drawing Dated 2/26/19
H1.3	ROOF PLAN - DEMOLITION
H2.0	BASEMENT LEVEL FLOOR PLAN
H2.1	GROUND LEVEL FLOOR PLAN /VE Drawing Dated 2/26/19
H2.2	UPPER LEVEL FLOOR PLAN /VE Drawing Dated 2/26/19
H2.3	ROOF PLAN
H3.0	BASEMENT LEVEL FLOOR PLAN - PIPING
H3.1	GROUND LEVEL FLOOR PLAN - PIPING
H3.2	UPPER LEVEL FLOOR PLAN - PIPING
H6.1	DIAGRAMS
H7.1	DETAILS
H8.1	SCHEDULES
H8.2	SCHEDULES

ELECTRICAL – Dated 12.3.18 Drawings as Modified by VE Design Changes and noted on Attachment A

E0.1	COVER SHEET
E1.0	BASEMENT LEVEL FLOOR PLAN - DEMOLITION
E1.1	GROUND LEVEL FLOOR PLAN - DEMOLITION
E1.2	UPPER LEVEL FLOOR PLAN - DEMOLITION
E2.0	BASEMENT LEVEL FLOOR PLAN - LIGHTING
E2.1	GROUND LEVEL FLOOR PLAN - LIGHTING
E2.2	UPPER LEVEL FLOOR PLAN - LIGHTING
E3.0	BASEMENT LEVEL FLOOR PLAN - POWER
E3.1	GROUND LEVEL FLOOR PLAN - POWER
E3.2	UPPER LEVEL FLOOR PLAN - POWER
E4.0	BASEMENT LEVEL FLOOR PLAN - LOW VOLTAGE

**CM3 PERFORMANCE CONTRACT AGREEMENT / PERFORMANCE GUARANTEE PROGRAM**

- E4.1 GROUND LEVEL FLOOR PLAN - LOW VOLTAGE
- E4.2 GROUND LEVEL FLOOR PLAN - LOW VOLTAGE
- E7.1 DETAILS
- E7.2 DETAILS
- E8.1 SCHEDULES

**UPPER DUBLIN PUBLIC LIBRARY GUARANTEED ENERGY SAVINGS PROJECT**  
**DEI PROJECT No. 711002**  
**ESCO - SUMMARY OF WORK AND COSTS**

Scope Category	Included Work & Materials	CM3 Proposal Cost	Modification/Alteration to Scope
<b>Selective Demolition (MEP)</b>	<ul style="list-style-type: none"> <li>Mechanical Selective Demolition - Including removal of existing ceilings in all work areas. Mechanical, electrical &amp; plumbing equipment demolition.</li> </ul>	\$205,013	CM3 Reduced ceiling demo and reduced wall demo for library offices, and staff area savings of <b>\$28,912</b> .
<b>Hot Water Central Plant Upgrades (MEP)</b>	<ul style="list-style-type: none"> <li>Replace existing HW hydronic pumps; provide variable frequency drives.</li> </ul>	\$78,815	Reuse existitng HW hydronic pumps and trim with new VFD controllers for savings of <b>\$54,826</b> .
<b>Chilled Water Central Plant Upgrade - Pumps (MEP)</b>	<ul style="list-style-type: none"> <li>Install new chilled water pumps with VFD controllers.</li> </ul>	\$26,691	Reuse existitng CHW hydronic pumps and trim with new VFD controllers for savings of <b>\$57,286</b> .
<b>Chilled Water Central Plant Chiller Upgrades (MEP)</b>	<ul style="list-style-type: none"> <li>Misc. HVAC Renovations - Replace Chilled Water main piping insulation.</li> </ul>	\$82,942	
<b>Refurbish AHU's (MEP)</b>	<ul style="list-style-type: none"> <li>Re-condition existing air handling units:</li> <li>Replace chilled water-cooling coils and drain pans</li> <li>Replace fan motors and bearings</li> <li>Replace dampers and actuators</li> <li>Replace hydronic valves and trim</li> <li>Replace automatic temperature controls</li> <li>Clean interior casings</li> <li>Provide variable frequency drives for each fan</li> <li>Provide air duct cleaning to existing supply air and return air duct systems.</li> <li>Replace existing exhaust fans</li> <li>Provide additional exhaust fans and ductwork to accommodate toilet rooms and kitchenette alterations depicted on the architectural plans</li> </ul>	\$43,580	
<b>VAV System Modifications (MEP)</b>	<ul style="list-style-type: none"> <li>Provide HW piping distribution throughout first and second floors to new VAV boxes. Modify existing HW fin-tube radiation to accommodate architectural alterations.</li> <li>Provide insulation repairs to existing hydronic piping and air distribution systems.</li> <li>Provide testing and balancing for hydronic and airside equipment, piping, and ductwork systems.</li> <li>Modify existing VAV box air distribution to accommodate architectural alterations; replace existing grilles, registers and diffusers.</li> </ul>	\$876,104	<ul style="list-style-type: none"> <li>Reuse of existing duct distribution downstream of VAV boxes at designated areas in lieu of demolition &amp; replacement. Reuse of VAV boxes at specified locations. Confirmed VE savings DEDUCT of \$264,000. See VE drawings H1.1, H1.2, H2.1, &amp; H2.2 Dated 2/26/19</li> </ul>
<b>Dehumidification Upgrades - VAV's (MEP)</b>	<ul style="list-style-type: none"> <li>Provide new VAV boxes equipped with hydronic heating coils.</li> </ul>	\$39,572	

**UPPER DUBLIN PUBLIC LIBRARY GUARANTEED ENERGY SAVINGS PROJECT**  
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Scope Category	Included Work & Materials	CM3 Proposal Cost	Modification/Alteration to Scope
<b>ATC Control System Upgrade - User Friendly System (MEP)</b>	<ul style="list-style-type: none"> <li>• Replace all existing pneumatic temperature controls with a new building management and control system - DDC - Direct Digital Controls (Schneider Electric Products)</li> <li>• Provide electronic damper and valve actuators; provide operator work station, software licensing, and color graphics; provide controls commissioning.</li> </ul>	\$74,507	Commissioning is included in soft cost.
<b>Domestic Hot Water (MEP)</b>	<ul style="list-style-type: none"> <li>• Modify existing hot water return piping to improve hot water delivery to existing toilet rooms and kitchenettes.</li> </ul>	\$35,145	
<b>Plumbing Upgrades (MEP)</b>	<ul style="list-style-type: none"> <li>• Provide &amp; install new toilet &amp; sink and plumbing for four new family restrooms to meet ADA requirements as depicted on the architectural plans.</li> <li>• Replace fixtures and modify existing plumbing to accommodate ADA toilet room alterations.</li> <li>• Provide fixtures and plumbing for new kitchenette sinks and vending areas depicted on the architectural plans.</li> <li>• Replace existing drinking fountains.</li> <li>• Replace existing domestic hot water heaters.</li> <li>• Replace existing sump pump.</li> </ul>	\$359,182	
<b>Fire Protection Upgrades (MEP)</b>	<ul style="list-style-type: none"> <li>• Remove obsolete chemical or inert gas fire suppression systems. Provide wet pipe sprinkler system coverage. (Auditorium control area).</li> <li>• Relocate and replace existing sprinkler heads throughout building to accommodate architectural ceiling alterations.</li> </ul>	\$154,638	CM-3 Verified scope, Fire Protection Reductions; This deduct includes using all flexible sprinkler drops, hydraulic calculations need to be performed. Provide savings of <b>\$64,667</b>
<b>Lighting Package in Public areas and Main Library (MEP)</b>	<ul style="list-style-type: none"> <li>• Replace facility lighting fixtures with LED lamps/fixtures.</li> <li>• Install retrofit kits in existing fixtures to create a direct/indirect lighting effect.</li> <li>• Install new LED light fixtures in specified locations where indicated on drawings. (PUBLIC AREAS &amp; MAIN LIBRARY)</li> <li>• Install Lighting Controls throughout specified areas.</li> </ul>	\$691,654	<ul style="list-style-type: none"> <li>• Includes install of LED retrofit kits in existing lighting fixtures in specified areas. Includes substitution of alternate lighting fixture manufacturers for specialty type fixtures in main library public spaces. All round pendant fixtures will be changed to linear pendant fixture. All style F and M fixtures will be ABL Mark S2LID or Litecontrol 2L-P-ID. Provided VE DEDUCT savings of <b>\$66,072</b> See VE Drawings A6.1 &amp; A6.2</li> </ul>
<b>Lighting Package in 1st Floor Express/Children's Library (MEP)</b>	<ul style="list-style-type: none"> <li>• Replace facility lighting fixtures with LED lamps/fixtures.</li> <li>• Install retrofit kits in existing fixtures to create a direct/indirect lighting effect.</li> <li>• Install new LED light fixtures in specified locations where indicated on drawings. (EXPRESS/CHILDRENS LIBRARY)</li> <li>• Install Lighting Controls throughout specified areas.</li> </ul>	\$273,709	<ul style="list-style-type: none"> <li>• Includes install of LED retrofit kits in existing lighting fixtures in specified areas. Includes substitution of alternate lighting fixture manufacturers for specialty type fixtures in Express/Children's library public spaces. All round pendant fixtures will be changed to linear pendant fixture. All style F and M fixtures will be ABL Mark S2LID or Litecontrol 2L-P-ID. Provided VE savings of <b>\$51,031</b> See VE Drawings A6.1 &amp; A6.2</li> </ul>

**UPPER DUBLIN PUBLIC LIBRARY GUARANTEED ENERGY SAVINGS PROJECT  
DEI PROJECT No. 711002  
ESCO - SUMMARY OF WORK AND COSTS**

Scope Category	Included Work & Materials	CM3 Proposal Cost	Modification/Alteration to Scope
<b>Switchgear, Transformers and Panel Boards Maintenance (MEP)</b>	<ul style="list-style-type: none"> <li>• Perform existing switchgear maintenance including cleaning, re-torqueing and lubrication.</li> <li>• Add additional breakers</li> <li>• Provide new transformer.</li> </ul>	Included in Power Upgrades	
<b>Electrical Upgrades (Main service gear, new transformer, breakers) (MEP)</b>	<ul style="list-style-type: none"> <li>• Modify existing electrical distribution to accommodate Architectural alterations and HVAC, Plumbing, and Elevator equipment alterations.</li> <li>• Provide additional 120V convenience receptacles and data, and telecom receptacles to accommodate architectural floor plan and furniture plan alterations.</li> <li>• Provide space/spare capacity provisions for future.</li> <li>• Furnish &amp; install three 100amp 3 phase circuit breaker in existing switchboard to feed three new 45KVA transformers and three 150amp 120/208V panelboards for general use.</li> <li>• Furnish &amp; install one 20KVA UPS unit with 15-minute backup and one 100amp distribution panel.</li> <li>• Relocate &amp; extend approx. 200 wall-mounted convenience receptacles.</li> <li>• Furnish &amp; install 10 floor</li> <li>• Furnish &amp; install 20 fire-rated</li> <li>• Demo &amp; disconnect starters</li> <li>• Furnish &amp; install new combo disconnect and VFD.</li> <li>• Furnish &amp; install circuits for new boilers and pumps.</li> </ul>	\$545,389	
<b>Emergency Generator Replacement (Diesel to Gas) (MEP)</b>	<ul style="list-style-type: none"> <li>• Replace the existing emergency generator (diesel to gas)</li> <li>• Provide new transfer switches and annunciator panel</li> <li>• Replace existing underground conduits from generator to building.</li> </ul>	\$131,442	
<b>Exterior Lighting Replacement (MEP)</b>	<ul style="list-style-type: none"> <li>• Install new LED lights fixtures in specified locations where indicated on drawings, including 6 bollard lights and wall lights at main entrance.</li> <li>• Provide new lighting controls.</li> </ul>	\$27,926	
<b>Exterior Security (Doors and Cameras) (MEP)</b>	<ul style="list-style-type: none"> <li>• Provide new security system for 6 entry ways with card access, 10 motion sensors located around the building.</li> <li>• CCTV will include 16 indoor cameras and 8 exterior cameras with central recording system.</li> </ul>	\$180,505	
Scope Category	Included Work & Materials	CM3 Proposal Cost	Modification/Alteration to Scope

**UPPER DUBLIN PUBLIC LIBRARY GUARANTEED ENERGY SAVINGS PROJECT  
DEI PROJECT No. 711002  
ESCO - SUMMARY OF WORK AND COSTS**

<b>Exterior Door &amp; Hardware Replacement (MEP)</b>	<ul style="list-style-type: none"> <li>• Replace exterior door &amp; hardware at specified doors.</li> </ul>	\$43,861	
<b>Misc. Structural Steel Framing / 2nd Floor Framing Reinforcement (MEP)</b>	<ul style="list-style-type: none"> <li>• 2nd floor framing reinforcement as indicated on drawings</li> <li>Misc. Structural Framing</li> </ul>	\$84,348	
<b>Paging System (MEP)</b>	<ul style="list-style-type: none"> <li>• Provide paging system for specified spaces. Includes local sound systems for larger open rooms.</li> <li>• Paging</li> <li>ability included in Fire Alarm system.</li> </ul>	\$45,795	Library would delete this system and use portable for specific programs. Savings of \$45,795
<b>Elevator Modernization (MEP)</b>	<ul style="list-style-type: none"> <li>Renovate and upgrade existing equipment</li> <li>• Install a new cab.</li> <li>• Install new controls.</li> </ul>	\$193,231	Reuse existing elevator piston for cost savings credit of <b>\$59,000</b> .
<b>Auditorium Upgrades (MEP)</b>	<ul style="list-style-type: none"> <li>• Install retrofit kits in existing fixtures to create a direct/indirect LED lighting effect.</li> </ul>	\$75,632	Approved deduct of scope and costs included in Alternate below.
<b>Data Network Wiring and Drops (MEP)</b>	<ul style="list-style-type: none"> <li>• Provide data network and telephone wiring systems.</li> <li>• Provide multi-media system.</li> <li>• Install network-based communication platform (Telecor eSeries System)</li> </ul>	\$183,260	
<b>Fire Alarm System (MEP)</b>	<ul style="list-style-type: none"> <li>• Installation of new fire alarm system to accommodate architectural modifications. System to include emergency communication &amp; paging capability</li> </ul>	\$120,899	
<b>Misc. Cutting &amp; Patching (MEP)</b>	<ul style="list-style-type: none"> <li>• Library interior Fit-out upgrades including miscellaneous cutting &amp; patching.</li> </ul>	\$53,250	

**UPPER DUBLIN PUBLIC LIBRARY GUARANTEED ENERGY SAVINGS PROJECT**  
**DEI PROJECT No. 711002**  
**ESCO - SUMMARY OF WORK AND COSTS**

Scope Category	Included Work & Materials	CM3 Proposal Cost	Modification/Alteration to Scope
<b>Selective Demolition (GC)</b>	• Library interior Fit-out upgrades including demo of interior walls, flooring, soffits and finishes as noted on architectural drawings.	\$331,881	CM3 lowered demo by removing demo of wall in the staff area and reusing existing walls savings of <b>\$29,831</b>
<b>Temporary Facilities (GC)</b>	• General Conditions.	\$0	
<b>Cast-in-Place Concrete/Unit Masonry (GC)</b>	• Cut and Patch concrete floor slabs for installation of new floor boxes.	\$56,232	
<b>Metal Studs Partitions/Gypsum Wall Board (GC)</b>	• Library interior Fit-out upgrades including construction of interior walls as noted on architectural drawings.	\$262,885	Includes <b>\$18,000</b> credit from GC. Additional cost savings of <b>\$48,353</b> Cost reduced for new interior stud walls would be constructed from floor to floor but GWB would only be installed to 1'-0 above ceiling level. The only walls that will remain full height are Director Office, Asst. Director Office, Classroom and Large Conf. Room (all on 2nd floor). Also reduced cost by removing new walls in the staff area. Overall reduction from GC for all work for revised detail Total savings of <b>\$66,353</b> .
<b>Decorative Metal/Glass Railings (GC)</b>	• Construction of new metal/glass railings at stairs and vestibule. Includes movable wall in Childrens library	\$203,841	• Provide the following alternate design: a. Provide new metal picket style railing resulting in a cost saving of <b>\$12,301</b>
<b>Interior Windows, Hollow metal Frames, Wood Doors &amp; Hardware (GC)</b>	• Construction of new full height walls with glass windows above 40". • New solid wood core doors and related hardware and frames.	\$541,374	
<b>Book Drop Installation (GC)</b>	• Provide a vehicular drive-up book drop on the North side of the building.	\$28,116	
<b>Manufactured Wood Veneer Casework (GC)</b>	• The Library areas will receive new wood veneer wall panels in main lobby as specified on architectural drawings .	\$19,737	CM3 to remove main entrance welcome desk from scope for cost savings of <b>\$21,087</b> , only wood work to be performed is wood veneer around lobby.
<b>Interior Finishes (GC)</b>	• The Public areas and Library areas will receive new finishes including painted walls, casework & display cases and flooring finishes as specified in architectural drawings.	\$721,805	• Provide Shaw carpet products in lieu of Tandus products for VE savings of <b>\$171,468</b> . See VE drawing A7.0 dated 2/21/19.18. Remove curves from Children library. Remove round curves around all columns.
<b>Interior Signage/Raised Mettal Letters/Plaque (GC)</b>	• Library interior Fit-out upgrades including new interior directional signage / raised metal letters / plaque	\$14,547	

**UPPER DUBLIN PUBLIC LIBRARY GUARANTEED ENERGY SAVINGS PROJECT**  
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**ESCO - SUMMARY OF WORK AND COSTS**

<b>Acoustical Panel &amp; Gypsum Board Ceilings (GC)</b>	• Library interior Fit-out upgrades including demo and installation of new ceilings as specified in architectural drawings.	\$397,841	Cost reduction due to reusing existing ceiling grid in Offices and other locations. Also the tiles to be used are as follows: • Type #1 we will use Armstrong 2x4 Fine Fissured 2nd Look II #1761 • Type #2 we will use Armstrong 2x4 Dune 2nd Look II #2712 • Type #3 we will use Armstrong 2x4 Cirrus 2nd Look III #514, all utilizing matching Prelude exposed tee system, 15/16" flange. For VE savings of \$95,040 and in addition delete removal of ceiling grid & tile at specified locations for of \$73,656. Total Credit of \$168,696. See VE Drawings A2.1 & A2.2
<b>Scope Category</b>	<b>Included Work &amp; Materials</b>	<b>CM3 Proposal Cost</b>	<b>Modification/Alteration to Scope</b>
<b>Visual Display Surfaces (GC)</b>	• The Public areas and Library areas will receive new visual display surfaces as specified in architectural drawings.	\$28,098	
<b>Misc. Cutting &amp; Patching (GC)</b>	• Library interior Fit-out upgrades including miscellaneous cutting & patching.	\$14,058	
<b>ADD Alternate M1 - Boiler Replacement (Electric to Gas) with Savings</b>	• Replace existing electric boilers with (2) hi-efficiency gas-fired boilers (Alternate); Provide underground natural gas piping, breechings, and vents.	\$189,502	• Installation of underground gas line installation removed from scope, Township will install. Savings of \$61,838
<b>ADD Alternate M2 - Chiller Replacement with Savings</b>	• Replace existing chiller.	\$0	Work not accepted at cost of \$273,428
<b>MEP Alternate DEDUCT - Delete Auditorium upgrades.</b>	• Delete all work associated with lighting upgrades in Auditorium	-\$75,632	Accepted
<b>MC Alternate Deduct - Delete paging system for specified spaces.</b>	• Delete paging system for specified spaces. • Paging ability included in Fire Alarm system.	-\$45,795	Deduct credit of \$45,795 Library would delete this system and use portable for specific programs.
<b>MC Alternate Deduct - Delete dehumidification for Auditorium AHU</b>	• Provide new VAV boxes equipped with hydronic heating coils.	-\$39,572	Deduct credit of \$39,572 would limit control of humidity in Auditorium. This deduct will remove the reheat coil installed in the basement for AHU-2.
<b>GC Alternate Deduct - Exterior Canopy</b>	• Delete all work associated with construction of new exterior canopy structure at main entrance.	\$0	Alternate Deduct Not Accepted, Work to be included in Project Work
<b>Investment Grade Energy Audit</b>		\$0	
<b>System Commissioning</b>		\$56,232	
<b>Equipment Initial Training Fees</b>	• Provide operating and maintenance manuals for all equipment. • Provide on-site owner training for applicable equipment and systems.	\$10,800	
<b>ESCO Overhead</b>		\$100,000	combined MEP & GC costs
<b>Unforeseen Conditions</b>		\$0	

**UPPER DUBLIN PUBLIC LIBRARY GUARANTEED ENERGY SAVINGS PROJECT**  
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**ESCO - SUMMARY OF WORK AND COSTS**

Complete Permit		\$85,367	
<b>TOTAL PROJECT COSTS</b>		<b>\$7,528,407</b>	
<b>MEP Alternate Deduct - Reuse of Existing Emergency Generator</b>	• Delete all work associated with replacing existing emergency generator.	-\$131,442	<b>NOT RECOMMENDED</b> - Deduct credit of \$131,442 to not replace emergency generator at this time.
<b>GC Alternate Deduct - Delete ALL scope related to Express / Children's Library</b>	• Delete all work associated with construction fit-out for Express/Children's Library with the exception of related MEP systems.	-\$243,203	<b>NOT RECOMMENDED</b> - Deduct credit of \$243,203 to delete fitout work associated with general construction work, including walls, and finishes. This would require overall floor-layout redesign & additional structural reinforcing design and install to move Children's Library to 2nd Floor.
<b>MEP Alternate Deduct - Exterior Site Lighting</b>	• Install new LED lights fixtures in specified locations where indicated on drawings, including 6 bollard lights and wall lights at main entrance. • Provide new lighting controls.	-\$27,926	<b>NOT RECOMMENDED</b> - Deduct credit of \$28,116 to delete additional exterior lighting at new main entrance.
<b>GC Alternate Deduct - Delete Installation of Exterior Drive-up Book</b>	• Delete all work associated with construction and installation of new exterior drive-up book drop, including interior fire walls and finish installation.	-\$28,116	<b>NOT RECOMMENDED</b> - Deduct credit of \$28,116 to not construct the exterior drive-up book drop.
<b>MC Alternate Deduct - Delete replacment of the Boiler</b>	• Added cost for boiler replacement to achieve predicted energy savings and also replace equipment that is 20+ years old. Includes savings of \$61,838 for not installing UG gas line (to be completed by Township).	-\$189,502	<b>NOT RECOMMENDED</b> - Deduct credit of \$189,502 because this would substantially lower yearly building energy savings.
<b>MC Alternate Deduct - Delete dehumidification for VAV's</b>	• Delete installation of reheat coils in VAV boxes and rezone existing baseboard radiation to supply heating and dehumidification capabilities.	-\$204,000	<b>NOT RECOMMENDED:</b> Deduct to delete heating coils in VAV units (\$204,000) not accepted. This would limit control of humidity throughout main Library spaces that could be detrimental to the stored reading materials.

**ESCO's RFQ REQUEST FOR QUALIFICATIONS SUMMARY**  
**UPPER DUBLIN PUBLIC LIBRARY GUARANTEED ENERGY SAVINGS PROJECT**  
**DEI PROJECT No. 711002**  
**ESCO PROPOSAL SUMMARY 3/18/2019**

Scope Category	Budget Cost	CM3 Proposal Cost	Adjusted Cost - Based on Preliminary Review	Adjusted Cost - Based on Final Review	Cost Savings	Comments
<ul style="list-style-type: none"> <li>• Mechanical Equipment</li> <li>•Plumbing Upgrades</li> <li>•Fire Protection Upgrades</li> <li>•Lighting Upgrades</li> <li>•Electrical Upgrades</li> <li>•Emergency Generator</li> <li>•Elevator Modernization</li> <li>•Security &amp; Telecommunications</li> <li>•Structural Improvements</li> </ul>						
<b>BASE MEP TOTAL</b>	<b>\$4,063,555</b>	<b>\$5,292,198</b>	<b>\$5,292,198</b>	<b>\$5,067,193</b>		Value Engineering of various Mechanical items and reuse of various systems where appropriate.
<b>Deduct Auditorium Upgrade</b>		<b>-\$75,632</b>	<b>-\$75,632</b>	<b>-\$75,632</b>		Accept deduct credit to upgrade lighting in Auditorium
<b>Deduct - Reuse existing ductwork</b>		<b>-\$264,000</b>	<b>-\$264,000</b>	<b>-\$264,000</b>		Accept deduct credit for savings of \$264,000 to reuse existing ductwork after VAV units.
<b>Lighting Package Deduct</b>		<b>-\$299,838</b>	<b>-\$299,838</b>	<b>-\$117,103</b>		Accept deduct credit of partial lighting fixtures revisions
<b>Elevator Modernization</b>		<b>-\$67,320</b>	<b>-\$67,320</b>	<b>-\$59,000</b>		Deduct - credit to reuse existing elevator piston accepted.
<b>Add - Boiler Replacement</b>			<b>\$251,340</b>	<b>\$189,502</b>		Added cost for boiler replacement to achieve predicted energy savings and also replace equipment that is 20+ years old. Includes savings of \$61,838 for not installing UG gas line (to be completed by Township).
<b>Deduct - Delete paging system for specified spaces. Paging ability included in Fire Alarm system.</b>				<b>-\$45,795</b>		Library would delete this system and use portable system for specific programs.
<b>Deduct - Delete dehumidification for Auditorium AHU</b>				<b>-\$39,572</b>		Deduct credit of \$39,572 would limit control of humidity in Auditorium.
<b>MEP Subtotal</b>	<b>\$4,063,555</b>	<b>\$4,585,408</b>	<b>\$4,836,748</b>	<b>\$4,655,593</b>	<b>-\$70,185</b>	<b>Cost savings between initial proposal &amp; final adjusted cost including MEP Value Engineered items and inclusion of new boiler replacement.</b>
<b>GC Scope</b>						
Selective Demo, General Conditions Interior Finishes, walls, ceilings						
<b>Base GC TOTAL:</b>	<b>\$3,828,451</b>	<b>\$3,090,169</b>	<b>\$3,090,169</b>	<b>\$2,960,579</b>		Value Engineering of various General Construction items and modified stud wall construction detail.
Deduct for different interior finishes		<b>-\$171,468</b>	<b>-\$171,468</b>	<b>-\$171,468</b>		Accept deduct credit to change interior finishes.
Deduct to utilize different ceiling tiles		<b>-\$95,040</b>	<b>-\$95,040</b>	<b>-\$168,696</b>		Accept deduct credit to utilize alternate ceiling tiles & reuse of existing ceilings in specified areas
Deduct exterior canopy		<b>-\$63,621</b>	<b>-\$63,621</b>	<b>\$0</b>		<b>Deduct credit to delete canopy from scope not accepted, canopy to be constructed.</b>
<b>GC Subtotal</b>	<b>\$3,828,451</b>	<b>\$2,760,040</b>	<b>\$2,760,040</b>	<b>\$2,620,415</b>	<b>\$139,625</b>	<b>Cost savings between initial proposal &amp; final adjusted cost including GC Value Engineered items</b>
<b>MEP &amp; GC Total Base</b>	<b>\$7,892,006</b>	<b>\$7,345,448</b>	<b>\$7,596,788</b>	<b>\$7,276,008</b>	<b>\$69,440</b>	<b>Total cost savings between Preliminary Review proposal costs &amp; final adjusted costs, including MEP &amp; GC Value Engineered items and inclusion of new boiler replacement.</b>

ESCO's RFQ REQUEST FOR QUALIFICATIONS SUMMARY  
 UPPER DUBLIN PUBLIC LIBRARY GUARANTEED ENERGY SAVINGS PROJECT  
 DEI PROJECT No. 711002  
 ESCO PROPOSAL SUMMARY 3/18/2019

Soft Cost Adjustment	\$1,016,905	\$561,602	\$561,602	\$252,399	\$309,203	Efficiency having the Design Team complete permit drawings. Savings of \$109,203. Reduction of Unforeseen Conditions \$200,000.
CM & Arch. Design Fees	\$949,265	\$949,265	\$868,598	\$868,598	\$80,667	Adjusted to include General Construction Permit Documents. Fees to date & finish. Library Consultant previously included in Archt. Fee.
Contingency for Scope & Unforeseen		\$750,000	\$750,000	\$750,000	\$0	Unforeseen conditions and scope changes.
<b>TOTAL</b>	<b>\$9,858,176</b>	<b>\$9,606,315</b>	<b>\$9,776,988</b>	<b>\$9,147,005</b>	<b>\$459,310</b>	<b>Total cost savings from original CM3 proposal</b>
Keystone Grant Awarded		-\$750,000	-\$750,000	-\$750,000		ESCO Grant
	<b>\$9,858,176</b>	<b>\$8,856,315</b>	<b>\$9,026,988</b>	<b>\$8,397,005</b>		

**Items not in Contract**

Furnishings & Technology	\$1,500,000	\$1,500,000	\$1,500,000	\$1,250,000		State Contract or CoStars
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MEP Alternate Deduct - Reuse of Existing Emergency Generator				-\$131,442		NOT RECOMMENDED - Deduct credit of \$131,442 to not replace existing emergency generator at this time.
GC Alternate Deduct - Delete ALL scope related to Express/Children's Library				-\$243,203		NOT RECOMMENDED - Deduct credit of \$243,203 to delete fitout work associated with general construction work, including walls and finishes. This would require overall floor-layout redesign & substantial additional structural reinforcing design and install to move Children's Library to 2nd Floor.
MEP Alternate Deduct - Exterior Site Lighting				-\$27,926		NOT RECOMMENDED - Deduct credit of \$28,116 to delete additional lighting at new entrance.
GC Alternate Deduct - Delete Installation of Exterior Drive-up Book Drop				-\$28,116		NOT RECOMMENDED - Deduct credit of \$28,116 to not construct the exterior drive-up book drop.
MC Alternate Deduct - Delete replacement of the Boiler				-\$189,502		NOT RECOMMENDED - Deduct credit of \$189,502 to not replace existing boiler. This would substantially lower yearly building energy savings.
MC Alternate Deduct - Delete dehumidification for VAV's				-\$204,000		NOT RECOMMENDED: Deduct to delete heating coils in VAV units (\$204,000) not accepted. This would limit control of humidity throughout main Library spaces that could be detrimental to the stored reading materials

## ATTACHMENT B - CASH FLOW ANALYSIS, ENERGY ACCOUNTING BASELINE & ENERGY SAVINGS ESTIMATE

- B.1 CM3 Building Solutions Cash Flow
- B.2 Energy Accounting Baseline
- B.3 Insert B-2 CM3 Savings Calculation Sheet



Project Name Proposal 20 Year																								
Cashflow Base	Escalation	Installation	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTALS	
<b>Energy Cost Avoidance</b>																								
Electrical	3.0%	\$	107,579	\$ 110,807	\$ 114,131	\$ 117,555	\$ 121,081	\$ 124,714	\$ 128,455	\$ 132,309	\$ 136,278	\$ 140,367	\$ 144,578	\$ 148,915	\$ 153,382	\$ 157,984	\$ 162,723	\$ 167,605	\$ 172,633	\$ 177,812	\$ 183,147	\$ 188,641	\$ 2,890,697	
Gas	3.0%	\$	(10,526)	\$ (10,842)	\$ (11,167)	\$ (11,502)	\$ (11,848)	\$ (12,203)	\$ (12,569)	\$ (12,946)	\$ (13,335)	\$ (13,735)	\$ (14,147)	\$ (14,571)	\$ (15,008)	\$ (15,458)	\$ (15,922)	\$ (16,400)	\$ (16,892)	\$ (17,399)	\$ (17,920)	\$ (18,458)	(\$282,848)	
<b>Total Energy Cost Avoidance</b>		\$	-	\$ 97,053	\$ 99,965	\$ 102,963	\$ 106,052	\$ 109,234	\$ 112,511	\$ 115,886	\$ 119,363	\$ 122,944	\$ 126,632	\$ 130,431	\$ 134,344	\$ 138,374	\$ 142,525	\$ 146,801	\$ 151,205	\$ 155,741	\$ 160,414	\$ 165,226	\$ 170,183	\$ 2,607,848
<b>Operational Cost Avoidance - Stipulated Cost Avoidance</b>																								
Avoided planned capital expense		\$7,528,407	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,528,407	
	3.0%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Peco Rebate	0.0%		\$12,150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,150	
<b>Total Operational Cost Avoidance</b>		\$ 7,528,407	\$12,150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,540,557	
<b>Total Energy &amp; Operational Cost Avoidance</b>		\$ 7,528,407	\$ 109,203	\$ 99,965	\$ 102,963	\$ 106,052	\$ 109,234	\$ 112,511	\$ 115,886	\$ 119,363	\$ 122,944	\$ 126,632	\$ 130,431	\$ 134,344	\$ 138,374	\$ 142,525	\$ 146,801	\$ 151,205	\$ 155,741	\$ 160,414	\$ 165,226	\$ 170,183	\$ 10,148,405	
<b>Project Install Cost</b>		\$7,528,407	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,528,407	
<b>Annual Measurement &amp; Verification</b>			\$0	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$38,000
<b>Total Expenses</b>		\$7,528,407	\$0	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$7,566,407	
<b>Net Cash Flow</b>																								
<b>Cumulative Cash Flow</b>		\$	-	\$ 109,203	\$ 97,965	\$ 100,963	\$ 104,052	\$ 107,234	\$ 110,511	\$ 113,886	\$ 117,363	\$ 120,944	\$ 124,632	\$ 128,431	\$ 132,344	\$ 136,374	\$ 140,525	\$ 144,801	\$ 149,205	\$ 153,741	\$ 158,414	\$ 163,226	\$ 168,183	\$ 2,581,998

## ATTACHMENT B.2- ENERGY ACCOUNTING BASELINE

In order to establish a measured baseline of energy consumption / usage by the OWNER, CONTRACTOR has used the energy bills provided by the OWNER in the Request for Proposal document. These bills have been compiled and totaled for energy usage amounts in both units of energy and dollars. The measurement and verification process will compare usage during the guarantee period against this base year data. Adjustments for weather and changes in building utilization will be accounted for utilizing the measurement and verification protocols detailed in Attachment G.

Baseline energy usage / consumption data was provided from January 2014 through December 2014. All energy units consumed during this period, whether documented in Attachment F or not, are included in the baseline year total energy unit consumption.

### Upper Dublin Township Library Baseline

Start Date	Stop date	KW	Kwh	\$ Amt.	\$/Kwh	HDH	CDH
12/16/2013	1/20/2014	316	194,688	\$ 18,235.11	\$ 0.0937	24,939	20
1/20/2014	2/18/2014	300	170,880	\$ 16,370.09	\$ 0.0958	26,691	-
2/18/2014	3/19/2014	289	153,984	\$ 14,637.13	\$ 0.0951	20,120	4
3/19/2014	4/17/2014	306	142,848	\$ 13,779.92	\$ 0.0965	11,363	394
4/17/2014	5/18/2014	306	141,696	\$ 13,685.72	\$ 0.0966	5,122	1,262
5/18/2014	6/17/2014	315	146,304	\$ 14,121.72	\$ 0.0965	946	4,534
6/17/2014	7/17/2014	309	137,856	\$ 15,970.45	\$ 0.1158	7	9,304
7/17/2014	8/14/2014	384	127,488	\$ 13,282.09	\$ 0.1042	21	6,850
8/14/2014	9/15/2014	311	154,752	\$ 16,038.92	\$ 0.1036	301	7,026
9/15/2014	10/14/2014	284	155,136	\$ 13,894.25	\$ 0.0896	2,133	1,809
10/14/2014	11/12/2014	284	128,640	\$ 13,188.22	\$ 0.1025	6,918	448
11/12/2014	12/16/2014	269	145,920	\$ 15,411.62	\$ 0.1056	19,775	48
		<b>1,800,192</b>	<b>\$ 178,615</b>	<b>\$ 0.0992</b>	<b>118,336</b>	<b>31,699</b>	

Upper Dublin Library	Baseline				Target				Savings			
	Electric KWH	Electric Cost	Gas CCF	Gas Cost	Electric KWH	Electric Cost	Gas CCF	Gas Cost	Electric KWH	Electric Cost	Gas CCF	Gas Cost
Baseline	1,800,192	\$ 178,579	-	\$ -								
Lighting					1,637,591	\$ 162,449			162,601	\$ 16,130		
Variable Speed Drives					1,613,014	\$ 160,011			24,577	\$ 2,438		
GPS					1,593,562	\$ 158,081			19,452	\$ 1,930		
New Controls					1,208,650	\$ 119,898			384,912	\$ 38,183		
Boilers					715,723	\$ 71,000	13,158	10,526.40	492,927	\$ 48,898	(13,158)	(10,526.40)
Totals	1,800,192	\$ 178,579	-	0	715,723	\$ 71,000	13,158	10,526.40	1,084,469	\$ 107,579	(13,158)	(10,526.40)

## ATTACHMENT C – SUPPORT SERVICES AGREEMENT

### SCOPE OF COVERAGE

Service to be provided at the following locations:

All locations listed in Attachment A, Scope of Work.

Annual reconciliation of the Energy portion of the Performance Guarantee.

### MEASUREMENT & VERIFICATION SERVICE COVERAGE INCLUDES:

- Annual Measurement and Verification of Energy Savings for the first year of the Contract. Additional Services Years to be verified by OWNER that the Energy Savings have been realized. Upon declaration by OWNER of Achievement of Savings, the Measurement and Verification Annual Support Services Agreement may be terminated by the OWNER.

NOTE: First Year Service included in Base Contract scope. Additional years of service to be contracted with Upper Dublin Township as required.

- Measurement and Verification Protocols are detailed in Attachment G of this Performance Contract Agreement.

Annual Costs: After first year, \$2,000 per year with 3% escalation annually.

## ATTACHMENT D – CONSTRUCTION PROGRESS PAYMENT SCHEDULE

The Construction Progress Payment Schedule will include the following disbursement amounts:

OWNER will make an initial payment to CONTRACTOR of zero percent (0%) of the project installed cost for project mobilization within thirty days of the signing of this agreement.

OWNER Payments to CONTRACTOR will be made via monthly progress payments up to the total contract amount with 10% retainage deducted up to 50% of the contract completion. Beyond 50% project completion, 5% retainage will be maintained until completion of the final punch list and acceptance by the OWNER.

Invoices will be submitted in a timely manner to insure that the OWNER, or the OWNER'S representative, can verify work completion prior to monthly payment. OWNER and CONTRACTOR will agree to a Schedule of Values for Project Scope of Work prior to commencement of installation.

**ATTACHMENT E – CERTIFICATE OF INSURANCE**

Client#: 59226 CM3BUILD  
**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
4/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> EJA/Capacity Ins. Agency LLC 217 Route 130 Bordentown, NJ 08505	<b>CONTACT NAME:</b> Valerie Fugh <b>PHONE (A/C, No, Ext):</b> 609-291-9950 <b>FAX (A/C, No):</b> 609-291-9954 <b>E-MAIL ADDRESS:</b> vfugh@ejains.com														
<b>INSURED</b> CM 3 Building Solutions, Inc. 185 Commerce Dr. Ste 1 Fort Washington, PA 19034	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Selective Way Insurance Co.</td> <td>26301</td> </tr> <tr> <td>INSURER B: Selective Ins. Co. of South Carolina</td> <td>19259</td> </tr> <tr> <td>INSURER C: Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER D: Crum &amp; Forster</td> <td>42471</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Selective Way Insurance Co.	26301	INSURER B: Selective Ins. Co. of South Carolina	19259	INSURER C: Lloyds of London		INSURER D: Crum & Forster	42471	INSURER E:		INSURER F:	
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INSURER D: Crum & Forster	42471														
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S2287014	01/02/2019	01/02/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (E a occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OTHER \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S2287014	01/02/2019	01/02/2020	COMBINED SINGLE LIMIT (E a accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S2287014	01/02/2019	01/02/2020	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 OTHER \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:			WC9046445 NJ DE WC9046446 PA MD	01/02/2019 01/02/2019	01/02/2020 01/02/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Cyber Liability			1113936	01/02/2019	01/02/2020	\$1,000,000 Claim/Agg
D	Pollution			PKC108273	01/02/2019	01/02/2020	\$1,000,000 Occ/Agg
D	Professional			PKC108273	01/02/2019	01/02/2020	\$2,000,000 Claim/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Upper Dublin Township & D'Huy Engineering Inc. is included as additional insured with respect to GL per form CG7988 0116 when required in written contract.

<b>CERTIFICATE HOLDER</b>  Upper Dublin Township 801 Loch Aish Ave Fort Washington, PA 19034	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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 #S1556161/M1555642

VFUG1

## ATTACHMENT F –BASELINE ADJUSTMENT EVENT LOG

**CUSTOMER:** Upper Dublin Township

**LOCATION:** Fort Washington, PA

Instructions: This form should be filled out as necessary by the OWNER to reflect any changes in facility operation or equipment load which should be reflected in the baseline for Energy Performance. This form shall be utilized to notify CONTRACTOR of any facility operations or added/deleted equipment that is altered from the operation of the facilities during the baseline year.

Date	Added	Size	Operational	Facility	Description of Event	Initials	CM3	Date

## ATTACHMENT G – MEASUREMENT & VERIFICATION METHODOLOGY

Guarantee Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or additional methodologies defined by CONTRACTOR that may be negotiated with OWNER at any time.

For reconciliation of Guarantee Savings employing the method of utility bill analysis consistent with F.E.M.P. option C:

Energy usage for the Facilities for such Guarantee Year will be summarized and compared with the adjusted Base Year energy usage for the Facilities through the use of energy accounting software. The difference between the adjusted Base Year Energy usage and the Guarantee Year energy usage will be multiplied by the applicable energy rate to calculate the Energy Cost avoidance. Energy Cost avoidance may also include, but are not limited to, savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the CONTRACTOR involvement. A Baseline Period will be specified (Attachment F) for the purpose of utility bill analysis.

### **STIPULATED OPERATIONAL COST AVOIDANCE.**

The agreed-upon Operational Cost avoidance as described in Attachment B (Cash Flow) will be deemed realized upon execution of this Agreement and will begin to accrue on the date of the completion and acceptance of each Retrofit improvement or on the commencement date for Support Services (Attachment C), whichever comes first. These savings are representative of information provided by the OWNER consisting of either whole or partially budgeted operational costs and as such, it is hereby understood and agreed that the OWNER is wholly responsible for assuring that these budgeted operational costs are accurate and achievable.

### **BASE YEAR ADJUSTMENTS.**

Base Year shall be adjusted to reflect: changes in occupied square footage; changes in energy-consuming equipment; changes in the Facilities; changes in Energy and Operational Savings Guarantee Practices adversely affecting energy consumption and/or demonstrated operational changes; changes in weather between the Base Year and the Guarantee Year; and documented or otherwise conclusively established metering errors for the Base year and/or any Guarantee Year adversely affecting energy usage measurement.

**FACILITY OPERATIONAL CHANGES.**

Except in the case of emergencies, OWNER agrees it will not, without the consent of an Authorized Representative of CONTRACTOR: make any significant deviations from the applicable Energy and Operational Savings Guarantee Practices; put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Energy and Operational Savings Guarantee Practices; or assume manual control of any energy management system or item of equipment if the same would constitute a deviation from the applicable Energy and Operational Savings Guarantee Practices.

**HOURS AND PRACTICES.**

To achieve these energy savings, CONTRACTOR and OWNER agree upon the operating practices listed in Section 14.

**ACTIVITIES AND EVENTS ADVERSELY IMPACTING SAVINGS.**

OWNER shall promptly notify CONTRACTOR of any activities known to OWNER which adversely impact CONTRACTOR'S ability to realize the Guaranteed Savings and CONTRACTOR shall be entitled to reduce its Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond CONTRACTOR'S reasonable control.

**ATTACHMENT H – CM3 BUILDING SOLUTIONS PERFORMANCE AND  
PAYMENT BONDS**

CM3 TO PROVIDE

## ATTACHMENT I

- Request for Proposals for Guaranteed Energy Saving Contract Issued in December 2018
- Request for Proposals Attachments A1, A2, A3
- Outline Specifications
- Drawings
- General Conditions
- Supplementary Conditions
- Contract Requirements
- Addenda 1 And 2

**UPPER DUBLIN TOWNSHIP  
REQUEST FOR PROPOSALS**

**FOR  
GUARANTEED ENERGY SAVINGS  
PROJECT**

**AT 520 VIRGINIA DRIVE  
FORT WASHINGTON, PENNSYLVANIA**

**ISSUED: December 3, 2018**

**PREPARED BY: D'HUY ENGINEERING, INC.**



**D'HUY ENGINEERING, INC.**  
1 East Broad Street, Suite 310  
Bethlehem, PA 18018  
TELEPHONE 610.865.3000  
FAX 610.861.0181

**REQUEST FOR PROPOSALS  
FOR  
UPPER DUBLIN TOWNSHIP  
AT 520 VIRGINIA DRIVE  
FORT WASHINGTON, PENNSYLVANIA  
GUARANTEED ENERGY SAVINGS PROJECT  
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PART I - GENERAL INFORMATION

PART II - INFORMATION REQUIRED FROM ESCOs

PART III - PROPOSED PROJECT SCHEDULE

PART IV - EVALUATION CRITERIA

PART V - PROJECT TERMS AND CONDITIONS

ATTACHMENTS

ATTACHMENT A1 - ESCO TECHNICAL SUBMITTAL FORM

ATTACHMENT A2 – SUBCONTRACTORS’ QUALIFICATIONS FORM

ATTACHMENT A3 - TECHNICAL ASSESSMENT

ATTACHMENT B:

B1 – ESCO COST SUBMITTAL FORM

B2 – ESCO PRELIMINARY ENERGY SAVINGS PLAN (ESP)

ATTACHMENT C - ENERGY AUDIT AGREEMENT

APPENDIX – TECHNICAL PROFILE OF PROJECT SITE

Appendix I - Specifications - Division 00-01

Appendix II - Design Development Drawings

**UPPER DUBLIN TOWNSHIP  
REQUEST FOR PROPOSALS  
GUARANTEED ENERGY SAVING PROJECT**

**PART I GENERAL INFORMATION**

**I-1 Purpose.** This Request For Proposals (RFP) contains information and requirements for Energy Service Companies (ESCOs) to prepare and submit a Proposal for a guaranteed energy savings contract, in accordance with the guaranteed energy savings contract requirements of Act 57 of 1998, 62 Pa. C.S. §3751-3757 (<http://www.legis.state.pa.us/WU01/LI/LI/US/PDF/1998/0/0057..PDF>) as amended by Act 77 of 2004, 62 Pa. C.S. §3752-3758 <http://www.legis.state.pa.us/WU01/LI/LI/CT/HTM/62/62.HTM> and Act 39 of 2010. (“Acts 57/77/39”), for **Upper Dublin Township**. This RFP, with any amendments, contains the only instructions governing the proposals and material to be included therein; a description of the service to be provided; general evaluation criteria; and other proposal requirements.

**I-2 Proposals.** Proposals are due no later than 3:00 on January 8, 2018 at the office of:  
Mr. Paul Leonard – Township Manager  
801 Loch Alsh Avenue  
Fort Washington, PA 19034

Provide six (6) copies of your proposal and one electronic version.

All questions should be directed to Kim LaBrake from D’Huy Engineering, Inc.

Email: [kjl@dhuy.com](mailto:kjl@dhuy.com)

Refer to I-10 for more information.

**I-3 Background & Special Requirements.**

Upper Dublin Township (the "Township,") issues this Request for Proposal ("RFP"), through which it intends to select a qualified energy service companies ("ESCOs") for potential award of a Guaranteed Energy Savings Contract (Contract) as defined in and pursuant to the Pennsylvania Guaranteed Savings Act (the "Act"). Any award of a Contract, if an award is made by the Township, would be through receipt and evaluation of proposals by the pre-qualified ESCOs responding to a subsequent request for proposals ("RFP") issued by the Township.

Only the ESCOs pre-qualified by the Township under this RFP has been invited to submit proposals in response to any subsequent RFP issued by the Township. This RFP is based on the competitive sealed proposal method of procurement, as permitted under the Act. Under such method of procurement, the Township may award a Contract to one or more ESCOs that best meets or meet the needs of the Township, price and other factors considered. The Township is not obligated to award a Contract to the ESCO proposing the greatest amount of cost savings to the Township.

Under any Contract awarded, the selected ESCO will be required to evaluate, recommend, design, install or implement, and at the Township option, finance, operate and maintain Energy Conservation Measures ("ECMs"), as defined in the Act, **including certain avoided or planned capital expenses**, at 520 Virginia Drive, Fort Washington Pennsylvania. Pursuant to the Act, the selected ESCO will be required to guarantee that the energy and operating cost savings to the Township resulting from the ECMs installed and operated will meet or exceed the amounts listed in the Contract. The term of a Contract may be for up to twenty (20) years from the date the

Township accepts the ECMs as installed and operational.

The Township reserves the right not to proceed with any subsequent RFP, and not to award any Contract. The Township will not be liable whatsoever for any costs or expenses incurred by any ESCO in connection with the ESCO's preparation and Submittal pursuant to this RFP.

The project Architect is Godshall Kane O'Rourke Architects. The project Construction Manager is D'Huy Engineering, Inc.

The ESCO project shall be performed in conjunction with the above team and in accordance with the project phasing that is developed by the Architect and Construction Manager. The ESCO proposals and contract shall include the following 1) An allowance of \$50,000 for permits and inspection fees. 2) An allowance of \$100,000 for unforeseen conditions and coordination. The ESCO shall act as a separate prime and coordinate all work with the others contracted to complete work by the Township. ESCO will comply with all the project General Conditions and requirements of the complete project including project phasing and milestones.

In addition to the information provided in Appendix I & II, the ESCO shall be responsible for all HVAC work including, but not limited to, the demolition of equipment, cleaning of existing ductwork scheduled to remain, new HVAC equipment, modifications to existing equipment to remain, connection of new equipment to existing systems and ductwork, all electrical modifications required for the new equipment, the ATC systems, cutting and patching of the roof for new equipment and maintaining the existing roof warranties, miscellaneous structural steel required to support new roof top equipment, etc. The extent of the electrical work the ESCO is responsible for shall include, but not be limited to, the removal of the existing light fixtures (interior & exterior), new light fixtures (interior & exterior), wiring of the new interior fixtures to the appropriate panel, and connection to the panel.

The ESCO will also provide an Alternate Price for General Construction improvements if the price and work is not included in the ESCO contract. The ESCO will coordinate all work with separate contractor hired by the Owner to perform this work.

The ESCO shall submit a complete proposal including a detailed technical audit as part of this submission so as to provide the best proposal for consideration. ESCO shall also identify separate breakdown of scope, cost and associated savings for each of the HVAC, lighting and other work identified.

- I-4 General Description.** Upper Dublin Township (UDT) is interested in contracting for a full range of energy services and energy-related capital improvements ("energy conservation measures" or "ECMs"), financed through a guaranteed energy savings contract at no initial capital cost to the UDT, for the Project Site(s). The ECMs may include but are not limited to: the design, acquisition, installation, modification, maintenance and training in the operation of existing and new equipment, which will reduce energy consumption and related costs associated with the heating, ventilation and air conditioning system, lighting systems, control systems and other energy using devices. Additionally, savings which would not reduce consumption per se but are aimed at cost savings, such as fuel switching, demand side management, on-site generation, utility bill auditing, utility rate changes, distribution upgrades etc. may also be considered. ECMs may also include the training of facility staff with respect to routine maintenance and operation of all improvements. ECMs must result in a guaranteed minimum energy savings with ESCO payments linked to actual documented energy and cost reductions. **Any stipulated energy and/or operational cost savings that may be attributed to this project will be rigorously reviewed and, ESCO will be required by the contract to thoroughly document and verify the**

savings, which must be approved by the UDT.

**The savings achieved by the ECMs in any year must be guaranteed to provide the project financing payment plus the service fees during that year for the duration of the contract. ESCOs will be required to guarantee energy and cost savings on an annual basis. No credit for the achievement of savings above and beyond the annual guarantee will be credited to satisfy performance guarantees in future years of the contract. Annual reconciliation of the achieved savings will be required.** In accordance with the provisions of Acts 57/77/39, no contract can exceed twenty (20) years in duration.

**I-5 Description of Procurement Process.** The process for the procurement of these energy conservation measures will proceed as follows:

**A. Submission of Proposals.** ESCOs must conduct a detailed technical scoping audit of the Project Site(s) described in Appendix II, Technical Profile of Proposal Project Site(s). This audit will form the basis of the proposals submitted by selected ESCOs in response to this RFP. Each response to this RFP shall consist of three parts: (1) Technical, (2) Cost Proposal and (3) Energy Audit Agreement as defined in Paragraph D of this section along with detailed audit and scope of work and costs for each ECM being proposed.

Upper Dublin Township will review and evaluate ESCO Technical Proposals first in accordance with the evaluation criteria specified in Part IV, Evaluation Criteria. ESCO responses to the Request for Qualification (RFQ) may also be considered in the evaluation of the Technical Proposals.

**B. Cost Proposals.** Upon completion of the evaluation of the Technical Proposals, UDT will evaluate the Cost Proposals.

**C. Oral Interview.** Each ESCO may be required to participate in an oral interview. The purpose of this session is to clarify specific aspects of the Technical Proposal and Cost Proposal to answer questions posed by the evaluation team about the Proposals. These oral interviews may be recorded. The oral interviews will be evaluated based upon the responses given in the oral interview.

**D. Energy Audit Agreement.** If UDT decides to proceed, UDT will enter into an Energy Audit Agreement with the selected ESCO which includes a negotiated scope of work and cost. Under the Energy Audit Agreement, ESCO will conduct an Investment Grade Technical Energy Audit of the project site(s) and propose a complete set of ECMs, including all project costs, the timetable for completing design, engineering bid specifications, and construction work; a detailed description of services to be provided, specific financing arrangements and terms, and the projected energy and cost savings, as well as special conditions offered by the company. If the investment grade technical energy audit results in a deviation greater than five percent (5%) of the project costs contained in the Detailed Technical and Cost Proposal, UDT is under no obligation to pay the agreed-upon price for the Investment Grade Technical Energy Audit and may initiate negotiations with another ESCO.

**E. Guaranteed Energy Savings Contract.** If UDT decides to proceed after it receives the Investment Grade Technical Energy Audit, UDT shall attempt to negotiate a guaranteed energy savings contract with the selected ESCO that performed the investment grade technical energy audit. If UDT decides not to enter into a guaranteed energy savings contract with the selected ESCO after the investment grade technical energy audit has been accepted, UDT agrees to pay the fee for the negotiated investment grade audit contained within the Energy Audit Agreement. This

fee shall not be greater than \$5,000 and UDT shall first be furnished all the audit electronic and hard copy files. UDT will also maintain ownership of all information contained in the proposal. Otherwise UDT is not liable for the payment of any amounts to the selected ESCO until a contract is negotiated and signed by ESCO, and UDT.

**If an acceptable contract cannot be reached within 90 days from the date of ESCO selection, negotiations with another ESCO may be initiated.**

**The ESCO contract shall include all the General Conditions and requirements of the contract and shall act as a separate prime Contractor and should follow the project phasing and milestone dates.**

- I-6 Type of Contract.** If a contract is entered into as a result of this RFP, the standard guaranteed energy savings contract referenced in I-1 will be used.
- I-7 Rejection of Proposals.** Upper Dublin Township reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.
- I-8 Incurring Costs.** UDT shall not be liable for any cost or expenses incurred by ESCOs in the preparation of their written responses or for attendance at any conferences and meetings related to this RFP. Any cost or expense incurred by ESCOs in conducting the preliminary technical scoping audit or for performing any analysis associated with this RFP shall be borne by ESCO.
- I-9 Preproposal Conference.** UDT will hold a mandatory preproposal conference on December 11, 2018 at 2:30 PM at the location identified in Part I-2. The purpose of this conference is to provide opportunity for clarification of the RFP. ESCO's should forward all questions to D'Huy Engineering, Inc. in accordance with Part I, Section I-10 to ensure adequate time for analysis before UDT provides an answer. The preproposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by D'Huy Engineering, Inc. and UDT. All questions and written answers will be issued as an addendum to, and shall become part of, this RFP. Attendance at the Preproposal Conference is mandatory. Failure to attend the preproposal conference may disqualify an ESCO from consideration for the contract to be awarded from this RFP, and its proposal will be returned unopened.
- I-10 Questions and Answers.** If an ESCO has any questions regarding this RFP, ESCO must submit the questions by email to Kim LaBrake of D'Huy Engineering; [kjl@dhuy.com](mailto:kjl@dhuy.com). If ESCO has questions, they must be submitted via email **no later than** 5:00 PM on December 31, 2018
- All questions and responses shall be issued as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-11**. UDT shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by D'Huy Engineering, Inc.
- I-11 Addenda to RFP.** If it becomes necessary to revise any part of this RFP before the proposal response date, D'Huy Engineering, Inc. will issue an addendum.
- I-12 Response Date.** To be considered for selection, hard copies of proposals must arrive at the office of the Township Manager located at 801 Loch Alsh Avenue, Fort Washington, PA 19034 (Attention Mr. Paul Leonard) on the date and time noted in Part I-2. UDT will **not** accept proposals via email or facsimile transmission. ESCOs who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals.

**I-13 Proposals.** To be considered, proposals must be a complete response to the RFP. Proposals are to be straightforward, concise presentations without extraneous material. Refer to Part II for additional information.

ESCOs shall make no other distribution of its proposal to any other person or entity. Each proposal page should be numbered for ease of reference. An official authorized to bind ESCO to its provisions must sign the proposal. For this RFP, the proposal must remain valid for ninety (90) days or until a contract is fully executed. If UDT selects an ESCO's proposal for award, the contents of the selected ESCO's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

**I-14 Economy of Preparation.** ESCOs should prepare proposals simply and economically, providing a straightforward, concise description of ESCO's ability to meet the requirements of the RFP.

**I-15 Alternate Proposals.** UDT has identified the basic approach to meeting its requirements. UDT encourages ESCOs to be creative and propose their best solution to meeting these requirements.

**I-16 Prime Contractor Responsibilities.** The contract will require the selected ESCO to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. UDT will consider the selected ESCO to be the sole point of contact with regard to contractual matters and will be considered a Prime Contractor.

A. All employees are subject to criminal background checks as required by Supplementary Conditions Article 18.15.

**I-17 Proposal Contents.** ESCOs should not label proposal submissions as confidential or proprietary. The Issuing Office will hold all proposals in confidence and will not reveal or discuss any proposal with competitors for the contract, unless disclosure is required:

A. Under the provisions of any Commonwealth or United States statute or regulation; or

B. By rule or order of any court of competent jurisdiction.

After a contract is executed, however, the successful proposal is considered a public record under the *Right-to Know Law*, 65 P.S. § 66.1—66.9, and therefore subject to disclosure. The financial capability information submitted under Part II shall not be disclosed in the final contract. All material submitted with the proposal becomes the property of UDT and may be returned only at UDT's option. UDT, in its sole discretion, may include any person other than competing ESCOs on its proposal evaluation committee. UDT has the right to use any or all ideas presented in any proposal regardless of whether the proposal becomes part of a contract.

**I-18 Best and Final Offers.** The Issuing Office reserves the right to conduct discussions with ESCOs for the purpose of obtaining "best and final offers." To obtain best and final offers from ESCOs, the Issuing Office may do one or more of the following:

A. Enter into pre-selection negotiations;

B. Schedule oral presentations; and

C. Request revised proposals.

UDT will limit any discussions to responsible ESCOs (those that have submitted responsive proposals

and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance) whose proposals UDT has determined to be reasonably susceptible of being selected for award. The Evaluation Criteria described in Part IV, shall also be used to evaluate the best and final offers.

- I-19 News Releases.** ESCOs shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of UDT, and then only in coordination with UDT.
- I-20 Term of Contract.** The contract will commence on the Effective Date, which will be fixed by UDT after the contract has been fully executed by the selected ESCO. The contract term will end no longer than twenty (20) years after the Commencement Date which shall be the first day of the month after the month in which the ESCO has delivered a Notice to UDT that it has installed and commenced operating all of the Equipment, and UDT has inspected and accepted said installation and operation as evidenced by a Certificate of Acceptance. The selected ESCO shall not start the performance of any work prior to the Effective Date of the contract and UDT shall not be liable to pay the selected ESCO for any service or work performed or expenses incurred before the Effective Date of the contract.
- I-21 ESCO's Representations and Authorizations.** By submitting its proposal, each ESCO understands, represents, and acknowledges that:
- A. All of ESCO's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s).
  - B. ESCO has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other ESCO or potential ESCO.
  - C. ESCO has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an ESCO or potential ESCO for this RFP, and ESCO shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- I-22 Notification of Selection.** UDT will notify the selected ESCO in writing of its selection for negotiation after UDT has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous.
- I-23 Payment and Performance Bond.** The ESCO shall be required to provide payment and performance bonds in the amount of 100% of the total contract amount.
- I-24 Prevailing Wage Rates.** The contract shall be subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 981, as amended, 43 P.S. Section 165-1 et seq. See Appendix I for prevailing wage determination.
- I-25 Steel Products Procurement Act.** In the performance of any contract awarded pursuant to this RFP, the ESCO, subcontractors, material men, or suppliers shall use only steel products, rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel-making process. Steel Products include not only case iron products but also machinery and equipment listed in the United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical), and 37 (transportation equipment) and made of, fabricated from, or containing steel

components. If a product contains both foreign and United States steel, such products shall be determined to be a United States Steel product only if at least 75% of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States.

When unidentified steel products are supplied under a contract, before any payment will be made, the contractor must provide documentation including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States. If a steel product is identifiable from its face, the contractor must submit certification that the contractor has fully complied with these requirements. Any such payments made to any person by UDT, which should not have been made as a result of these requirements, shall be recoverable directly from the contractor, subcontractor, manufacturer, or supplier who did not comply.

The contractor shall include the provisions of this Steel Products Procurement Act clause in any subcontract and supply contract, so that the provisions of these provisions shall be binding upon each subcontractor and supplier.

**1-26 Prohibition Against the Use of Certain Steel and Aluminum Products.** In accordance with the Trade Practices Act of July 23, 1968 P.L. 686 (71 P.S. § 773.101 et seq.), the contractor cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase of use of those countries' products, as listed below, is not permitted.

- A. BRAZIL: Welded carbon steel pipes and tubes; carbon steel wire rods; tool steel; certain steel products, including hot-rolled stainless-steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet and cold-rolled carbon steel sheet.
- B. SPAIN: Certain stainless-steel products, including stainless steel wire rod, hot-rolled stainless-steel bars and cold-formed stainless-steel bars; pre-stressed concrete steel wire strands certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet, hot-rolled carbon steel bars and cold-formed carbon steel bars.
- C. SOUTH KOREA: Welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet and galvanized steel sheet.
- D. ARGENTINA: Carbon steel wire rod and cold-rolled carbon steel sheet.

Penalties for violations of this paragraph may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

Note: This provision in no way relieves the contractor of its responsibility to comply with those provisions of this RFP that prohibit the use of foreign-made steel and cast-iron products.

**I-27 Site Visits.** DEI will arrange inspection tours of the building to be audited.

**To make arrangements, please contact:**

**Name: Kim LaBrake – D’Huy Engineering, Inc.**  
**Phone: 610.865.3000**  
**Email Address: [kjl@dhuy.com](mailto:kjl@dhuy.com)**

**I-28 Building Code.** This project shall be subject to the current adopted version of the Uniform Construction Code (UCC). ESCO, along with its design professionals and subcontractors, shall become familiar with and adhere to the UCC.

ESCO must include all plan review and inspections to the extent they are applicable to the scope of work on the project. This shall be coordinated with the Upper Dublin Township, Pennsylvania.

**I-29 Disclaimers.** The UDT reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Receipt by the UDT of a response to this RFP confers no rights upon the Proposer, nor obligations upon the UDT in any manner.

**I-30 Competitiveness and Integrity.** The proposal process defined within this RFP is designed to prevent biased evaluations and to preserve the competitiveness and integrity of contract awards. All evaluations will apply a consistent method of review and metrics to score ESCO proposals, as set forth in the attachments to this RFP. Proposers are to direct all communications regarding their proposal only to the Project Director designated above and are not to contact UDT Officials or employees directly unless specifically directed to do so by an authorized individual. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offending Proposer’s proposal.

**I-31 Insurance**

A. The successful Proposer and all subcontractors shall be liable to UDT, its employees, officers and agents for injury including bodily injury, death, damages to or destruction of property resulting, in whole or in part, from any negligent acts, errors or omissions of the Proposer or subcontractors in the performance of their services. The successful Proposer shall procure, and shall require all subcontractors to procure, prior to the commencement of services, and maintain, at its expense until final acceptance by UDT of all services required under the Energy Audit Agreement, insurance for liability for damages assumed under the Energy Audit Agreement, of the kinds and in the amounts provided below, with insurance companies authorized to do business in the State of Pennsylvania. All such policies shall name UDT, D’Huy Engineering, Inc., and Godshall Kane O’Rourke Architects as “additional insured”.

The insurance carriers shall have a rating of not less than “A- Class X” in the current A.M. Best Manual and must be approved by the UDT.

B. The successful Proposer and/or subcontractors shall procure and maintain at all times the below-listed types of insurance with limits of liability in at least the amounts listed below:

**a). Commercial General Liability Insurance.** The minimum amount of liability shall be \$1,000,000 per occurrence (combined single limit for bodily injury and property damage)/\$2,000,000 aggregate, including products, completed operations and contractual liability insurance.

**b). Workers' Compensation Coverage.** Workers' Compensation and Employers' Liability Coverage shall be provided as statutorily required but not less than \$1,000,000.00.

**c). Comprehensive Automobile Liability Insurance.** The policy shall cover owned, non-owned, hired, leased and rented vehicles used in connection with the services required by this project, with minimum limits of liability in the amount of \$1,000,000 per accident as a combined single limit for bodily injury and property damage.

**d). Excess Liability Coverage.** Excess liability coverage in the amount of not less than \$5,000,000 each occurrence and in the aggregate and shall be in the form of an Umbrella policy, and shall specifically be endorsed to be excess of the required Comprehensive General Liability Coverage, the Employers' Liability Coverage on the Workers' compensation policy, and the Comprehensive Automobile Liability policy.

**e). Professional Liability Insurance (Errors and Omissions) in the amount of \$2,000,000 per claim.** A Design Consultant and/or a Construction Management Firm that performs Design Work must maintain Professional Liability Insurance (Errors & Omissions), with coverage retroactive to the earlier of the date of the Energy Audit Agreement or the date of a Notice-to-Proceed for the Design Phase. Such coverage must be maintained for a period of three (3) years after the date of final payment by UDT or, if said coverage is not commercially available for such term, then for such term as is commercially available.

**f). Builder's Risk Insurance** Will be provided by the Owner.

C. Certificates of the required insurance as listed above with a thirty (30) day notice of cancellation provision shall be submitted to UDT with the certificate holder listed as follows:

Upper Dublin Township  
801 Loch Alsh Road  
Fort Washington, PA 19034

The successful Proposer must provide copies of the policies to UDT upon request.

**I-32 Liability.** The successful Proposer shall agree to assume all risk of loss and to indemnify and hold UDT, its officers, agents and employees, harmless from and against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss or damage to, or destruction of property (including UDT property) arising out of any act or omission of the successful Proposer, its employees or agents in the performance of the Energy Audit Agreement, except losses resulting from the negligence of UDT. Successful Proposer agrees to reimburse UDT for all costs and attorneys' fees expended by the UDT to enforce this indemnity provision.

The successful Proposer shall indemnify, defend and hold UDT harmless from and against any claim that the work performed or goods provided as a part of the Energy Audit Agreement infringes upon a patent, copyright, trademark or other intellectual property right by paying all amounts in settlement of the claim or as otherwise awarded by a court of law or other judicial or quasi-judicial body having jurisdiction over any such claim. The successful Proposer shall also reimburse UDT for all reasonable expenses incurred by UDT.

**I-33 Security.** Proposers must include with their proposal a security bond in an amount equal to ten percent

(10%) of the proposed initial investment in the project, as calculated at the time the proposal is made. The security bond shall secure the Board from loss or damage by reason of withdrawal of the proposal after the date set for submission of proposals for a period of sixty (60) days or as mutually agreed by the Board and the ESCO.

## **PART II INFORMATION REQUIRED FROM ESCOS**

**II-1 General.** ESCOs must submit 6 copies of their proposals as well as one electronic copy on thumb drive, in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFQ / RFP. ESCOs should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. Each Proposal shall consist of the following four completed sections:

- a. Technical Submittal, which shall be a response to RFP Part II, Sections II-3;
- b. Cost Submittal, in response to RFP Part II, Section II-4; and
- c. The properly completed and signed Energy Audit Agreement, in response to RFP Part II, Section II-5.

UDT reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that ESCO's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFQ / RFP.

**II-2 Evaluation Criteria.** Evaluation of Proposals: Applications will be evaluated based on the completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals, client references and responses of the shortlisted ESCOs during final selection interviews, as appropriate.

### **Technical Approach**

1. Quality of project-specific preliminary technical proposal, including comprehensiveness of analysis and understanding of existing building systems and conditions.
2. Quality of the sample investment grade technical energy audit.
3. Quality of baseline energy calculations.
4. Quality and comprehensiveness of technical approach and proposed ECMs.
5. Quality of approach to project commissioning
6. Comprehensiveness and quality of proposed M&V Plan.
7. Quality of approach to savings calculations and measurement.
8. Quality of sample design documentation for installed ECMs.
9. Quality of proposed training for facility staff.
10. Quality of proposed Maintenance Plan and warranty services.

**II-3 Technical Submittals.** ESCO shall submit the technical proposal for 520 Virginia Drive, including the

following information:

- **Attachment A1: ESCOs Technical Submittal.** Provide the original and five (5) copies of complete responses to the information requested in Attachment A1 to this RFP.
- **Attachment A2: Subcontractor Qualifications Form.** Complete the attached form for each identified subcontractor who will be directly involved in this project. Provide the original and five (5) copies of the complete form.
- **Attachment A3: Technical Assessment and Detailed Technical Energy Audit Report.** Include under separate cover, the original and five (5) copies clearly labeled "Attachment A3: Technical Assessment and Preliminary Technical Energy Audit Report" with the name of the submitting firm on the outside of the envelope. This audit is to be conducted by your firm on the project sites identified in Appendix II.

**II-4 Attachment B: ESCO's Cost Submittal:** The information requested in this section is required to determine the reasonableness of your quotation. One original and five (5) copies labeled as "Attachment B: Preliminary Cost Submittal" must be bound and sealed and submitted separately from the remainder of the proposal. ESCOs are required to use and follow the instructions and submit the required information in the format found in Attachment B to this RFP.

ESCO shall submit the cost proposal and for each item of work proposed. Provide separate costs and scope for HVAC, ATC, Lighting, and other work. ESCO is invited to identify "economies of scale".

**II-5 Attachment C: Energy Audit Agreement.** The Energy Audit Agreement referenced in Attachment C must be properly signed and returned with ESCO proposal. The ENERGY AUDIT AGREEMENT shall be submitted in a separate sealed envelope and kept separate from the Technical Submittal and Cost Submittal. One original and five (5) copies shall be submitted and clearly marked "Attachment C: ENERGY AUDIT AGREEMENT" with the name of the submitting ESCO on the outside of the envelope.

### **PART III PROPOSED PROJECT SCHEDULE**

<b><u>Activity</u></b>	<b><u>Date</u></b>
Issue RFP	November 30, 2018
Mandatory Preproposal Conference	December 11, 2018
Proposals Due with Detailed Technical Audit	January 8, 2019
Proposals Reviewed, Evaluated and Ranked	January 22, 2019
Oral Interviews	TBD
ESCO Recommended	January 31, 2019
Approval of Selected ESCO	February 12, 2019
Audit Contract Executed	February 28, 2019
Perform IGA (30 days)	March 2019
Contract Negotiations	April 2019
Contract Presented and Signed	April 2019
Notice to Proceed	April 19, 2019
Start Work	May 10, 2019
Substantial Completion	December 15, 2019

## **PART IV EVALUATION CRITERIA**

- IV-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must be (a) timely received from an ESCO; (b) properly signed by ESCO; and (c) formatted such that all cost data including but not limited to cost data relating to the proposal, Energy Audit Agreement cost data) is kept separate from and not included in the Technical Submittal.
- IV-2. Technical Nonconforming Proposals.** UDT reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in an ESCO's proposal.
- IV-3. Evaluation.** Responses will be evaluated based on the completeness and quality of the information provided. Failure to provide any of the requested information may result in disqualification. Refer to Part II for minimum information required from each ESCO.

## **PART V PROJECT TERMS AND CONDITIONS**

These sections describe the minimum conditions UDT will accept from the selected ESCO. Part V-1 defines the **Scope of Services**, and Part V-2 defines **Key Contractual Provisions**.

### **V-1 SCOPE OF SERVICES--TECHNICAL REQUIREMENTS**

- A. All energy audits, feasibility studies, engineering, design, plans and specifications shall be prepared, reviewed and approved by Professional Engineers licensed in the Commonwealth of Pennsylvania.
- B. UDT reserves the right of final approval of any selected equipment or modifications proposed. Only prior reviewed and approved equipment and modifications will be permitted.
- C. ESCO will be required to work with current building management and maintenance personnel, to coordinate construction and provide appropriate training in the operation of all retrofits. No equipment shall be installed that will require the hiring of additional personnel by UDT unless contract negotiations produce an explicit exemption from this rule for a specific installation.
- D. ESCO must provide reproducible "as built" and record drawings of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals to be submitted within 30 days of the completed installation.
- E. ESCO shall be responsible for the proper removal offsite of all packaging materials and all replaced or demolished materials or equipment.
- F. Asbestos-containing materials and lead based paint may be present in locations where the work is to be performed. An asbestos-containing material is defined as any material or product containing asbestos in any amount greater than one percent. All suspect asbestos-containing building materials impacted by the work outlined in this RFP shall be brought to UDT's attention and tested or verified for the presence of asbestos which is the responsibility of UDT.
- G. ESCO will be required to fully disclose all costs and fees associated with this project as required in Attachment B: ESCO's Cost Submittal.
- H. Using the EPA's ENERGY STAR tools and resources for each eligible facility, ESCO's will be required to provide an estimated pre-retrofit Energy Performance Rating using Portfolio Manager and an estimated post-retrofit Energy Performance Rating. The selected ESCO will be required to submit a completed Cash Flow Opportunity spreadsheet using the Cash Flow Opportunity Calculator as part of the Investment Grade Technical Energy Audit Report. ESCO will also be required to submit an updated ENERGY STAR rating for each eligible facility upon completion of each guaranteed year as part of the Guaranteed Energy Savings Agreement.
- I. ESCO shall submit the technical proposal and cost proposal on a building by building basis.
- J. Based on the information provided in Appendix II, ESCO shall prioritize and list recommendations.
- K. ESCO shall describe the final outcome in detail of each project. ESCO shall note any compromises from a visual and functional standpoint including but not limited to items not defined within the project scope but in need of repair or refurbishment.

## **V-2 CONTRACTUAL PROVISIONS:**

- A. The contents of the RFQ and RFP as well as ESCO's proposal become part of the final contract.
- B. UDT reserves the right of final approval over the scope of work and all end-use conditions. Only prior reviewed and approved equipment and modifications will be permitted by UDT.
- C. ESCO must carry the level of insurance required by UDT for both the construction and operations phases.
- D. All drawings, reports and materials prepared by ESCO in performance of the contract shall become the property of UDT and shall be delivered to them as needed.
- E. ESCO must secure all necessary licenses and permits and comply with all federal and state laws with respect to this project. All work completed under this contract must be in compliance with all building codes and appropriate accreditation, certification and licensing standards.
- F. The repayment obligation and term of the financing for this project must be arranged to coincide with the acceptance by UDT that the project is fully installed and operating.
- G. ESCO's will be required to guarantee energy and cost savings on an annual basis. No credit for the achievement of savings above and beyond the annual guarantee will be credited to satisfy performance guarantees in future years of the contract. Annual reconciliation of the achieved savings will be required.
- H. Any change in subcontractors must be approved by UDT.

## ATTACHMENT A1

### ESCO's TECHNICAL SUBMITTAL

**Each respondent is required to fully answer all questions in each category listed below. Provide your responses on 8 ½ " x 11" sheets of paper and number and title each answer to the corresponding category. All pages in your response to this attachment should be numbered sequentially. Respondents must also include a Table of Contents that indicates the section and page numbers corresponding to the information included.**

Summarize the scope of services (design, financial, operations, maintenance, training, etc.) offered by your firm for this project including the added value to UDT of your firm's services.

In the Project Summary include the following forms:

**A1.1 ESCO's GENERAL INFORMATION**

**A1.2 ESCO's ECM SUMMARY FORM,**

**A1.3 ESCO's PROJECTED ANNUAL ENERGY SAVINGS DATA FORM, and**

**A1.4 ESCO's PROJECTED ANNUAL ENERGY SAVINGS DATA FORM IV IN MMBtus.**



7. Organization Chart and Project Team Members

Submit an organizational chart that clearly identifies the roles and relationships of all key team members. Describe the relevant experience, qualifications and educational background of up to ten (10) individual team members assigned to this project.

8. Project Work Plan and Milestones

Describe your proposed management plan for accomplishing the work. Provide a project work plan to include all tasks and activities and along with a sample timeline of milestones necessary to implement all phases of the project.

9. Training Provisions

Describe your firm's proposed approach to providing technical training for facility personnel. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the contract. Indicate how your firm will address any turnover of key facility personnel as it relates to project performance.

10. Project Financing

Describe your firm's preferred approach to providing or arranging financing for this project. Describe the structure of the financing arrangement including projected interest rate, financing term, repayment schedule, equipment ownership, security interest required, the responsibilities/liabilities of each party, and any special terms and conditions that may be associated with the financing of this project. Describe how construction will be financed. Include your firm's bonding references including company name, address, contact person, telephone number and information on your firm's maximum bonding capability.

11. Annual Report

Submit a copy of your firm's most recent annual report.

## ATTACHMENT A1.2

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):  
 ENERGY CONSERVATION MEASUREs (ECMs) SUMMARY FORM  
 UPPER DUBLIN TOWNSHIP GUARANTEED ENERGY SAVINGS PROJECT

ESCO Name: \_\_\_\_\_

Proposed Preliminary Energy Savings Plan: ECMs (Base Project)	Estimated Installed Hard Costs <sup>(1)</sup> \$	Estimated Annual Savings \$	Estimated Simple Payback (years)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
<i>Add additional lines as needed*</i>	<b>Project Summary:</b>		

Optional ECMs <i>Considered, but not included with base project at this time</i>	Estimated Installed Hard Costs <sup>1</sup> \$	Estimated Annual Savings \$	Estimated Simple Payback (years)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10. <i>Add additional lines as needed*</i>			

(1) The total value of Hard Costs is defined in accordance with standard AIA definitions that include: Labor Costs, Subcontractor Costs, Cost of Materials and Equipment, Temporary Facilities and Related Items, and Miscellaneous Costs such as Permits, Bonds Taxes, Insurance, Mark-ups, Overhead, Profit, etc.

### ATTACHMENT A1.3

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):  
 PROJECTED ANNUAL ENERGY SAVINGS DATA FORM  
 UPPER DUBLIN TOWNSHIP GUARANTEED ENERGY SAVINGS PROJECT

ESCO Name: \_\_\_\_\_

The projected annual savings for each fuel type **MUST** be completed using the following format. Data should be given in the form of fuel units that appear in the utility bills.

<i>Energy/Water</i>	ESCO Developed Baseline (Units) <sup>(2)</sup>	ESCO Developed Baseline (Costs \$) <sup>(2)</sup>	Proposed Annual Savings (Units) <sup>(3)</sup>	Proposed Annual Savings (Costs \$) <sup>(3)</sup>
<b>Electric Demand</b> KW				
<b>Electric Energy</b> KWH				
<b>Natural Gas</b> (ccf)				
<b>Fuel Oil</b> (Gallons)				
<b>Steam</b> (Lbs)				
<b>Water</b> (Gallons)				
<b>Other (Specify)</b> (Units)				
<b>Other (Specify)</b> (Units)				
<b>AVOIDED EMISSIONS</b> <sup>(1)</sup>	Provide in Pounds (Lbs)			
<b>NOX</b>	Lbs			
<b>SO<sub>2</sub></b>	Lbs			
<b>CO<sub>2</sub></b>	Lbs			

- (1) ESCOs are to use the rates provided as part of this RFP to calculate Avoided Emissions. Calculation for all project energy savings and greenhouse gas reductions will be conducted in accordance with adopted NJBPU protocols
- (2) "ESCOs Developed Baseline": NHSSD's current annual usages and costs as determined by the proposing ESCO; based off NHSSD's utility information as provided to proposing ESCO.
- (3) "Proposed Annual Savings": ESCOs proposed annual savings resulting from the NHSSD's implementation of the proposed ESP, as based upon "ESCOs Developed Baseline".

**ATTACHMENT A1.4**

**ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):  
PROJECTED ANNUAL ENERGY SAVINGS DATA FORM IN MMBTUs  
UPPER DUBLIN TOWNSHIP GUARANTEED ENERGY SAVINGS PROJECT**

**ESCO Name:** \_\_\_\_\_

The projected annual energy savings for each fuel type **MUST** be completed using the following format. Data should be given in equivalent MMBTUs.

<b>ENERGY</b>	<b>ESCO Developed Baseline</b>	<b>ESCO Proposed Savings Annual</b>	<b>Comments</b>
<b>Electric Energy</b> (MMBTUs)			
<b>Natural Gas</b> (MMBTUs)			
<b>Fuel Oil</b> (MMBTUs)			
<b>Steam</b> (MMBTUs)			
<b>Other (Specify)</b> (MMBTUs)			
<b>Other (Specify)</b> (MMBTUs)			

**NOTE: MMBTU Defined:** A standard unit of measurement used to denote both the amount of heat energy in fuels and the ability of appliances and air conditioning systems to produce heating or cooling.

## **ATTACHMENT A2**

### **SUBCONTRACTORS QUALIFICATIONS FORM**

The **SUBCONTRACTORS QUALIFICATIONS FORM, ATTACHMENT A2** must be submitted for each of the identified subcontractors who will be involved in this project.

Use only the available forms to submit the qualifications of the subcontractors. A sample form follows.

**SUBCONTRACTORS QUALIFICATIONS FORM  
(ATTACHMENT A2)  
UPPER DUBLIN TOWNSHIP GUARANTEED ENERGY SAVINGS PROJECT**

The following information must be submitted for each of the identified subcontractors who will be involved in this project.

<b>Firm Name:</b> _____		
<b>Description of Role/Services to be Provided:</b> _____		
<b>Firm Information:</b>		
Business Address: _____		
Address Line 1 _____		
Address Line 2 _____		
City, State, Zip Code _____		
County _____		
<b>Contacts:</b>	Name: _____ Title: _____ Phone: _____ E-Mail: _____	Name: _____ Title: _____ Phone: _____ E-Mail: _____
Type of Firm: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Ownership <input type="checkbox"/> Joint Venture		
Federal Employee Identification: _____		
Year Firm was Established: _____		
Name and Address of Parent Company, if applicable: _____ _____ _____ _____		
Former Firm Name(s), if applicable: _____ _____ _____		
Five Year Summary of Contract Values for Energy Related Projects:		
2017 \$	_____	2014 \$ _____
2016 \$	_____	2013 \$ _____
2015 \$	_____	
<b>Corporate Background Historical Data</b>		
How many years has this firm been in business under its present business name? _____		
How long has this firm been involved in energy related business? _____		

**Technical Qualifications and Personnel Information**

Attach the resumes of the principal individuals who will be directly involved in this project. Indicate their specific qualifications including educational background, supervisory responsibilities, number of years or relevant experience and the specific role they will play in this project.

**Financial References**

Provide a company prospectus to include a Balance Sheet and Cash Flow statement not more than one year old. Please provide the name, address and telephone number of the firm(s) that prepared the Financial Statements.

## ATTACHMENT A3

### TECHNICAL ASSESSMENT

Include under separate cover clearly labeled "Attachment A3: Technical Assessment and Detailed Technical Energy Audit Report" with the name of the submitting firm on the outside of the envelope.

#### A3.0 Technical Site Assessment

Based upon your preliminary technical energy audit and available information discuss the site conditions, status of building systems, current operating procedures and potential cost-effective energy improvement opportunities. Describe any equipment modifications, installations or replacements at the facilities that you propose to implement and those that warrant further study. Describe any operational changes you would recommend.

#### A3.1 Energy Baseline Calculation Methodology, Procedure for Calculating Energy and Cost Savings, and Measurement and Verification Plan

Describe in the methods used to compute baseline energy use. Describe any computerized modeling programs used by your firm to establish baseline consumption. Please summarize procedures, formulas and methodologies including any special metering or equipment, your firm will use to measure and calculate energy savings for this project. Describe the methods used to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc. Provide a project-specific Measurement and Verification Plan. Indicate any operational cost savings opportunities and how such savings are to be identified, documented and measured. Describe your firm's proposed approach to treatment of savings achieved during construction and how those savings will be documented and verified.

#### A3.2 Project Commissioning

Provide a proposed project-specific Commissioning Plan.

#### A3.3 Equipment Maintenance Plan

Submit a proposed project-specific Maintenance Plan. Include a description of any major changes in operations or maintenance for this project that your company anticipates. Include a description of the types of maintenance services projected for this project. Address how you would approach the role of Upper Dublin Township personnel in performing maintenance on the new and existing and equipment. Discuss the relationship of maintenance services to the savings guarantee, any required duration of the maintenance agreement and what impact termination of maintenance prior to the end of the contract term would have on the guarantee.

#### A3.4 ESCO's Detailed Technical Audit Report

This audit is to be conducted by your firm on the project sites identified in Appendix II.

At a minimum, the following information is required:

- Identification of preliminary ECMs
- Detailed energy and operational cost savings calculations
- Technical data and assumptions used in this analysis
- Methods to develop baseline consumption
- Methods to calculate & document operational cost savings

## **ATTACHMENT B**

### **ESCO's COST PROPOSAL**

**The Cost Submittal forms shall be submitted in a separate sealed envelope and kept separate from the Technical Submittal, and Energy Audit Agreement. One original and five (5) copies shall be submitted and clearly marked "Attachment B: Cost Submittal" with the name of the submitting ESCO on the outside of the envelope.**

In the Cost Submittal include the following forms:

- 1. ESCO's PROPOSED PROJECT COST FORM (Provide in attached format.)**
- 2. ESCO's PROPOSED ANNUAL ENERGY SAVINGS vs. PROJECT COST ANALYSIS (Provide in your format.)**
- 3. ESCO PROPOSED FINANCING OF THE PROJECT. This can include up front cost with partial financing and energy savings offsets. Include all costs and identify all parameters for interest, etc. Provide in your format.**

Use only the following forms to develop the Cost Submittal. Samples of these forms follow.

## ATTACHMENT B-1

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):  
 ESCOs PROPOSED FINAL PROJECT COST FORM FOR PROJECT  
 UPPER DUBLIN PUBLIC LIBRARY GUARANTEED ENERGY SAVINGS PROJECT

The project and breakout costs shall follow the below format. Where ESCO is providing alternative, adjusted or additional breakout cost, highlight the item in the adjustment column and provide a comment indicating the change.

ESCO Name: \_\_\_\_\_

**PROPOSED CONSTRUCTION FEES**

	Fee Category	Hard Costs <sup>(1)</sup> Dollar (\$) Value	ESCO Adjustments	Comment
<b>A.</b>	<b>PRIME CONTRACT #1 MECHANICAL, ELECTRICAL &amp; PLUMBING (MEP) SCOPE FOR ALL AREAS AND SITEWORK.</b>	\$		
	<b>Estimated Value of Base Bid Hard Costs <sup>(1)</sup>:</b>			
	<b>Base Bid Work Breakouts</b>			
	Mechanical Selective Demolition – including removal of existing ceilings in all work areas			
	Hot Water Central Plant Upgrades			
	Chilled Water Central Plant Upgrade (Pumps)			
	Chilled Water Central Plant Chiller Upgrades			
	Refurbish AHU's			
	VAV System Modifications			
	Dehumidification Upgrades			
	Control System Upgrades			
	Domestic Hot Water			
	Plumbing Upgrades			
	Fire Protection Upgrades			
	Lighting Package in public areas and Main Library			
	Lighting Package in 1 <sup>st</sup> floor Children's Library			
	Exterior Lighting Replacement			
	Exterior Security (Doors and Camera's)			
	Exterior Door and Hardware Replacement			
	Misc. Structural Steel Framing			
	Elevator Modernization			
	Auditorium Upgrades			
	Data Network Wiring and Drops			
	Fire Alarm System			
	Miscellaneous Cutting and Patching			
<b>B.</b>	<b>ADD Alternate M1 – Boiler Replacement (Electric to Gas) with Savings</b>			
<b>C.</b>	<b>ADD Alternate M2 – Chiller Replacement w/ Savings</b>			
<b>D.</b>	<b>ADD Alternate E3 – Generator Replacement (Diesel to Gas) with Savings</b>			
<b>E.</b>	<b>DEDUCT all MEP Scope related to Children's Library</b>			
<b>F.</b>	<b>DEDUCT Auditorium Upgrades</b>			

	<b>PROJECT SERVICE FEES FOR GENERAL CONSTRUCTION SCOPE</b>			
	Investment Grade Energy Audit			
	Design Engineering Fees			
	System Commissioning			
	Equipment Initial Training Fees			
	ESCO Overhead – Permits	\$50,000		
	Unforeseen Conditions	\$100,000		
	Project Service Fees Sub Total			
	<b>TOTAL PROJECT COSTS:</b>			

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**ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):  
 ESCOs PROPOSED FINAL PROJECT COST FORM FOR PROJECT  
 UPPER DUBLIN PUBLIC LIBRARY GUARANTEED ENERGY SAVINGS PROJECT**

The project and breakout costs shall follow the below format. Where ESCO is providing alternative, adjusted or additional breakout cost, highlight the item in the adjustment column and provide a comment indicating the change.

ESCO Name: \_\_\_\_\_

**PROPOSED CONSTRUCTION FEES**

	Fee Category	Hard Costs <sup>(1)</sup> Dollar (\$) Value	ESCO Adjustments	Comment
<b>G.</b>	<b>PRIME CONTRACT #2 GENERAL CONSTRUCTION SCOPE FOR ALL AREAS</b>	\$		
	<b>Estimated Value of Base Bid Hard Costs <sup>(1)</sup>:</b>			
	<b>Base Bid Work Breakouts</b>			
	Selective Demolition			
	Temporary Facilities			
	Cast-in-Place Concrete/Unit Masonry			
	Metal Studs Partitions/Gypsum Wall Board			
	Decorative Metal/Glass Railings			
	Hollow Metal Frames, Wood Doors & Hardware			
	Book Drop Installation			
	Manufactured Wood Veneer Casework			
	Interior Finishes			
	Acoustical Panel Ceilings			
	Structural Steel Framing of 2 <sup>nd</sup> Floor			
	Miscellaneous Cutting and Patching			
<b>H.</b>	<b>DEDUCT all Scope related to Children's Library</b>			
<b>I.</b>	<b>DEDUCT Alternate Exterior Canopy</b>			
	<b>PROJECT SERVICE FEES FOR GENERAL CONSTRUCTION SCOPE</b>			
	Design Engineering Fees			
	Equipment Initial Training Fees			
	ESCO Overhead – Permits	\$50,000		
	Unforeseen Conditions	\$100,000		
	Project Service Fees Sub Total			
	<b>TOTAL PROJECT COSTS:</b>			

**PROPOSED ANNUAL SERVICE FEES**

First Year Annual Service Fees	Fees <sup>(1)</sup> Dollar (\$) Value
Measurement and Verification	
ENERGY STAR™ Services ( <i>optional</i> )	
Post Construction Services (2)	
Maintenance & Service of Control Systems after 1 <sup>st</sup> Year (Per year)	
Maintenance & Service of Central Plant after 1 <sup>st</sup> Year (Per year)	
Maintenance & Service of All Terminal Equipment after 1 <sup>st</sup> Year (Per year)	
Performance Monitoring after 1 <sup>st</sup> Year (Per year)	
On-going Training Services after 1 <sup>st</sup> Year (Per year)	
Verification Reports	
<b>TOTAL FIRST YEAR ANNUAL SERVICES</b>	

**NOTES:**

- (1) The total value of Hard Costs is defined in accordance with standard AIA definitions that include: Labor Costs, Subcontractor Costs, Cost of Materials and Equipment, Temporary Facilities and Related Items, and Miscellaneous Costs such as Bonds Taxes, Insurance, Mark-ups, Overhead and Profit, etc.
- (2) Annual service is included in the contract for the 1<sup>st</sup> year.

## ATTACHMENT B-2

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):  
 ESCO's PRELIMINARY ANNUAL CASH FLOW ANALYSIS FORM  
 UPPER DUBLIN PUBLIC LIBRARY GUARANTEED ENERGY SAVINGS PROJECT

ESCO Name: \_\_\_\_\_

Note: Respondents must use the following assumptions in all financial calculations:

(a) The cost of all types of energy should be assumed to inflate as indicated in the Agreement, Page 4.

1. Term of Agreement: 20 years (\_\_\_ Months)

2. Construction Period <sup>(2)</sup> (months): \_\_\_\_\_

3. Cash Flow Analysis Format:

Project Cost <sup>(1)</sup>: \_\_\_\_\_

Interest Rate to Used for Proposal Purposes \_\_\_\_\_ %

Year	Annual Energy Savings	Annual Operational Savings	Energy Rebates/Incentives	Total Annual Savings	Annual Project Costs	NHSSD Costs	Annual Service Costs <sup>(3)</sup>	Net Cash-Flow to Client	Cumulative Cash Flow
Installation									\$ -
1	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$	\$	\$
9	\$	\$	\$	\$	\$	\$	\$	\$	\$
10	\$	\$	\$	\$	\$	\$	\$	\$	\$
11	\$	\$	\$	\$	\$	\$	\$	\$	\$
12	\$	\$	\$	\$	\$	\$	\$	\$	\$
13	\$	\$	\$	\$	\$	\$	\$	\$	\$
14	\$	\$	\$	\$	\$	\$	\$	\$	\$
15	\$	\$	\$	\$	\$	\$	\$	\$	\$
16	\$	\$	\$	\$	\$	\$	\$	\$	\$
17	\$	\$	\$	\$	\$	\$	\$	\$	\$
18	\$	\$	\$	\$	\$	\$	\$	\$	\$
19	\$	\$	\$	\$	\$	\$	\$	\$	\$
20	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

**NOTES:**

(1) Includes: Hard costs and project service fees defined in ESCO's PROPOSED "FORM V"

(2) No payments are made by UDPL during the construction period.

(3) This figure should equal the value indicated on the ESCO's PROPOSED "FORM V". DO NOT include in the Financed Project Cost

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**ATTACHMENT C**  
**ENERGY AUDIT AGREEMENT**

This Energy Audit Agreement is entered into on \_\_\_\_\_, 2019, by and between Upper Dublin Township (hereinafter referred to as the "Agency") and \_\_\_\_\_ (the "ESCO"). The Agency and the ESCO are referred to herein as the "Parties".

**Whereas**, the Agency has issued a Request for Proposals (RFP) to select a qualified energy performance contractor to implement a guaranteed energy savings contract in accordance with the requirements of Act 57 of 1998, 62 Pa. C.S. §3751-as amended by Act 77 of 2004, 62 Pa. C.S. §3752-3758 ("Acts 57/77") at the "Facility(s)" and Act 39 of 2010;

**Whereas**, the ESCO submitted a proposal in response to the RFP;

**Whereas**, the Agency has evaluated the proposals submitted by qualified energy service companies and has selected the ESCO;

**Whereas**, the Agency is responsible for the operation, management and maintenance of the Facility(s);

**Whereas**, a comprehensive investment grade energy use and savings analysis (the "**Energy Audit**" and **Report**) must be performed at the Facility(s) in order to determine the feasibility of entering into a guaranteed energy savings contract to provide for the installation and implementation of energy conservation measures (ECMs) at the Facility(s);

**Whereas**, if the ECMs are demonstrated to be feasible, and if the amount of energy savings can be reasonably ascertained and guaranteed in an amount sufficient to cover all costs associated with the project at the Facility(s) and in accordance with the guaranteed energy savings contract requirements of Act 57, the Parties intend to enter into a guaranteed energy savings contract under which the ESCO shall design, procure, install, implement, maintain and monitor such energy conservation measures at the Facility(s);

**Now, therefore**, intending to be legally bound hereby, the Parties agree as follows:

**ARTICLE 1: SCOPE OF INVESTMENT GRADE ENERGY AUDIT AND REPORT.**

The ESCO will perform an Investment Grade Energy Audit and prepare a detailed engineering and economic report (the "Report") in accordance with the requirements of Act 57 and which specifically identifies the energy improvements and operational changes which are recommended to be installed or implemented at the Facility(s). The Report shall contain detailed projections of energy and cost savings to be obtained at the Facility(s) as a result of the installation of the recommended energy conservation measures (ECMs). The savings calculations must utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings for the Facility(s), i.e.: utilize: accurate marginal cost for each unit of savings at the time the audit is performed; documented material and operational costs actually avoided; adjustments to the baseline to reflect current conditions at the Facility(s) compared to the historic base period; calculations which account for the interactive effects of the recommended ECMs; etc. The Report shall clearly describe how utility tariffs were used to calculate savings for all ECMs. The Report shall describe the ESCO's plan for installing or implementing the measures in the Facility(s), including all anticipated costs associated with such installation and implementation. The primary purpose of the Report is to provide an engineering and economic basis for negotiating the guaranteed energy savings contract between the Agency and the ESCO; however, the Agency shall be under no obligation to negotiate such a contract.

The ESCO shall perform the following tasks in performing the Energy Audit and preparing the Report:

A. Collect General Facility(s) Information

The ESCO shall collect general Facility(s) information such as: size, age, construction type, condition and general use of the Facility(s). The ESCO shall also collect and summarize Facility(s) utility cost and consumption data for the most recent 36-month period. The ESCO shall evaluate the impact on utility cost and consumption of any energy initiatives, currently being installed or currently contemplated to be installed by the Agency in the Facility(s), which will remain separate from the guaranteed energy savings contract throughout the duration of that contract.

Agency shall furnish (or cause its energy suppliers to furnish) all available records and data concerning energy and water usage for the Facility(s) for the most current 36 month period, if available, including: Utility records; occupancy information; descriptions of any changes in the structure of the Facility(s) or its heating, cooling, lighting or other systems or energy requirements; descriptions of all major energy and water consuming or energy and water saving equipment used in the Facility(s); any comfort problems, code deficiencies, and a description of current energy management procedures. The Agency shall also furnish a record of any energy related improvements or modifications that have been installed during the past three years, or are currently being installed or are currently contemplated to be installed by the Agency in the Facility(s) separate from the guaranteed energy savings contract throughout the duration of that contract. The Agency shall also provide copies of drawings, equipment logs and maintenance work orders to the ESCO.

B. Analyze Existing Systems and Equipment

The ESCO shall compile an analysis based on a physical inspection of the major electrical and mechanical systems at the Facility(s), including:

- Cooling systems and related equipment
- Heating and heat distribution systems
- Automatic temperature control systems and equipment
- Air distribution systems and equipment
- Outdoor ventilation systems and equipment
- Exhaust systems and equipment
- Electric motors 5 HP and above, transmission and drive systems
- Interior and exterior lighting
- Other major energy using systems, if applicable

The analysis shall address the following considerations:

1. the loads, proper sizing, efficiencies or hours of operation for each system; (Where Facility(s) operating or climatic conditions necessitate, engineering estimates may be used, but for large fluctuating loads with high potential savings appropriate measurements are required unless waived by the Agency);
2. current operating condition for each system;

The ESCO shall conduct interviews with Facility(s) operation and maintenance staff regarding the Facility(s)'s mechanical systems operation, occupancy patterns and problems with comfort levels or equipment reliability.

C. Establish Base Year Consumption and Reconcile with End Use Consumption Estimates

The ESCO shall examine the most recent 36 months of utility bills and establish Base Year consumption for electricity, fossil fuels and water by averaging; or selecting the most representative contiguous 12 months. The ESCO shall consult with Facility(s) staff and account for any unusual or anomalous utility bills which may skew Base Year consumption from a reasonable representation.

The ESCO shall analyze all major end uses representing more than 5% of total Facility(s) consumption including, but not limited to:

- Lighting
- Heating
- Cooling
- HVAC motors (fans and pumps)
- Plug load
- Other equipment
- Miscellaneous

Where loading and/or usage are highly uncertain, the ESCO shall employ spot measurement and/or short term monitoring at its discretion, or at the request of the Agency. Reasonable applications of measurement typically include variable loads that are likely candidates for conservation measures, such as cooling equipment.

D. Develop List of Potential Energy Conservation Measures (ECMs)

The ESCO shall:

1. Identify and propose potential ECMs for installation or implementation at the Facility(s), including cut sheets on proposed equipment. For non-standard ECMs provide information regarding product site installations.
2. Provide a detailed estimate of the cost, savings and life expectancy of each proposed ECM.
3. Specify Facility(s) operations and maintenance procedures which will be affected by the installation/ implementation of the proposed ECMs.
4. Provide analysis methodology, supporting calculations and assumptions used to derive baselines (e.g. lighting operating hours) and estimate savings. Provide the existing and proposed air and hot water temperatures, amount of outdoor air ventilation (CFMs) lighting and acoustic levels. Provide copies of the utility tariffs and commodity price histories used in savings calculations. Manual calculations should disclose essential data, assumptions, formulas, etc. so that a reviewer could replicate the calculations based on the data provided.
5. For savings estimates using computer simulations, the ESCO shall provide access to the program and all inputs and assumptions used, if requested by the Agency.
6. Provide a detailed preliminary savings measurement and verification plan for each proposed ECM.
7. Provide a detailed preliminary commissioning plan for the proposed ECMs.
8. Provide detailed calculations for any rate saving proposals.
9. Provide detailed supporting calculations for any proposed maintenance, material or other operational savings. Describe annual variances in savings from year to year (e.g. lighting, warranties).
10. Estimate any environmental costs or benefits of the proposed ECMs (e.g. disposal costs, avoided emissions, water conservation, etc.). Provide emissions reductions data for NOX, CO2 and SO2. Segment emissions data for direct site emissions reductions (e.g. fossil fuels) and indirect emissions reduction data (e.g. electricity/water).
11. Using the EPA's ENERGY STAR tools and resources, provide an estimated post-retrofit Energy Performance Rating using the Delta Score Estimator and submit a completed Cash Flow Opportunity spreadsheet using the Cash Flow Opportunity Calculator for each eligible facility. Information regarding ENERGY STAR, Portfolio Manager and a list of eligible facility types can be found at:  
[http://energystar.gov/index.cfm?c=tools\\_resources.bus\\_energy\\_management\\_tools\\_resources](http://energystar.gov/index.cfm?c=tools_resources.bus_energy_management_tools_resources)
12. For all proposed ECMs, the ESCO shall comply with all applicable state, federal and local codes and regulations in

effect at the time of this analysis.

E. Select Final Recommended ECMs

The ESCO shall, in consultation with the Agency, recommend specific ECMs from its preliminary compilation for installation and implementation at the Facility(s).

F. Cost and Fee Estimates

The ESCO shall provide detailed estimates of all costs and fees associated with the installation and implementation of the ECMs including:

- Engineering/design costs for individual ECMs
- Contractor/vendor estimates for individual ECM hard costs
- Contingency costs for individual ECM hard cost
- Construction management fees for the project
- Commissioning costs for individual ECMs
- Initial training costs
- Annual service fees including
  - Measurement and verification
  - Maintenance
  - Performance monitoring
  - Ongoing training services
  - Other costs/fees (specify)

G. Savings Estimates

The Agency has endeavored to provide the ESCO with sufficient general and specific guidance in this ARTICLE 1 to develop the savings estimates for the Report. In the event that questions arise as to the calculation of savings or whether certain items will be allowed as savings, the ESCO shall seek written guidance from the Agency. Agency rejection of certain calculations of savings or rejection of certain items as allowable savings in the Report shall be at the risk of the ESCO.

**The following items will be allowed as savings or in the development of savings:**

- Agency material/commodity cost**
- Outside maintenance labor costs (if applicable)**
- Annual Escalation rates of 1% for natural gas**
- Annual Escalation rates of 1% for electricity**
- Annual Escalation rates of 1% for water**
- Annual Escalation rates of 1% for material/commodity cost savings**
- Annual Escalation rates of 1% for allowable labor savings**

**D.O.E. projected escalation rates for utilities may be used.**

**The following items will not typically be credited as savings derived from a proposed ECM. The ESCO may seek exemptions from the Agency on a case-by-case basis. However, the final determination of allowable savings in each case considered shall reside with the Agency:**

**Agency in-house labor cost, and Agency deferred maintenance cost**

## H. Report Format

The ESCO shall prepare a two-volume report as follows:

Each volume should be submitted using 8 ½ " x 11" sheets of paper and a font size no smaller than 10 point. The pages in each volume should be numbered sequentially, include a Table of Contents and tabbed with the visible titles of corresponding Schedules (Volume 1) or Sections (Volume 2).

**Volume 1 of 2** shall include the presentation of information in the following Schedules required for the Guaranteed Energy Services Agreement (GESA) to the extent the information has been developed during the course of performing the audit. Preliminary information and incomplete schedules will be finalized during audit negotiations, prior to execution of the GESA.

### Schedules

Schedule A	Equipment to be Installed by ESCO
Schedule B	Description of Premises; Pre-Existing Equipment Inventory
Schedule C	Energy Saving Guarantee
Schedule D	Compensation to ESCO
Schedule E	Baseline Energy Consumption
Schedule F	Savings Measurement & Calculation Formulae; Methodology to Adjust Baseline
Schedule G	Construction and Installation Schedule
Schedule H	Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment
Schedule I	Standards of Comfort
Schedule J	ESCO's Maintenance Responsibilities
Schedule K	Agency's Maintenance Responsibilities
Schedule L	Facility Maintenance Checklist
Schedule M	ESCO's Training Responsibilities
Schedule N	Installment Purchase and Payment Schedule
Schedule O	Proposed Final Project Cost & Proposed Final Project Cash Flow Analysis (See Exhibit B-1 & B-2 at the end of this Energy Audit Agreement)

### Exhibits

Exhibit I	Performance Bond/Construction Bond
Exhibit II (i)	Certificate of Acceptance—Technical Audit
Exhibit II (ii)	Certificate of Acceptance—Installed Equipment
Exhibit III	Equipment Warranties

**Volume 2 of 2** shall include all of the information required in Section D and the Sections below, and presented in the following format:

1. **Executive Summary:** Provide an executive summary which describes the Facility(s), measures evaluated, analysis methodology, results and a summary table presenting the cost and savings estimates for each recommended measure. Include a summary of the recommended measures and costs using the table format provided below. A 20-year project should show a 20-year total, not one year average, of ongoing costs such as measurement & verification, maintenance or training fees. Refer to Attachment B for cost definitions.
2. **Measures Not Evaluated:** Include a discussion of measures not evaluated in detail and the explanation of why a detailed analysis was not performed.
3. **Baselines:** Provide a summary of all utility bills, consumption baselines and how they were established, and end use reconciliation with respect to the baselines including a discussion of any unusual characteristics and findings.
4. **ECM Summaries:** Provide detailed descriptions for each ECM including analysis method, supporting calculations (may be submitted in appendices), results, proposed equipment and implementation issues. Provide a financial analysis for each proposed ECM (See Section F).

- 5. **Cost and Savings Estimates:** Conclusions, observations and caveats regarding cost and savings estimates.
- 6. **Appendices:** Provide thorough appendices which document the data relied upon to prepare the analysis and how that data was collected.

I. Submission of the Report

The Report shall be completed and submitted to Agency within 30 days of the date of execution of this Energy Audit Agreement.

	ECM	Hard Cost	Financed Cost	Annual Energy Cost Savings	Simple Payback (years)
1					
2					
3					
	<b>Project Summary</b>				
<b>Estimated Annual Costs (Total for life of project)</b>					
<b>Total budget cost for Project (Financed Cost and Estimated Annual Costs)</b>					

J. Acceptance of the Report– If Energy Conservation Measures are Feasible.

The Agency shall accept the Report if the recommended ECMs are feasible. If the Agency determines that one or more of the recommended ECMs are not feasible, the Agency shall give the ESCO written notice of any and all said objections, in detail, within thirty (30) business days of receipt of the Report. The ESCO shall, if necessary, correct the Report and submit a second draft within thirty (30) days of said notification. The Agency shall have ten (10) business days from receipt of the revised Report to notify the ESCO if any objections have not been corrected. Upon such notification, the ESCO shall have thirty (30) days to resubmit the Report, and Agency shall have ten (10) business days to respond. This re-submission process may continue until: (1) the date all material concerns are resolved and the Report is accepted, (2) the dispute is resolved in accordance with the provisions of Article 3 P. If the Agency fails to give the ESCO any written notice within the time provided for in this Article I.J, the Report is deemed to have been accepted by the Agency.

**ARTICLE 2: GUARANTEED ENERGY SAVINGS AGREEMENT.**

The Parties intend to enter into a Guaranteed Energy Savings Agreement (GESA) under which the ESCO shall design, install and implement energy conservation measures which the Parties have agreed to and provide certain maintenance and monitoring services. However, nothing in this Agreement should be construed as an obligation on any of the Parties to execute such a GESA. The terms and provisions of such a GESA shall be set forth in a separate agreement.

**ARTICLE 3: STANDARD TERMS AND CONDITIONS.**

**A. TERM OF AGREEMENT**

The term of this Agreement shall commence on the Effective Date (as defined below) and shall end on December 31, 2018 (the Expiration Date) subject to the other provisions of this Agreement.

The Effective Date shall be the date this Agreement has been fully executed by the ESCO and by the Agency and all approvals required by Agency contracting procedures have been obtained. This Agreement shall not be a legally binding contract until after the Effective Date and when the fully-executed Agreement has been sent to the ESCO.

The Contracting Officer shall issue a written Notice to Proceed to the ESCO directing the ESCO to start performance on a date which is on or after the Effective Date. The ESCO shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the Agency shall not be liable to pay the ESCO for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No agency employee has the authority to verbally direct the commencement of any work under this Agreement.

**B. INDEPENDENT CONTRACTOR**

In performing the services required by this Agreement, the ESCO will act as an independent Contractor and not as an employee or agent of the Agency.

**C. COMPLIANCE WITH LAW**

ESCO shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and codes, regulations, in effect at the time of this agreement and in accordance with sound engineering and safety practices, and in compliance with any and all reasonable rules of Agency relative to the Premises.

The ESCO shall comply with all statutes and regulations of the Commonwealth of Pennsylvania concerning environmental quality control administered by DEP. These include but are not limited to, the Clean Streams Law, the Clean Water Act, Pennsylvania Sewage Facilities Act, Air Pollution Control Act, Surface Mining Conservation and Reclamation Act, Bituminous Coal Open Pit Mining Conservation Act, Dams and Encroachments Act, Water Well Driller's Act, Water Works Act and Atomic Energy Act, all as amended to date. The ESCO is responsible for any violations and shall secure all required permits. Erosion control measures are shown on drawings and specifications and/or specified in the General Requirements. An erosion control permit, if required, will be obtained by the Professional.

**D. ENVIRONMENTAL PROVISIONS**

In the performance of this Agreement, the ESCO shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

**E. POST-CONSUMER RECYCLED CONTENT**

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Agency as a part of the performance of this Agreement must meet the minimum percentage levels for total recycled content as specified in Exhibits A-1 through A-3 of this Agreement.

**F. COMPENSATION/EXPENSES**

**It is clearly understood by both parties hereto that, if the Parties successfully negotiate and execute a GESA, no payment shall be due for the Energy Audit or Report under the terms of this Agreement. This Agreement shall automatically terminate upon the execution of a GESA by the ESCO and the Agency for an energy performance contracting project at the Facility(s). It is further understood that provisions for payment of the audit fee of (NOT TO EXCEED \$5,000.00) shall be incorporated into the GESA.**

The GESA if executed shall include all the project General Conditions, Phasing, Milestones and other requirements that make the ESCO a separate Prime Contractor responsible for coordination and other requirements for execution of the work.

The ESCO shall be required to perform the specified services at the price(s) quoted above. All services shall be performed within the time period(s) specified in this Agreement. In the event the Agency terminates this Agreement as provided for in Article 3(O.), the ESCO shall be compensated only for work performed to the satisfaction of the Agency. The ESCO shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Agreement and payment for said specified services shall be made in accordance with Article 3 (O.).

**G. TAXES**

The Agency is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases. With the exception of purchases of the following items, no

exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Agency is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction ESCO from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

## **H. WARRANTY**

The ESCO warrants that all services performed by the ESCO, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in this Agreement, all services and parts are warranted for a period of one year following completion of performance by the ESCO and acceptance by the Agency. The ESCO shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Agency.

## **I. STATEWIDE BUILDING CODE**

Due to changes resulting from passage of the Statewide Building Code, the Department of Labor and Industry (L&I) has sole responsibility for plan review and inspection for all State-owned facilities.

This project shall be subject to the Uniform Construction Code. The ESCO, along with its design professionals and subcontractors, shall become familiar with and adhere to the UCC, including but not limited to: Upper Dublin Township, Pennsylvania plans submission and review requirements for approval to obtain building and other permits and inspections required to obtain the occupancy permit. The most recent information regarding L&I requirements can be found on L&I's website at: <http://www.dli.state.pa.us/landi/cwp/view.asp?a=310&q=210892&landiRNavrad93A43=>

The ESCO must include Upper Dublin Township, Pennsylvania plans review and inspections to the extent they are applicable to the scope of work on the project.

## **J. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY**

1. The ESCO shall hold the Agency harmless from any suit or proceeding which may be brought by a third party against the Agency, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by the ESCO, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Agency agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the Agency Attorneys Act 71 P.S. § 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Agency in actions brought against the Agency. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the ESCO, the Agency will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Agency from continuing to use the items provided by the ESCO shall be made without the Agency's prior written consent. In all events, the Agency shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the ESCO that, in the event it requests that the Agency to provide support to the ESCO in defending any such claim, the ESCO shall reimburse the Agency for all expenses (including attorneys' fees, if such are made necessary by the ESCO's request) incurred by the Agency for such support. If OAG does not delegate the defense of the matter, the ESCO's obligation to indemnify ceases. The ESCO will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.
2. The ESCO agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The ESCO certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may

be held by third parties. The ESCO also agrees to certify that work produced for the Agency under this Agreement shall be free and clear from all claims of any nature.

3. If the defense of the suit is delegated to the ESCO, the ESCO shall pay all damages and costs awarded therein against the Agency. If information and assistance are furnished by the Agency at ESCO's written request, it shall be at the ESCO's expense, but the responsibility for such expense shall be only that within the ESCO's written authorization.
4. If, in the ESCO's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the ESCO's obligation to satisfy any final award, the ESCO may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the ESCO's option and expense, obtain the rights for the Agency to continue the use of such products, materials, reports, studies, or computer programs.
5. If any of the products, materials, reports, studies, or computer programs provided by the ESCO are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the ESCO shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
6. If the ESCO is unable to do any of the preceding, the ESCO agrees to pay the Agency:
  - a. any amounts paid by the Agency less a reasonable amount based on the acceptance and use of the deliverable;
  - b. any license fee less an amount for the period of usage of any software; and
  - c. the prorated portion of any service fees representing the time remaining in any period of service for which payment was made
7. The obligations of the ESCO under this Section continue without time limit and survive the termination of this Agreement.
8. Notwithstanding the above, the ESCO shall have no obligation for:
  - a. modification of any product, service, or deliverable provided by the Agency;
  - b. any material provided by the Agency to the ESCO and incorporated into, or used to prepare, a product, service, or deliverable;
  - c. use of the product, service, or deliverable in other than its specified operating environment;
  - d. the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the ESCO as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that ESCO did not provide;
  - e. infringement of a non-ESCO product alone.
  - f. the Agency's distribution, marketing or use beyond the scope contemplated by the Agreement; or
  - g. the Agency's failure to use corrections or enhancements made available to the Agency by the ESCO at no charge.

9. The obligation to indemnify the Agency, under the terms of this Section, shall be the ESCO's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

#### **K. OWNERSHIP RIGHTS**

The Agency shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Agency as part of the performance of this Agreement. The ESCO shall have no responsibility to Agency or others for any use of information provided by the ESCO unless it is implemented through a subsequently-executed GESA.

#### **L. ASSIGNMENT OF ANTITRUST CLAIMS**

The ESCO and the Agency recognize that in actual economic practice, overcharges by the ESCO's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Agency. As part of the consideration for the award of this Agreement, and intending to be legally bound, the ESCO assigns to the Agency all right, title and interest in and to any claims the ESCO now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Agreement.

#### **M. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

1. ESCO shall hold the Commonwealth and the Agency harmless from and indemnify them against any and all third party claims, demands and actions based upon or arising out of any activities performed by ESCO and its employees and agents under this Agreement, provided the Agency gives ESCO prompt notice of any such claim of which it learns.
2. Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101 et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Agency in actions brought against the Agency. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense to ESCO. If OAG delegates the defense to ESCO, the Agency will cooperate with all reasonable requests of ESCO made in the defense of such suits. If OAG does not delegate the defense of the matter, ESCO's obligation to indemnify ceases. ESCO will, at its expense, provide whatever cooperation OAG requests in the defense of the suit. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld.

#### **N. AUDIT PROVISIONS**

The Agency shall have the right, at reasonable times and at a site designated by the Agency, to audit the books, documents and records of the ESCO to the extent that the books, documents and records relate to costs or pricing data for this Agreement. The ESCO agrees to maintain records which will support the prices charged and costs incurred for this Agreement.

The ESCO shall preserve books, documents, and records that relate to costs or pricing data for this Agreement for a period of three (3) years from date of final payment. The ESCO shall give full and free access to all records to the Agency and/or their authorized representatives.

#### **O. TERMINATION PROVISIONS**

1. By ESCO:

ESCO may terminate this Agreement prior to the completion of the Energy Audit and Report or subsequent to the completion of the Energy Audit and Report if:

- a. it determines that it cannot guarantee a minimum 15% savings in energy costs through the implementation of an energy performance contracting project at the Facility(s); or
- b. it determines that even though it can guarantee a 15% savings in energy costs, that amount would be insufficient

to cover the costs associated with performing this analysis, installing energy conservation measures and related maintenance and monitoring services.

In the event ESCO terminates the Agreement pursuant to subsection 1(a), or 1(b), the Agency shall not be obligated to pay any amount to ESCO for services performed or expenses incurred by ESCO in performing the Energy Audit and Report required under this Agreement. ESCO shall provide the Facility(s) with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.

Termination under this section shall be effective upon Agency's receipt of written notification from the ESCO stating the reason for the termination and all documents which support termination pursuant to subsection 1(a), or 1(b) herein.

2. By Agency:

Agency may terminate this Agreement:

- a. If the ESCO fails to complete the Energy Audit and deliver the Report to the Agency by the date established in Article 1, above; or fails to obtain a written extension of that date from the Agency. Termination under this subsection 2(a) shall be effective upon ESCO's receipt of written notification from the Agency that the deadline for submission of the Report has past. In this event, the Agency shall not be obligated to pay any amount to ESCO for services performed or expenses incurred by the ESCO in performing the Energy Audit and preparing the Report required under this Agreement. ESCO shall provide the Facility(s) with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.
- b. If, prior or subsequent to the completion of the Energy Audit, the ESCO notifies the Agency in writing that it is unable to guarantee a sufficient level of savings pursuant to subsection 1(a), or 1(b) above. Termination under this subsection 2(b) shall be effective upon ESCO's receipt of written notification from the Agency. In this event, the Agency shall not be obligated to pay any amount to ESCO for services performed or expenses incurred by ESCO in performing the Energy Audit and preparation of the Report required under this Agreement. ESCO shall provide the Facility(s) with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.
- c. If, prior or subsequent to the completion of the Energy Audit, the Agency notifies the ESCO in writing that it has elected to terminate this Agreement for its convenience or for unavailability of funds and not enter into an ESA, the Agency shall reimburse the ESCO for actual documented time, material and ancillary expenses incurred as of the effective date of the termination, but in no event shall the Agency's liability exceed the audit fee set forth in Section F. ESCO shall not be entitled to loss of anticipated profit, loss of use of money, or administrative or overhead costs. Termination under this subsection 2(c) shall be effective upon ESCO's receipt of written notification from the Agency and payment for actual expenses incurred shall be made in accordance with the provisions of subsection 2(d) as follows.
- d. The Agency shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Agreement; (b) thirty (30) days after a proper invoice actually is received at the "Agency" address if a date on which payment is due is not specified in this Agreement (a "proper" invoice is not received until the Agency accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in this Agreement. If any payment is not made within fifteen (15) days after the required payment date, the Agency may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the ESCO as acceptance of the service performed by the ESCO. The Agency reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The ESCO agrees that the Agency may set off the amount of any state tax liability or other obligation of the ESCO or its subsidiaries to the Agency against any payments due the ESCO under any contract with the Agency.

ESCO agrees to provide the Agency with any preliminary notes, reports, analyses, or the complete Energy Audit if available, which have been produced prior to the effective date of the termination. Such documentation shall be used by the Agency to verify the extent of work completed by ESCO prior to termination and shall become the property of the Agency.

#### **P. CONTRACT CONTROVERSIES**

1. In the event of a controversy or claim arising from the Agreement, the ESCO must, within six months after the cause of action accrues, file a written claim with the Agency contracting officer for a determination. The claim shall state all grounds upon which the ESCO asserts a controversy exists. If the ESCO fails to file a claim or files an untimely claim, the ESCO is deemed to have waived its right to assert a claim in any forum.
2. The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the ESCO. The contracting officer shall send his/her written determination to the ESCO. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
3. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the ESCO may file a statement of claim with the Agency Board of Claims. Pending a final judicial resolution of a controversy or claim, the ESCO shall proceed diligently with the performance of the Agreement in a manner consistent with the determination of the contracting officer and the Agency shall compensate the ESCO pursuant to the terms of the Agreement.

#### **Q. ASSIGNABILITY AND SUBCONTRACTING**

1. Subject to the terms and conditions of this Paragraph, this Agreement shall be binding upon the parties and their respective successors and assigns.
2. The ESCO shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Agreement without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
3. The ESCO may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
4. Notwithstanding the foregoing, the ESCO may, without the consent of the Contracting Officer, assign its rights to payment to be received under this Agreement, provided that the ESCO provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
5. For the purposes of this Agreement, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the ESCO provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
6. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the ESCO and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Agreement and to assume the duties, obligations, and responsibilities being assigned.

7. A change of name by the ESCO, following which the ESCO's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The ESCO shall give the Contracting Officer written notice of any such change of name.

## **R. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of this Agreement, ESCO agrees as follows:

1. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under this Agreement or any subcontract, the ESCO, subcontractor or any person acting on behalf of the ESCO or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Agency who is qualified and available to perform the work to which the employment relates.
2. Neither the ESCO nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under this Agreement on account of gender, race, creed, or color.
3. The ESCO and its subcontractors shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy.
4. The ESCO and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the ESCO or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
5. The ESCO shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
6. The Agency may cancel or terminate this Agreement, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause.

## **S. CONTRACTOR INTEGRITY PROVISIONS**

1. For purposes of this clause only, the words "confidential information," "consent," "ESCO," "financial interest," and "gratuity" shall have the following definitions.
  - a) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Agency.
  - b) **Consent** means written permission signed by a duly authorized officer or employee of the Agency, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Agency shall be deemed to have consented by virtue of execution of this agreement.
  - c) **ESCO** means the individual or entity that has entered into the Agreement with the Agency, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
  - d) **Financial interest** means:
    - (1) Ownership of more than a five percent interest in any business; or

- (2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
  - e) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The ESCO shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Agency.
  3. The ESCO shall not disclose to others any confidential information gained by virtue of this Agreement.
  4. The ESCO shall not, in connection with this or any other agreement with the Agency, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Agency.
  5. The ESCO shall not, in connection with this or any other agreement with the Agency, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Agency.
  6. Except with the consent of the Agency, neither the ESCO nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Agreement except as provided therein.
  7. Except with the consent of the Agency, the ESCO shall not have a financial interest in any other ESCO, subcontractors, or supplier providing services, labor, or material on this project.
  8. The ESCO, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Agency in writing.
  9. The ESCO, by execution of this Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
  10. The ESCO, upon the inquiry or request of the Inspector General of the Agency or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the ESCO's integrity or responsibility, as those terms are defined by the Agency's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the ESCO's business or financial records, documents or files of any type or form which refers to or concern this Agreement. Such information shall be retained by the ESCO for a period of three years beyond the termination of this Agreement unless otherwise provided by law.
  11. For violation of any of the above provisions, the Agency may terminate this and any other agreement with the ESCO, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another ESCO to complete performance hereunder, and debar and suspend the ESCO from doing business with the Agency. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Agency may have under law, statute, regulation, or otherwise.

## **T. AMERICANS WITH DISABILITIES ACT**

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act,

28 C.F.R. § 35.101 et seq., the ESCO understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Agreement or from activities provided for under this Agreement on the basis of the disability. As a condition of accepting this contract, the ESCO agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Agency of Pennsylvania through contracts with outside contractors.

2. The ESCO shall be responsible for and agrees to indemnify and hold harmless the Agency of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Agency of Pennsylvania as a result of the ESCO’s failure to comply with the provisions of subparagraph a above.

## **U. HAZARDOUS SUBSTANCES**

The ESCO shall provide information to the Agency about the identity and hazards of hazardous substances supplied or used by the ESCO in the performance of this Agreement. The ESCO must comply with Act 159 of October 5, 1984, known as the “Worker and Community Right to Know Act” (the “Act”) and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

1. Labeling. The ESCO shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the ESCO is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):
  - a) Hazardous substances:
    - 1) The chemical name or common name,
    - 2) A hazard warning, and
    - 3) The name, address, and telephone number of the manufacturer.
  - b) Hazardous mixtures:
    - 1) The common name, but if none exists, then the trade name,
    - 2) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
    - 3) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
    - 4) A hazard warning, and
    - 5) The name, address, and telephone number of the manufacturer.
  - c) Single chemicals:
    - 1) The chemical name or the common name,
    - 2) A hazard warning, if appropriate, and
    - 3) The name, address, and telephone number of the manufacturer.
  - d) Chemical Mixtures:

- 1) The common name, but if none exists, then the trade name,
- 2) A hazard warning, if appropriate,
- 3) The name, address, and telephone number of the manufacturer, and
- 4) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

2. Material Safety Data Sheet. The ESCO shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Agency must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the ESCO shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The ESCO shall also notify the Agency when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Agency at the time of shipment.

## **V. COVENANT AGAINST CONTINGENT FEES**

The ESCO warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the ESCO for the purpose of securing business. For breach or violation of this warranty, the Agency shall have the right to terminate this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **W. APPLICABLE LAW**

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Agency of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The ESCO

consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The ESCO agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

**X. INTEGRATION**

This Agreement, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Agency or the ESCO has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate Agency form.

**Y. MATERIALS, EQUIPMENT AND SUPPLIES**

The ESCO shall provide or cause to be provided all facilities, materials, equipment and supplies necessary to perform the Energy Audit and prepare the Report.

**Z. SUBCOMPANY DISCLOSURE**

As of the execution date of this Agreement, the following subcontractors are expected to perform work pursuant to this Agreement and to be paid with funds provided hereunder:

Name	Address	Anticipated \$ Amount
------	---------	-----------------------

If, during the term of this Agreement, the ESCO retains subcontractors to be paid with funds provided by this Agreement who were not disclosed, the ESCO shall so notify the Agency and the Parties shall file an amendment to this Agreement stating the names and addresses of and anticipated amount of payment to each subcontractors.

**AA. PERSONNEL**

All personnel necessary for the effective performance of the Investment Grade Energy Audit shall be employed by ESCO and its designated subcontractors, shall be qualified to perform the services required under this Agreement, and shall in all respects be subject to the rules and regulations of ESCO governing staff members and employees. Neither ESCO, its designated subcontractors, nor its personnel shall be considered to be agents or employees of the Agency.

**BB. NOTICE**

1. Any written notice under this Agreement to the Agency is sufficient if mailed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Any written notice under this Agreement to ESCO is sufficient if mailed to:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CC. AGREEMENT**

The following documents are incorporated in, and made a part of, this Agreement:

Exhibit B-1: Proposed Final Project Cost

Exhibit B-2: Proposed Final Project Cash Flow Analysis

**DD. PROJECT MANAGEMENT**

All necessary and ordinary communications, submittals, approvals, requests and notices related to Project work shall be issued or received by:

**For Agency:**

**For ESCO:**

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESS:**

**UPPER DUBLIN TOWNSHIP  
AGENCY**

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**ATTEST:**

**ENERGY SERVICE COMPANY (ESCO)**

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Signature of Secretary, Assistant Secretary  
Treasurer, or Assistant Treasurer

\_\_\_\_\_  
Signature of President or Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(Corporate Seal)

Federal Identification No. \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Office of Chief Counsel - Agency

N/A  
\_\_\_\_\_  
Office of General Counsel

N/A  
\_\_\_\_\_  
Office of Attorney General

**APPROVED:**

\_\_\_\_\_  
Comptroller

# Appendix I

## Design Development Outline Specification

## **OUTLINE SPECIFICATION**

### **DIVISION 2 – EXISTING CONDITIONS**

#### 02 41 19 Selective Demolition

- Existing, non-load bearing interior gypsum wall board partitions, and related doors and frames.
- Limited Masonry walls for new doors into toilet rooms and exterior door.
- Existing egress components (doors and guardrails) will be modified to be made code compliant
- Existing toilet rooms to be made accessible
- Existing concrete floor slab on metal deck to be modified to make way for distribution of new utilities and to infill abandoned chases.

### **DIVISION 3 – CONCRETE**

#### 03 30 00 – Cast in Place Concrete

- Patching existing slabs for new work at doors and utilities
- sidewalks

### **DIVISION 4 – MASONRY**

#### 04 20 00 – Unit Masonry

- 8" CMU for infill at toilet room doors and infill at elevator machine room
- 4" brick veneer for patching exterior wall at new door openings

### **DIVISION 5 – METALS**

#### 05 12 00 Structural Steel Framing

- New steel for exterior canopy
- Reinforcing/ stiffeners for upper level floor at library shelving

#### 05 31 00 Steel decking

- Floor and roof deck patching for removed items
- 1 ½" roof deck for canopy

#### 05 52 13 – Pipe and tube Railings

- Modification or replacement of existing stairwell guards and handrails

#### 05 73 13 Glazed Decorative Metal Railings

- Basis of Design: CR Laurence Company, CRL P1 Series Post Railings with ½" tempered glass, 42" height, brushed finish w/ stained wood top rail and hand rail

**DIVISION 6 – WOOD, PLASTICS AND COMPOSITES**

06 10 00 – Rough Carpentry

- Blocking where required for new work

06 16 43 – Gypsum Sheathing

- 5/8" Gypsum sheathing where required for new exterior opening work, basis of design DensElement Barrier System (all in one water resistive barrier)

06 22 00 Millwork

- Wood trim base where required at existing walls (see interior elevations)
- 5/4" Solid Wood stained sill

06 40 23 – Interior Architectural Woodwork

- Wood and plastic laminate custom cabinets for reception desks
- Wood paneling, 3/4" wood veneer plywood with 3/8" solid wood edging and trim.

**DIVISION 7 – THERMAL AND MOISTURE PROTECTION**

07 21 00 – Thermal Insulation

- 4" Faced and unfaced batt insulation as need to replace existing wall bats on interior side of exterior metal panels (include an allowance of 500 sf)
- 4" unfaced acoustic batt insulation in new walls

07 42 13 – Metal Wall Panels

- If needed for patching at new exterior door opening. Basis of design: Kingspan Optimo 2" x 24"x22 ga insulated metal panel or equal comparable product (existing panel manufacturer is not known. Match existing orientation, reveal and surface embossing)

07 62 00 – Sheet Metal Flashing and Trim

- Flashing at new canopy and new door openings in exterior wall

07 84 00 – Firestopping

- Joint firestopping for penetrations in rated walls

07 92 00 – Joint Sealants

- Sealants for acoustics, windows, doors, plumbing fixtures, ect.

**DIVISION 8 – OPENINGS**

UPPER DUBLIN TOWNSHIP  
520 VIRGINIA DRIVE  
GUARANTEED ENERGY SAVINGS PROJECT

08 11 13 - Hollow Metal Doors and Frames

- Basis of Design: Curries 16ga

08 14 16 - Flush Wood Doors

- Basis of design: Graham, solid core, Premium Flush Wood Doors, Particle core with "AA" grade veneer faces.

08 35 16 – Security Grille

- Basis of design: Dynamic Closures, EZ Paravent with emergency egress option

08 41 13 – Aluminum Framed Entrances and Storefront

- Aluminum Doors: Basis of design, Kawneer Standard Entrances 350, 5" sightline
- Storefront Framing: Basis of design, Kawneer Trifab 450
- Aluminum Finishes: Exterior Medium Bronze (VIF) Anodized finish, Children's Library Area color TBD Powder Coat finish.

08 42 29 Sliding Automatic Entrances

- Basis of Design: Horton Automatics, Profiler Series 2000 with transom. Side lites to be fixed sliding doors to include emergence swing option (O-SX-SX-O) Include overrides for access control for opening at start of day. Provide battery backup or tie into emergence generator. (alternate ASSA ABLOY SL500\_OHC)

08 71 00 - Finish Hardware

- Basis of design: Schlage Primus system (AD) master, all existing doors to get new cores. See door schedule for door functions

08 80 00 – Glazing

- ¼" tempered typical for all interior glazing
- 1" Insulated tempered with low E coating typical for all exterior glazing
- 3M decorative films for glass, see dwgs for locations and Finish Legend for type

**DIVISION 9 – FINISHES**

09 29 00 – Gypsum Board

- 5/8" standard GWB for all new wall
- Existing walls are 2 layers of ½" GWB

09 30 13 – Ceramic Tiling

- For new toilet rooms and patching existing tile to remain. See finish legend for products.

UPPER DUBLIN TOWNSHIP  
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09 51 13 – Acoustical Panel Ceilings

- See finish legend for types

09 65 13 – Resilient Base and Accessories

- See Finish Legend for product info

09 65 19 – Resilient Tile Flooring

- See Finish legend for product info

09 68 13 Carpet tile/ walk off carpet

- See finish legend

09 91 00 – Painting

- See finish schedule for colors
- Typical types based on locations
  - Toilet rooms – epoxy
  - Wood trim and HM Frames – semi gloss
  - All rooms UNO - eggshell

**DIVISION 10 – SPECIALTIES**

10 11 00 – Visual Display Surfaces

- Basis of deign Claridge Products and Equipment Inc., Porcelain Enamel Steel Markerboards for projection. (see finish legend)

10 14 00 – Signage

- Panel signs, Laminated Etched Photopolymer Photoetched with raised braille
- Plaque, cast aluminum
- Aluminum flat cut letters on 1” stand offs
- Fabric circle banner, see finish legend for manufacture. Provide custom graphic.

10 21 13 - Plastic Toilet Compartments

- See Finish legend for product

10 22 26 – Operable Partitions

- Basis of Design: Modernfold, Acousti-Clear Motorized Series. See dwgs for layout. Include the following options, Sound seals and glass single pass door

UPPER DUBLIN TOWNSHIP  
520 VIRGINIA DRIVE  
GUARANTEED ENERGY SAVINGS PROJECT

10 26 00 – Wall and Door Protection

- S.S. corner guards in lobby and corridors and around columns

10 28 00 – Toilet and Bath Accessories

- New grab bars and mirrors all other accessories by owner

**DIVISION 11 – EQUIPMENT**

11 51 16 – Library Equipment

- Book Drop, Basis of design: Kingsley Model# 10-8175

**DIVISION 12 – FURNISHINGS**

12 34 00 – Manufactured Plastic Laminate Casework

- Basis of Design: Stevens Advantage, commercial cabinetry or equal

**DIVISION 13 – SPECIAL CONSTRUCTION – Not Used**

**DIVISION 14 – CONVEYING EQUIPMENT**

14 24 00 Hydraulic Elevator

- Existing Elevator is by Thyssenkrupp
- Elevator Modernization
  - Existing rails and cab frame to remain everything else is new
  - Use Snap Cab for finish selections (see finish legend)

**DIVISIONS 15 – 20 – Not Used**

**DIVISIONS 21 – 28 – On Drawings**

**DIVISION 31 – EARTHWORK**

31 10 00 – Site Clearing

31 20 00 – Earth Moving

31 25 00 – Erosion and Sedimentation Control

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

32 12 16 – Asphalt Paving

32 13 13 – Concrete Paving

32 17 13 – Parking Bumpers

UPPER DUBLIN TOWNSHIP  
520 VIRGINIA DRIVE  
GUARANTEED ENERGY SAVINGS PROJECT

32 17 23 – Pavement Markings  
32 92 00 – Turf and Grasses  
32 93 00 - Plants

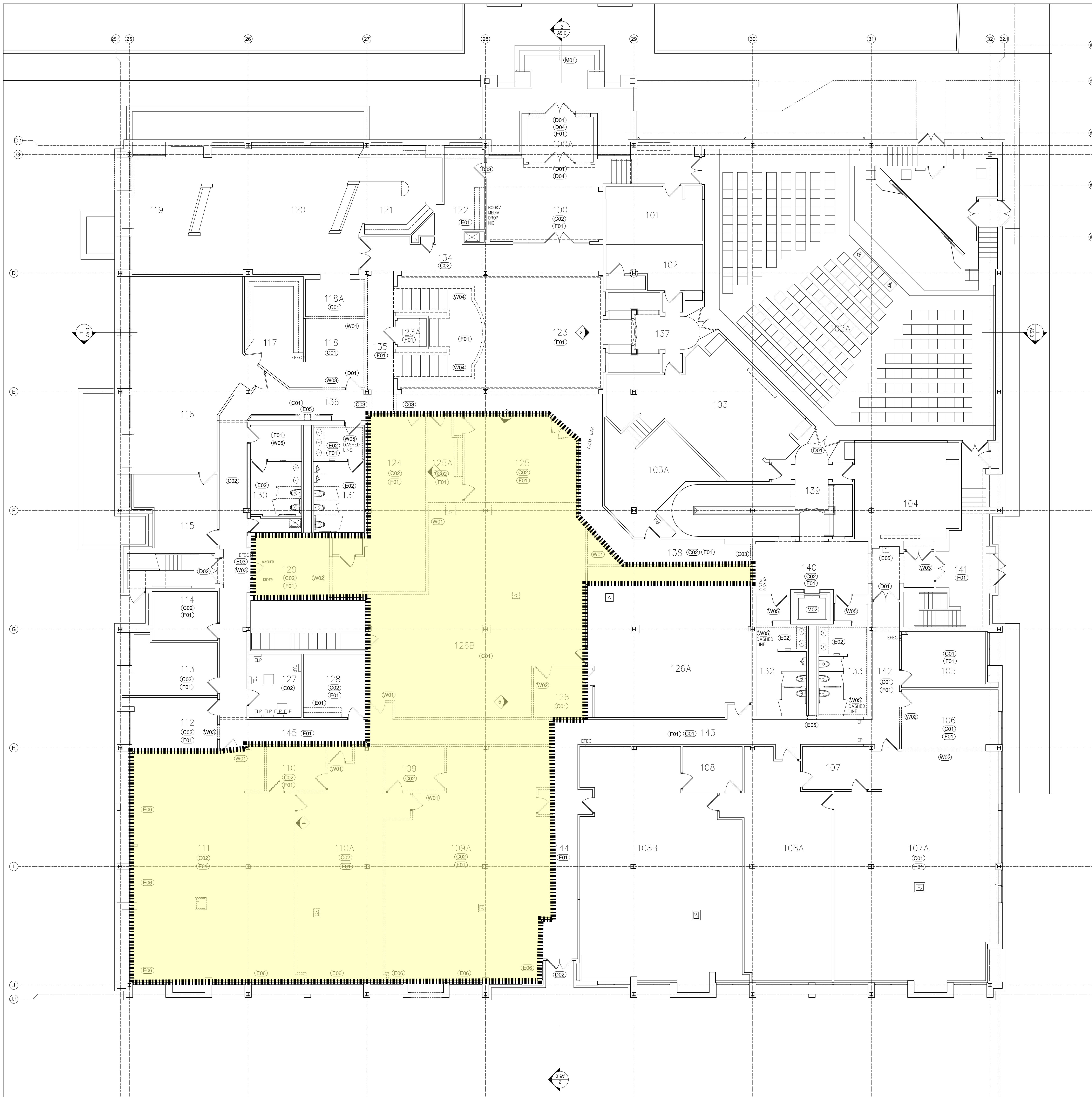
**DIVISION 33 – UTILITIES**

33 41 00 – Storm Utility Drainage Piping

END OF SECTION 00 00 01

# Appendix II

## Design Development Drawings



- GENERAL DEMOLITION NOTES:**
1. WHEN DEMOLISHED ITEM REVEALS EXISTING CONSTRUCTION TO REMAIN, CONTRACTOR SHALL PATCH TO MATCH EXISTING ADJACENT CONSTRUCTION TO REMAIN AT REMOVED ITEM.
  2. WHERE DEMOLISHED ITEM REVEALS UNEVEN CONSTRUCTION, INTERRUPTED FINISHES, ATTACHMENT HOLES, AND OTHER CONDITIONS THAT DO NOT MATCH EXISTING ADJACENT FINISH OR CONSTRUCTION, CONTRACTOR SHALL PATCH TO MATCH EXISTING ADJACENT FINISHES.
  3. REMOVE INTERIOR WALLS SUPPORTED BY SLAB TO TOP OF SLAB. REMOVE EXTERIOR WALLS AND INTERIOR WALLS THROUGH SLABS TO NO LESS THAN 8 INCHES BELOW FINISH FLOOR SLAB. PATCH TO MATCH SUB-FLOOR AND FINISH FLOORING.
  4. LEVEL FLOORS AFTER PARTITIONS REMOVAL IN AREAS OF CMU WALL REMOVAL. LEVEL FLOOR TRANSITIONS BY GRINDING DOWN HIGH SPOTS AND FILLING LOW SPOTS.
  5. WHERE BONDED FINISHES ARE TO BE REMOVED, REMOVE FINISH AND ADHESIVE COMPLETELY. GRIND OR SHOT BLAST FLOORS AND APPLY SELF-LEVELING COMPOUND. REMOVE ADHESIVES COMPLETELY AT WALLS AND PATCH TO MATCH EXISTING ADJACENT FINISHES.
  6. FOR ALL EXISTING WALLS TO REMAIN, CONTRACTOR SHALL PATCH TO MATCH, REPAIR, ALL EXISTING HOLES AND PREPARE WALLS FOR NEW FINISH.
  7. DASHED LINES TYPICALLY REPRESENT ITEMS TO BE DEMOLISHED. REFER TO KEYNOTES FOR ADDITIONAL INFORMATION AND INSTRUCTION.
  8. REMOVE ALL EXISTING CEILING FINISH MATERIALS (INCLUDING, BUT NOT LIMITED TO): ACOUSTICAL CEILING TILES AND GRID, EXISTING HARD CEILINGS (GWB AND PLASTER), SOFFITS, AND SUPPORT MATERIALS REQUIRED TO FACILITATE NEW CONSTRUCTION. REFER TO REFLECTED CEILING PLANS FOR NEW CEILING FINISHES AND LAYOUT AND ANY AREAS WHERE EXISTING CEILING FINISHES SHALL REMAIN SUCH AS GWB SOFFITS. GC SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXISTING CEILING FINISHES TO BE REMOVED.
  9. IN ALL EXISTING TOILET ROOMS, GC SHALL REMOVE ALL TOILET PARTITIONS, TOILET ROOM ACCESSORIES, ETC. IN THEIR ENTIRETY. UNLESS NOTED OTHERWISE, ON EXISTING WALLS TO REMAIN, GC SHALL PATCH AND PREP FOR NEW FINISH.
  10. WHERE EXISTING MASONRY WALLS ARE BEING REMOVED, GC SHALL PROVIDE NEW LINTEL AT NEW OPENINGS. REFER TO STRUCTURAL DRAWINGS FOR APPROPRIATE LINTEL SIZING.
  11. PROVIDE PROPER PROTECTION FOR ALL SURFACES TO REMAIN DURING CONSTRUCTION.
  12. REMOVE AND SALVAGE EXISTING ADA PANEL SIGNS WHERE NEW SIGNS ARE INDICATED AND WHERE EXISTING SIGNS CONFLICT WITH NEW LAYOUT. RETURN ALL EXISTING SALVAGED SIGNS TO OWNER. REMOVE ADHESIVE FROM WALLS. PATCH AND PAINT GWB AND CMU AS REQUIRED.
  13. IN WORK AREAS WHERE CONFLICTING WITH NEW LAYOUT, REMOVE PORTABLE FIRE EXTINGUISHERS AND DELIVER TO OWNER. REMOVE ASSOCIATED BRACKETS AND SIGNAGE. PATCH HOLES LEFT IN WALLS AND PREPARE FOR NEW FINISH.
  14. CONTRACTOR SHALL FURNISH AND INSTALL ALL TEMPORARY SHORING AND BRACING REQUIRED TO SUPPORT EXISTING CONSTRUCTION SCHEDULED TO REMAIN UNTIL PERMANENT STRUCTURE IS IN PLACE.
  15. REFER TO CIVIL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION ITEMS NOT LISTED ON THIS PLAN.
  16. DEMOLITION KEYNOTES SHOWN BELOW ROOM TAG DESIGNATIONS OR CENTERED IN ROOM SHALL APPLY TO ENTIRE ROOM, UNLESS NOTED OTHERWISE.

**OWNER RESPONSIBILITIES:**

1. THE OWNER WILL REMOVE ALL LOOSE MATERIALS OUT OF RENOVATED AREAS PRIOR TO DEMOLITION. GC TO COORDINATE EXACT TIMELINE OF WORK WITH OWNER.
2. NOT USED.
3. NOT USED.

DEMOLITION KEY NOTES	
#	DESCRIPTION
<b>CEILING</b>	
C01	REMOVE PORTION OF ACOUSTICAL CEILING AND GRID TO EXTENT SHOWN. REFER TO REFLECTED CEILING PLAN FOR EXTENT OF WORK.
C02	REMOVE ENTIRE ACOUSTICAL CEILING AND GRID
C03	REMOVE DRYWALL CEILING AND/OR SOFFIT INCLUDING SUPPORTING STRUCTURE IN THIS AREA. REFER TO REFLECTED CEILING PLAN FOR EXTENT OF WORK.
C04	
C05	
<b>DOORS, WINDOWS, STOREFRONT</b>	
D01	REMOVE EXISTING DOOR, AND DOOR FRAME INCLUDING SILLIGENTS, THRESHOLDS, TRANSOMS, GLAZING, AND RELATED HARDWARE.
D02	REMOVE EXISTING DOOR AND HARDWARE. PREP FRAME FOR NEW DOOR AND HARDWARE. SEE SCHEDULE. PATCH EXISTING HARDWARE CUTOUT AND HOLES IN FRAME TO REMAIN.
D03	REMOVE EXISTING DOOR HARDWARE. SEE SCHEDULE. PREP DOOR AND FRAME FOR NEW HARDWARE. PATCH EXISTING HARDWARE CUTOUT AND HOLES IN FRAME AND DOOR TO REMAIN.
D04	REMOVE EXISTING WINDOW SYSTEM IN ITS ENTIRETY AND PREP OPENING FOR NEW WORK.
D05	REMOVE WINDOW TREATMENT IN ITS ENTIRETY.
<b>EQUIPMENT, CASEWORK, AND FITTINGS</b>	
E01	REMOVE IN ITS ENTIRETY ALL CASEWORK, EQUIPMENT, PREP REMAINING SURFACES FOR NEW FINISHES. REFER TO PLUMBING DRAWINGS FOR REMOVAL OF SINKS AND PIPING IF APPLICABLE.
E02	REMOVE ALL TOILET PARTITIONS, ACCESSORIES IN THEIR ENTIRETY. REFER TO PLUMBING DRAWINGS FOR REMOVAL OF FIXTURES. SEE ENLARGED PLANS FOR EXISTING FEATURES TO REMAIN.
E03	REMOVE AND SALVAGE EXISTING FIRE EXTINGUISHER. REFER TO FLOOR PLAN FOR NEW LOCATION AND INSTALL WHERE INDICATED.
E04	REMOVE WALL MOUNTED SHELVING AND STANDARDS OR FLOOR MOUNTED SHELVING.
E05	PIC TO REMOVE EXISTING PLUMBING FIXTURES. SEE PLUMBING DEMOLITION DWGS FOR EXTENT OF WORK.
E06	HC TO REMOVE EXISTING HVAC EQUIPMENT AND PATCH WALL TO RECEIVE NEW FINISH. SEE MECHANICAL DEMOLITION DWGS FOR EXTENT OF WORK.
E07	
E08	
E09	
E10	
<b>FLOORS</b>	
F01	REMOVE EXISTING FLOORING AND RUBBER WALL BASE IN ITS ENTIRETY. PREP AREA FOR NEW FINISH. WHERE WOOD BASE EXISTS, RETAIN AND PREP FOR NEW PAINTED FINISH.
F02	REMOVE PREVIOUSLY PATCHED NON-MATCHING TILES AND PREP FOR NEW TILE TO MATCH EXISTING FIELD TILES.
F03	
F04	
F05	
<b>MISCELLANEOUS, STRUCTURE</b>	
M01	REMOVE HANDRAILS, BALUSTERS, AND ASSOCIATED POSTS. PATCH HOLES FROM REMOVED ITEMS AND PREP FOR NEW WORK.
M02	REMOVE ELEVATOR FINISHES, CONTROLS, AND HYDRAULIC PISTON FOR COMPLETE MODERNIZATION. RAILS AND CAB FRAME TO REMAIN.
M03	
M04	
<b>WALLS</b>	
W01	REMOVE STUD WALL, ASSOCIATED BRACING, AND DOORS AND WINDOW IF APPLICABLE.
W02	REMOVE PORTION OF EXISTING WALL AND PREP FOR NEW WORK. REFER TO FLOOR PLANS FOR NEW WORK.
W03	CUT NEW OPENING IN EXISTING WALL FOR NEW DOORWAY OR WINDOW TO EXTENT SHOWN & PROVIDE LINTEL. PREPARE OPENING FOR NEW DOORWAY OR WINDOW. SEE PLAN, ELEVATIONS & DOOR SCHEDULE FOR SCOPE.
W04	REMOVE TOP PORTION (4'-6") OF STAIRCASE & BALCONY WALLS, INCLUDING INTERNAL STEEL POSTS. REF. INTERIOR ELEVATIONS & DETAILS TO COORDINATE DEMO WITH EXTENT OF NEW RAILING SYSTEM INSTALLATION.
W05	REMOVE EXISTING VINYL WALL COVERING ON ALL PARTITION SURFACES, UNLESS EXTENT IS OTHERWISE INDICATED (WITH A DASHED LINE). PREPARE FACE OF EXISTING PARTITIONS TO REMAIN TO RECEIVE NEW FINISHES.

**ALTERNATE SCOPE ITEMS E & H  
EXPRESS/CHILDRENS LIBRARY**

DEMOLITION PLANS ARE FOR REFERENCE / COORDINATION ONLY AND MISSING OR INCOMPLETE IDENTIFIED DO NOT CONSTITUTE A CONTRACT. PERFORMING **NOT FOR CONSTRUCTION**

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GODSHALL KANE O'ROURKE ARCHITECTS, LLC  
200 Parkside Building 18 - Suite 150  
Ambler, PA 19002  
T: 215.646.2003 W: gkoarchitects.com

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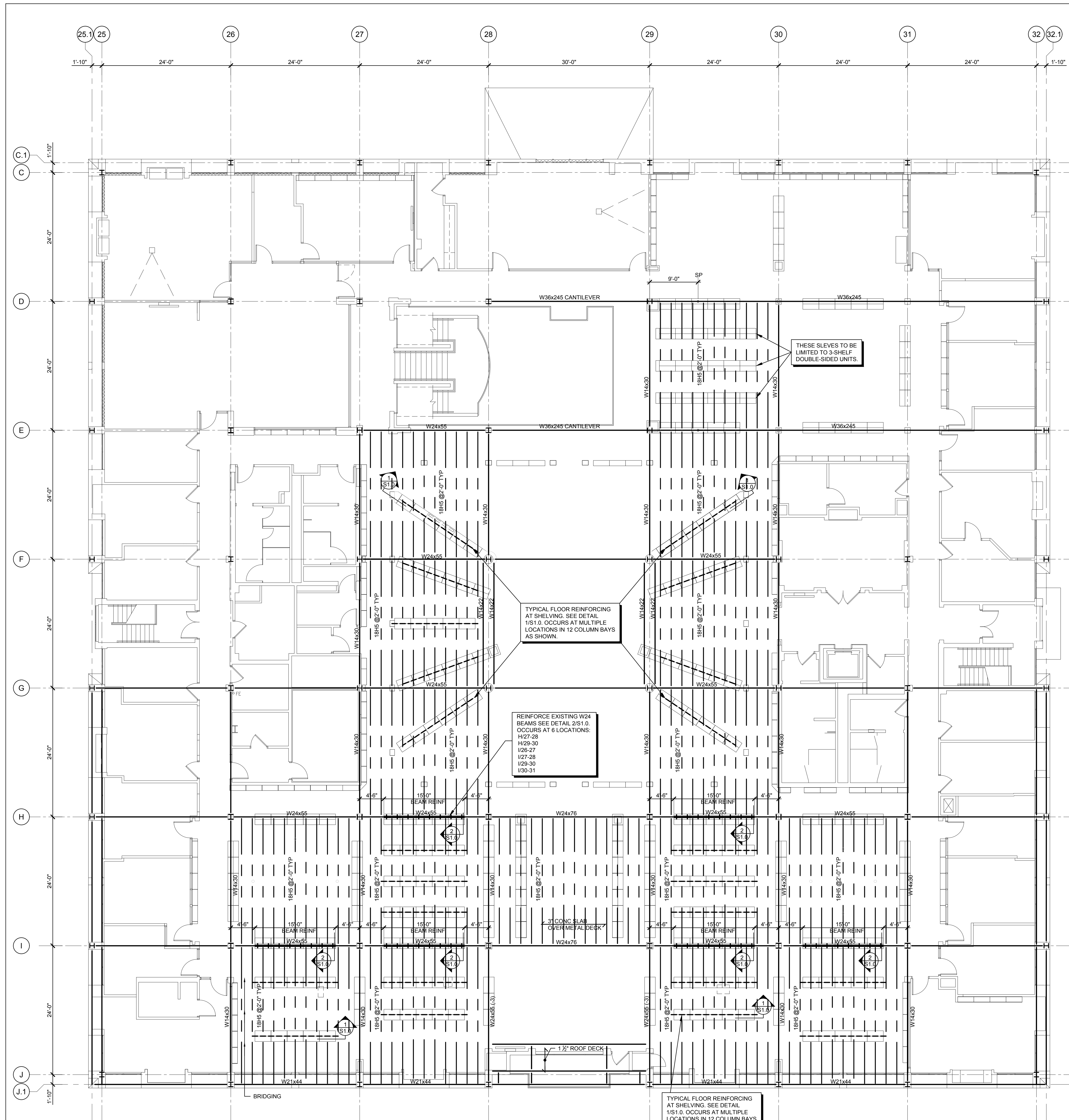
NO.	DESCRIPTION	DATE

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JOB #: 2404  
SHEET TITLE:

**GROUND LEVEL  
DEMOLITION  
PLAN**

SHEET #  
**A1.1**

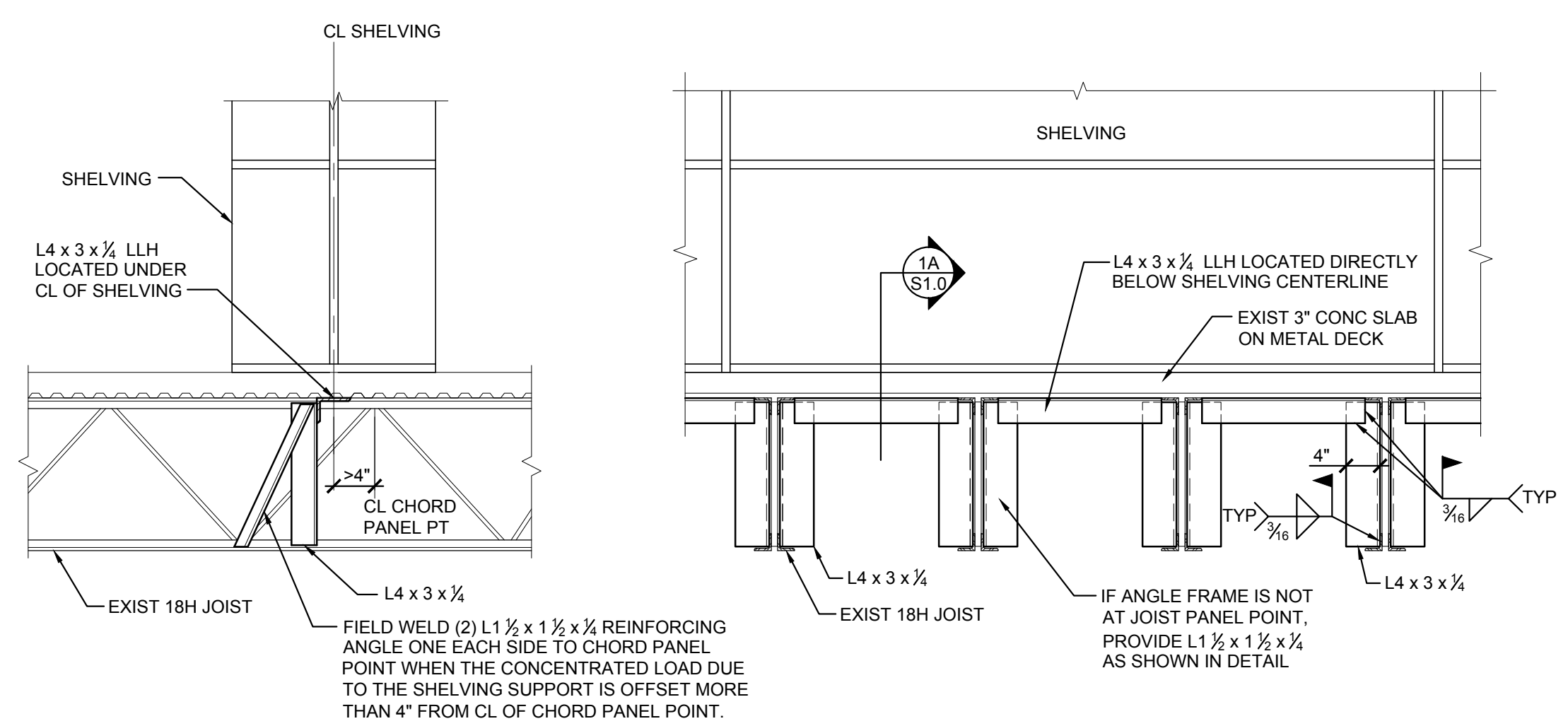
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**A** PARTIAL SECOND FLOOR FRAMING PLAN

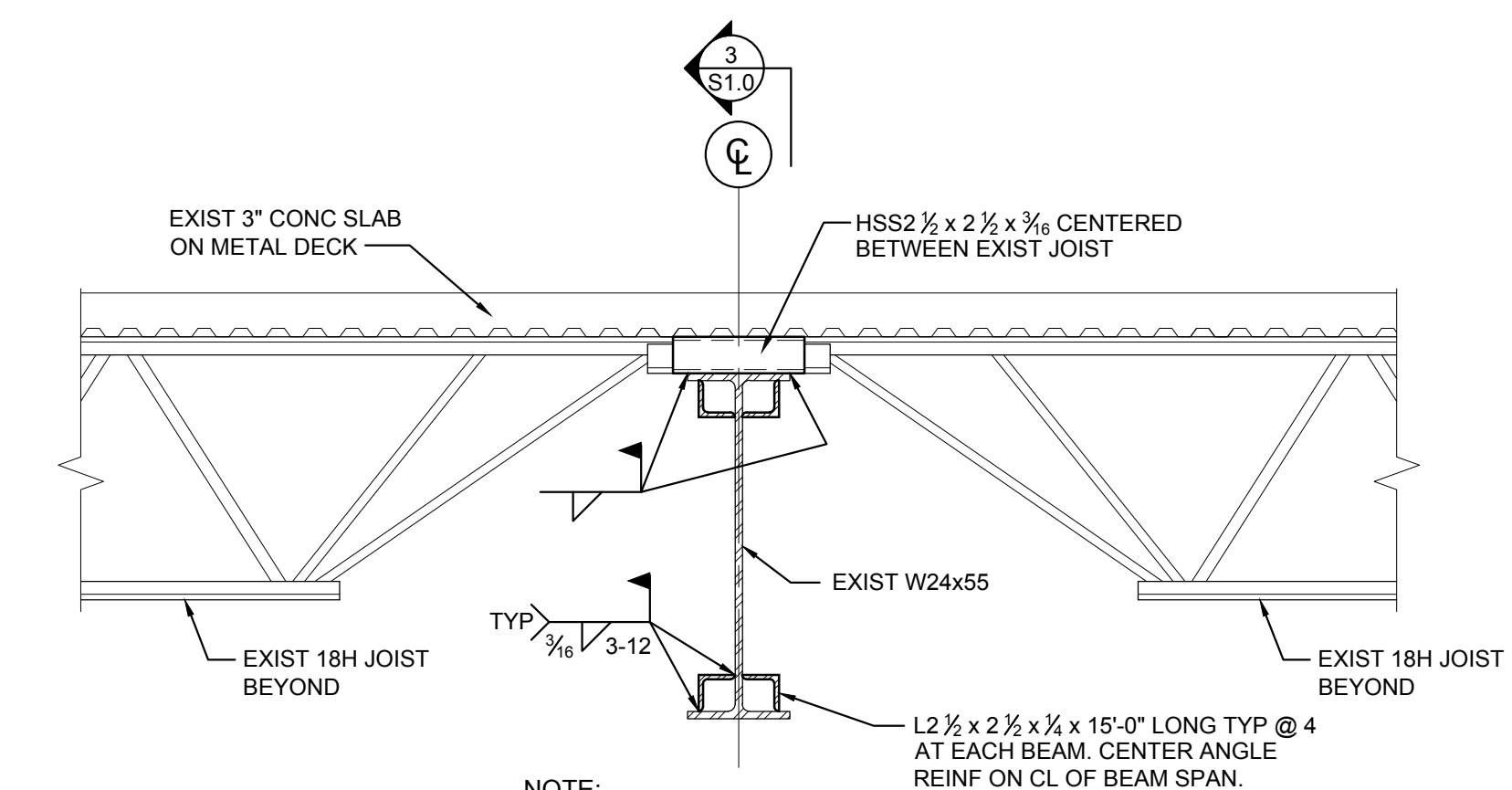
S1.0 1/8"=1'-0"

- NOTES:  
 1. ALL FLOOR FRAMING EXISTING UNLESS NOTED OTHERWISE.

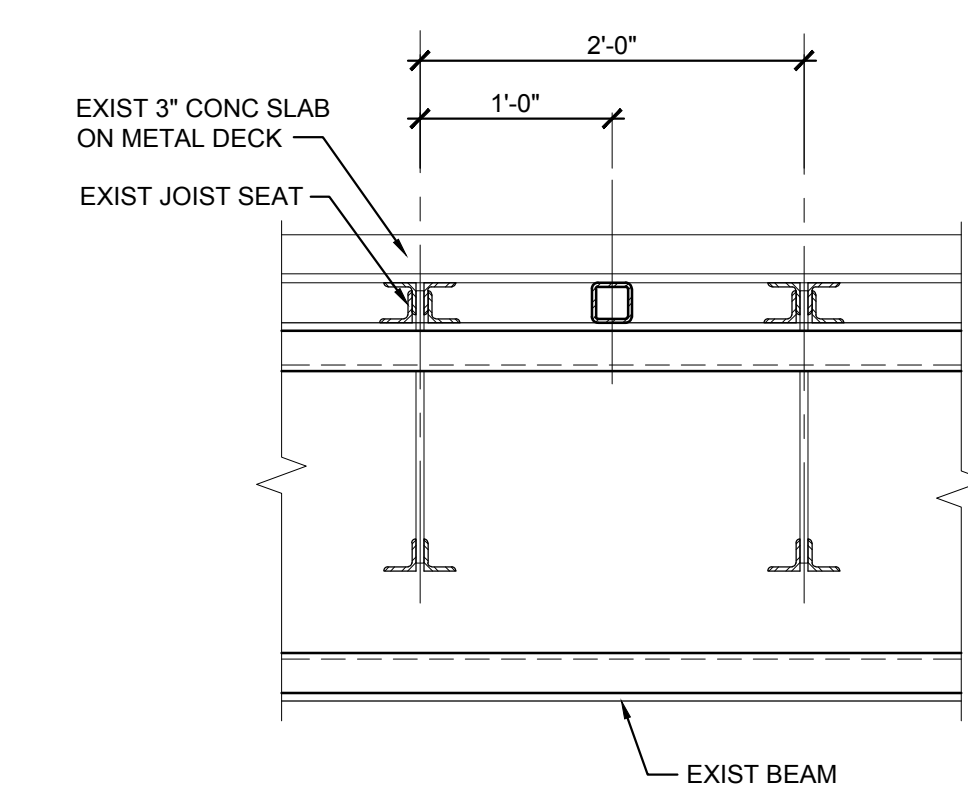


**1A** SECTION  
S1.0 3/4"=1'-0"

**1** DETAIL AT SHELVING SUPPORT ON JOIST CONSTRUCTION  
S1.0 3/4"=1'-0"



**2** TYPICAL W24 BEAM REINFORCING DETAIL  
S1.0 1"=1'-0"



**3** SECTION  
S1.0 1"=1'-0"

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**RING CONSULTING GROUP, P.C.**  
 STRUCTURAL ENGINEERING | PROJECT MANAGEMENT  
 51 WEST THIRD STREET | LANSDALE, PENNSYLVANIA, 19446  
 1-215-261-1231 | www.ringconsulting.com  
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**GODSHALL KANE O'ROURKE ARCHITECTS, LLC**  
 300 Brookside Avenue  
 Building 18 - Suite 150  
 Andover, PA 19002  
 T: 215-646-2003 F: 215-646-5707 W: gkarchitects.com



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SECOND FLOOR FRAMING PLAN MODIFICATIONS & DETAILS

SHEET # **S-1.0**

ISSUED FOR DESIGN DEVELOPMENT  
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**ARCHITECTURAL**  
GODSHALL KANE ARCHITECTS  
300 BROOKSIDE AVENUE, BLD 18, SUITE 150  
AMBLER, PA 19002  
PH. 215-646-2003  
CONTACT: MATTHEW JONES

**STRUCTURAL**  
RING CONSULTING GROUP, PC.  
512 WEST THIRD STREET  
LANSDALE, PA 19446  
PH. 215-361-2301  
CONTACT: KEN SEILER, PE

**MEP**  
LEHIGH VALLEY ENGINEERS  
1 W BROAD STREET  
BETHLEHEM, PA 18018  
PH. 610-866-3820  
FAX 000-000-0000  
CONTACT: DAVID DERKITS, PE (MECH)  
CONTACT: DEAN BATTEN, PE (ELEC)

**DRAWING INDEX:**

CS COVER SHEET

ARCH

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- A1.1 GROUND LEVEL DEMOLITION PLAN
- A1.2 UPPER LEVEL DEMOLITION PLAN
- A2.1 GROUND LEVEL FLOOR PLAN
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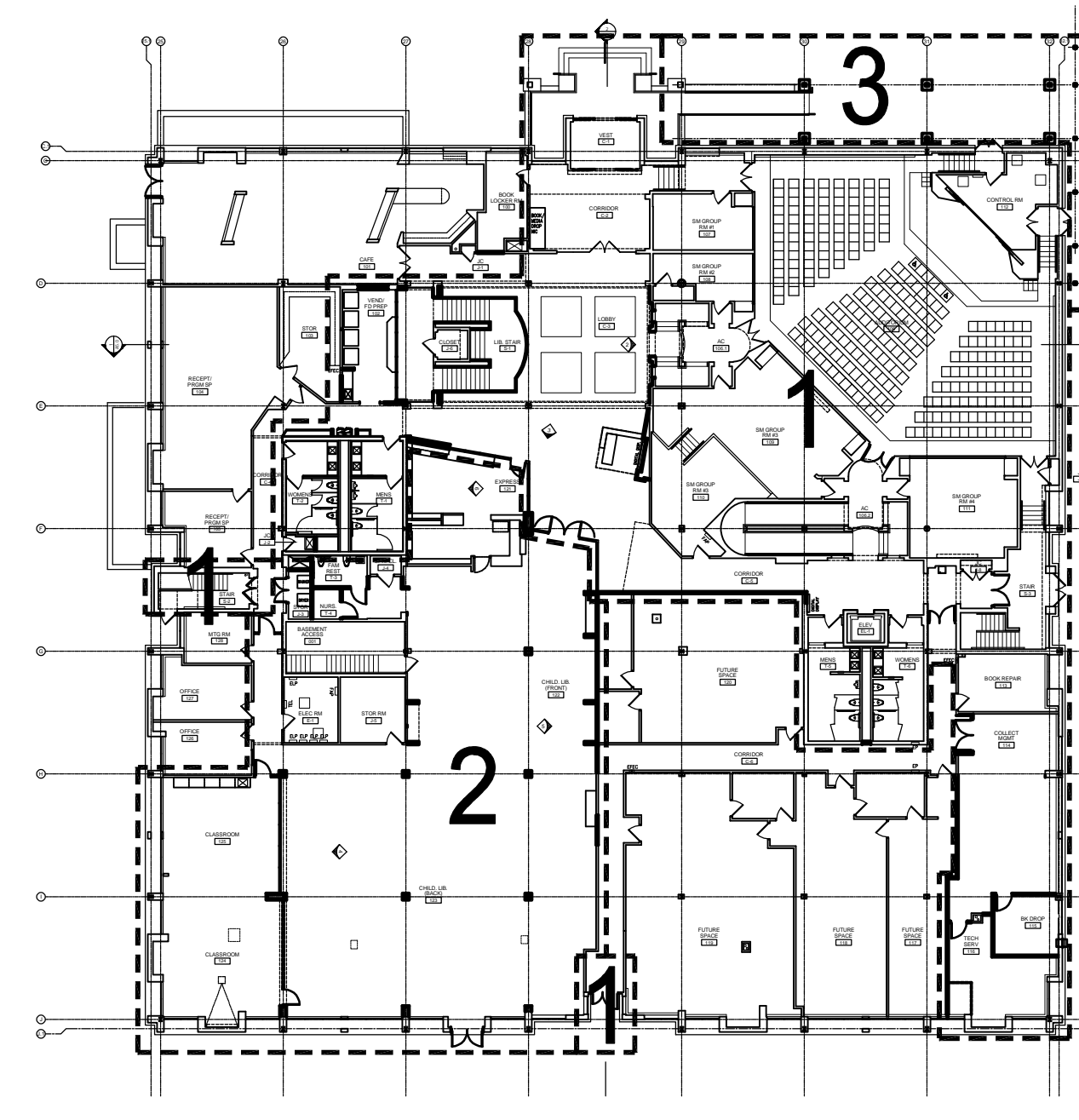
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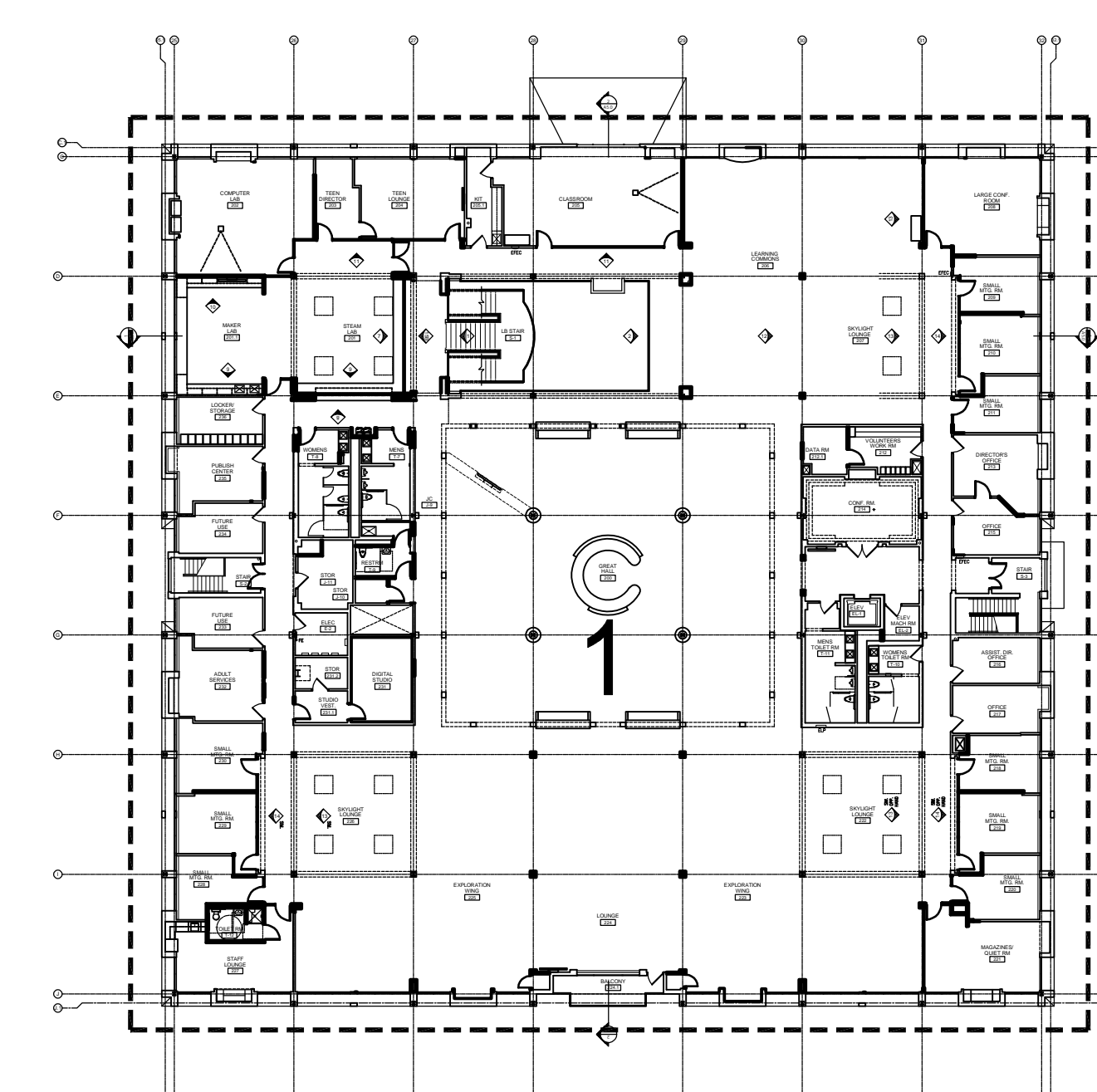
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3. EXTERIOR CANOPY

**GROUND LEVEL**



**UPPER LEVEL**



**DESIGN DEVELOPMENT SET - NOVEMBER 30, 2018**

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300 Brookside Avenue, Building 18 - Suite 150  
Amler, PA 19002  
T: 215-646-2003 F: 215-646-5707 W: gkcaarchitects.com



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COVER SHEET

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- CODE ANALYSIS:**
- APPLICABLE CODES**
- 2009 INTERNATIONAL BUILDING CODE, 2015 CHAPTER 11
  - 2009 INTERNATIONAL EXISTING BUILDING CODE
  - 2009 ANS A117.1
  - 2008 NEC ELECTRICAL CODE, NFPA 70
  - 2009 INTERNATIONAL EXISTING BUILDING CODE
  - 2009 INTERNATIONAL ENERGY CONSERVATION CODE
  - 2009 INTERNATIONAL FUEL GAS CODE
  - 2009 INTERNATIONAL MECHANICAL CODE
  - 2009 INTERNATIONAL PLUMBING CODE

- USE & OCCUPANCY CLASSIFICATION (CHAPTER 3)**
- MIXED NON SEPARATED, S06.2.4
- A-3, LIBRARY (PRIMARY USE)
  - A-1, AUDITORIUM
  - A-2, CAFE
  - B, BUSINESS, EDUCATIONAL/ TRAINING

**CONSTRUCTION TYPE (CHAPTER 6)**

EXISTING BUILDING TYPE IIB, NON-COMBUSTIBLE WITH AUTOMATIC SPRINKLER SYSTEM

**BUILDING DATA**

GROSS BUILDING AREA	6,556	SF
BASEMENT	30,207	SF
FIRST FLOOR	29,724	SF
SECOND FLOOR	66,487	SF

**BUILDING LIMITATION (CHAPTER 506)**

ALLOWABLE TABULAR AREA, A1 (TABLE 503) (A1 USE, MOST RESTRICTIVE)	8,500	SF
AREA INCREASE FACTOR DUE TO FRONTAGE, IF (506.2)	+0.75	
AREA INCREASE FACTOR DUE TO AUTOMATIC SPRINKLER, Ia (506.3)	x2	
ALLOWABLE AREA PER FLOOR A <sub>2</sub> = A1 (1+Ia)I <sub>a</sub>	31,875	SF
MAXIMUM ALLOWABLE HEIGHT	75	FT
MAXIMUM ALLOWABLE STORED	3	

- SPECIAL REQUIREMENTS BASED ON USE AND OCCUPANCY (CHAPTER 4)**
- ATRIUMS (404)**
- AUTOMATIC SPRINKLERS, PROVIDED
  - SMOKE CONTROL, NOT REQUIRED FOR ATRIUMS THAT CONNECT ONLY TWO STORES. (404.5)
  - ENCLOSURE, NOT REQUIRED BY EXCEPTION 3 (404.6)
  - INTERIOR FINISH, SHALL BE CLASS B
- FIRE AND SMOKE PROTECTION FEATURES (CHAPTER 7)**
- MARKING AND IDENTIFICATIONS**
- NOTE: FOR ALL FIRE WALLS, FIRE BARRIERS, SMOKE BARRIERS, FIRE PARTITIONS, AT ALL FIRE-RATED WALLS, STENCIL PAINT 2" LETTERS OF FIRE-RATING ONTO WALL SURFACE AT 12" ABOVE FINISH CEILING. PROVIDE CENTERED ON WALL OR AT 30"-0" O.C. INCREMENTS, PER 703.6

- FIRE PROTECTION SYSTEMS (CHAPTER 9)**
- AUTOMATIC SPRINKLER SYSTEM, PROVIDED PER 903.2.1.1
  - PORTABLE FIRE EXTINGUISHERS, PROVIDED PER 908 IN LIMITED AREAS (NOT REQUIRED IN MOST AREAS)
  - FIRE ALARM SYSTEM, EXISTING SYSTEM TO REMAIN AND BE MODIFIED TO SUIT NEW LAYOUT
- MEANS OF EGRESS (CHAPTER 10)**
- OCCUPANT LOAD, PROVIDED IN ADJACENT CHART FOR REFERENCE
  - ACCESSIBLE MEANS OF EGRESS, NOT REQUIRED IN ALTERATIONS TO EXISTING BUILDINGS PER 1007.1 EXCEPTION 1 (RECOMMEND NOT NOT REDD' EVAC STAIR CHAIR)
  - AREA OF REFUGE, NOT REQUIRED PER 1007.3 EXCEPTION 2
  - 48" CLEAR STAIR WIDTH IS NOT REQUIRED PER 1007.3 EXCEPTION 2
  - DOOR WIDTH 32" MIN DOES NOT EXIST IN ALL LOCATIONS AS REQUIRED PER IBC 1008, IBC 604.1 MAINTAIN CURRENT LEVEL, 705.2 EXCEPTION 2 CONFORMS TO CODE IN WHICH THE BUILDING WAS BUILT.

- ACCESSIBILITY (CHAPTER 11)**
- ACCESSIBLE ENTRANCE, PROVIDED (EXISTING TO REMAIN)
  - AUDITORIUM, IS NOT FULLY ACCESSIBLE, PER 3411.4.1 AND 3411.7 EXCEPTION 3 SINCE ALTERATIONS ARE LIMITED TO ELECTRICAL, NO IMPROVEMENTS ARE PLANNED. PERFORMANCE/ STAGE AREA IS TECHNICALLY INFEASIBLE TO BE MADE ACCESSIBLE (3411.8.6)

- HANDRAILS (ICC A117.1, 2008)**
- SOME EXISTING HANDRAILS WILL NOT HAVE FULL EXTENSIONS WHERE THEY WOULD BE HAZARDOUS DUE TO EXISTING CONFIGURATION (505.10, EXCEPTION 3)



OCCUPANT LOAD - NOTE THAT --- INDICATES OCCUPANT LOAD FOR ROOM OR SPACE

TAG	DESCRIPTION	QTY
AF	ACTUAL SEATING - ASSEMBLY (FIXED SEATING)	276
ST	15 SF/OCC NET - STAGES AND PLATFORMS	8
S	300 SF/OCC GROSS - ACCESSORY STORAGE, MECHANICAL ROOMS	29
AC	7 SF/OCC NET - ASSEMBLY (CHAIRS ONLY)	0
A	15 SF/OCC NET - ASSEMBLY (TABLES AND CHAIRS)	189
B	100 SF/OCC GROSS - BUSINESS/ OFFICE AREA	57
E	20 SF/OCC NET - EDUCATIONAL CLASSROOM	121
K	200 SF/OCC GROSS - KITCHEN AREA	0
LR	50 SF/OCC NET - LIBRARY READING ROOMS	89
LS	100 SF/OCC GROSS - LIBRARY STACK AREA	113
M	30 SF/OCC GROSS - MERCANTILE	25
TOTAL OCCUPANT LOAD		956

BREAK DOWN BY USE GROUP FOR PLUMBING FIXTURE COUNT

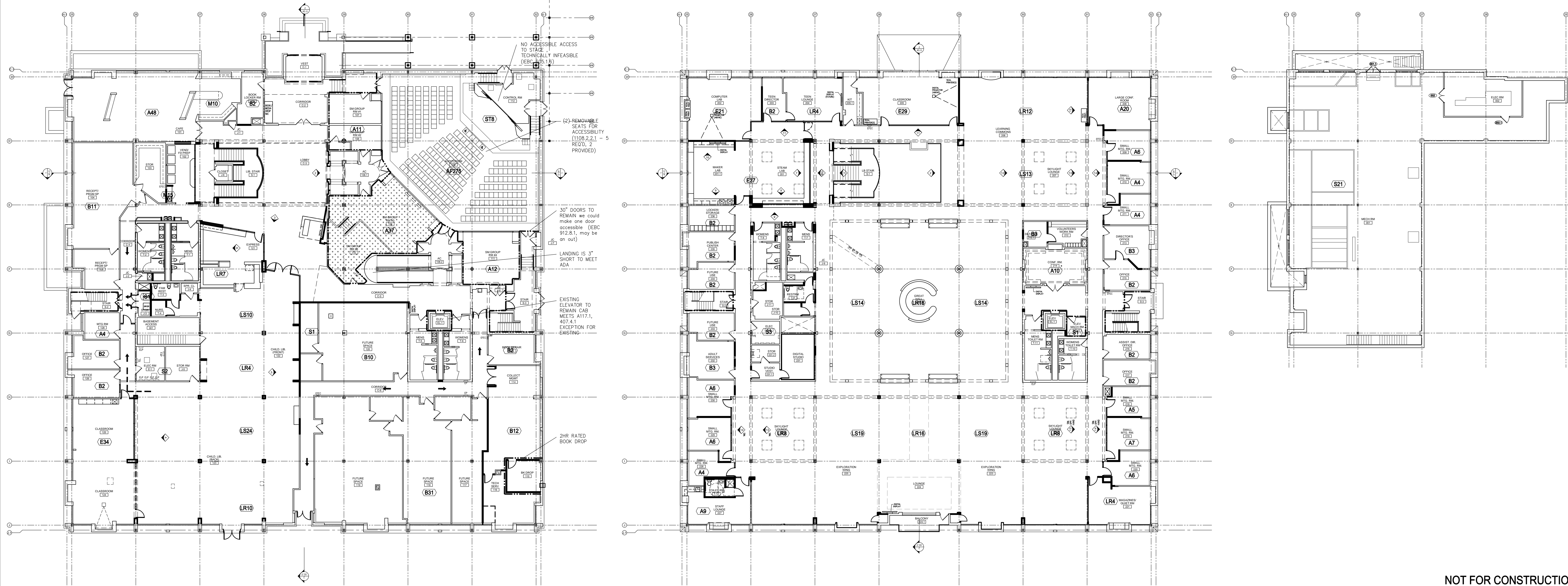
USE GROUP	THEATER (AF), (ST)	CAFE SEATING (A)	LIBRARY (A), (LR), (LS)	OFFICES	EDUCATIONAL/ CLASSROOMS	VENDING/ CAFE	STORAGE/ MECHANICAL ROOMS
A1	283						
A2		48					
A3			353				
B				97			
E					121		
M						25	
S							29

PLUMBING FIXTURE REQUIREMENT

OCCUPANCY LOADS	WATER CLOSETS		LAVATORIES		DF RATIO	DR NO.	SERVICE SINK				
	MALE	FEMALE	MALE	FEMALE							
A1	283	141.50	1 PER 125	1 PER 65	2.18	1 PER 200	0.71	0.71	1 PER 500	0.57	1
A2	48	24.00	1 PER 75	0.32	1 PER 75	1 PER 200	0.12	0.12	1 PER 500	0.10	1
A3	353	176.50	1 PER 125	1 PER 65		1 PER 200			1 PER 500	0.71	1
B	97	48.50	1 PER 75 FOR FIRST 50, 1 PER 50 AFTER	0.97	1 PER 75 FOR FIRST 50, 1 PER 50 AFTER	1 PER 200	1.21	1.21	1 PER 100	0.97	1
E	121	60.50	1 PER 50	1.21	1 PER 50	1 PER 50	1.21	1.21	1 PER 100	1.21	1
M	25	12.50	1 PER 500	0.03	1 PER 500	0.03	0.02	0.02	1 PER 1000	0.03	1
S	29	14.50	1 PER 100	0.15	1 PER 100	0.15	0.15	0.15	1 PER 1000	0.03	1
SUBTOTALS											
REQUIRED TOTAL			5		6		3	3			4

PLUMBING FIXTURES PROVIDED

WATER CLOSETS	MALE	FEMALE	LAVATORIES	DF	SERVICE SINK
SINGLE OCCUPANT			SINGLE OCCUP		



GODSHALL, KANE O'ROURKE ARCHITECTS, LLC  
 200 Parkside Building 18 - Suite 150  
 Ambler, PA 19002  
 T: 215.646.2003 F: 215.646.5707 W: gkoarchitects.com



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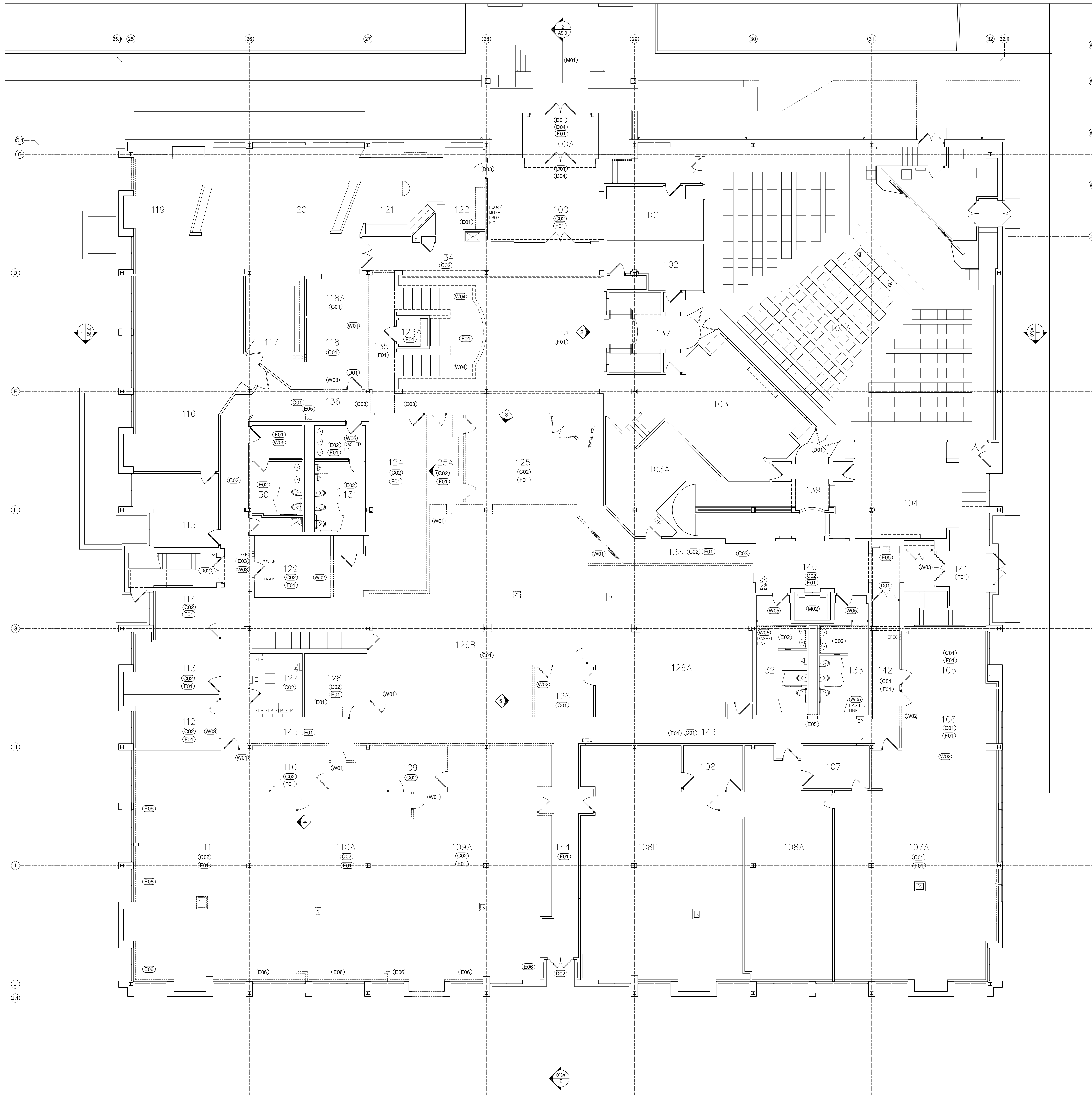
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**GENERAL DEMOLITION NOTES:**

1. WHEN DEMOLISHED ITEM REVEALS EXISTING CONSTRUCTION TO REMAIN, CONTRACTOR SHALL PATCH TO MATCH EXISTING ADJACENT CONSTRUCTION TO REMAIN AT REMOVED ITEM.
2. WHERE DEMOLISHED ITEM REVEALS UNEVEN CONSTRUCTION, INTERRUPTED FINISHES, ATTACHMENT HOLES, AND OTHER CONDITIONS THAT DO NOT MATCH EXISTING ADJACENT FINISH OR CONSTRUCTION, CONTRACTOR SHALL PATCH TO MATCH EXISTING ADJACENT FINISHES.
3. REMOVE INTERIOR WALLS SUPPORTED BY SLAB TO TOP OF SLAB. REMOVE EXTERIOR WALLS AND INTERIOR WALLS THROUGH SLABS TO NO LESS THAN 8 INCHES BELOW FINISH FLOOR SLAB. PATCH TO MATCH SUB-FLOOR AND FINISH FLOORING.
4. LEVEL FLOORS AFTER PARTITIONS REMOVAL IN AREAS OF CMU WALL REMOVAL, LEVEL FLOOR TRANSITIONS BY GRINDING DOWN HIGH SPOTS AND FILLING LOW SPOTS.
5. WHERE BONDED FINISHES ARE TO BE REMOVED, REMOVE FINISH AND ADHESIVE COMPLETELY, GRIND OR SHOT-BLAST FLOORS AND APPLY SELF-LEVELING COMPOUND. REMOVE ADHESIVES COMPLETELY AT WALLS AND PATCH TO MATCH EXISTING ADJACENT FINISHES.
8. FOR ALL EXISTING WALLS TO REMAIN, CONTRACTOR SHALL PATCH TO MATCH, REPAIR, ALL EXISTING HOLES AND PREPARE WALLS FOR NEW FINISH.
9. DASHED LINES TYPICALLY REPRESENT ITEMS TO BE DEMOLISHED. REFER TO KEYNOTES FOR ADDITIONAL INFORMATION AND INSTRUCTION.
10. REMOVE ALL EXISTING CEILING FINISH MATERIALS (INCLUDING, BUT NOT LIMITED TO): ACOUSTICAL CEILING TILES AND GRID, EXISTING HARD CEILINGS (GWB AND PLASTER), SOFFITS, AND SUPPORT MATERIALS REQUIRED TO FACILITATE NEW CONSTRUCTION. REFER TO REFLECTED CEILING PLANS FOR NEW CEILING FINISHES AND LAYOUT AND ANY AREAS WHERE EXISTING CEILING FINISHES SHALL REMAIN SUCH AS GWB SOFFITS. GC SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXISTING CEILING FINISHES TO BE REMOVED.
11. IN ALL EXISTING TOILET ROOMS, GC SHALL REMOVE ALL TOILET PARTITIONS, TOILET ROOM ACCESSORIES, ETC. IN THEIR ENTIRETY, UNLESS NOTED OTHERWISE. ON EXISTING WALLS TO REMAIN, GC SHALL PATCH AND PREP FOR NEW FINISH.
12. WHERE EXISTING MASONRY WALLS ARE BEING REMOVED, GC SHALL PROVIDE NEW LINTEL AT NEW OPENINGS. REFER TO STRUCTURAL DRAWINGS FOR APPROPRIATE LINTEL SIZING.
13. PROVIDE PROPER PROTECTION FOR ALL SURFACES TO REMAIN DURING CONSTRUCTION.
14. REMOVE AND SALVAGE EXISTING ADA PANEL SIGNS WHERE NEW SIGNS ARE INDICATED AND WHERE EXISTING SIGNS CONFLICT WITH NEW LAYOUT. RETURN ALL EXISTING SALVAGED SIGNS TO OWNER. REMOVE ADHESIVE FROM WALLS, PATCH AND PAINT GWB AND CMU AS REQUIRED.
15. IN WORK AREAS WHERE CONFLICTING WITH NEW LAYOUT, REMOVE PORTABLE FIRE EXTINGUISHERS AND DELIVER TO OWNER. REMOVE ASSOCIATED BRACKETS AND SIGNAGE. PATCH HOLES LEFT IN WALLS AND PREPARE FOR NEW FINISH.
16. CONTRACTOR SHALL FURNISH AND INSTALL ALL TEMPORARY SHORING AND BRACING REQUIRED TO SUPPORT EXISTING CONSTRUCTION SCHEDULED TO REMAIN UNTIL PERMANENT STRUCTURE IS IN PLACE.
17. REFER TO CIVIL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION ITEMS NOT LISTED ON THIS PLAN.
18. DEMOLITION KEYNOTES SHOWN BELOW ROOM TAG DESIGNATIONS OR CENTERED IN ROOM SHALL APPLY TO ENTIRE ROOM, UNLESS NOTED OTHERWISE.

**OWNER RESPONSIBILITIES:**

1. THE OWNER WILL REMOVE ALL LOOSE MATERIALS OUT OF RENOVATED AREAS PRIOR TO DEMOLITION. GC TO COORDINATE EXACT TIMELINE OF WORK WITH OWNER.
2. NOT USED.
3. NOT USED.

**DEMOLITION KEY NOTES**

#	DESCRIPTION
<b>CEILING</b>	
C01	REMOVE PORTION OF ACOUSTICAL CEILING AND GRID TO EXTENT SHOWN. REFER TO REFLECTED CEILING PLAN FOR EXTENT OF WORK.
C02	REMOVE ENTIRE ACOUSTICAL CEILING AND GRID.
C03	REMOVE DRYWALL CEILING AND/OR SOFFIT INCLUDING SUPPORTING STRUCTURE IN THIS AREA. REFER TO REFLECTED CEILING PLAN FOR EXTENT OF WORK.
C04	
C05	
<b>DOORS, WINDOWS, STOREFRONT</b>	
D01	REMOVE EXISTING DOOR, AND DOOR FRAME INCLUDING SILLINGS, THRESHOLDS, TRANSOMS, GLAZING, AND RELATED HARDWARE.
D02	REMOVE EXISTING DOOR AND HARDWARE, PREP FRAME FOR NEW DOOR AND HARDWARE. SEE SCHEDULE. PATCH EXISTING HARDWARE CUTOUT AND HOLES IN FRAME TO REMAIN.
D03	REMOVE EXISTING DOOR HARDWARE. SEE SCHEDULE. PREP DOOR AND FRAME FOR NEW HARDWARE. PATCH EXISTING HARDWARE CUTOUT AND HOLES IN FRAME AND DOOR TO REMAIN.
D04	REMOVE EXISTING WINDOW SYSTEM IN ITS ENTIRETY AND PREP OPENING FOR NEW WORK.
D05	REMOVE WINDOW TREATMENT IN ITS ENTIRETY.
<b>EQUIPMENT, CASEWORK, AND FITTINGS</b>	
E01	REMOVE IN ITS ENTIRETY ALL CASEWORK, EQUIPMENT, PREP REMAINING SURFACES FOR NEW FINISHES, REFER TO PLUMBING DRAWINGS FOR REMOVAL OF SINKS AND PIPING IF APPLICABLE.
E02	REMOVE ALL TOILET PARTITIONS, ACCESSORIES IN THEIR ENTIRETY, REFER TO PLUMBING DRAWINGS FOR REMOVAL OF FIXTURES. SEE ENLARGED PLANS FOR EXISTING FEATURES TO REMAIN.
E03	REMOVE AND SALVAGE EXISTING FIRE EXTINGUISHER. REFER TO FLOOR PLAN FOR NEW LOCATION AND INSTALL WHERE INDICATED.
E04	REMOVE WALL MOUNTED SHELVING AND STANDARDS OR FLOOR MOUNTED SHELVING.
E05	PIC TO REMOVE EXISTING PLUMBING FIXTURES. SEE PLUMBING DEMOLITION DWGS FOR EXTENT OF WORK.
E06	HC TO REMOVE EXISTING HVAC EQUIPMENT AND PATCH WALL TO RECEIVE NEW FINISH. SEE MECHANICAL DEMOLITION DWGS FOR EXTENT OF WORK.
E07	
E08	
E09	
E10	
<b>FLOORS</b>	
F01	REMOVE EXISTING FLOORING AND RUBBER WALL BASE IN ITS ENTIRETY, PREP AREA FOR NEW FINISH. WHERE WOOD BASE EXISTS, RETAIN AND PREP FOR NEW PAINTED FINISH.
F02	REMOVE PREVIOUSLY PATCHED NON MATCHING TILES AND PREP FOR NEW TILE TO MATCH EXISTING FIELD TILES.
F03	
F04	
F05	
<b>MISCELLANEOUS, STRUCTURE</b>	
M01	REMOVE HANDRAILS, BALUSTERS, AND ASSOCIATED POSTS. PATCH HOLES FROM REMOVED ITEMS AND PREP FOR NEW WORK.
M02	REMOVE ELEVATOR FINISHES, CONTROLS, AND HYDRAULIC PISTON FOR COMPLETE MODERNIZATION. RAILS AND CAB FRAME TO REMAIN.
M03	
M04	
<b>WALLS</b>	
W01	REMOVE STUD WALL, ASSOCIATED BRACING, AND DOORS AND WINDOW IF APPLICABLE.
W02	REMOVE PORTION OF EXISTING WALL AND PREP FOR NEW WORK. REFER TO FLOOR PLANS FOR NEW WORK.
W03	CUT NEW OPENING IN EXISTING WALL FOR NEW DOORWAY OR WINDOW TO EXTENT SHOWN & PROVIDE LINTEL. PREPARE OPENING FOR NEW DOORWAY OR WINDOW. SEE PLAN, ELEVATIONS & DOOR SCHEDULE FOR SCOPE.
W04	REMOVE TOP PORTION (43'-6" OF STAIRCASE & BALCONY WALLS, INCLUDING INTERNAL STEEL POSTS. REF. INTERIOR ELEVATIONS & DETAILS TO COORDINATE DEMO WITH EXTENT OF NEW RAILING SYSTEM INSTALLATION.
W05	REMOVE EXISTING VINYL WALL COVERING ON ALL PARTITION SURFACES, UNLESS EXTENT IS OTHERWISE INDICATED (WITH A DASHED LINE). PREPARE FACE OF EXISTING PARTITIONS TO REMAIN TO RECEIVE NEW FINISHES.

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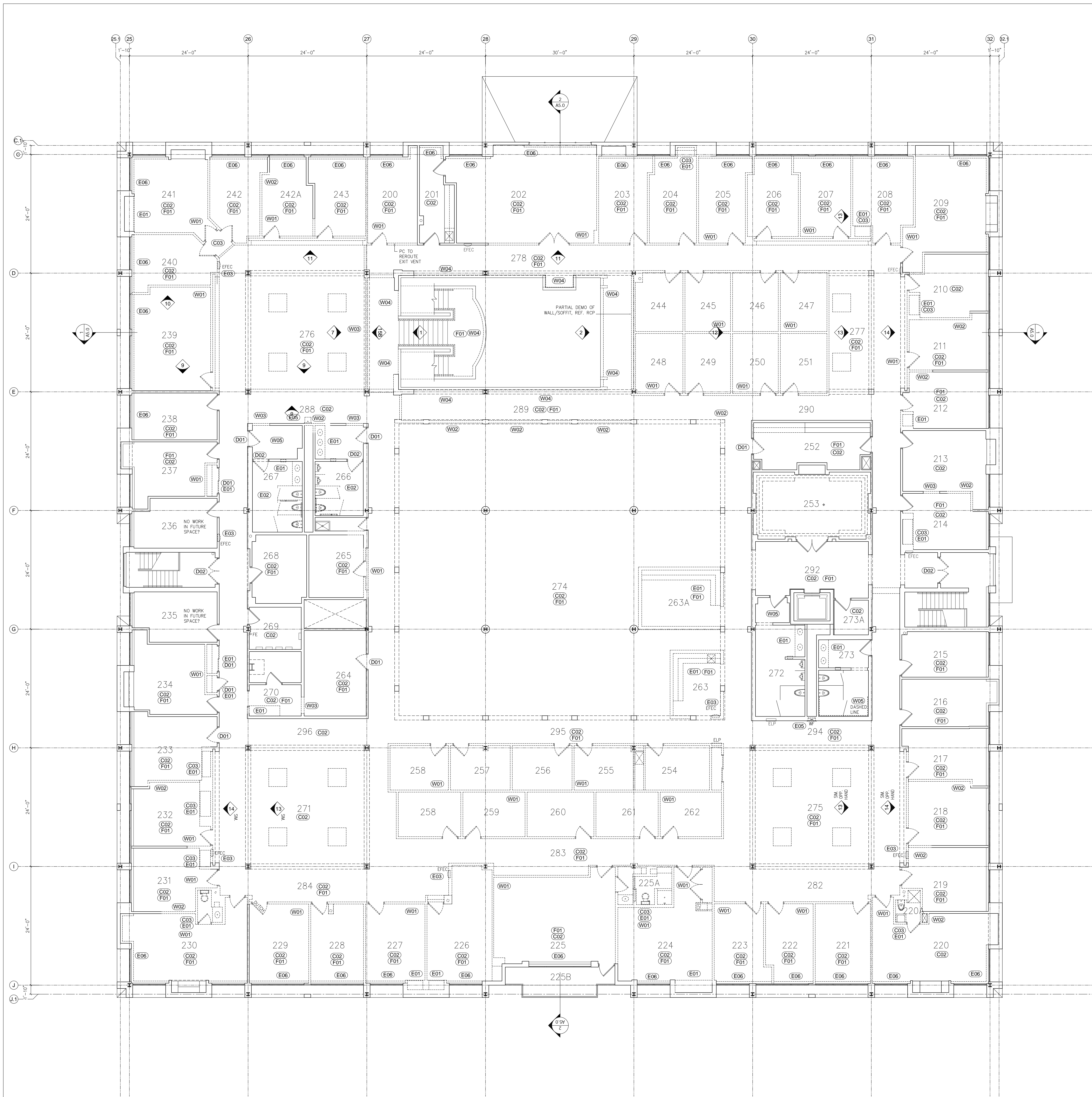
**REVISIONS**

NO.	DESCRIPTION	DATE	BY

DRAWN BY: SF/MJ  
REVIEWED BY: XXX  
JOB #: 2404  
SHEET TITLE: GROUND LEVEL DEMOLITION PLAN  
SHEET #: A1.1

DEMOLITION PLANS ARE FOR REFERENCE / COORDINATION ONLY AND MISSING OR INFORMATION NOT IDENTIFIED DOES NOT MEAN PERFORMING. **NOT FOR CONSTRUCTION**

SCALE: AS NOTED  
DATE: 11-30-2018



**GENERAL DEMOLITION NOTES:**

1. REFERENCE SHEET A1.1 FOR ADDITIONAL GENERAL NOTES AND KEYNOTE LEGEND.
2. REFERENCE SHEET A1.1 FOR OWNER RESPONSIBILITIES.
3. XX

STAMP

CONSULTANT

GODSHALL KANE O'ROURKE ARCHITECTS, LLC  
 200 Parkside Avenue  
 Amber, PA 19002  
 T: 215.646.2003 F: 215.646.5707 W: gkoarchitects.com



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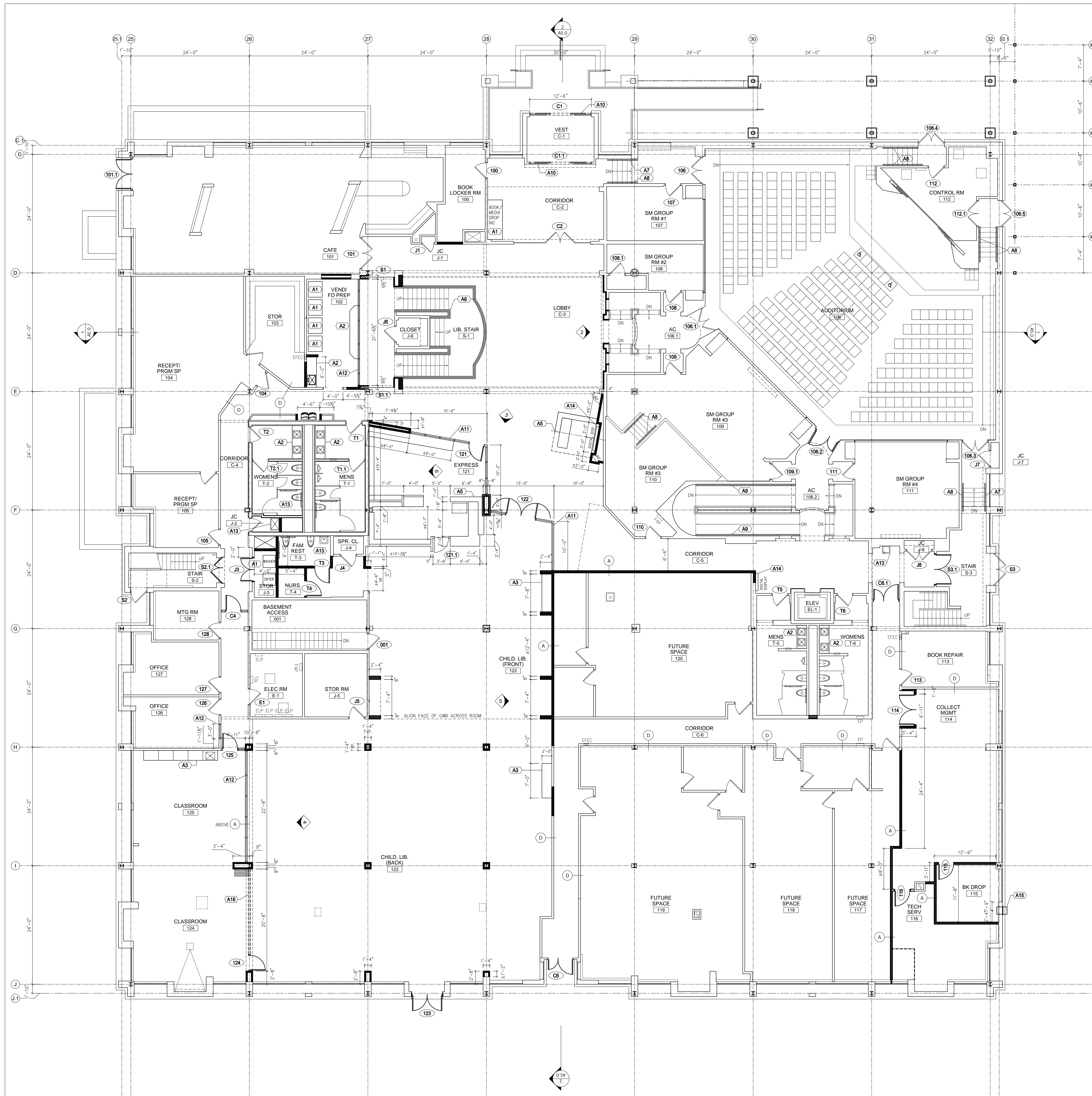
REVISIONS	

UPPER  
 LEVEL  
 DEMOLITION  
 PLAN

SHEET #  
**A1.2**

SCALE: AS NOTED  
 DATE: 11-30-2018

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**FLOOR PLAN SYMBOLS LEGEND:**

- NAME ROOM NAME
- ### DOOR NUMBER
- X WALL TYPE/A0.2
- SECTION DETAIL NUMBER
- SHEET WHERE SECTION IS DIRECTIONAL VIEW
- DETAIL NUMBER
- SHEET WHERE DETAIL IS
- INTERIOR ELEVATIONS, REFER TO A5.1 THRU A5.3
- DIRECTIONAL VIEW OF INTERIOR ELEVATION

**GENERAL NOTES**

1. REFER TO SHEET A0.2 FOR COMMON ABBREVIATIONS AND SYMBOLS.
2. ALL DIMENSIONS ARE TO FACE OF BLOCK OR GWS, U.N.O.
3. SEE CODE DRAWING A0.1 FOR LOCATIONS OF NEW AND EXISTING FIRE RATED WALLS.
4. ALL NEW WALLS ARE TO UNDERSIDE OF DECK, U.N.O.
5. ALL ITEMS SHOWN ON PLANS ARE NEW AND IN CONTRACT UNLESS SPECIFICALLY LABELED OTHERWISE.
6. INSTALL HEAVY DUTY CORNER BEAD AT ALL OUTSIDE GWS CORNERS.
7. ALL EXISTING FIRE EXTINGUISHERS TO REMAIN, TEMPORARILY REMOVE EXTINGUISHERS AND PROPERLY STORE FOR DURATION OF RENOVATIONS. REINSTALL UNIT UPON COMPLETION OF WORK AT SAME LOCATION.
8. REFERENCE ALTERNATES AND SPECIFICATIONS FOR DESCRIPTIONS AND SCOPE IMPLICATIONS.
9. NOT USED.
10. NOT USED.

TAG	DESCRIPTION	FLOOR PLAN KEYNOTES
A1	EQUIPMENT BY OWNER (N/C)	
A2	PLASTIC LAMINATE COUNTER WITH BACKPLASH. SEE PLUMB DWGS FOR SINKS WERE APPLICABLE.	
A3	PLASTIC LAMINATE BASE CABINETS W/ PLASTIC LAMINATE COUNTERTOP. SEE PLUMB DWGS FOR SINKS WERE APPLICABLE.	
A4	PLASTIC LAMINATE WALL CABINETS	
A5	GLASS BRACKETS. SEE INTERIOR ELEVATIONS' DETAILS	
A6	GLASS BRACKETS. GUARD SYSTEM WITH WOOD HANDRAIL.	
A7	FLOOR MOUNTED STEEL HANDRAIL, PFD (GALV @ EXTERIOR)	
A8	WALL MOUNTED STEEL HANDRAIL, PFD	
A9	WALL MOUNTED WOOD HANDRAIL	
A10	ALUMINUM FRAMED SLIDING AUTOMATIC ENTRANCE SYSTEM	
A11	ALUMINUM STOREFRONT	
A12	HOLLOW METAL FRAME WITH GLAZING. SEE ELEVATIONS	
A13	NEW PLUMBING FUTURE. SEE PLUMBING DWGS	
A14	NEW DIGITAL DISPLAY BY OWNER. SEE ELEC DWGS FOR POWER AND DATA	
A15	THRU WALL BOOK DROP. SEE SPEC.	
A16	OPERABLE GLASS WALL PARTITION. SEE SPEC.	
A18		

GODSHALL KANE O'ROURKE ARCHITECTS, LLC  
 2000 Pennsylvania Avenue, Suite 150  
 Ambler, PA 19002  
 T: 215.646.5707 W: gkoarchitects.com



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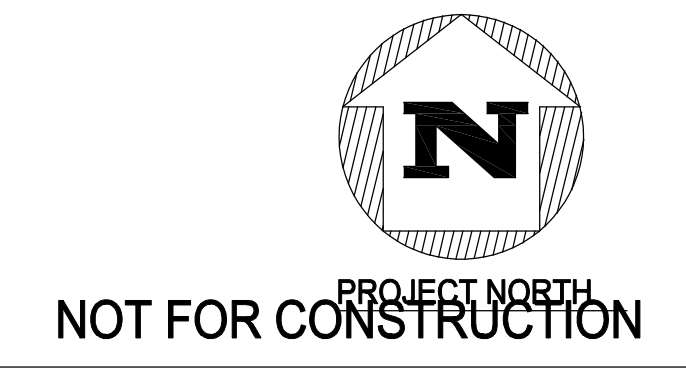
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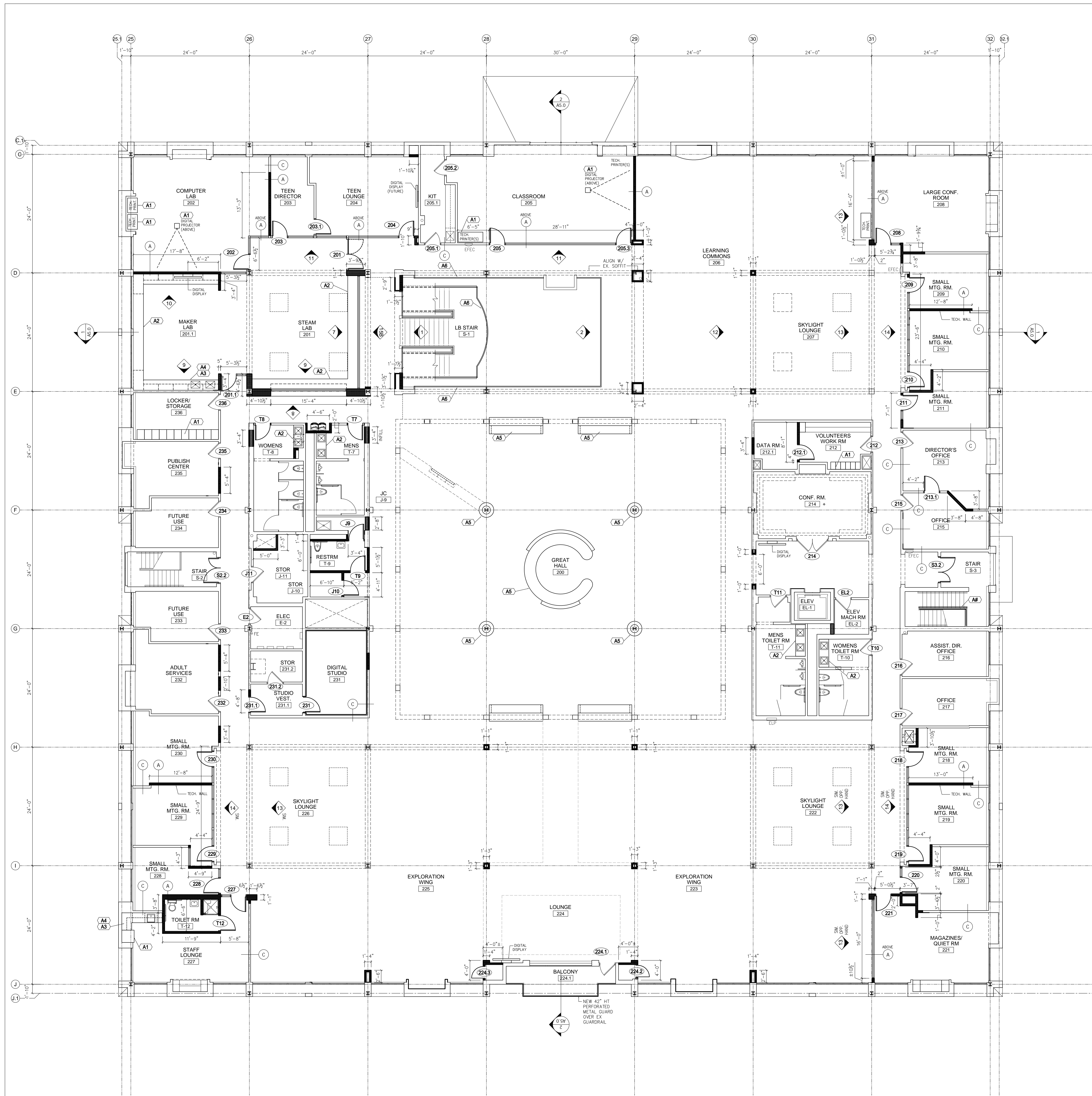
DRAWN BY	SF/ MJ
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JOB #	2404
SHEET TITLE	

**GROUND  
LEVEL  
FLOOR  
PLAN**

SHEET #  
**A2.1**

SCALE AS NOTED  
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**GENERAL NOTES**

1. REFER TO SHEET A2.1 FOR COMPLETE LIST OF GENERAL NOTES, KEYNOTES, AND SYMBOL LEGEND.

CONSULTANT

GODSHALL KANE O'ROURKE ARCHITECTS, LLC  
 2nd Floor  
 1800 York Road  
 Ambler, PA 19002  
 T: 215.646.2003 F: 215.646.5707 W: gkoarchitects.com

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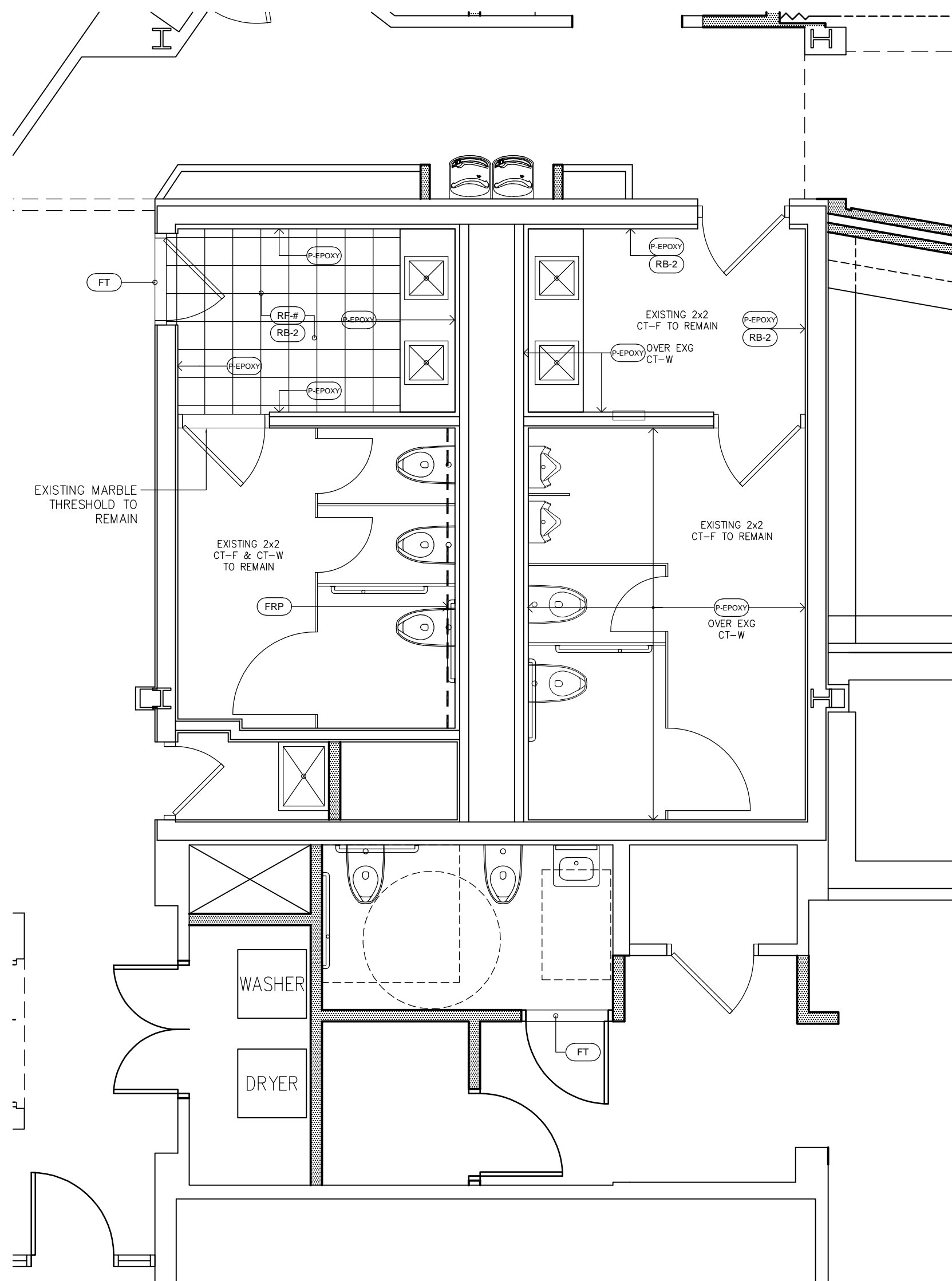
**UPPER  
LEVEL  
FLOOR  
PLAN**

SHEET #

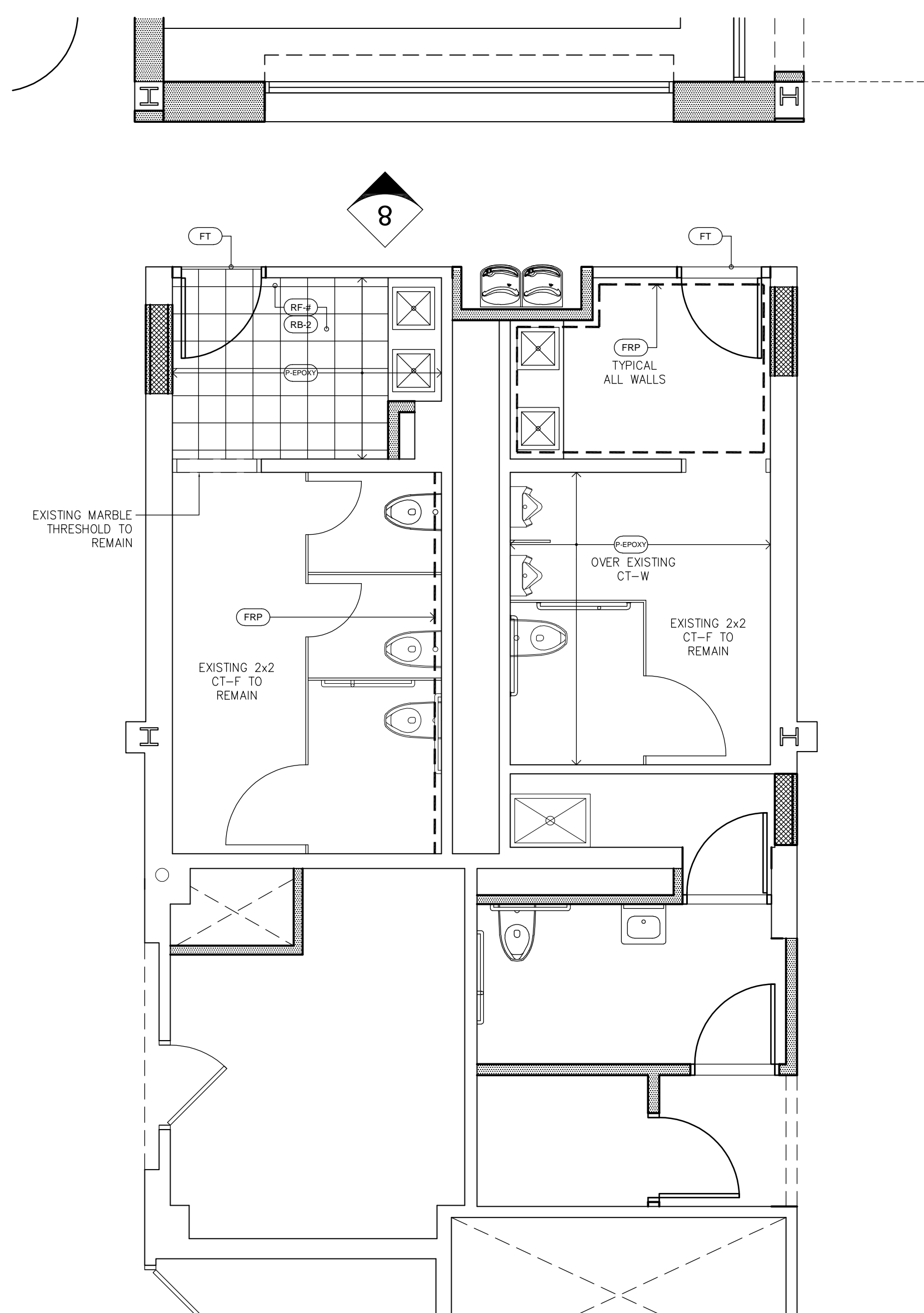
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SCALE AS NOTED  
 DATE 11-30-2018

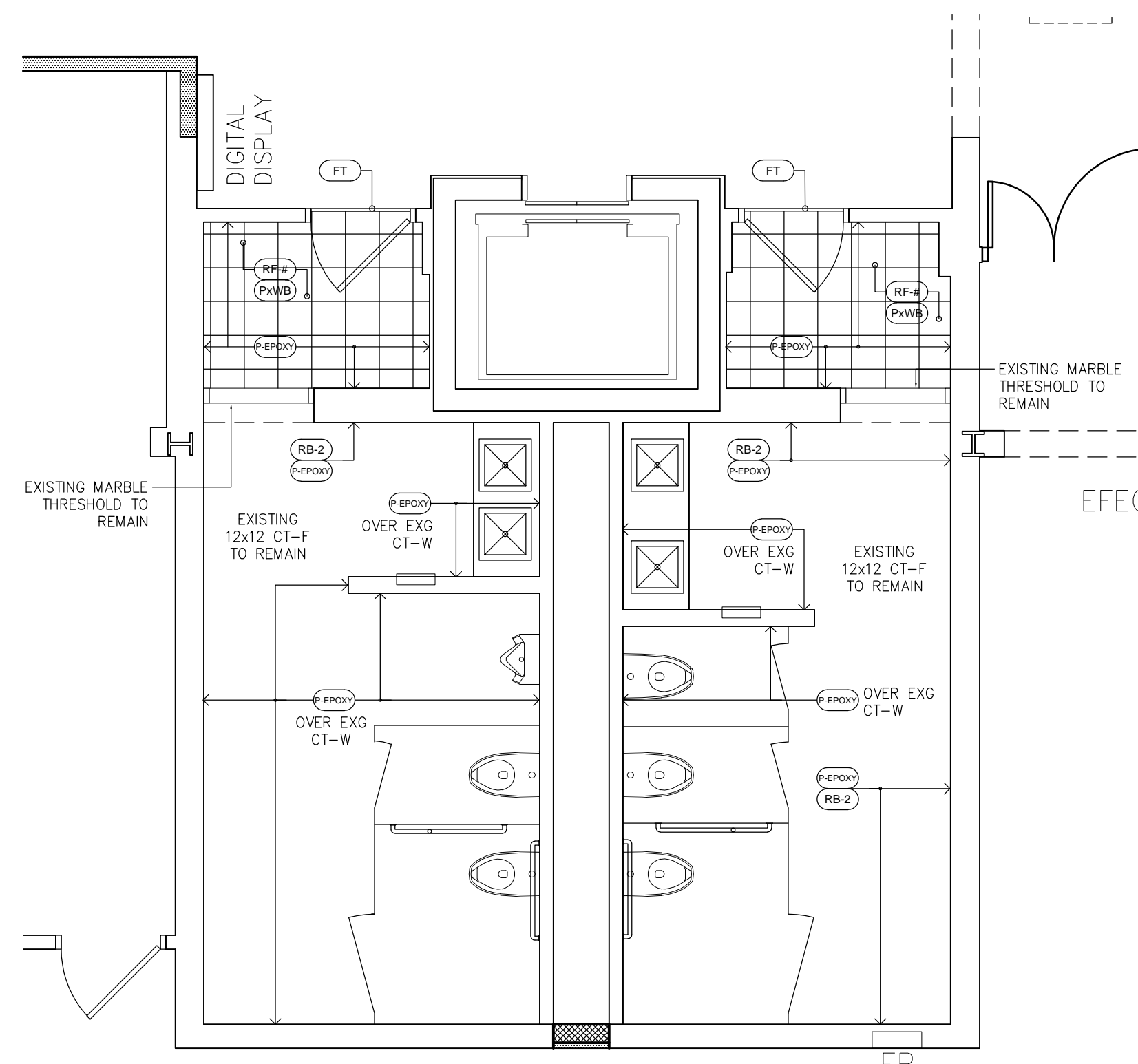
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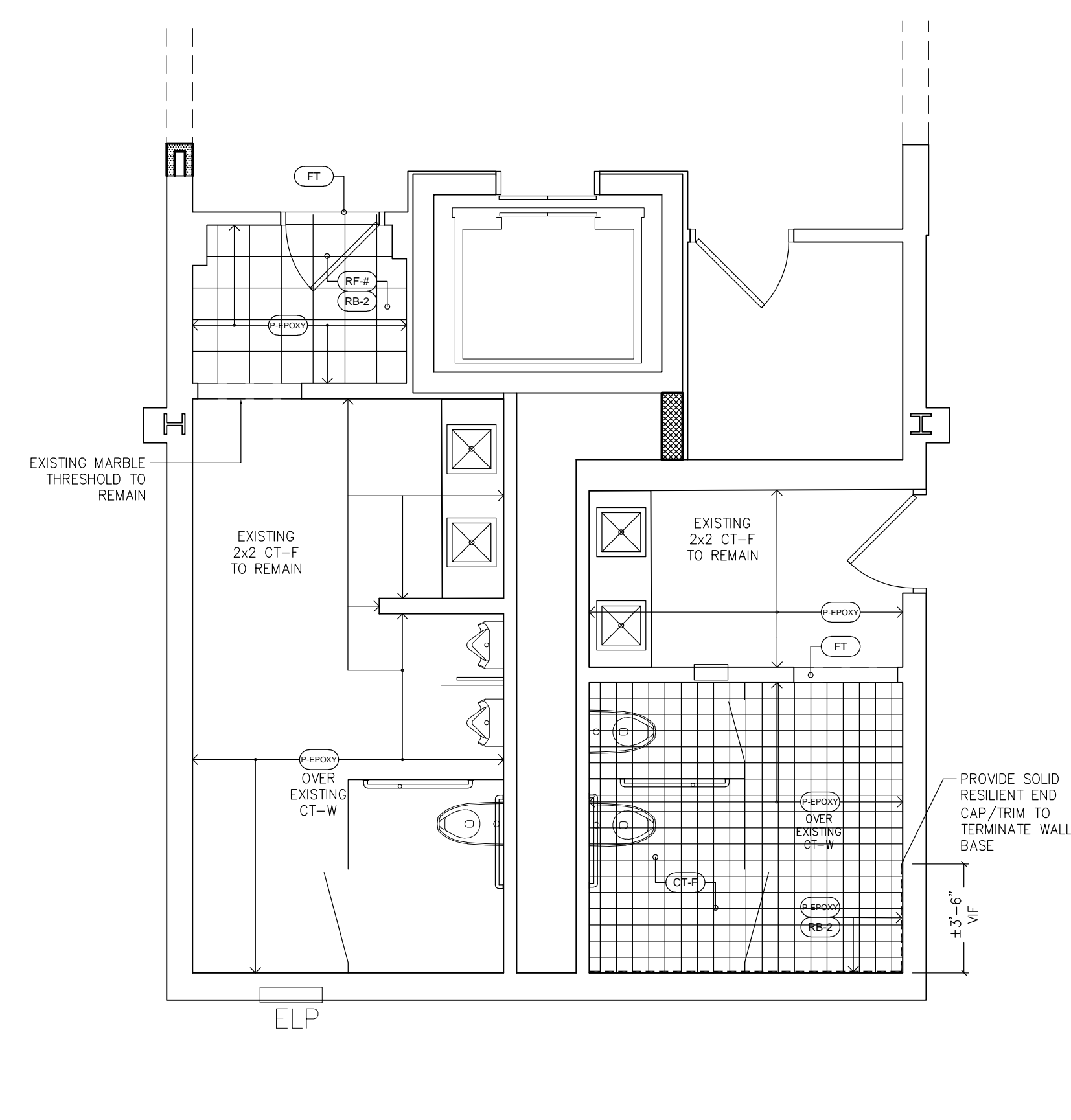
**1 1ST LEVEL TOILET ROOM RENOVATION** (MEN'S RM T-1 & WOMEN'S ROOM T-2 & FAMILY RESTROOM T-3)  
SCALE: 1/4" = 1'-0"



**3 2ND LEVEL TOILET ROOM RENOVATION** (MEN'S RM T-7 & WOMEN'S ROOM T-8 & RR T-9)  
SCALE: 1/4" = 1'-0"



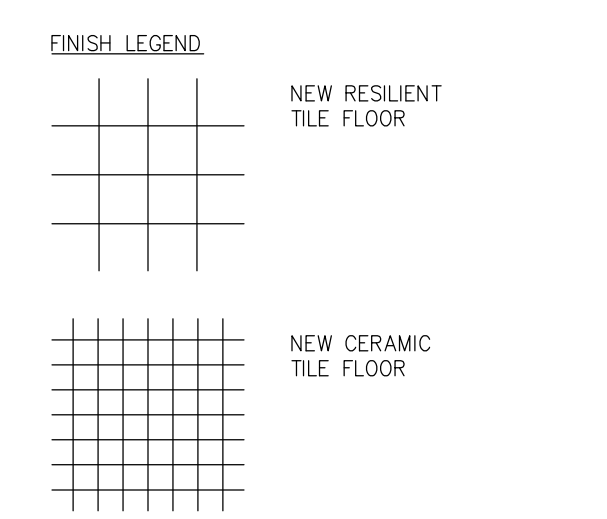
**2 1ST LEVEL TOILET ROOM RENOVATION** (MEN'S RM T-5 & WOMEN'S ROOM T-6)  
SCALE: 1/4" = 1'-0"



**4 2ND LEVEL TOILET ROOM RENOVATION** (MEN'S RM T-11 & WOMEN'S ROOM T-10)  
SCALE: 1/4" = 1'-0"

**FINISH NOTES:**  
 (X) → WALL FINISH, FULL HEIGHT, UNO  
 (X) → FLOOR FINISH  
**FINISH NOTES:**  
 1. WHERE EXISTING CERAMIC WALL TILE FINISHES ARE NOTED TO BE PAINTED, PROTECT EXISTING TOILET PARTITIONS, FLOOR TILE FINISHES, AND PLUMBING FIXTURES TO REMAIN FROM CONSTRUCTION ACTIVITIES.  
 2. WHERE "EPOXY" IS INDICATED, PREPARE EXISTING SURFACES (EXISTING DMB & CERAMIC TILE WHERE INDICATED) TO RECEIVE PAINT PER PAINT MFR'S RECOMMENDATIONS.  
 3. PAINT EXISTING WOOD WALL BASE TO REMAIN WITH EPOXY PAINT.

**SUPPLEMENTAL FINISH ABBREVIATIONS**  
 NOTE: REFERENCE SHEET A7.0 FOR FULL LIST OF FINISH ABBREVIATIONS  
 PACT-F PAINT EXISTING CERAMIC FLOOR TILE  
 PWB PAINT EXISTING SOLID WOOD WALL BASE  
 FT-1 FLOOR TRANSITION TYPE 1  
 FT-2 FLOOR TRANSITION TYPE 2  
 FT-3 FLOOR TRANSITION TYPE 3



ICC A117.1 - 2009 PLUMBING ELEMENTS AND FACILITIES			
DESCRIPTION	STANDARD DIMENSION (INCHES)	ADULT USE - ABOVE FINISHED FLOOR	
		PRIORITY ADA MOUNTING HT. (SUFFIX 'a')	ACCEPTED ADA DIM. RANGE * (SUFFIX 'a')
A URINAL (WALL HUNG RIM HEIGHT)	22"	16.5"	17" MAX.
B WATER CLOSET (WALL HUNG SEAT HEIGHT)	16"	18"	17"-19"
D TOILET PAPER DISPENSER (WALL MTD. - OUTLET HEIGHT)	20"	24"	18"-48"
D1 TOILET PAPER DISPENSER (PARTITION MTD. - OUTLET HEIGHT)	20"	24"	18"-48"
E GRAB BAR (HORIZONTAL SIDE - HEIGHT TO TOP)	35"	33"	33"-36"
E1 GRAB BAR (HORIZONTAL REAR - HEIGHT TO TOP)	35"	33"	33"-36"
E2 GRAB BAR (VERTICAL - HEIGHT TO BOTTOM)	40"	39"	41"
F2 FEMININE PRODUCT DISPOSAL & DISPENSER (WALL MTD. - HEIGHT TO TOP)	30"	40"	34"-48"
F3 FEMININE PRODUCT DISPOSAL & DISPENSER (PARTITION MTD. - HEIGHT TO TOP)	30"	40"	34"-48"
G WARM AIR HAND DRYER (SURFACE MTD. - HEIGHT TO OPERATING MECHANISM)	42"	42"	34"-48"
G1 WARM AIR HAND DRYER (RECESS MTD. - HEIGHT TO OPERATING MECHANISM)	42"	42"	34"-48"
H PAPER TOWEL DISPENSER (SURFACE MTD. - HEIGHT TO DISPENSER OR OPERATOR)	54"-60"	44"	34"-48"
H1 PAPER TOWEL DISPENSER (RECESS MTD. - HEIGHT TO DISPENSER OR OPERATOR)	54"-60"	44"	34"-48"
H2 PAPER TOWEL DISP. + WASTE RECEPT. (RECESS - HEIGHT TO DISPENSER OR OPERATOR)	54"-60"	44"	34"-48"
H3 PAPER TOWEL DISP. + WASTE RECEPT. (RECESS/PROJECTED - HEIGHT TO DISPENSER OR OPERATOR)	54"-60"	44"	34"-48"
J LAVATORY (HEIGHT TO TOP OF RIM)	33.5"	34"	MAX.
J LAVATORY (HEIGHT TO UNDERSIDE OF RIM FOR KNEE CLEARANCE)	27.5"	27"	MIN.
K MIRROR (BOTTOM OF REFLECTIVE SURFACE) SEE NOTE **	40"	39.5"	40" MAX.
L SOAP DISPENSER (WALL MTD. - HEIGHT TO OPERATING MECHANISM)	40"	36"	34"-48"
M MOP HOLDER (WALL MTD. - HEIGHT TO TOP)	72"	44"	MAX.
N GARMENT HOOK (HEIGHT) SEE NOTE ***	48"	44"	34"-48"
O WASTE RECEPTACLE (HEIGHT TO TOP OF INLET)	40"	44"	34"-48"
P TOILET PARTITIONS	-	-	-
U UTILITY SHELF WITH MOP HOLDERS (HEIGHT TO TOP OF SHELF)	72"	47.5"	48" MAX.
V PAPER CUP DISPENSER (SURFACE MTD. - HEIGHT TO DISPENSER OR OPERATOR)	40"	36"	34"-48"
W FREE-STANDING WASTE CONTAINER	-	-	-
MISCELLANEOUS (SEE MPE DRAWINGS FOR LOCATIONS AND DESIGNATIONS)			
ELECTRIC WATER COOLER (HEIGHT TO SPOUT)	38"-43"	34.5"	MAX.
FIRE ALARM PULL STATION (HEIGHT TO PULL MECHANISM)	-	47.5"	48" MAX.
FIRE EXTINGUISHER CABINET (HEIGHT TO DOOR HANDLE OR EXTINGUISHER GRIP - WHICHEVER HIGHER)	-	47.5"	48" MAX.

\* THE ADA ANSI ICC A117.1-2009 ACCEPTED MOUNTING RANGE IS BEING GIVEN IN THE TABLE FOR REFERENCE ONLY. CONTRACTORS SHALL INSTALL ADA FIXTURES AND/OR ELEMENTS IN ACCORDANCE WITH THE SINGLE DIMENSION GIVEN IN THE PRIORITY ADA MOUNTING HEIGHT COLUMN.  
 \*\* MIRROR (FIXTURE "K") TO BE WALL-MOUNTED CENTERED ABOVE EVERY LAVATORY (FIXTURE LABELED "J" OR "J1" ON PLANS) UNLESS NOTED OTHERWISE. TYP. SIZE 18"x30" UNLESS NOTED OTHERWISE.  
 \*\*\* PROVIDE (1) GARMENT HOOK FOR EACH STALL. PROVIDE (1) GARMENT HOOK IN SINGLE OCCUPIED TOILET ROOMS.

**GENERAL NOTES & SYMBOLS**

- COORDINATE AND VERIFY ALL FIXTURES AND ACCESSORIES LOCATIONS WITH ARCHITECT BEFORE INSTALLATION.
  - ALL DIMENSIONS SHOWN ON PLANS ARE TO CENTERLINE OF FIXTURE AND FACE OF PARTITION UNLESS NOTED OTHERWISE.
  - REFER TO FINISH LEGEND AND PLANS FOR ALL RELATED ROOM FINISHES.
  - REFER TO DOOR SCHEDULE FOR DOORS WITH UNDERCUTS.
- INDICATES CLEAR TURNING AREAS
- 
- INDICATES 30" X 48" MIN. CLEAR FLOOR SPACE
- 
- ARCHITECTURAL TAG NOTES (F1, F2, ETC.) AS SHOWN IS FOR CODE COMPLIANCE WITHIN THIS PROJECT AND IS SPECIFIC TO THIS SHEET. CONTRACTORS SHALL NOT LINK THESE TAG NOTES WITH SIMILAR PLUMBING FIXTURE SCHEDULE TAGS FOUND ON PLUMBING DRAWINGS.

GODSHALL KANE O'ROURKE ARCHITECTS, LLC  
 200 Parkside Building 18 - Suite 150  
 Ambler, PA 19002  
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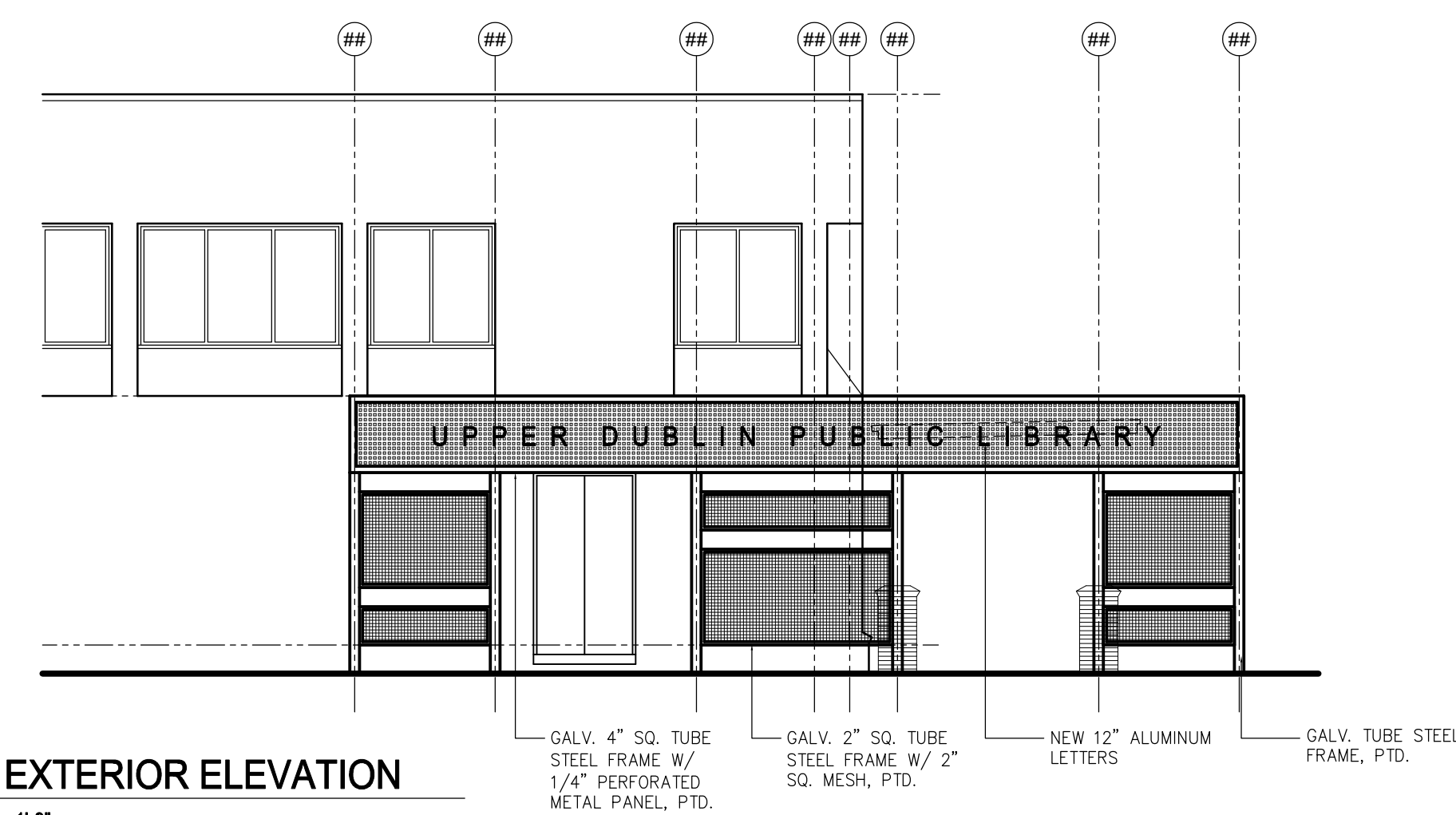
DETAIL FLOOR PLANS

SHEET #  
**A2.3**

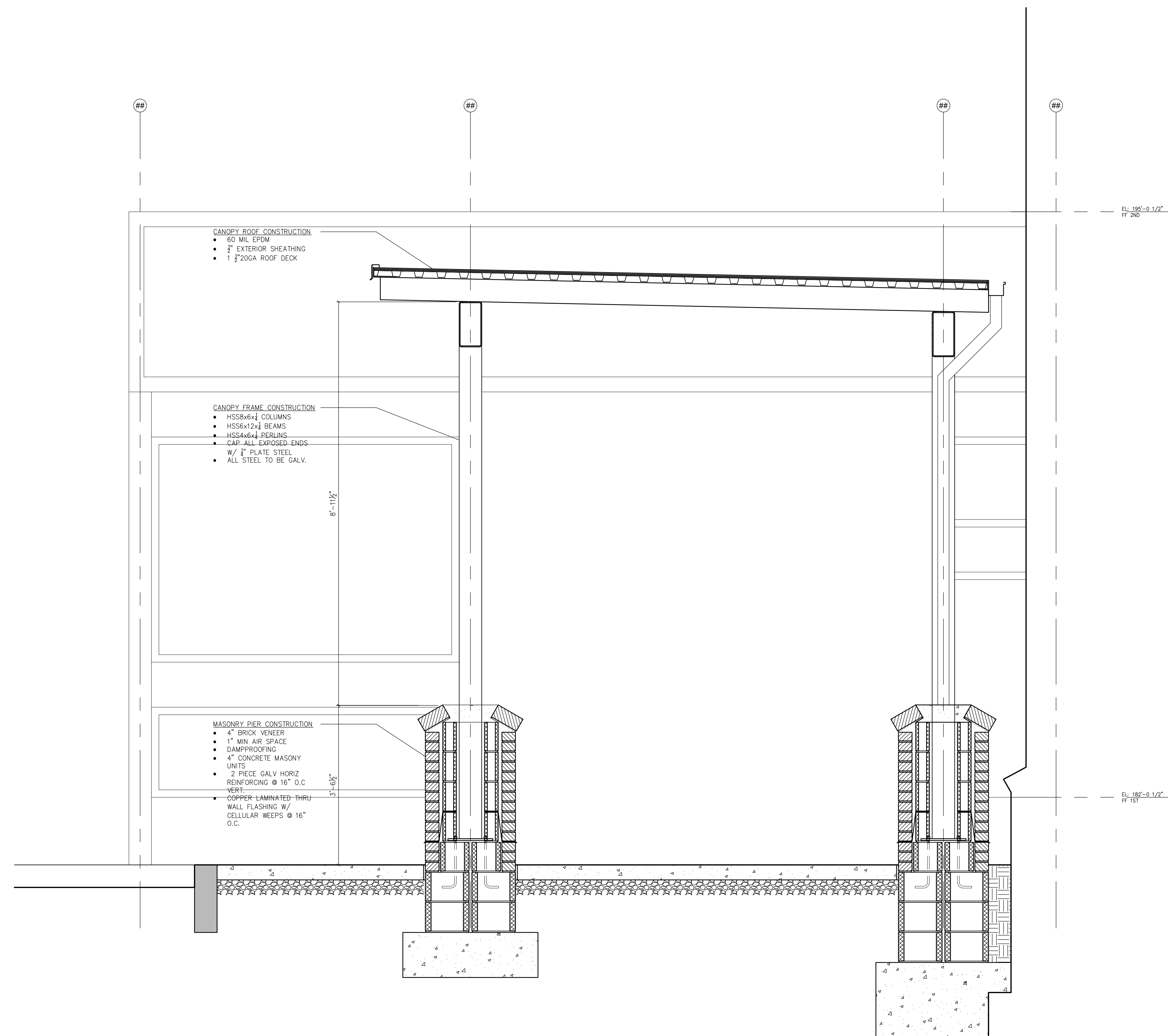
SCALE AS NOTED  
 DATE 11-30-2018



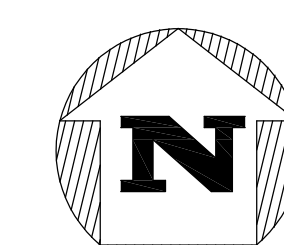
1 NORTH EXTERIOR ELEVATION  
A3.1 SCALE: 1/8" = 1'-0"



2 EAST EXTERIOR ELEVATION  
A3.1 SCALE: 1/8" = 1'-0"



3 CANOPY SECTION  
A3.1 SCALE: 3/4" = 1'-0"



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Ambler, PA 19002  
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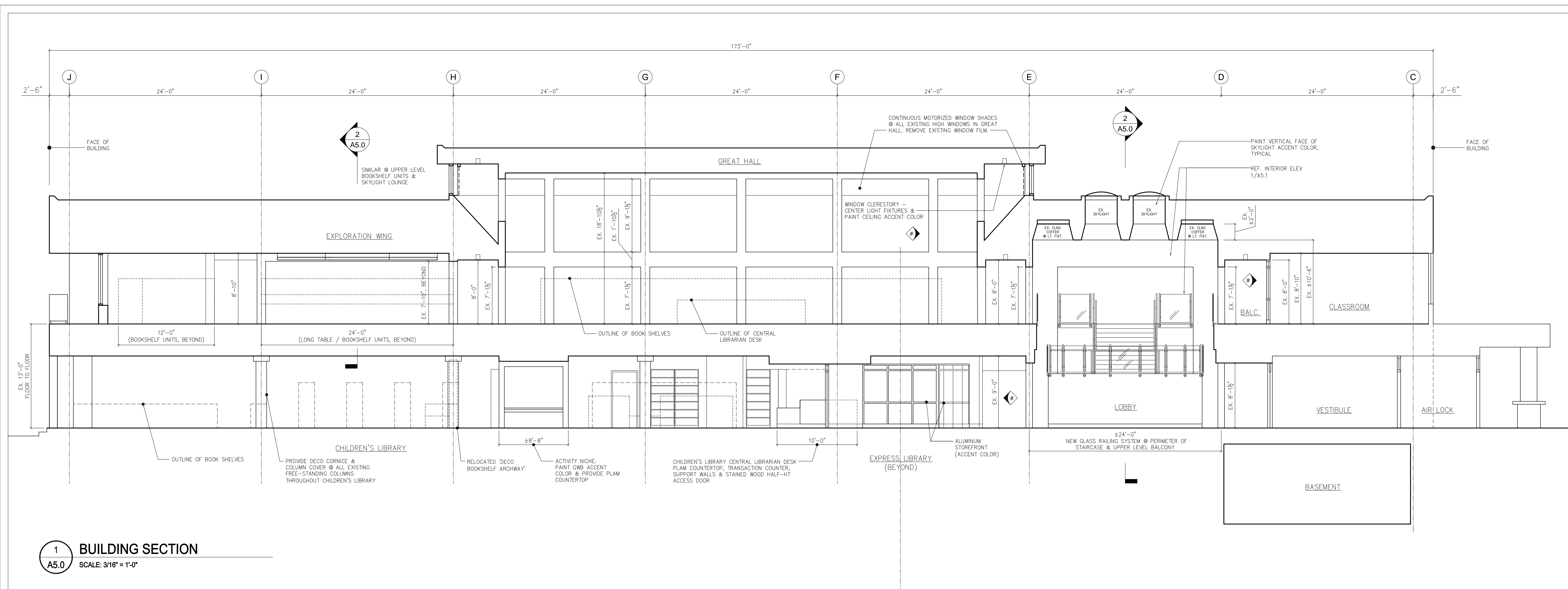
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SHEET TITLE	

EXTERIOR  
ELEVATIONS

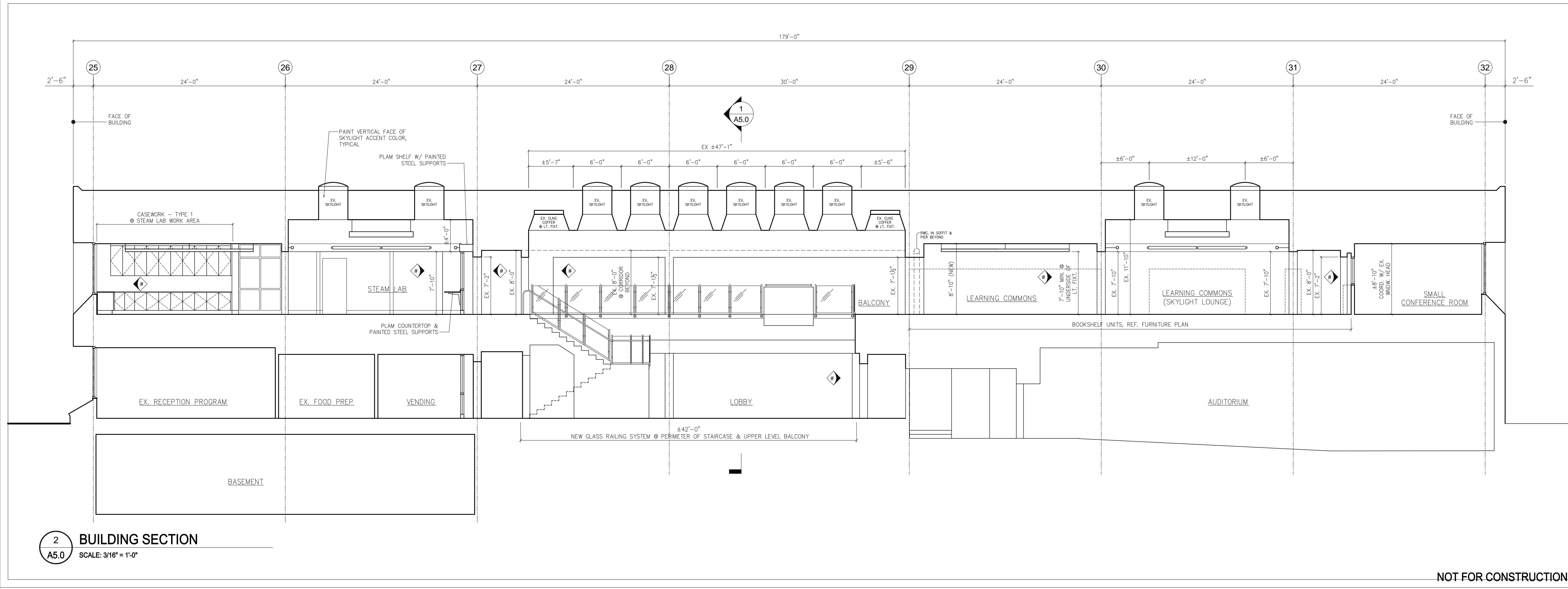
SHEET #

A3.1

SCALE	AS NOTED
DATE	11-30-2018



**1 BUILDING SECTION**  
 A5.0 SCALE: 3/16" = 1'-0"



**2 BUILDING SECTION**  
 A5.0 SCALE: 3/16" = 1'-0"

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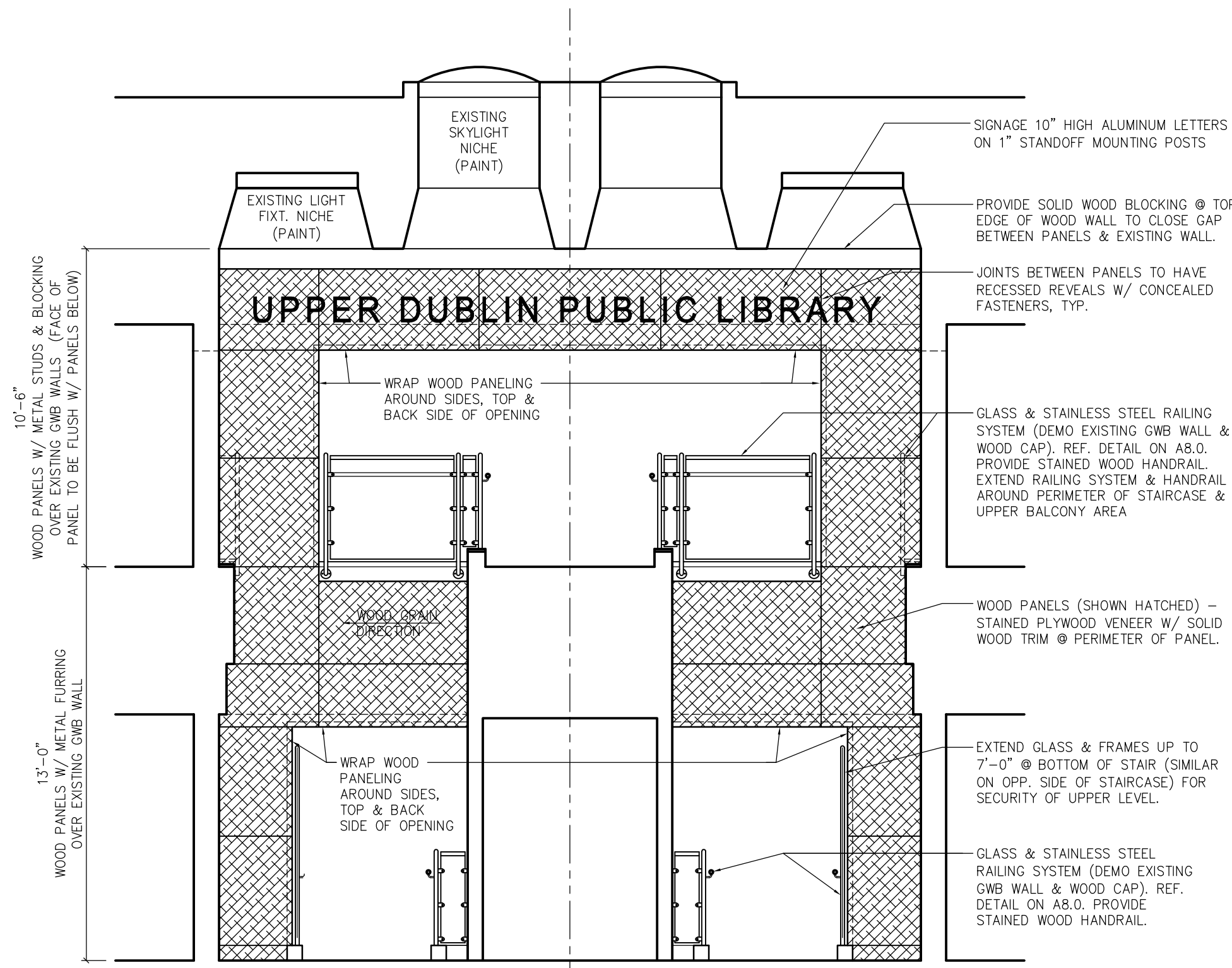
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SHEET TITLE	

**BUILDING  
 SECTIONS**

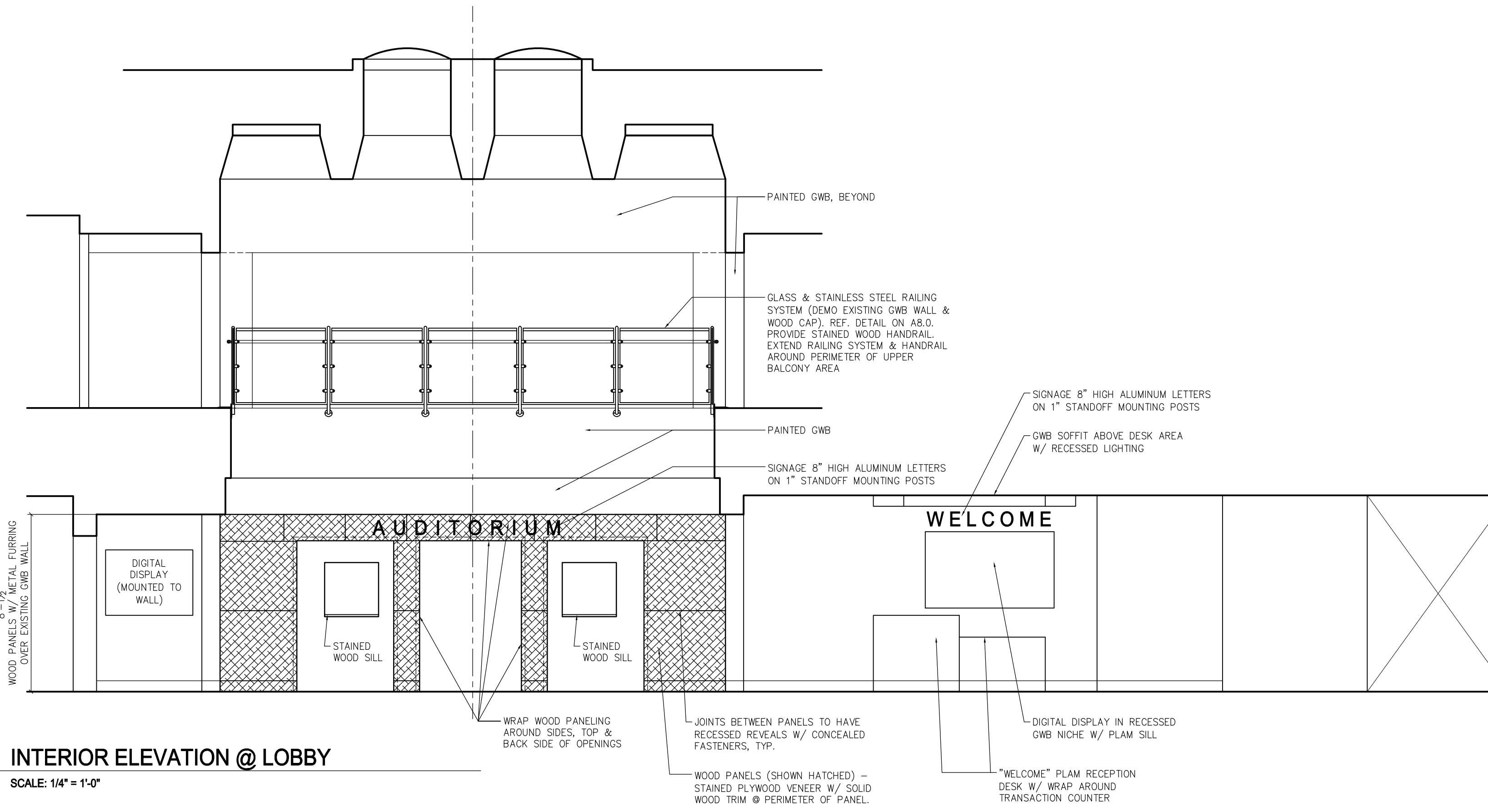
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**A5.0**

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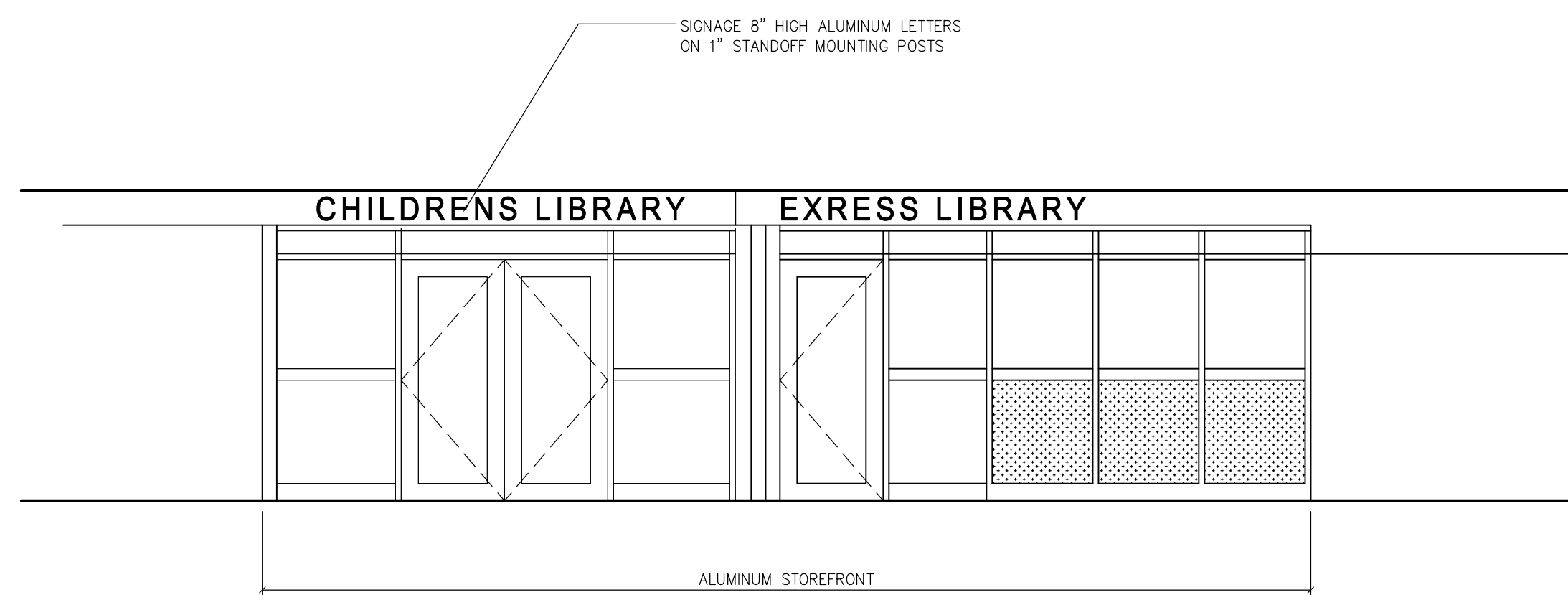
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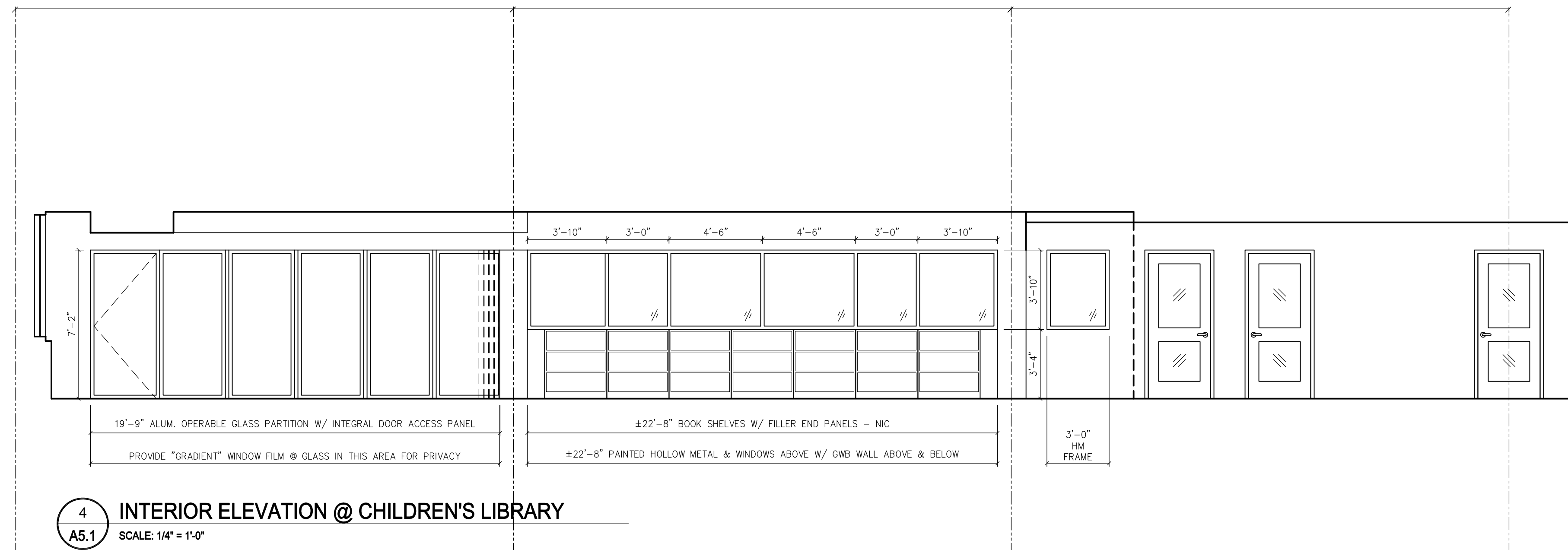
1 INTERIOR ELEVATION @ LOBBY  
SCALE: 1/4" = 1'-0"



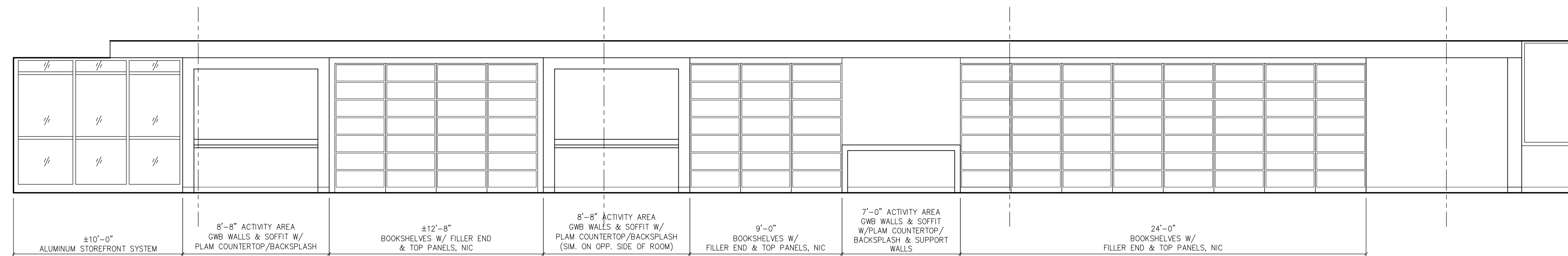
2 INTERIOR ELEVATION @ LOBBY  
SCALE: 1/4" = 1'-0"



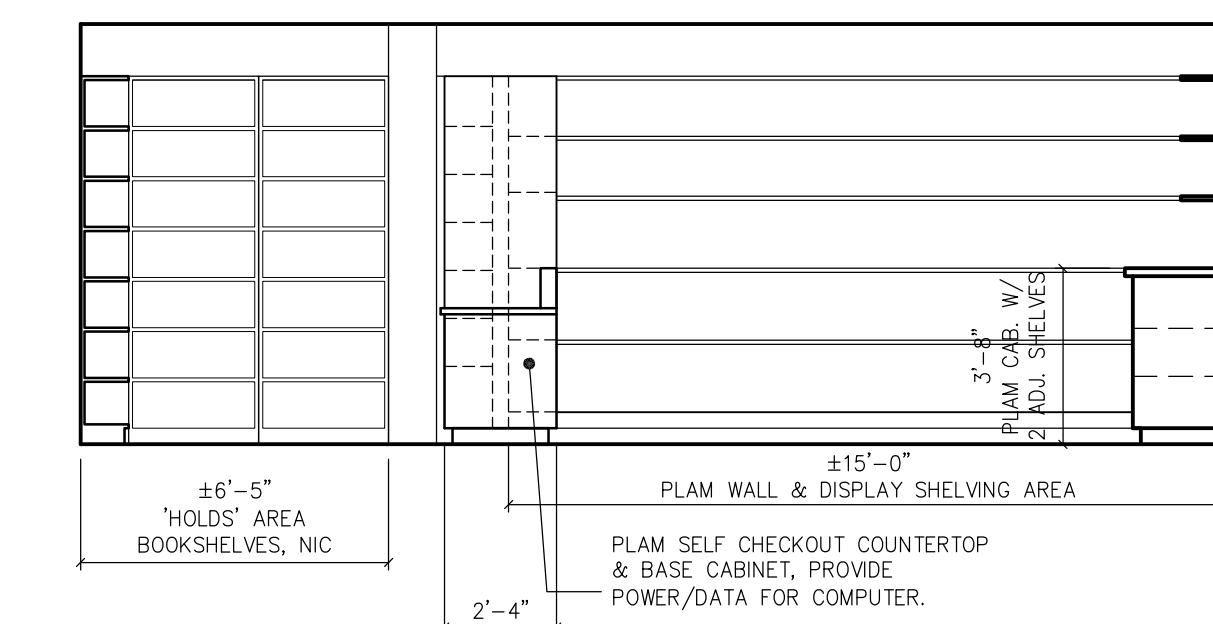
3 INTERIOR ELEVATION @ LOBBY TOWARD CHILDREN'S LIBRARY & EXPRESS LIBRARY  
SCALE: 1/4" = 1'-0"



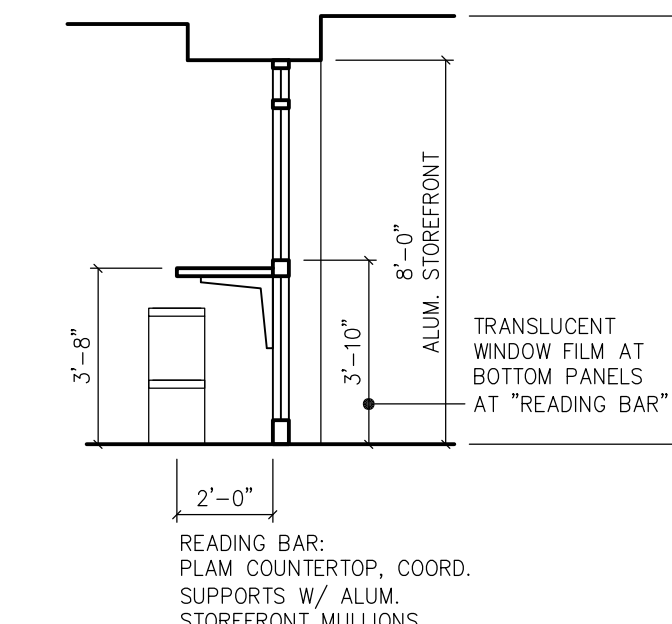
4 INTERIOR ELEVATION @ CHILDREN'S LIBRARY  
SCALE: 1/4" = 1'-0"



5 INTERIOR ELEVATION @ CHILDREN'S LIBRARY  
SCALE: 1/4" = 1'-0"



6 INTERIOR ELEVATION @ EXPRESS LIBRARY  
SCALE: 1/4" = 1'-0"



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 200 Parkside Avenue  
 Ambler, PA 19002  
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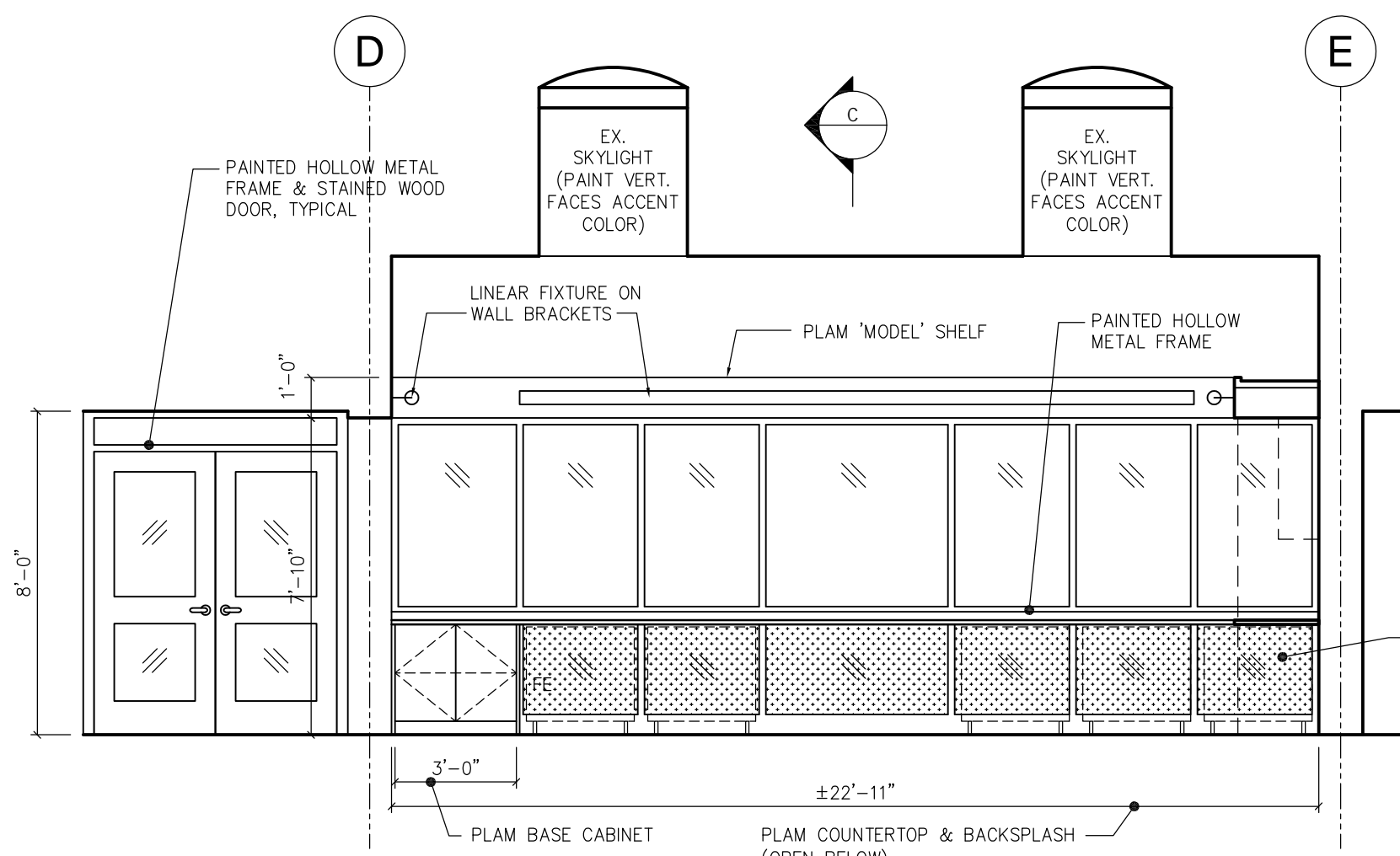
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SHEET TITLE	

**INTERIOR  
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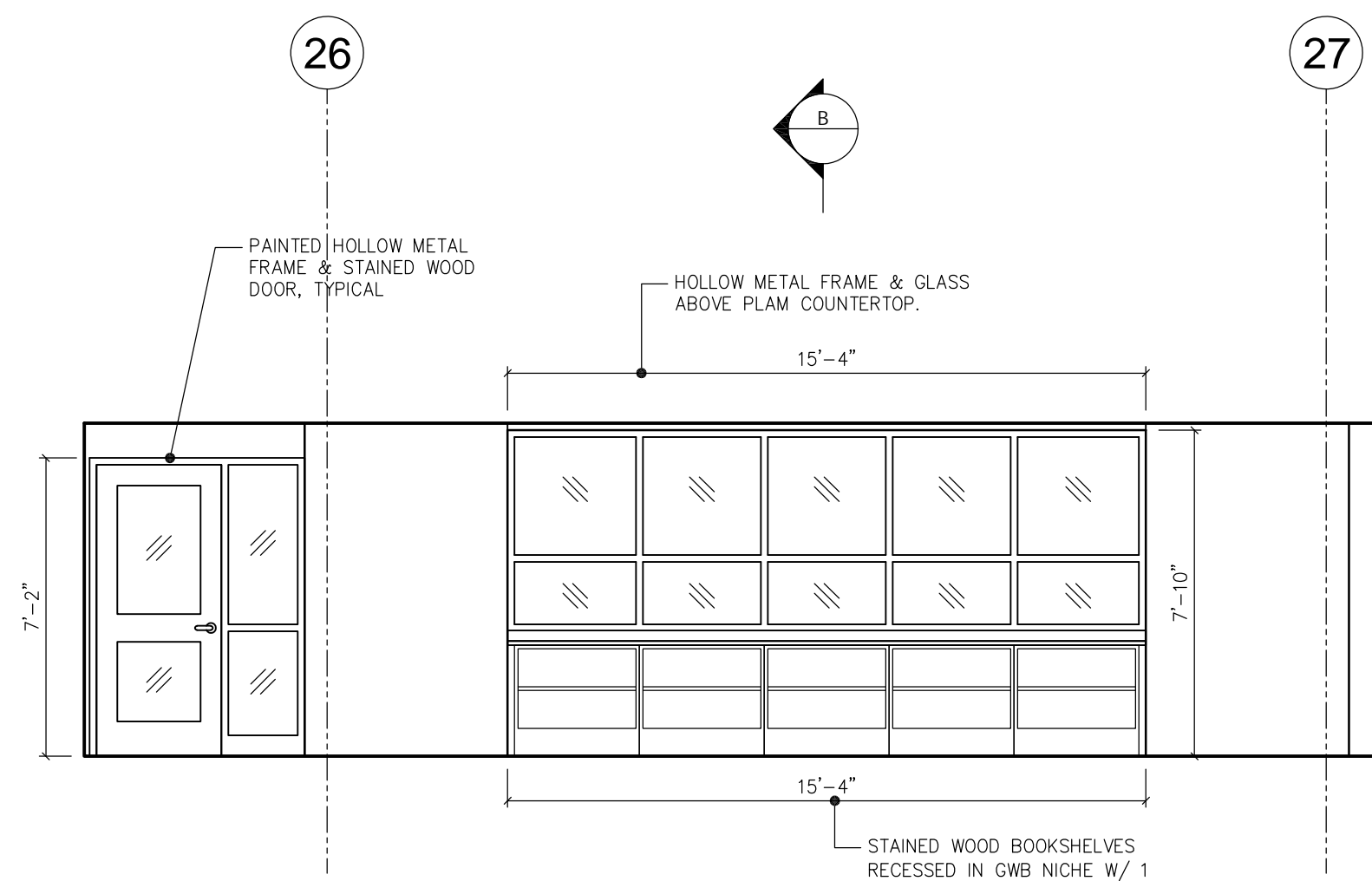
SHEET #  
**A5.1**

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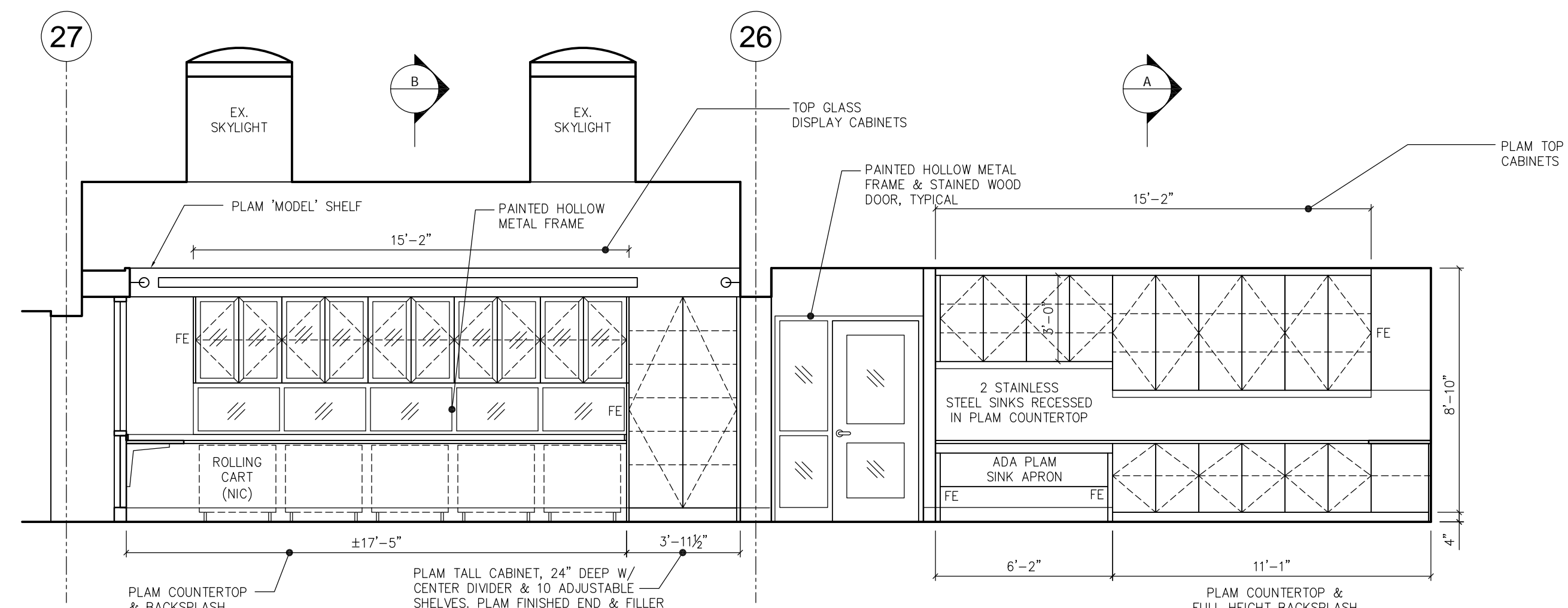
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7 INTERIOR ELEVATION @ STEAM LAB #201  
A5.2 SCALE: 1/4" = 1'-0"

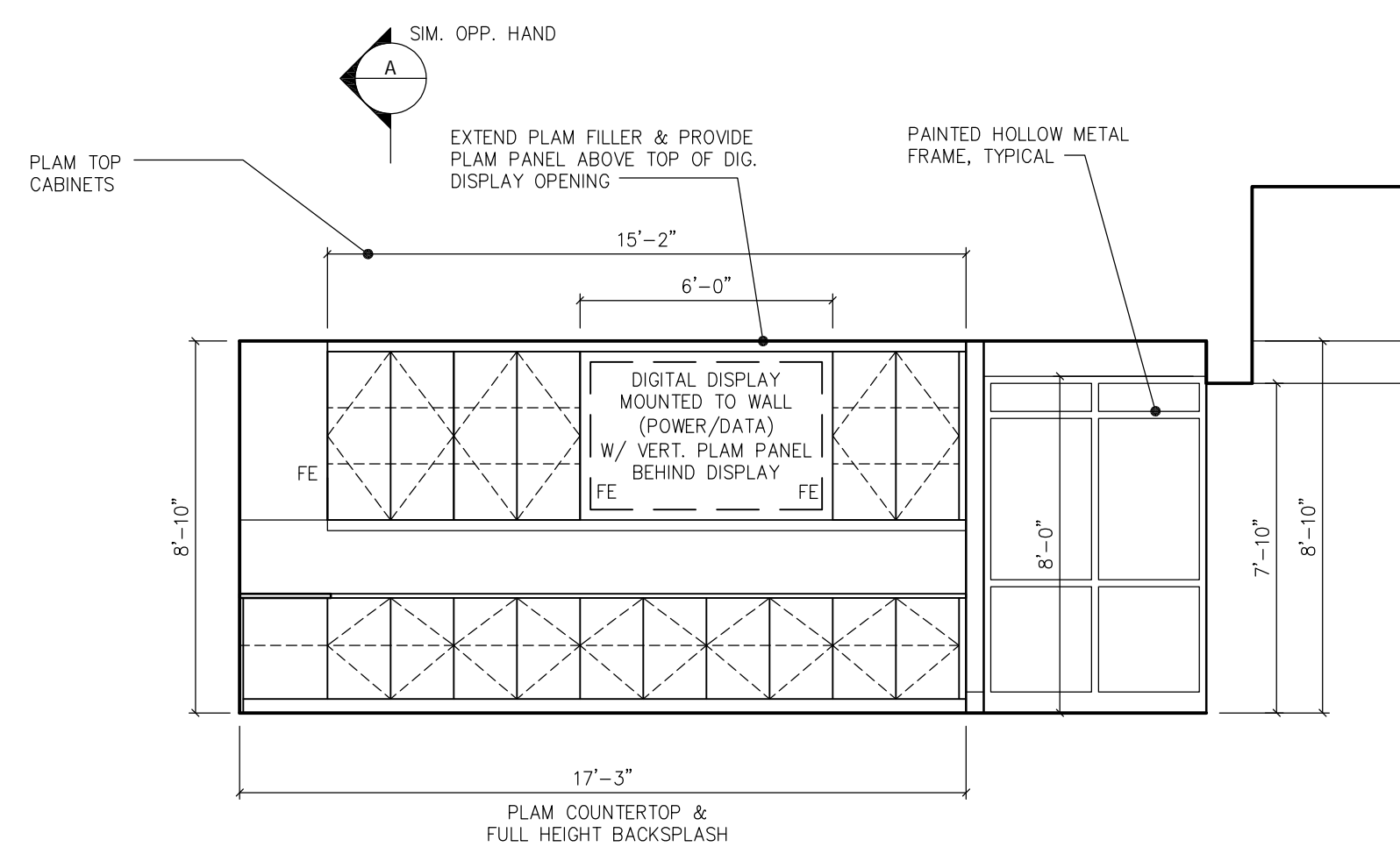


8 INTERIOR ELEVATION @ STEAM LAB #201  
A5.2 SCALE: 1/4" = 1'-0"

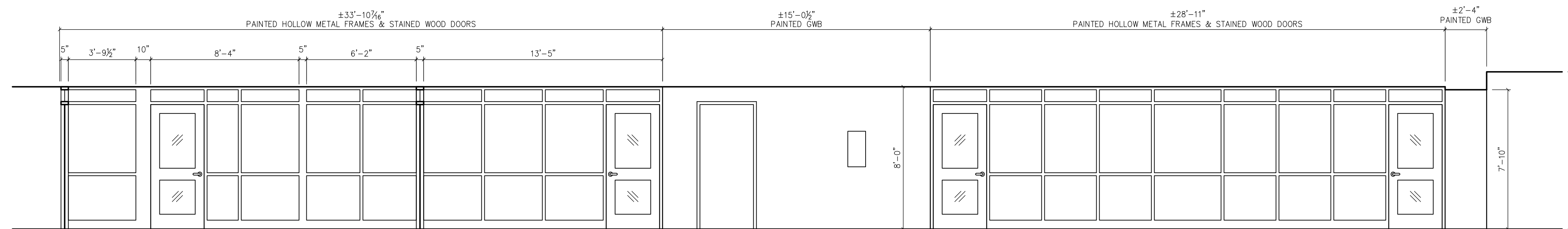


9 INTERIOR ELEVATION @ STEAM/MAKER LAB  
A5.2 SCALE: 1/4" = 1'-0"

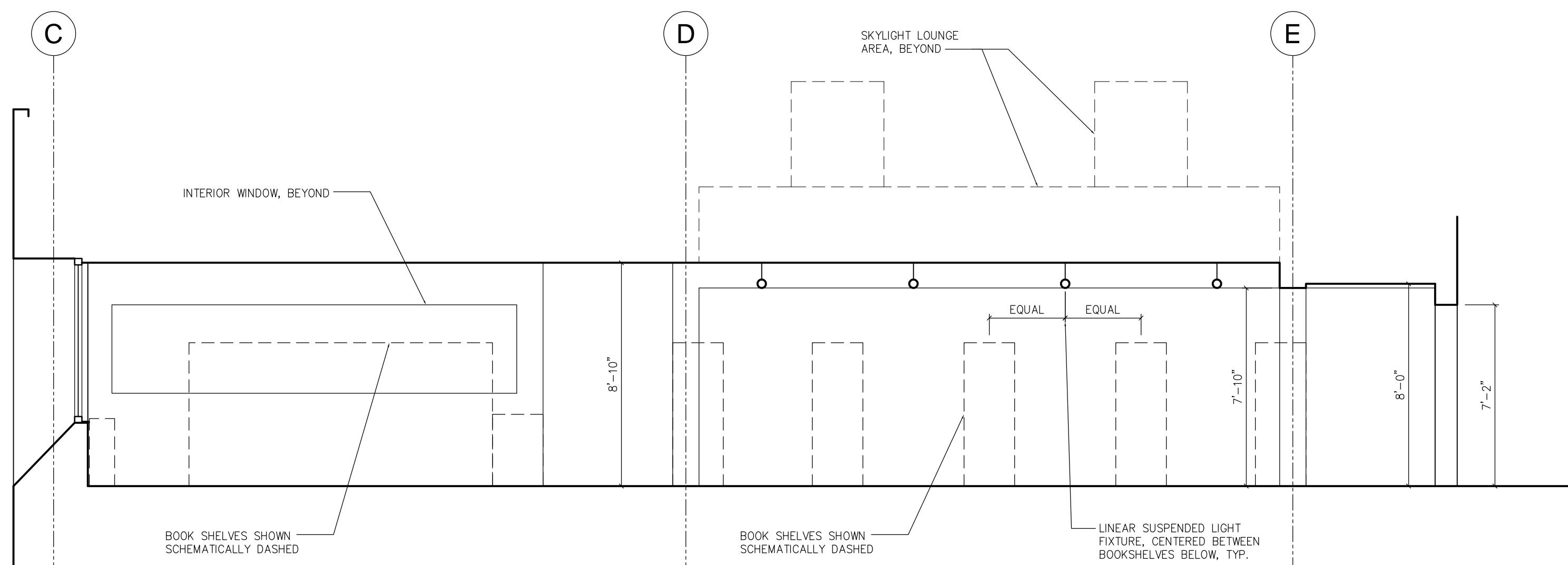
SCHOOL OUTITTERS "STRUCTURE SERIES"  
MOBILE STORAGE CARTS (NIC)  
- WIDTH = VARIES  
- DEPTH = 20"  
- HEIGHT = 32"



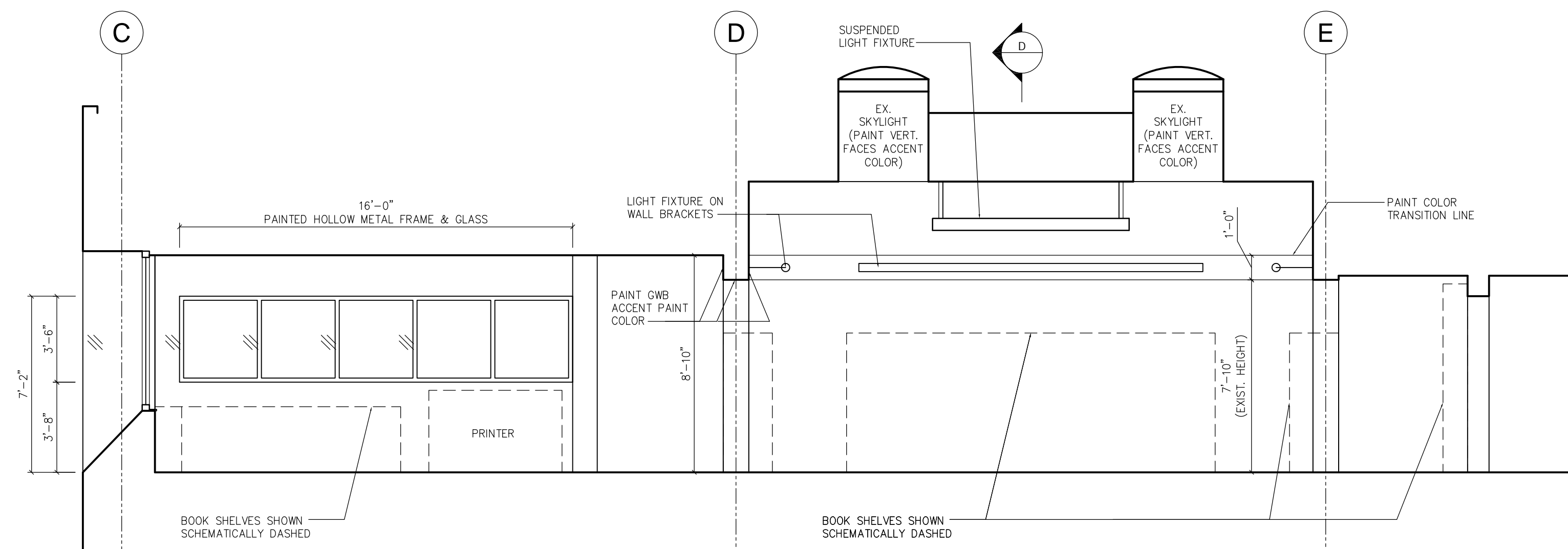
10 INTERIOR ELEVATION @ MAKER LAB #201.1  
A5.2 SCALE: 1/4" = 1'-0"



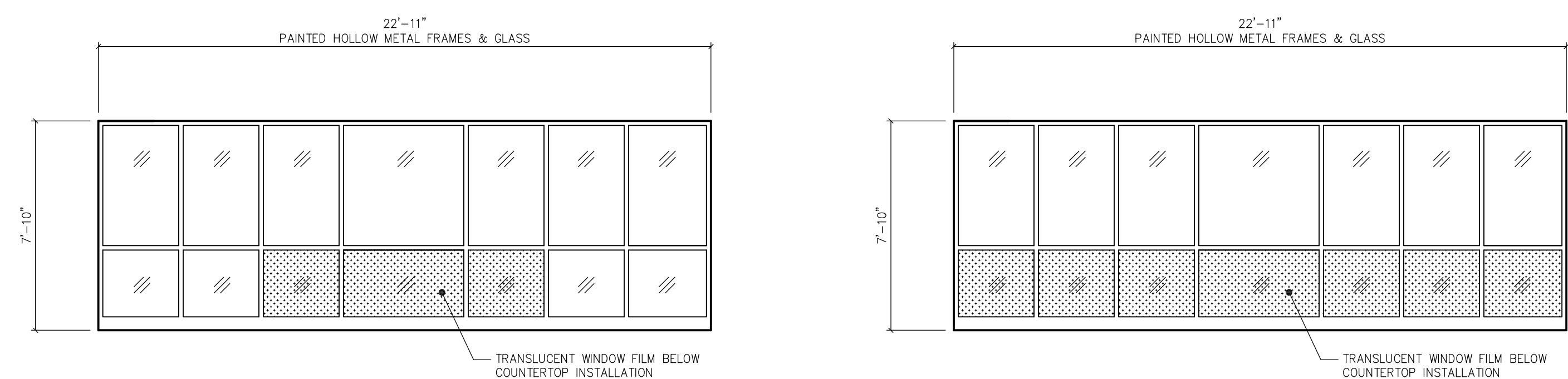
11 INTERIOR ELEVATION @ STEAM LAB / MAKER LAB  
A5.2 SCALE: 1/4" = 1'-0"



12 INTERIOR ELEVATION @ LEARNING COMMONS #206  
A5.2 SCALE: 1/4" = 1'-0"

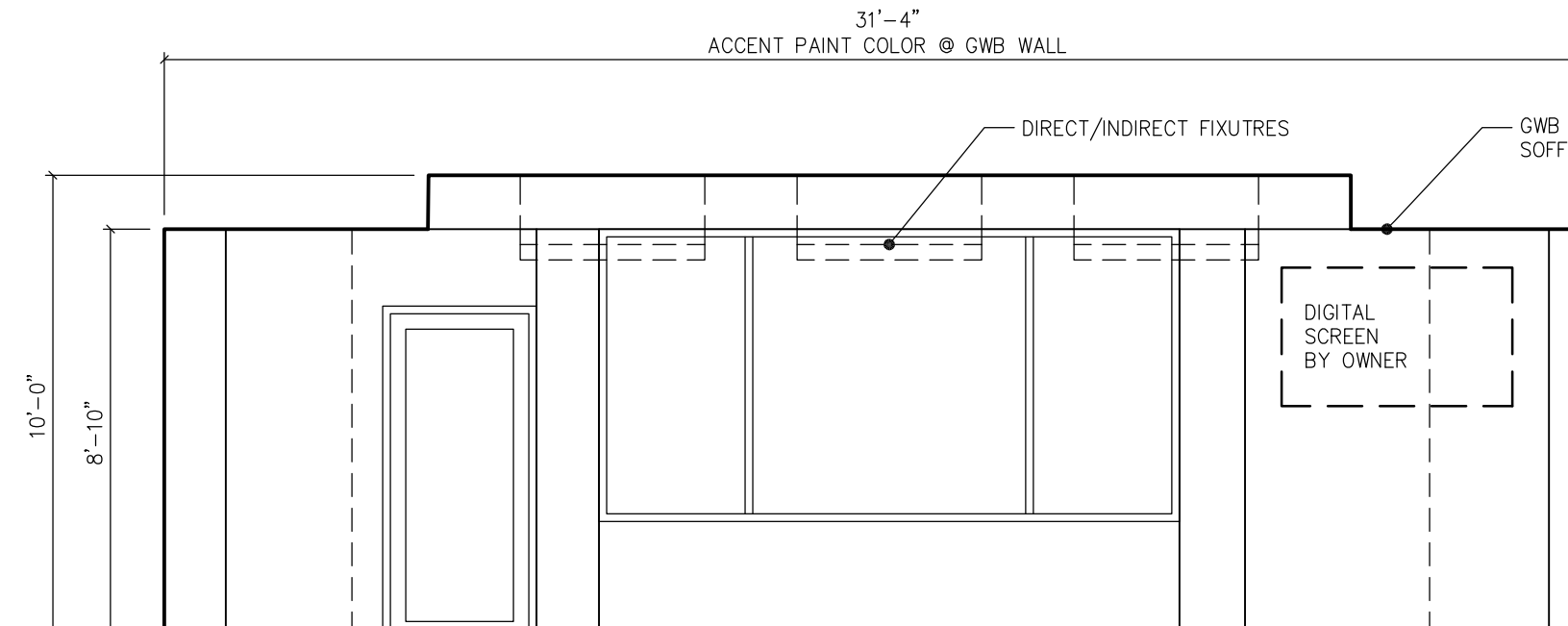


13 INTERIOR ELEVATION @ LEARNING COMMONS #206 & SKYLIGHT LOUNGE #207  
A5.2 SCALE: 1/4" = 1'-0"

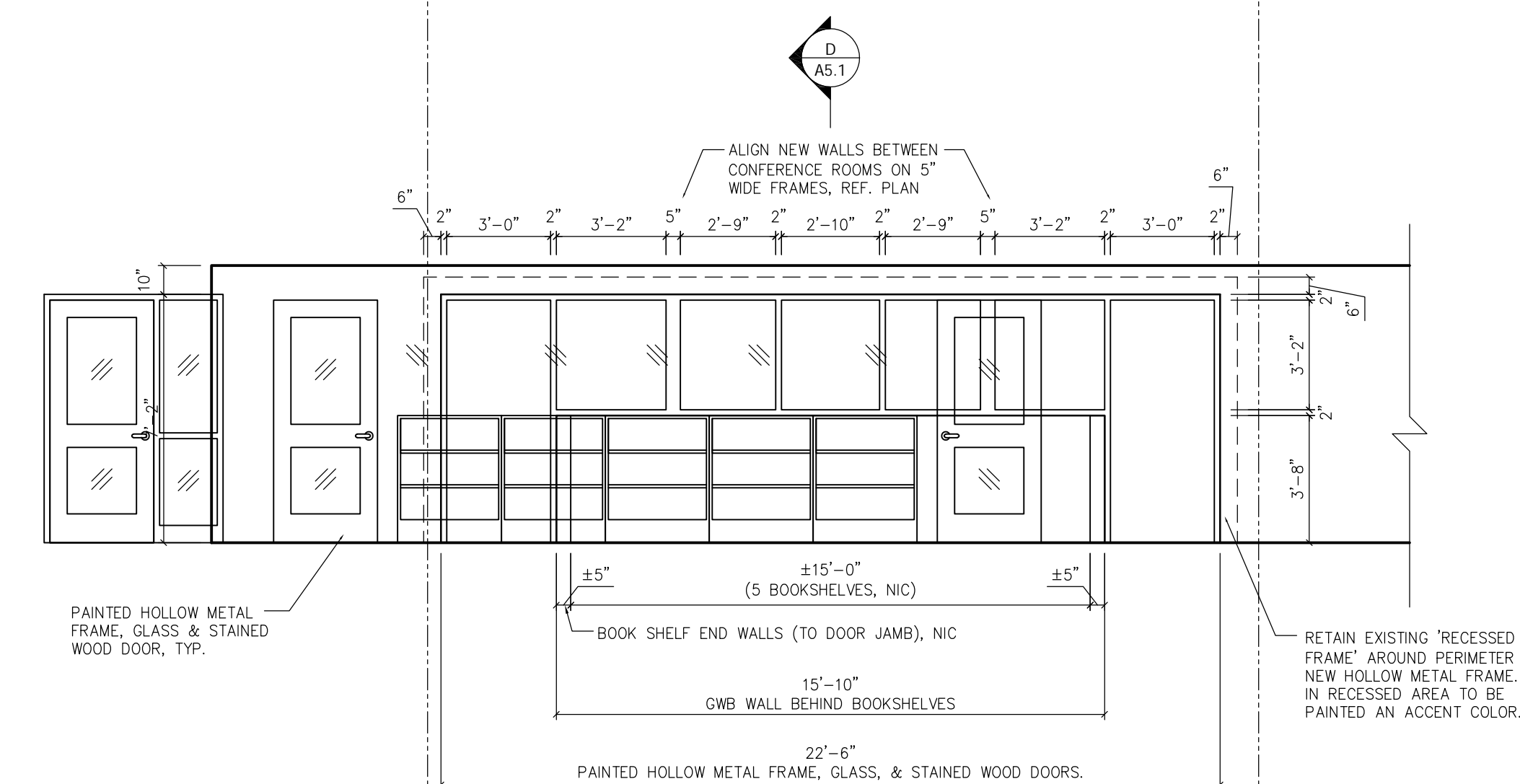


15A INTERIOR ELEVATION @ LOBBY TOWARD VENDING  
A5.2 SCALE: 1/4" = 1'-0"

15B INTERIOR ELEVATION @ LOBBY TOWARD STEAM LAB  
A5.2 SCALE: 1/4" = 1'-0"



16 INTERIOR ELEVATION @ 2ND LEVEL LOUNGE #224  
A5.2 SCALE: 1/4" = 1'-0"



14 INTERIOR ELEVATION @ CORRIDOR ADJ. TO SKYLIGHT LOUNGE #207  
A5.2 SCALE: 1/4" = 1'-0"

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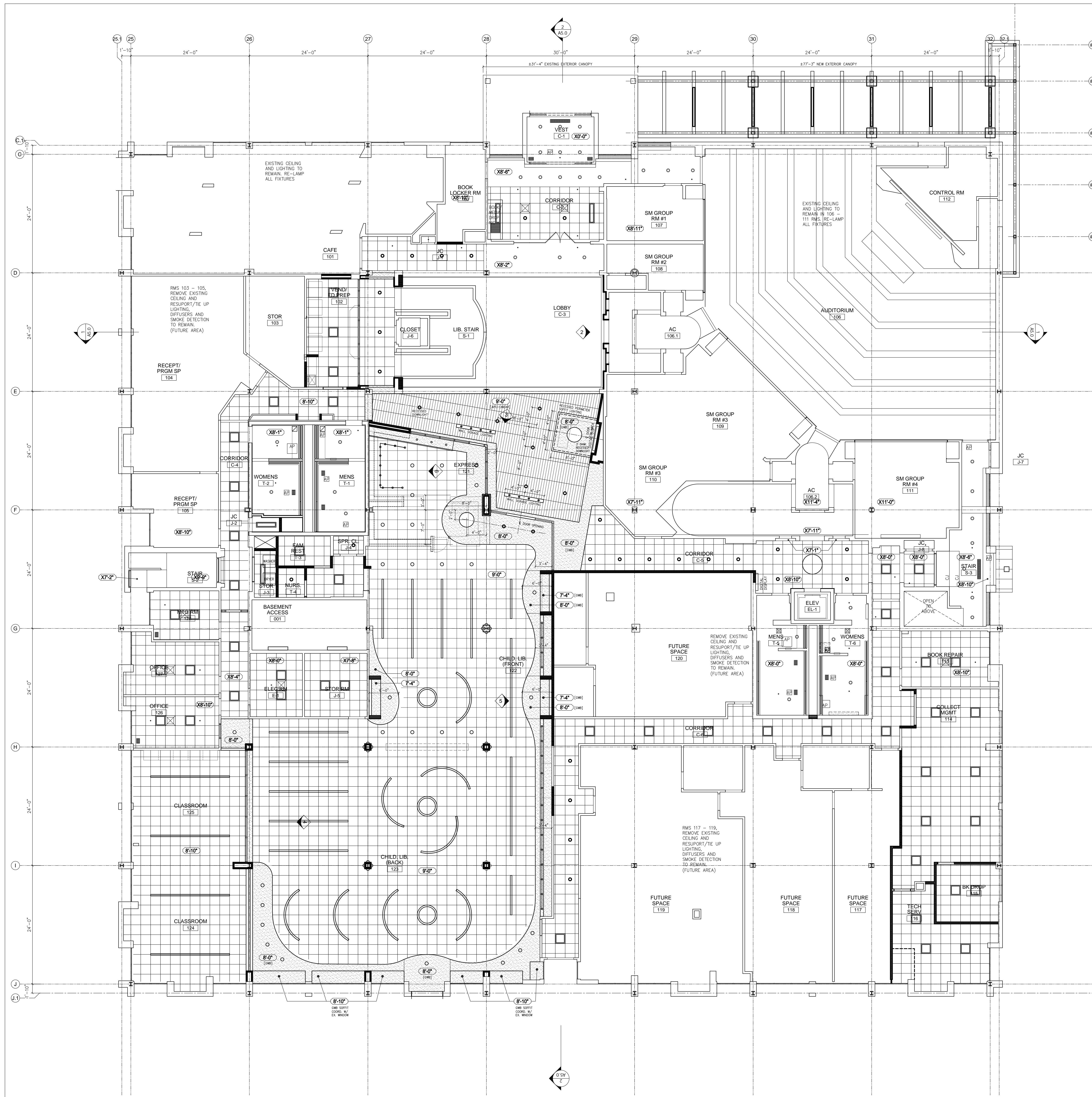
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INTERIOR ELEVATIONS

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**A5.2**  
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### CEILING LEGEND

NOTE: REFER TO SPECIFICATIONS FOR MORE INFORMATION.



### REFLECTED CEILING PLAN KEYNOTES:

NOTE: ALL CEILING GRID AND TILE INDICATED ON DRAWINGS ARE NEW UNLESS SPECIFICALLY NOTED OTHERWISE BY KEYNOTE DESCRIPTIONS BELOW.

- ① NOT USED
- ② NOT USED
- ③ NOT USED.

### GENERAL NOTES

1. THIS SHEET IS FOR REFERENCE ONLY IN AN ATTEMPT TO SHOW AND COORDINATE M.E.P. ITEMS NECESSARY FOR DESIGN PURPOSES ONLY. THERE WILL BE NO ADDITIONAL COST TO THE OWNER FOR DEVICES SHOWN ON THE M.E.P. DRAWINGS. REFER TO M.E.P. DRAWINGS FOR QUANTITY OF DEVICES REQUIRED PER CONTRACT.
2. ACOUSTICAL CEILING TILE GRID - FULL TILE STARTING POINT INDICATED BY WHERE NO STARTING POINT IS INDICATED OR DIMENSIONS ARE PROVIDED, GRID IS CENTERED WITHIN ROOM.
3. ALL LIGHT FIXTURE DIMENSIONS SHOWN ARE TO CENTERLINE OF FIXTURE UNLESS NOTED OTHERWISE.
4. ALIGN FACE OF SOFFIT WITH FACE OF FINISH WALL OR COLUMN ENCLOSURE UNLESS NOTED OTHERWISE.
5. ALL DOWNLIGHTS ARE CENTERED IN GWB CEILING / SOFFITS, UNLESS NOTED OTHERWISE.
6. WHERE EXISTING CEILING TO REMAIN, PLACE NEW LIGHT FIXTURES IN EXISTING FIXTURE LOCATIONS UNLESS NOTED OTHERWISE. PATCH EXISTING GWB CEILING AND REPLACE DAMAGED CEILING TILES AS REQUIRED.
7. ALL EXPOSED DUCTWORK, PIPING AND CONDUITS SHALL BE PAINTED BY THE GC TO MATCH THE ADJACENT SURFACE COLOR UNLESS NOTED OTHERWISE OR INSTRUCTED BY THE ARCHITECT IN THE FIELD.
8. PAINT ALL EXPOSED LINTELS TO MATCH THE ADJACENT SURFACE COLOR UNLESS NOTED OTHERWISE OR INSTRUCTED BY THE ARCHITECT IN THE FIELD.

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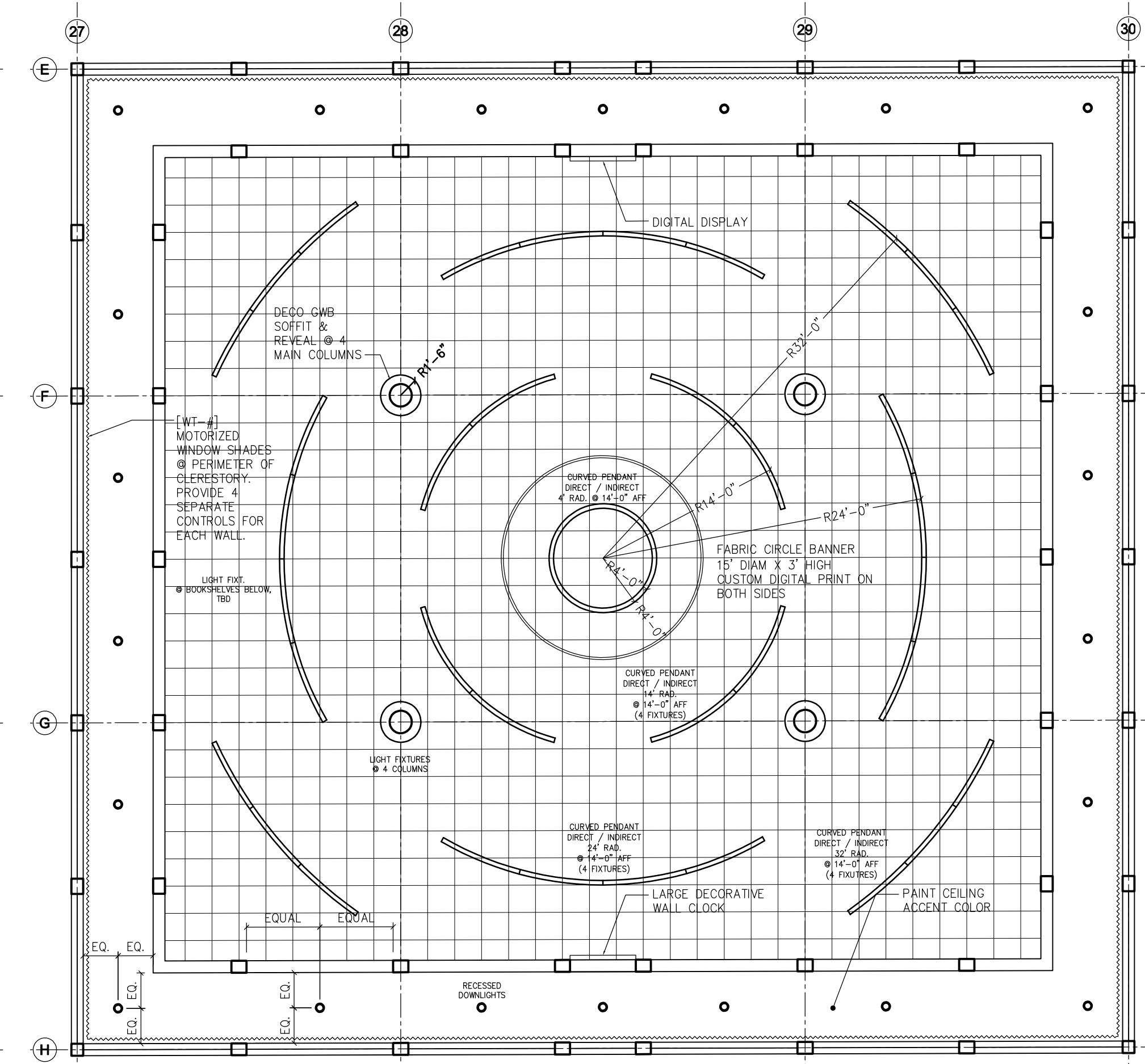
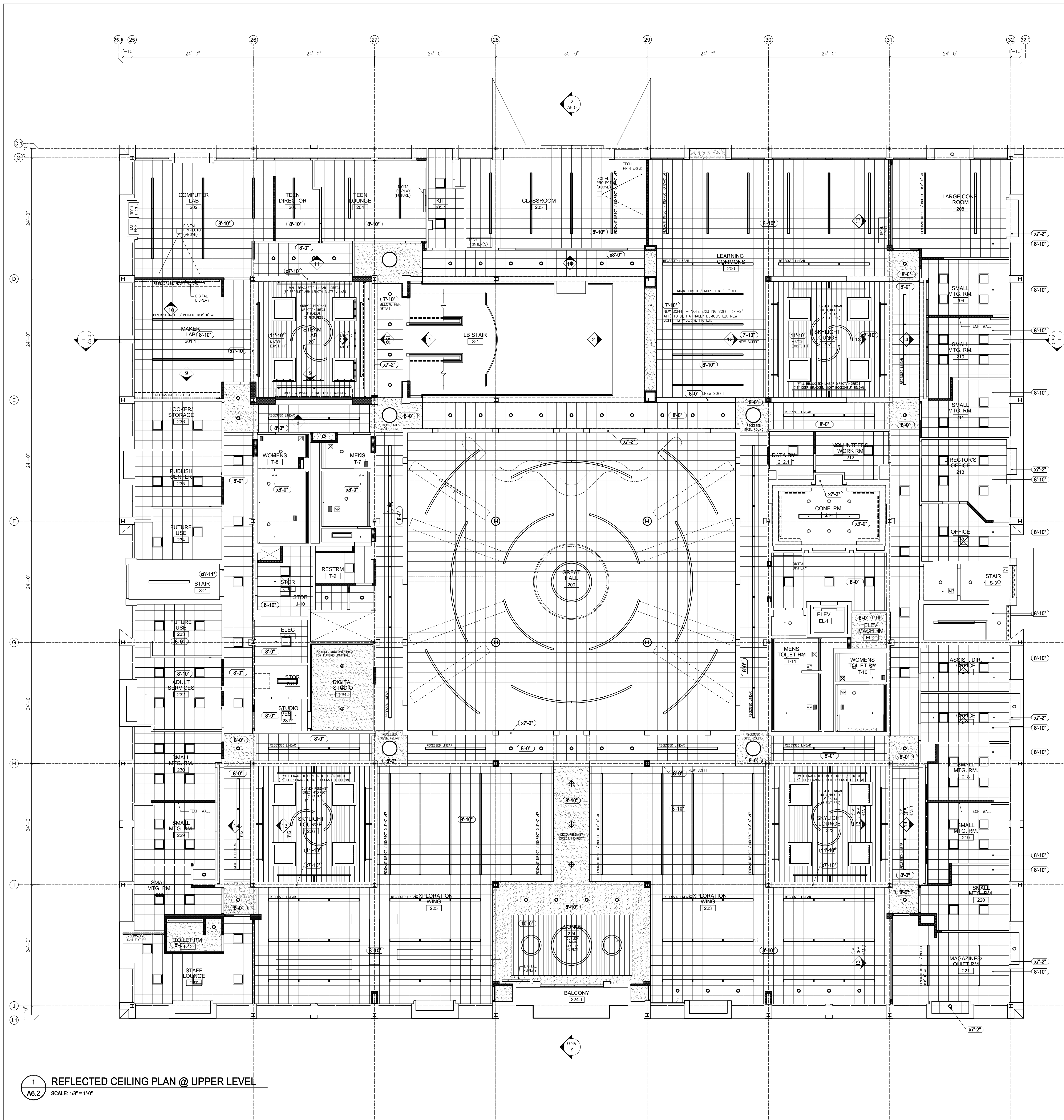
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**GROUND  
LEVEL  
REFLECTED  
CEILING  
PLAN**

SHEET #  
**A6.1**  
 SCALE AS NOTED  
 DATE 11-30-2018

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1 REFLECTED CEILING PLAN @ UPPER LEVEL  
A6.2 SCALE: 1/8" = 1'-0"

2 REFLECTED CEILING PLAN @ UPPER LEVEL GREAT HALL CLERESTORY  
A6.2 SCALE: 1/8" = 1'-0"

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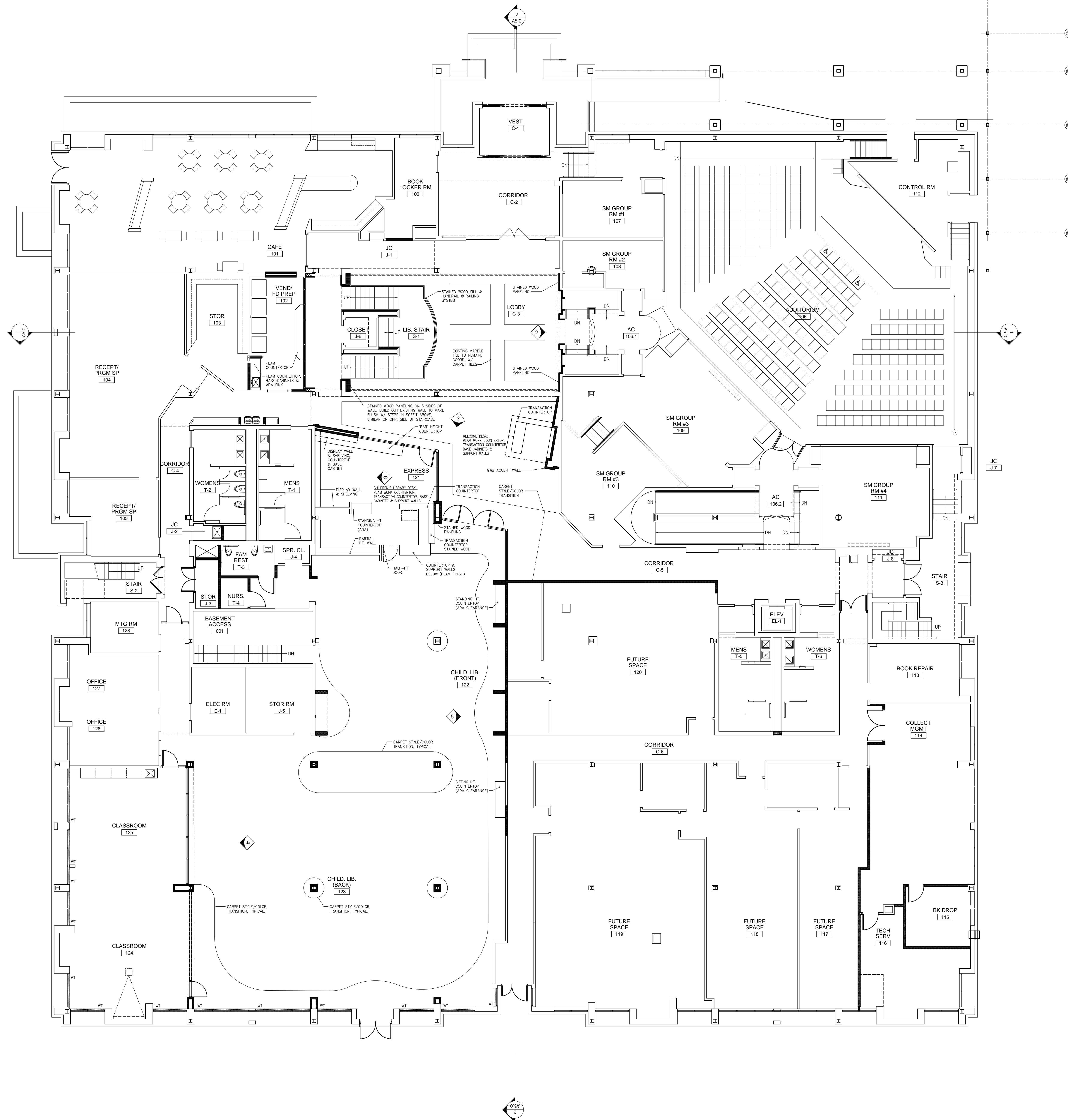
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REVIEWED BY XXX  
JOB # 2404  
SHEET TITLE  
UPPER LEVEL REFLECTED CEILING PLAN

SHEET #  
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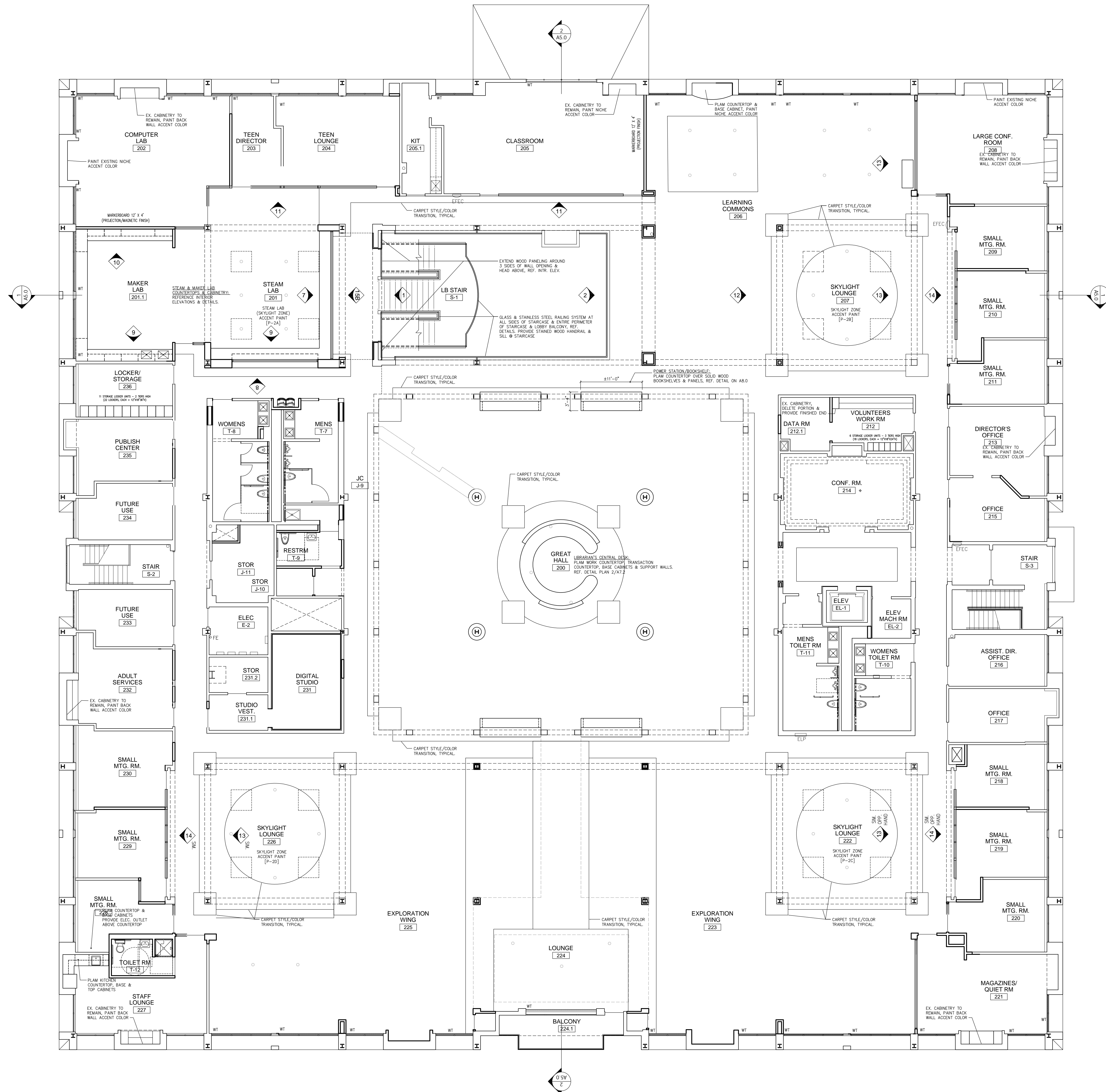
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GROUND  
 LEVEL  
 FINISH  
 PLAN

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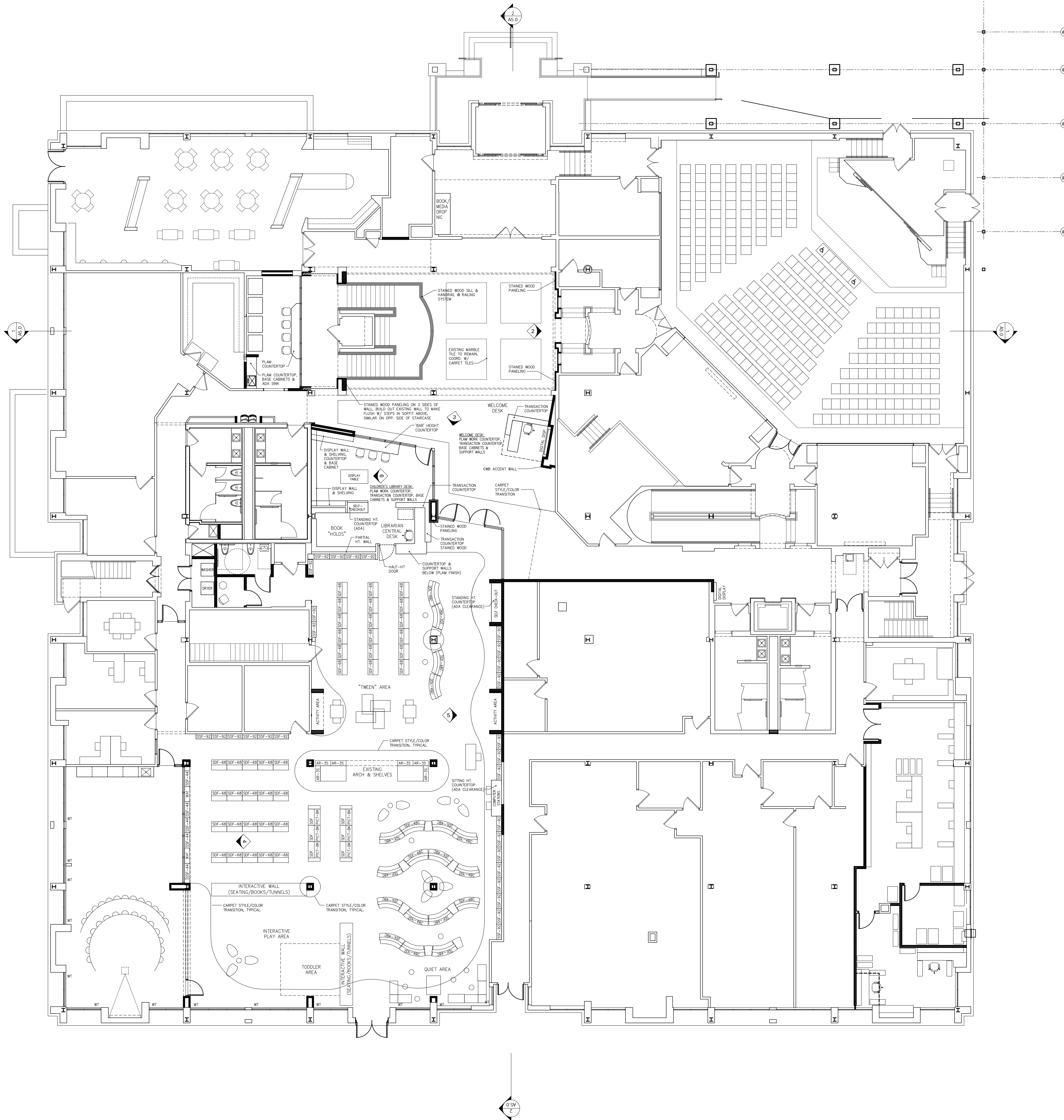
REVISIONS	DATE	DESCRIPTION

UPPER LEVEL  
FINISH  
PLAN

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**A7.2**

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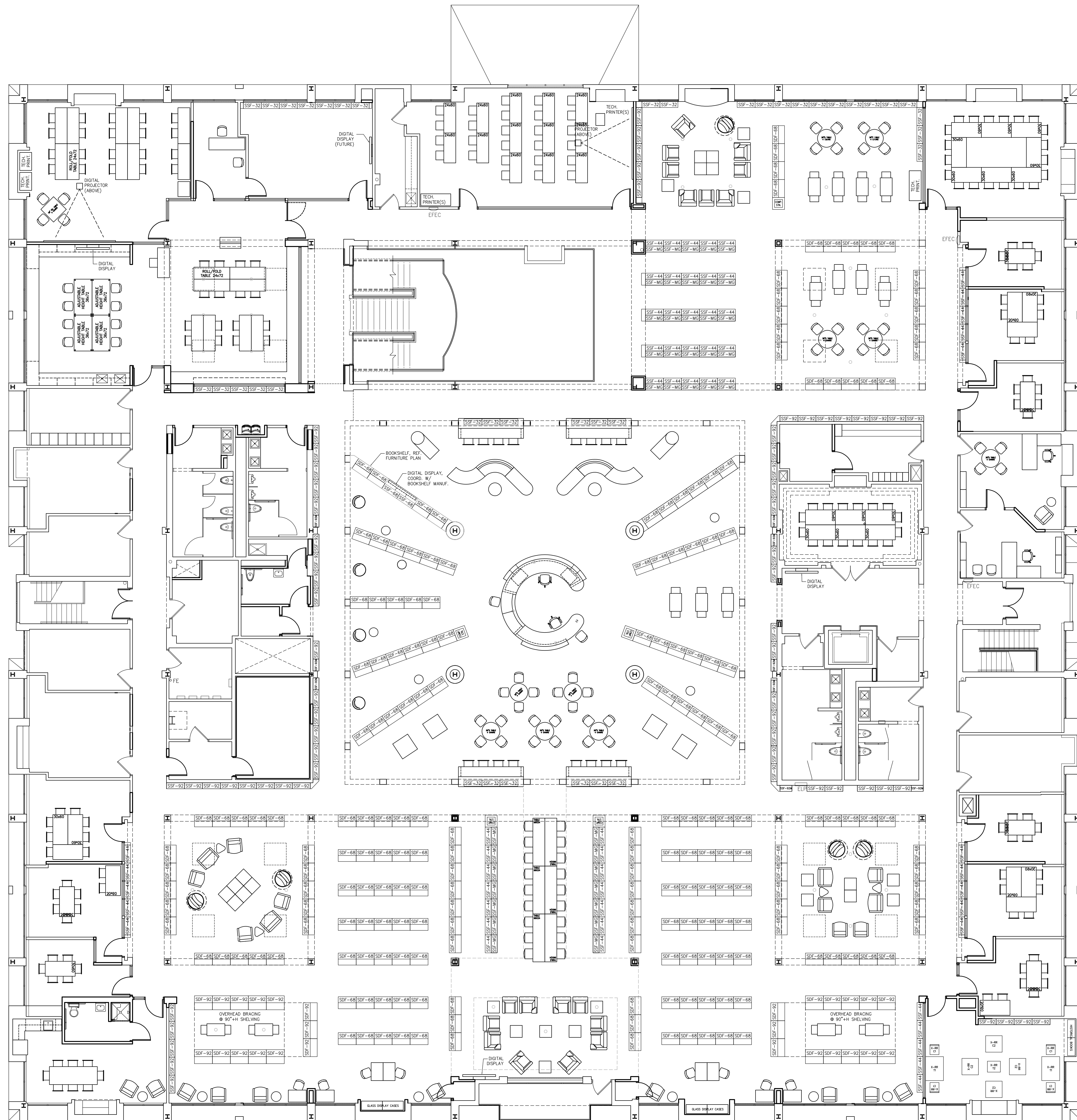


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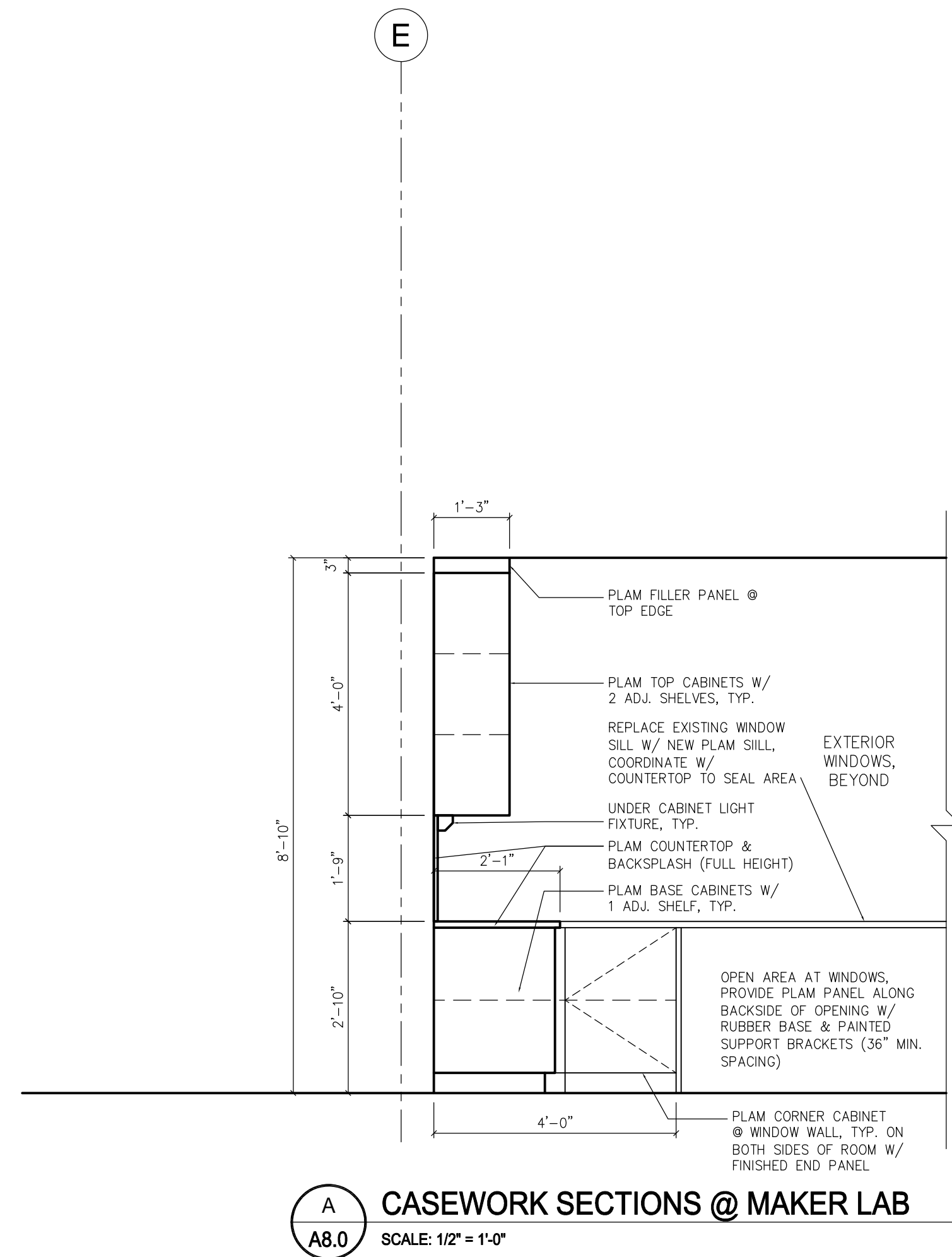
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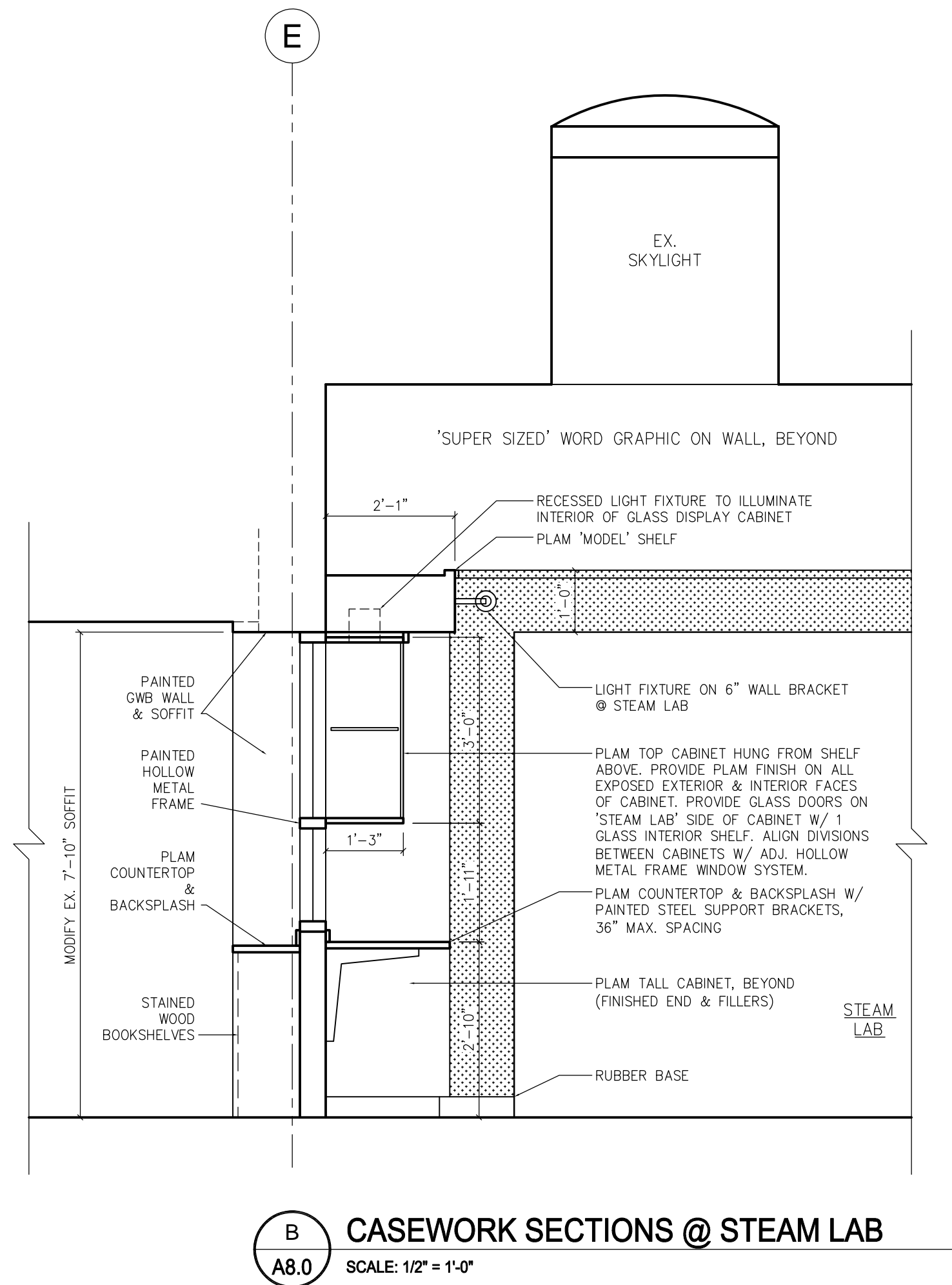
**UPPER  
 LEVEL  
 FURNITURE  
 PLAN**

**A7.4**

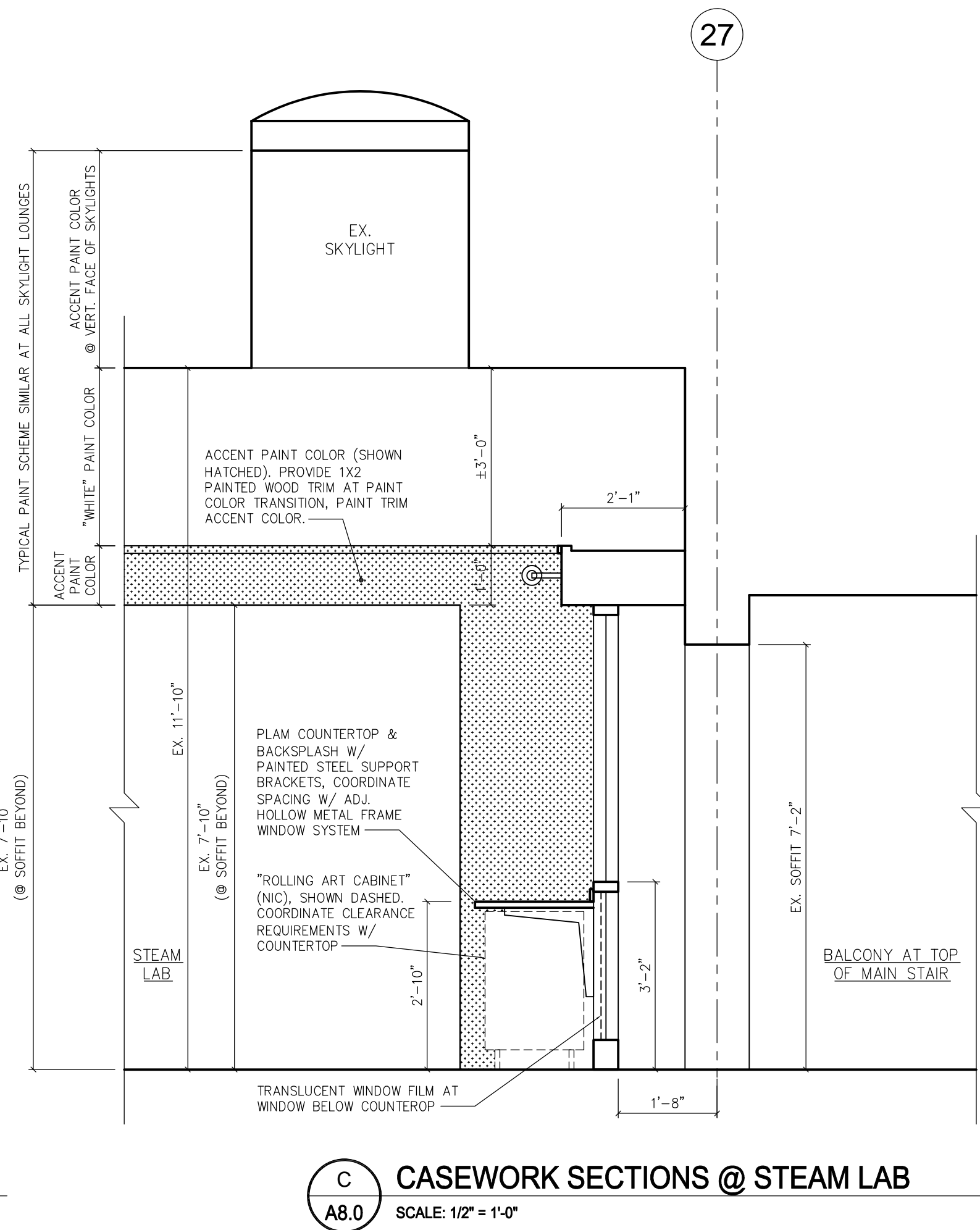
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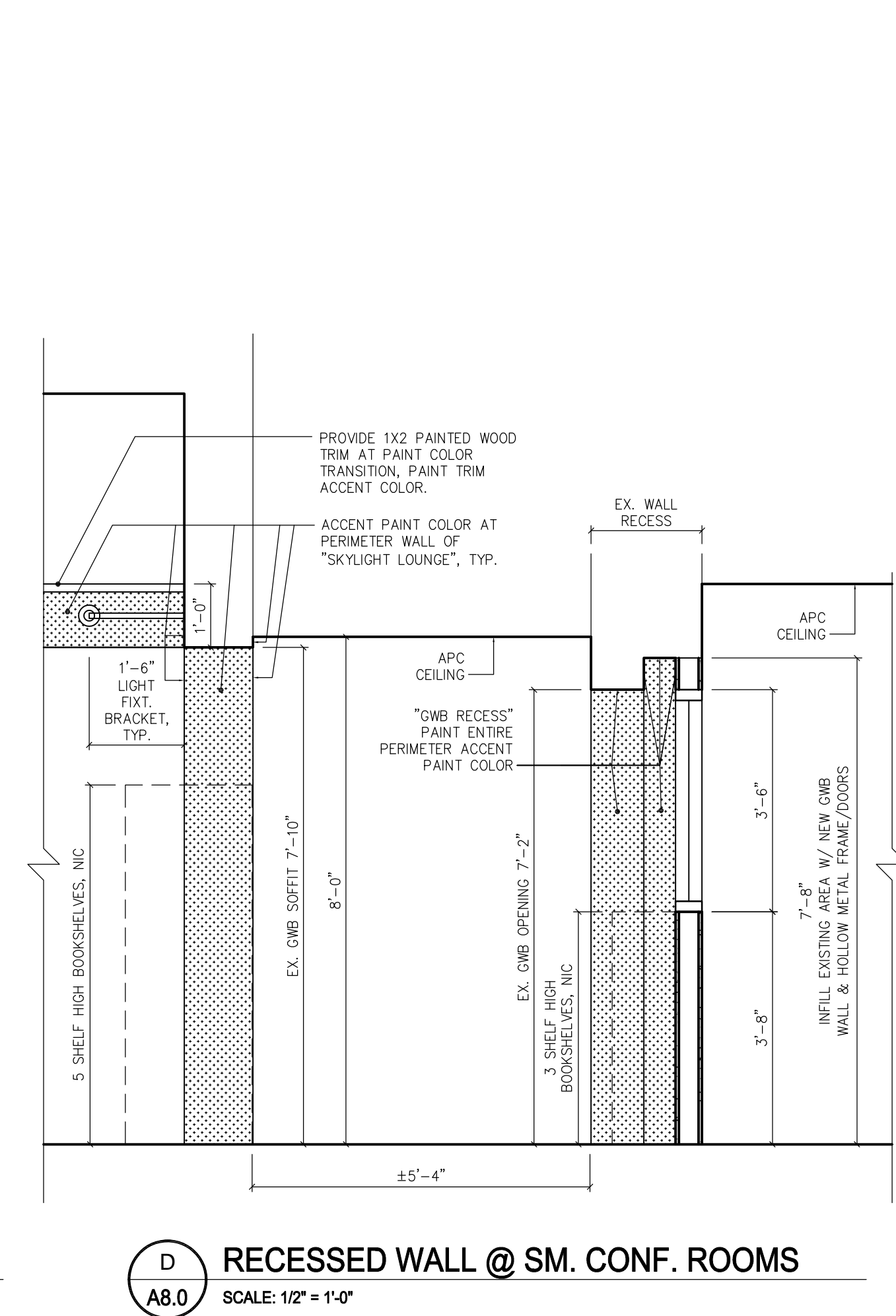
**A CASEWORK SECTIONS @ MAKER LAB**  
SCALE: 1/2" = 1'-0"



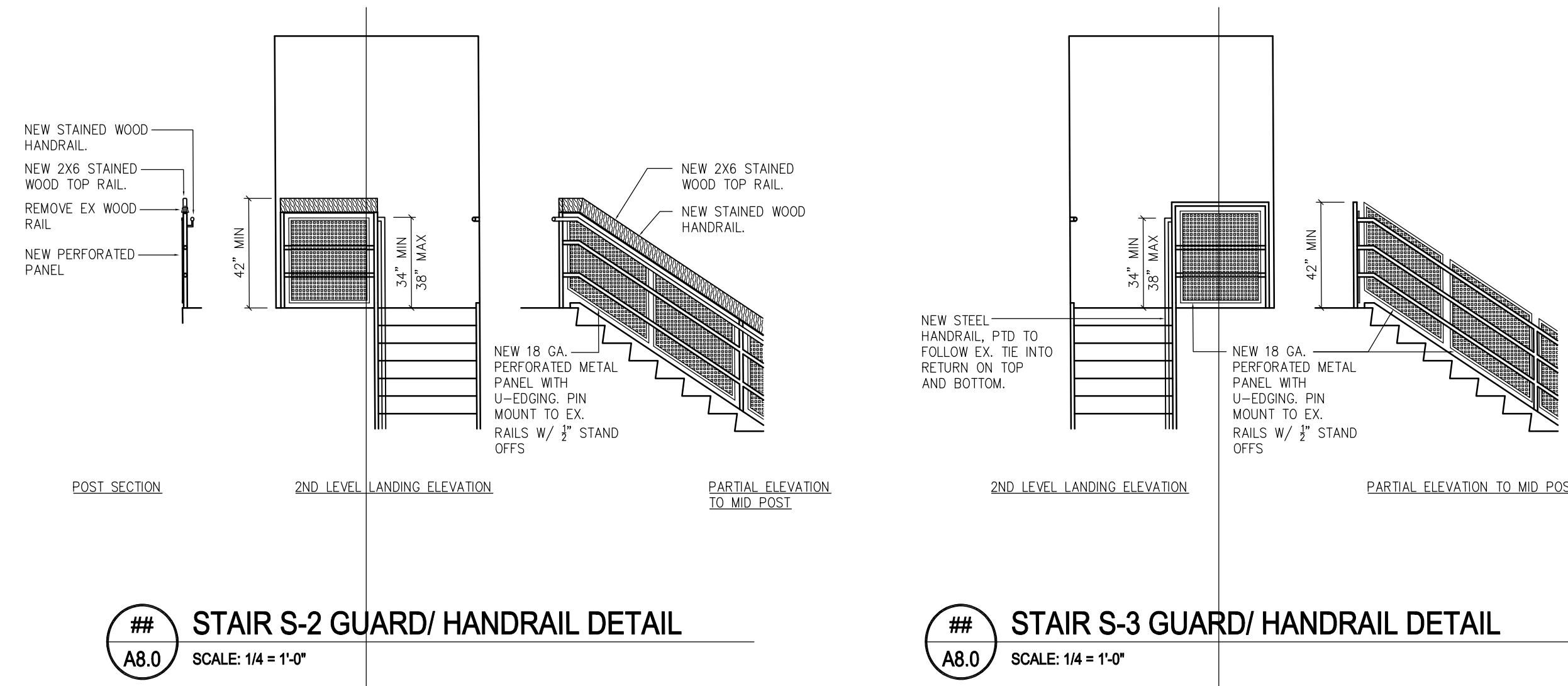
**B CASEWORK SECTIONS @ STEAM LAB**  
SCALE: 1/2" = 1'-0"



**C CASEWORK SECTIONS @ STEAM LAB**  
SCALE: 1/2" = 1'-0"

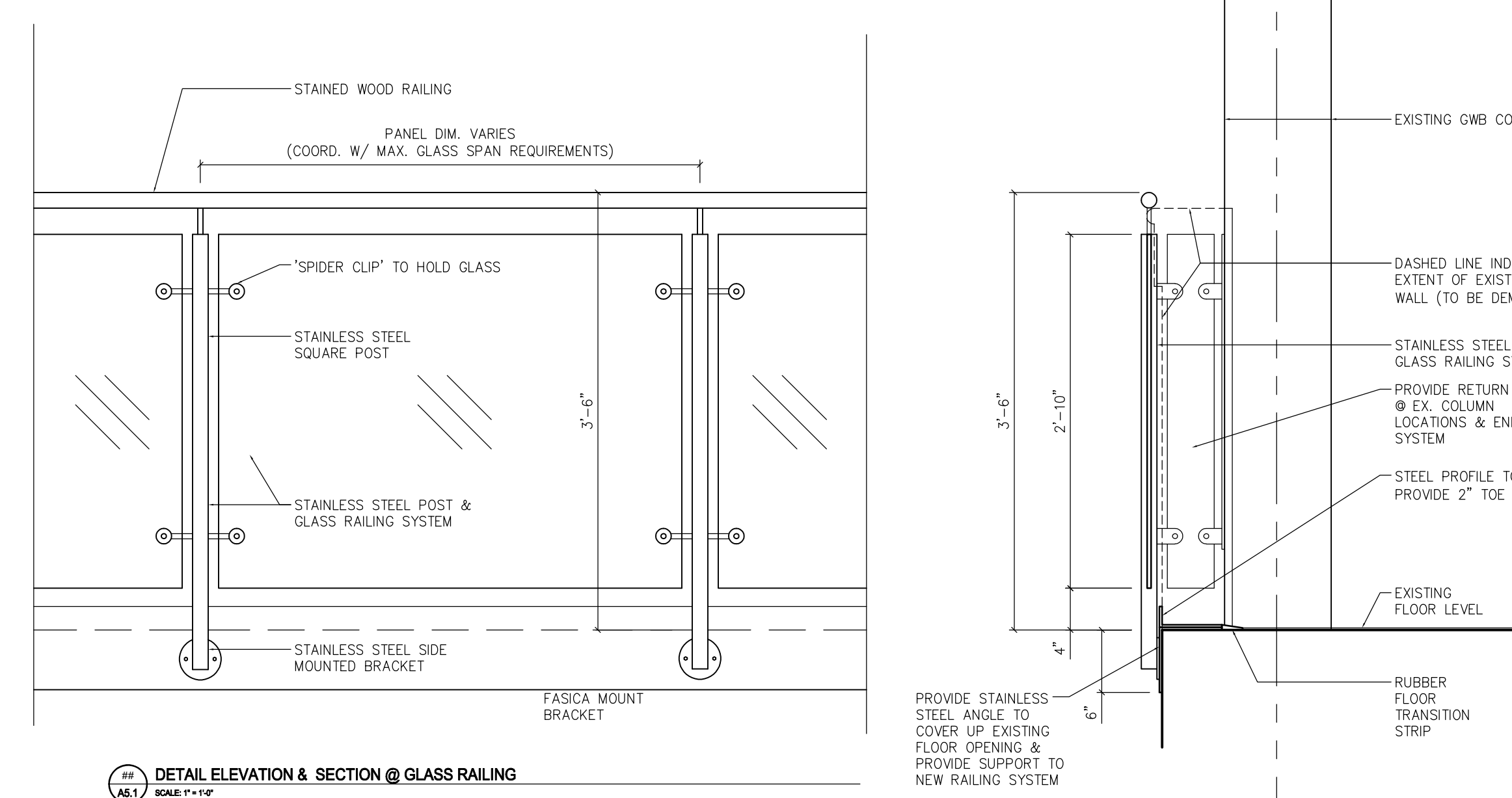


**D RECESSED WALL @ SM. CONF. ROOMS**  
SCALE: 1/2" = 1'-0"



**#A8.0 STAIR S-2 GUARD/ HANDRAIL DETAIL**  
SCALE: 1/4" = 1'-0"

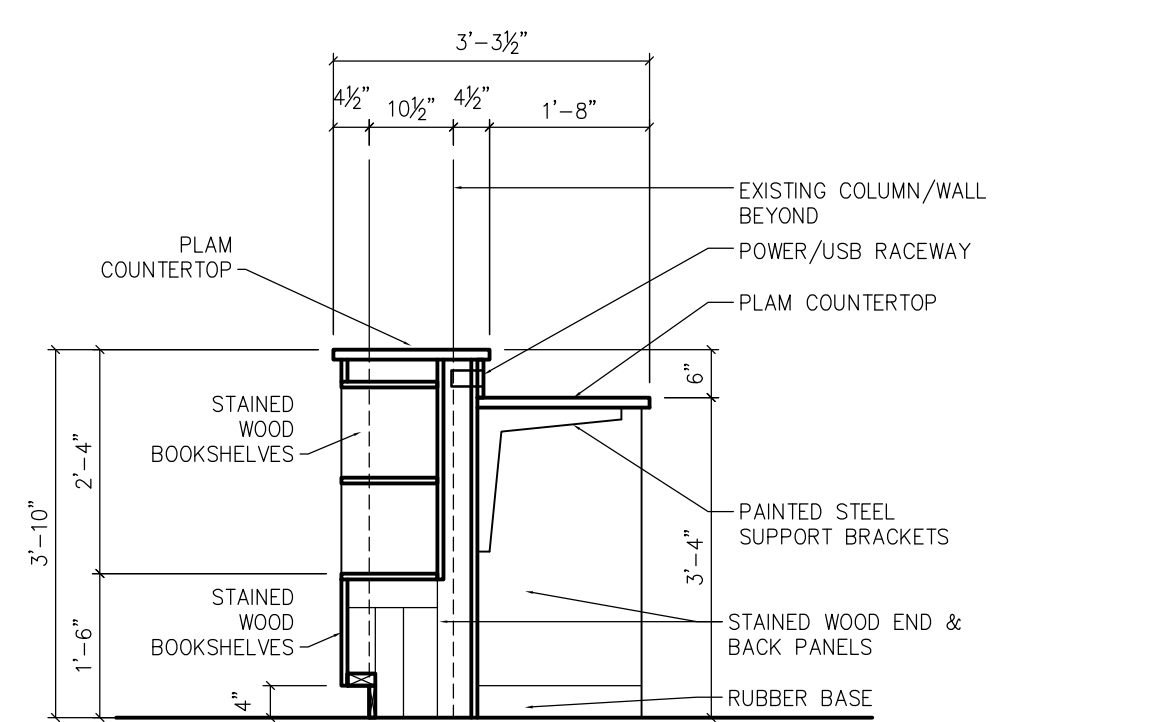
**#A8.1 STAIR S-3 GUARD/ HANDRAIL DETAIL**  
SCALE: 1/4" = 1'-0"



**#A8.2 DETAIL ELEVATION & SECTION @ GLASS RAILING**  
SCALE: 1/2" = 1'-0"

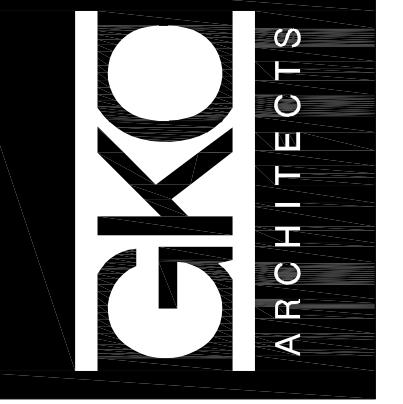
**#A8.3 DETAIL PLAN @ GLASS RAILING TO WALL**  
SCALE: 1/2" = 1'-0"

**#A8.4 DETAIL PLAN @ GLASS RAILING TO COL. GWB PIER**  
SCALE: 1/2" = 1'-0"



**E GREAT HALL - POWER STATION / BOOKSHELF**  
SCALE: 1/2" = 1'-0"

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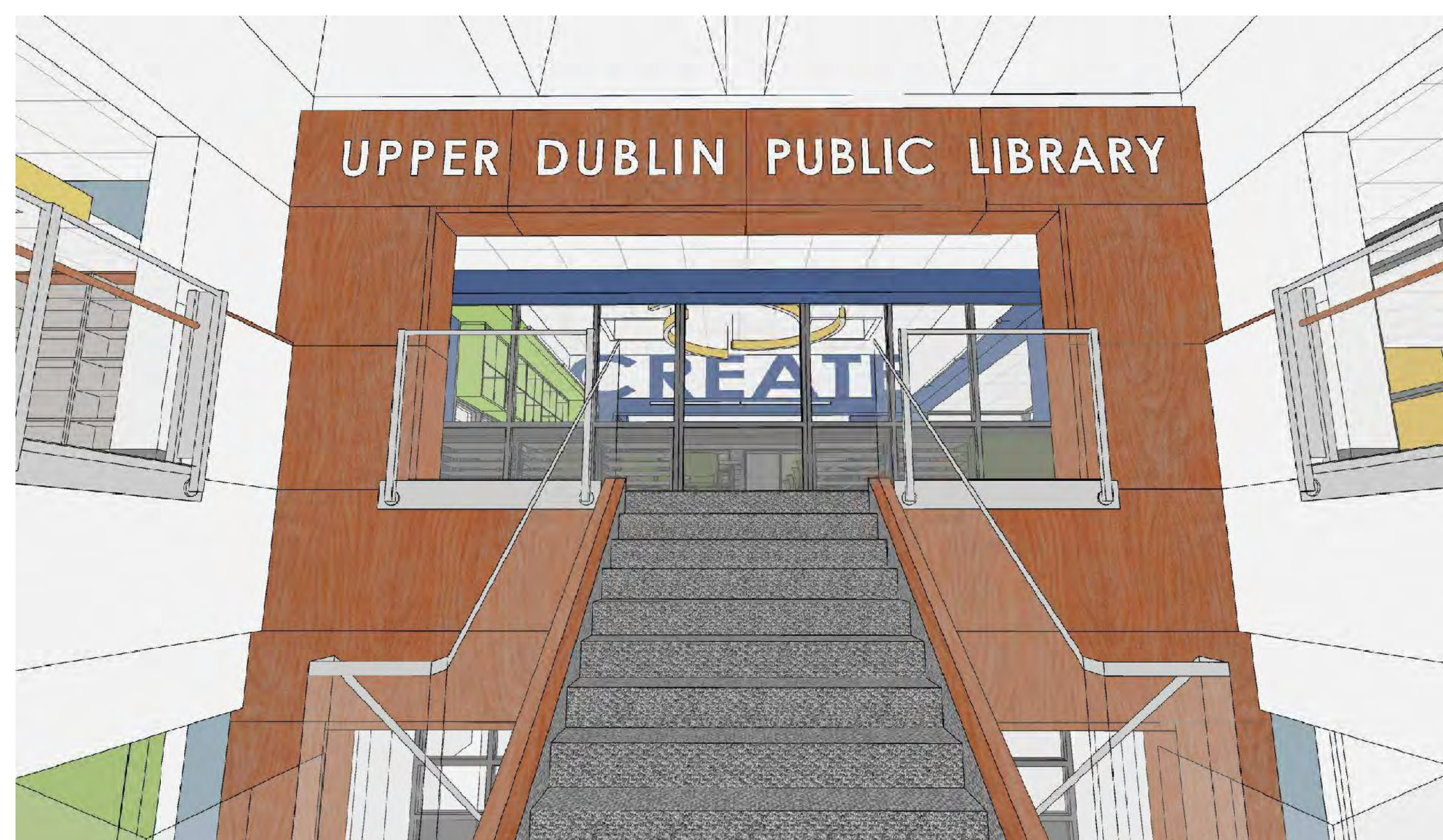
DETAILS

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VIEWS OF MAIN LOBBY



VIEWS OF CHILDREN'S LIBRARY

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VIEWS OF STEAM / MAKER LABS



VIEWS OF GREAT HALL

DATE

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SHEET #

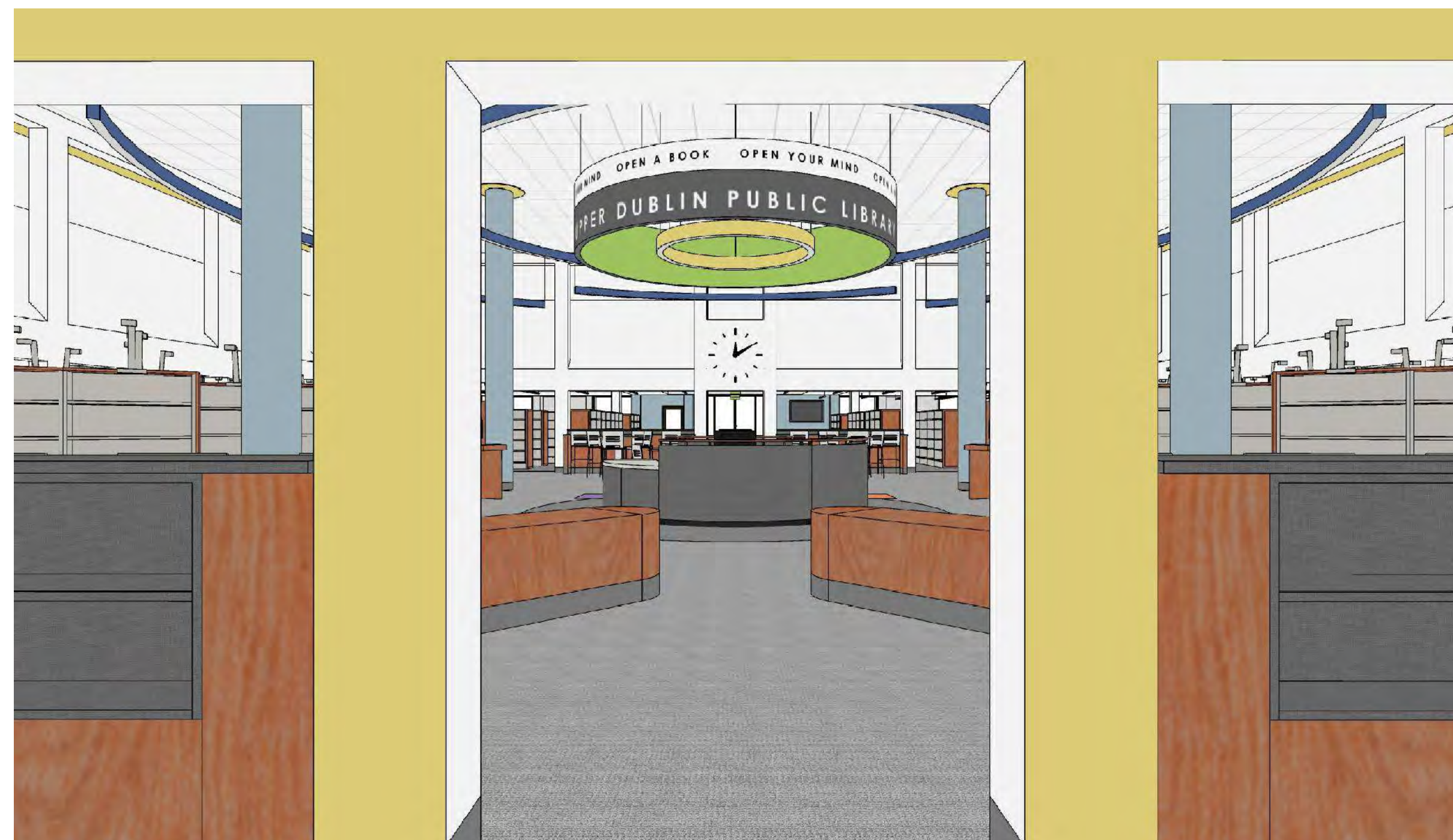
A9.2

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VIEWS OF GREAT HALL > SKYLIGHT LOUNGE



VIEWS OF LOBBY > GREAT HALL > READING TABLE

DATE

CONTRACT

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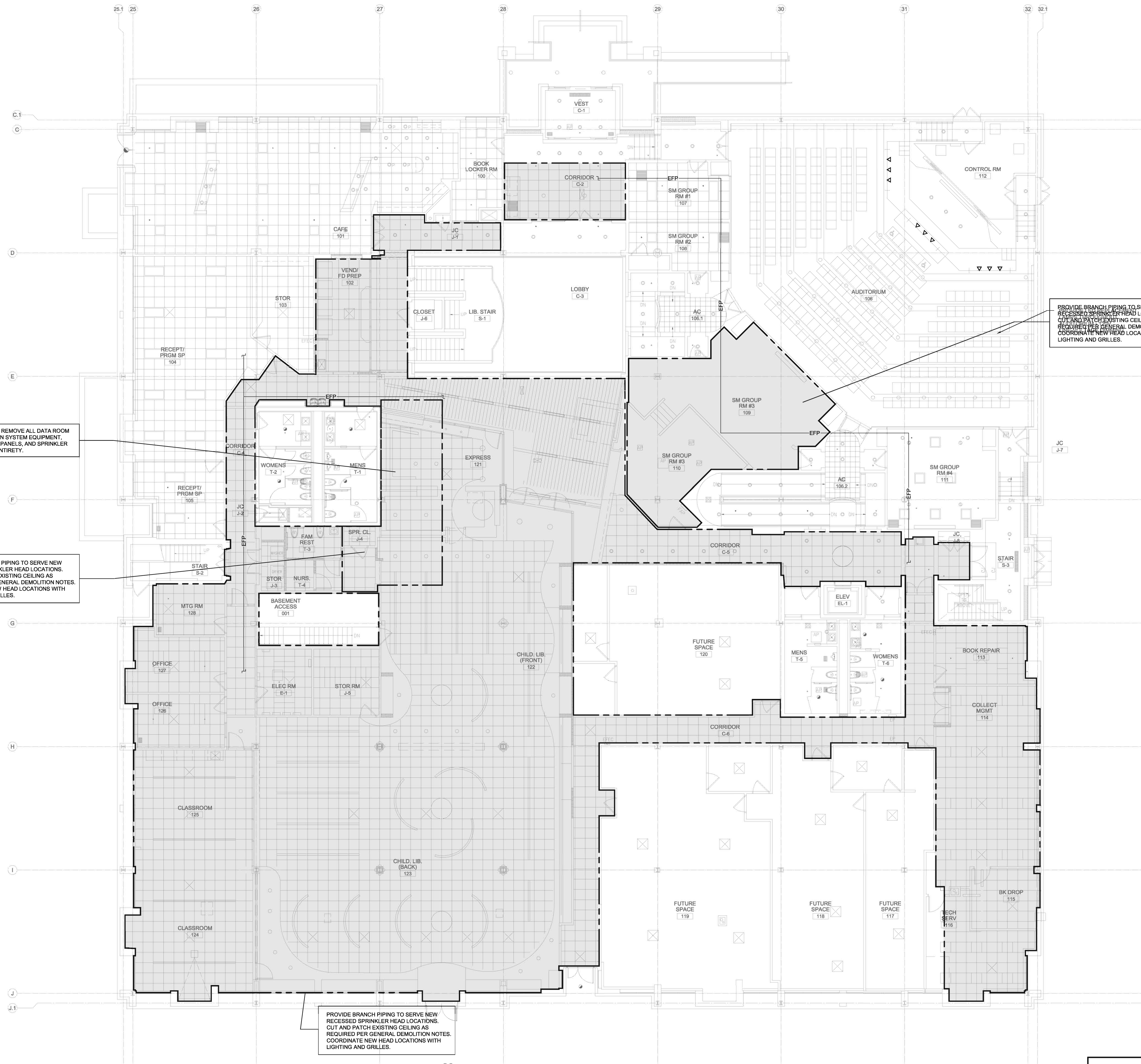
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DISCONNECT AND REMOVE ALL DATA ROOM FIRE SUPPRESSION SYSTEM EQUIPMENT, PIPING, CONTROL PANELS, AND SPRINKLER HEADS IN THEIR ENTIRETY.

PROVIDE BRANCH PIPING TO SERVE NEW RECESSED SPRINKLER HEAD LOCATIONS. CUT AND PATCH EXISTING CEILING AS REQUIRED PER GENERAL DEMOLITION NOTES. COORDINATE NEW HEAD LOCATIONS WITH LIGHTING AND GRILLES.

PROVIDE BRANCH PIPING TO SERVE NEW RECESSED SPRINKLER HEAD LOCATIONS. CUT AND PATCH EXISTING CEILING AS REQUIRED PER GENERAL DEMOLITION NOTES. COORDINATE NEW HEAD LOCATIONS WITH LIGHTING AND GRILLES.

PROVIDE BRANCH PIPING TO SERVE NEW RECESSED SPRINKLER HEAD LOCATIONS. CUT AND PATCH EXISTING CEILING AS REQUIRED PER GENERAL DEMOLITION NOTES. COORDINATE NEW HEAD LOCATIONS WITH LIGHTING AND GRILLES.

**GROUND LEVEL FLOOR PLAN**  
 Scale: 1/8" = 1'-0"

DESIGN DEVELOPMENT  
 NOT FINAL  
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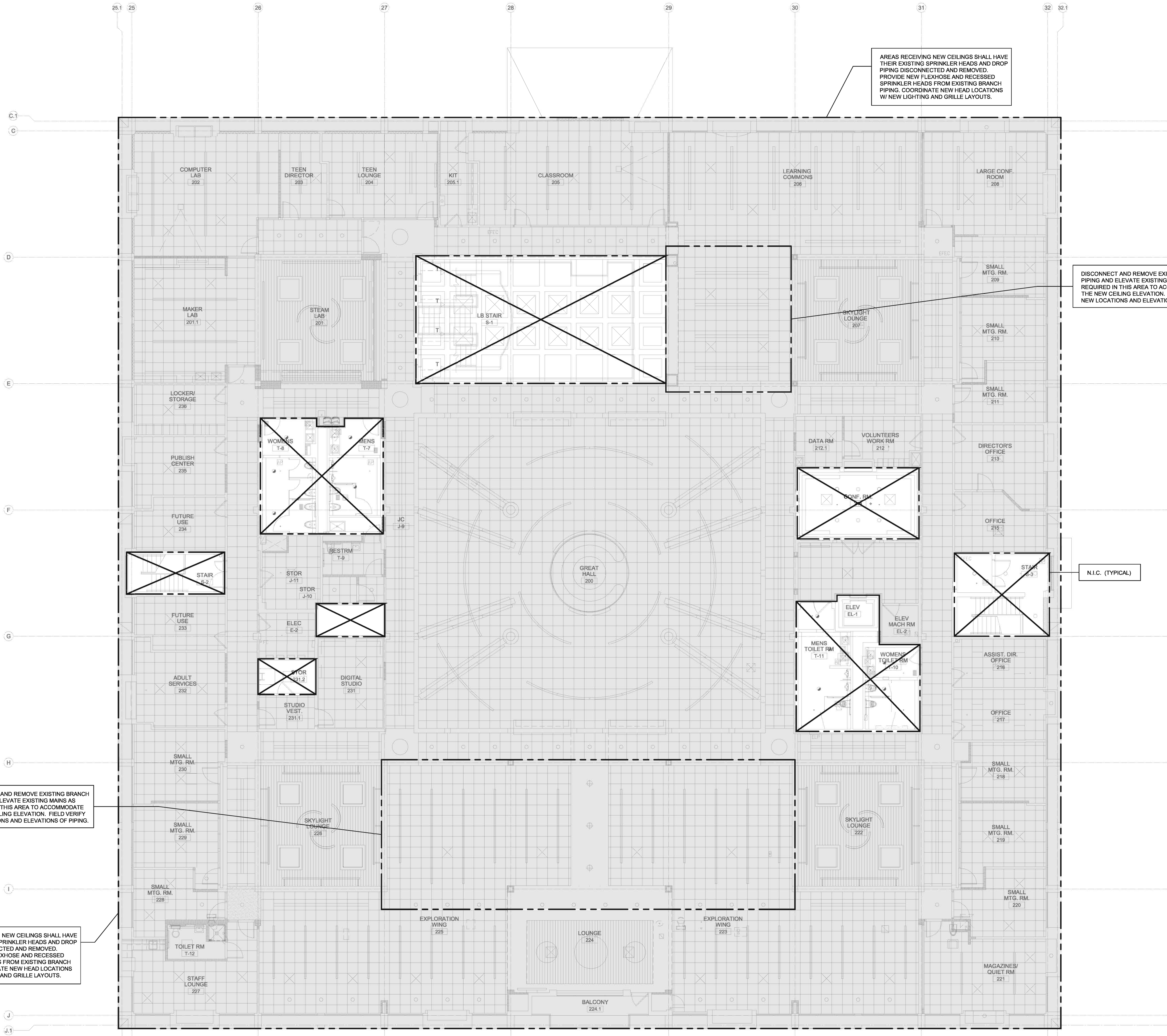
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SHEET TITLE	

**GROUND LEVEL FLOOR PLAN**

SHEET #

**F2.1**

SCALE	AS NOTED
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AREAS RECEIVING NEW CEILINGS SHALL HAVE THEIR EXISTING SPRINKLER HEADS AND DROP PIPING DISCONNECTED AND REMOVED. PROVIDE NEW FLEXHOSE AND RECESSED SPRINKLER HEADS FROM EXISTING BRANCH PIPING. COORDINATE NEW HEAD LOCATIONS W/ NEW LIGHTING AND GRILLE LAYOUTS.

DISCONNECT AND REMOVE EXISTING BRANCH PIPING AND ELEVATE EXISTING MAINS AS REQUIRED IN THIS AREA TO ACCOMMODATE THE NEW CEILING ELEVATION. FIELD VERIFY NEW LOCATIONS AND ELEVATIONS OF PIPING.

DISCONNECT AND REMOVE EXISTING BRANCH PIPING AND ELEVATE EXISTING MAINS AS REQUIRED IN THIS AREA TO ACCOMMODATE THE NEW CEILING ELEVATION. FIELD VERIFY NEW LOCATIONS AND ELEVATIONS OF PIPING.

AREAS RECEIVING NEW CEILINGS SHALL HAVE THEIR EXISTING SPRINKLER HEADS AND DROP PIPING DISCONNECTED AND REMOVED. PROVIDE NEW FLEXHOSE AND RECESSED SPRINKLER HEADS FROM EXISTING BRANCH PIPING. COORDINATE NEW HEAD LOCATIONS W/ NEW LIGHTING AND GRILLE LAYOUTS.

N.I.C. (TYPICAL)

**UPPER LEVEL FLOOR PLAN**  
 Scale: 1/8" = 1'-0"

DESIGN DEVELOPMENT  
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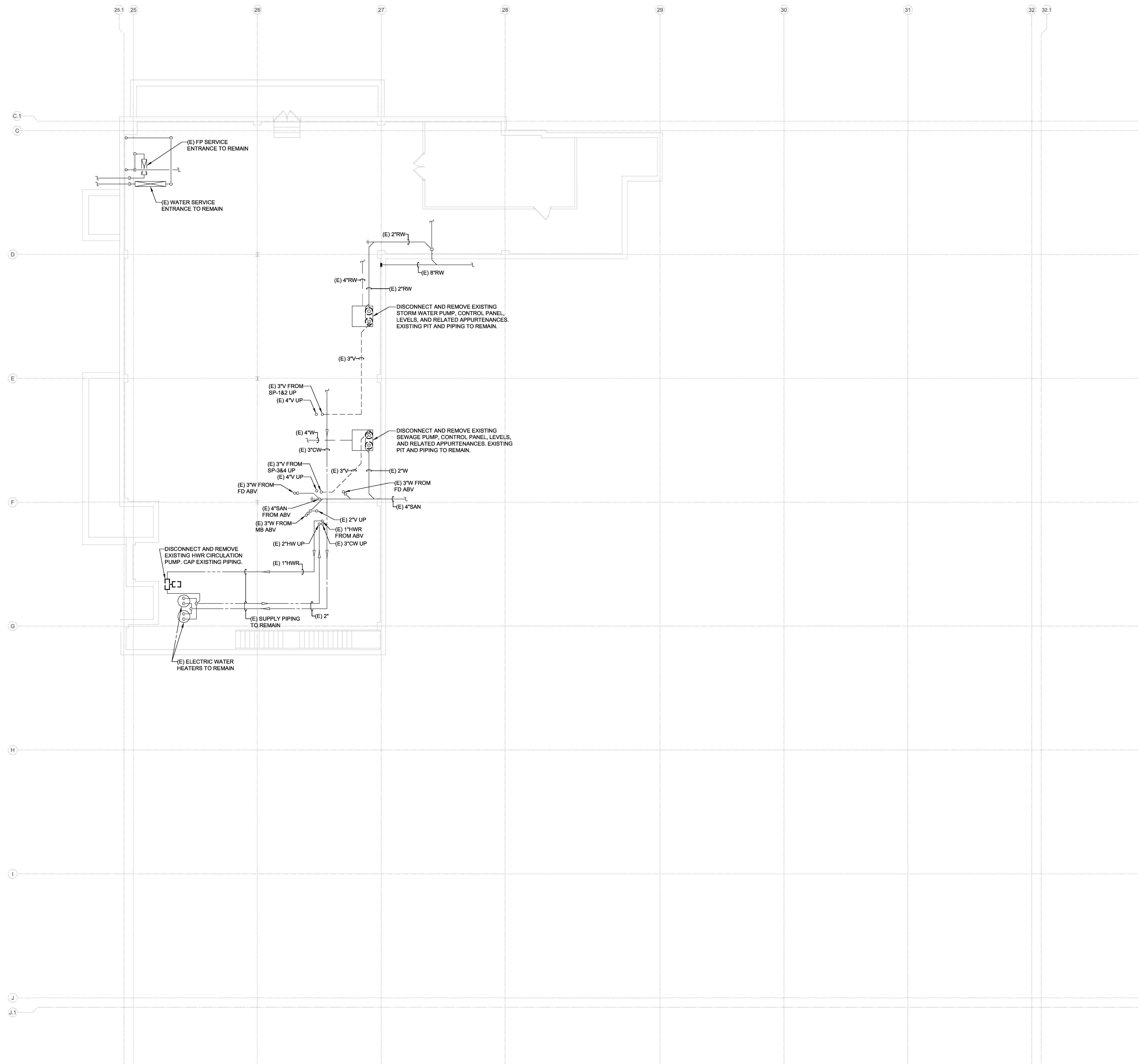
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UPPER LEVEL FLOOR PLAN

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SHEET #	F2.2
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**BASEMENT LEVEL FLOOR PLAN - DEMOLITION**  
 Scale: 1/8" = 1'-0"

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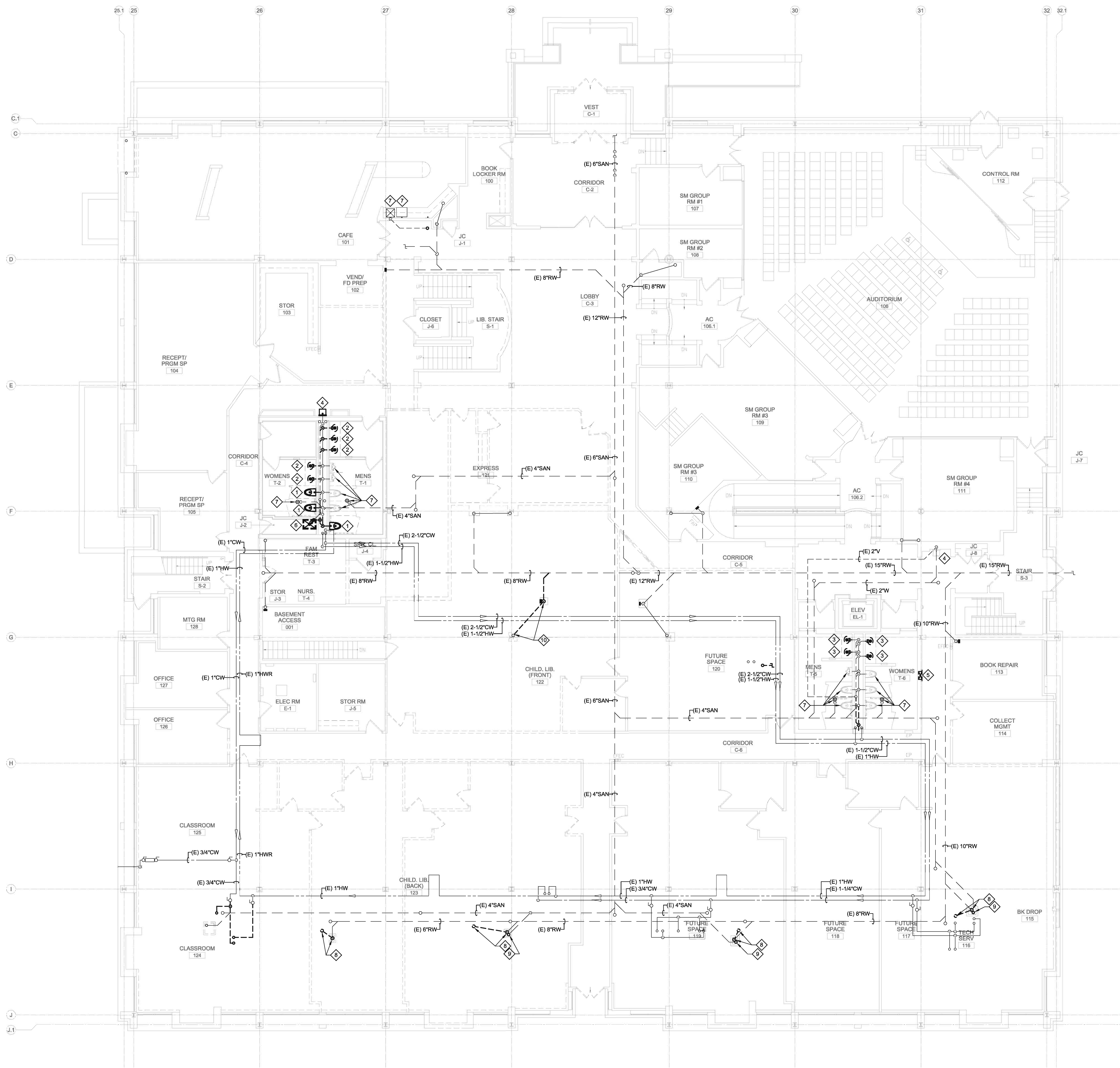
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**BASEMENT  
 LEVEL  
 FLOOR PLAN  
 DEMOLITION**

SHEET #

P1.0

SCALE: AS NOTED  
 DATE: 2018-DEC-03



**DEMOLITION KEYNOTES**

- 1 DISCONNECT AND REMOVE EXISTING WALL-HUNG WATER CLOSET, CARRIER AND FLUSH VALVE IN THEIR ENTIRETY. DISCONNECT AND REMOVE OBSOLETE SANITARY, VENT AND SUPPLY PIPING IN THEIR ENTIRETY AND CAP AT ACTIVE MAINS.
- 2 DISCONNECT AND REMOVE EXISTING LAVATORY, FAUCET AND ALL RELATED TRIM IN ITS ENTIRETY. DISCONNECT AND REMOVE OBSOLETE WASTE, VENT AND SUPPLY PIPING IN THEIR ENTIRETY AND CAP AT ACTIVE MAINS.
- 3 DISCONNECT AND REMOVE EXISTING LAVATORY, FAUCET AND ALL RELATED TRIM IN ITS ENTIRETY. CAP WASTE AND SUPPLY PIPING IN WALL FOR RECONNECTION.
- 4 DISCONNECT AND REMOVE EXISTING ELECTRIC WATER COOLER IN ITS ENTIRETY. CAP WASTE AND SUPPLY PIPING IN WALL FOR RECONNECTION.
- 5 DISCONNECT AND REMOVE EXISTING ELECTRIC WATER COOLER IN ITS ENTIRETY. DISCONNECT AND REMOVE OBSOLETE WASTE AND SUPPLY PIPING IN WALL AND CAP AT ACTIVE MAINS.
- 6 DISCONNECT AND REMOVE EXISTING MOP BASIN, FAUCET AND ALL RELATED TRIM IN ITS ENTIRETY. DISCONNECT AND REMOVE WASTE AND SUPPLY PIPING IN THEIR ENTIRETY AND CAP AT ACTIVE MAINS.
- 7 EXISTING PLUMBING FIXTURE TO REMAIN.
- 8 DISCONNECT AND REMOVE EXISTING STORM DRAINAGE STACK AND DROP BELOW FLOOR. CAP PIPING IN FLOOR.
- 9 DISCONNECT AND REMOVE EXISTING SANITARY/VENT STACK IN ITS ENTIRETY AND CAP BELOW FLOOR.
- 10 DISCONNECT AND REMOVE EXISTING RAIN WATER CONDUCTOR AND DROP BELOW FLOOR. CAP PIPING IN FLOOR.

**GROUND LEVEL FLOOR PLAN - DEMOLITION**  
 Scale: 1/8" = 1'-0"

DESIGN DEVELOPMENT  
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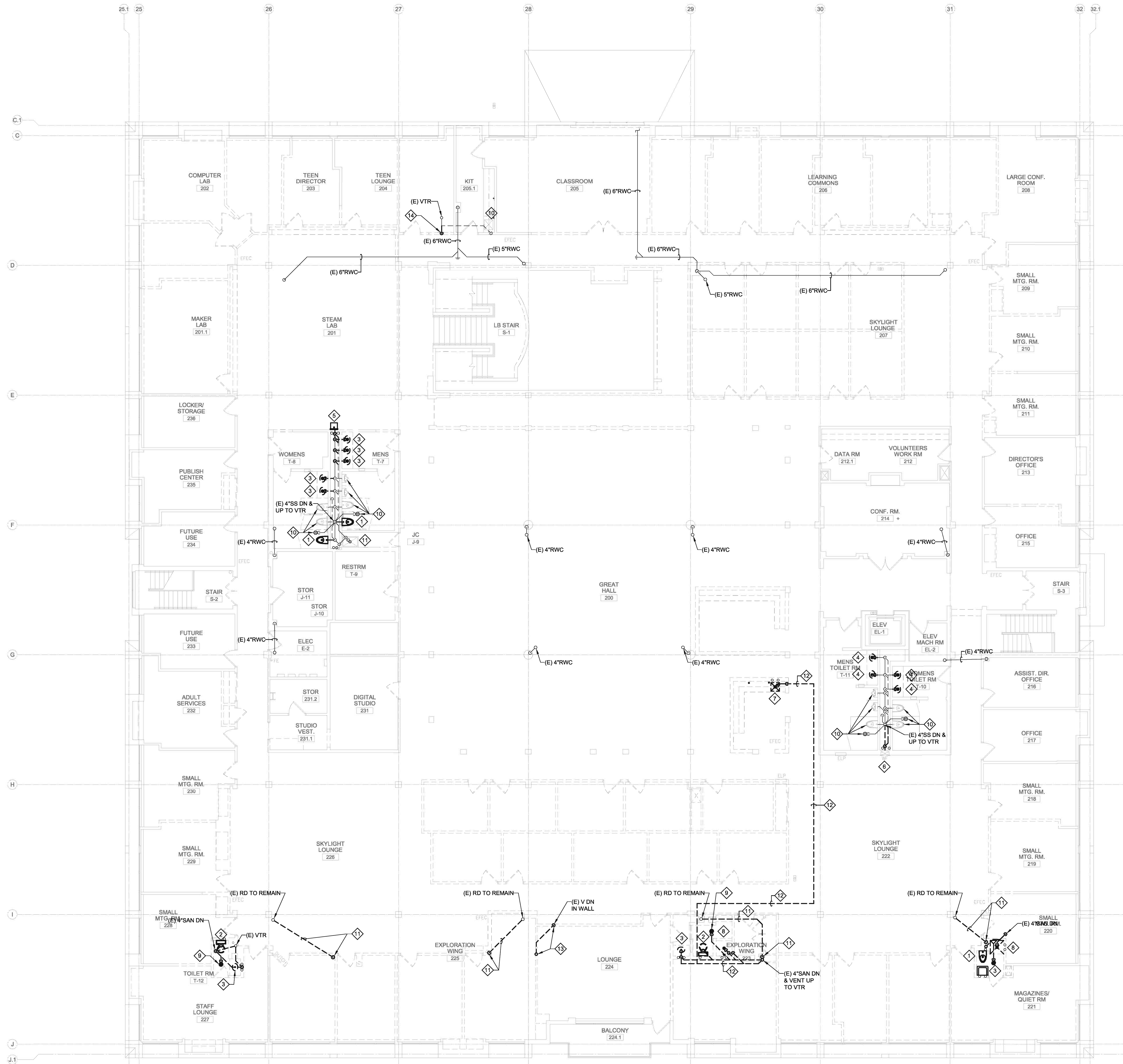
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**GROUND LEVEL FLOOR PLAN DEMOLITION**

SHEET #	P1.1
SCALE	AS NOTED
DATE	2018-DEC-03



**UPPER LEVEL FLOOR PLAN - DEMOLITION**


 Scale: 1/8" = 1'-0"

**DEMOLITION KEYNOTES**

- 1. DISCONNECT AND REMOVE EXISTING WALL-HUNG WATER CLOSET, CARRIER AND FLUSH VALVE IN THEIR ENTIRETY. DISCONNECT AND REMOVE OBSOLETE SANITARY, VENT AND SUPPLY PIPING IN THEIR ENTIRETY AND CAP AT ACTIVE MAINS.
- 2. DISCONNECT AND REMOVE EXISTING FLOOR-MOUNTED WATER CLOSET IN ITS ENTIRETY. CAP AND ABANDON EXISTING SANITARY PIPE BELOW FLOOR. DISCONNECT AND REMOVE EXISTING SUPPLY PIPING AND CAP AT ACTIVE MAIN.
- 3. DISCONNECT AND REMOVE EXISTING LAVATORY, FAUCET AND ALL RELATED TRIM IN ITS ENTIRETY. DISCONNECT AND REMOVE OBSOLETE WASTE, VENT AND SUPPLY PIPING IN THEIR ENTIRETY AND CAP AT ACTIVE MAINS.
- 4. DISCONNECT AND REMOVE EXISTING LAVATORY, FAUCET AND ALL RELATED TRIM IN ITS ENTIRETY. CAP WASTE AND SUPPLY PIPING IN WALL FOR RECONNECTION.
- 5. DISCONNECT AND REMOVE EXISTING ELECTRIC WATER COOLER IN ITS ENTIRETY. CAP WASTE AND SUPPLY PIPING IN WALL FOR RECONNECTION.
- 6. DISCONNECT AND REMOVE EXISTING ELECTRIC WATER COOLER IN ITS ENTIRETY. DISCONNECT AND REMOVE OBSOLETE WASTE AND SUPPLY PIPING IN WALL AND CAP AT ACTIVE MAINS.
- 7. DISCONNECT AND REMOVE EXISTING SINK, FAUCET AND ALL RELATED TRIM IN THEIR ENTIRETY. DISCONNECT AND REMOVE OBSOLETE WASTE, VENT AND SUPPLY PIPING IN THEIR ENTIRETY AND CAP AT ACTIVE MAINS.
- 8. DISCONNECT AND REMOVE EXISTING SHOWER HEAD, DRAIN, VALVE AND ALL RELATED TRIM IN ITS ENTIRETY. DISCONNECT AND REMOVE OBSOLETE WASTE PIPING IN CEILING SPACE BELOW. DISCONNECT AND REMOVE OBSOLETE SUPPLY PIPING AND CAP AT ACTIVE MAINS.
- 9. DISCONNECT AND REMOVE EXISTING FLOOR DRAIN IN ITS ENTIRETY. DISCONNECT AND REMOVE EXISTING WASTE PIPING IN CEILING SPACE BELOW AND CAP AT ACTIVE MAIN.
- 10. EXISTING PLUMBING FIXTURE TO REMAIN.
- 11. DISCONNECT AND REMOVE EXISTING RAINWATER CONDUCTOR AND DROP BELOW FLOOR. EXISTING ROOF DRAIN AND CONDUCTOR FROM DRAIN OUTLET TO REMAIN. DEMOLITION SHALL INCLUDE THE FIRST ELEV.
- 12. DISCONNECT AND REMOVE EXISTING VENT PIPING IN CEILING SPACE IN ITS ENTIRETY.
- 13. DISCONNECT AND REMOVE EXISTING VENT STACK AND VENT THRU ROOF IN ITS ENTIRETY. PATCH EXISTING ROOF PENETRATION PER GENERAL DEMOLITION NOTES.
- 14. DISCONNECT AND REMOVE EXISTING VENT PIPING FROM BELOW AND CAP AT MAIN IN CEILING SPACE.



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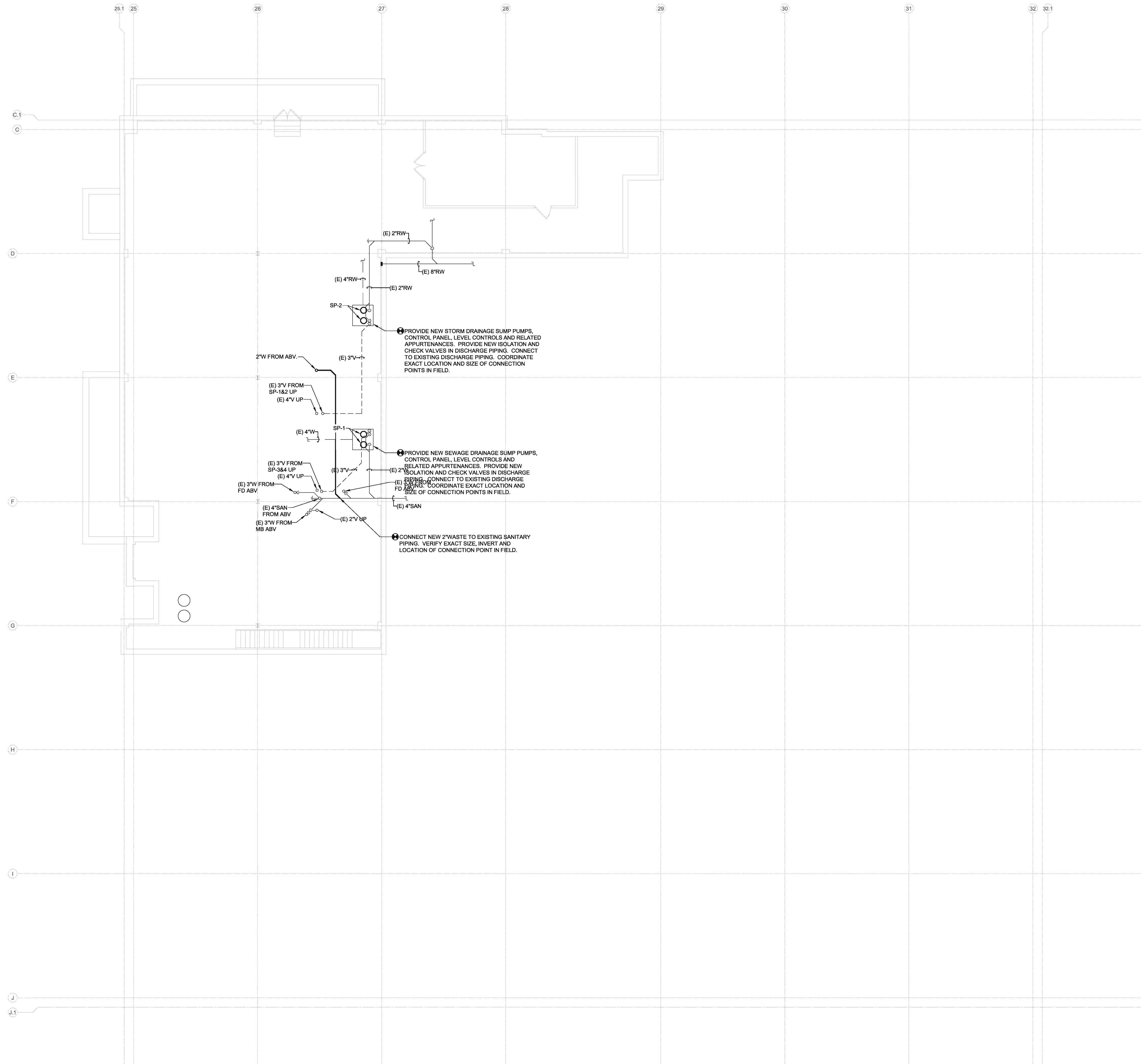
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NO.	REVISIONS

DRAWN BY: JH  
 REVIEWED BY: NRZ  
 JOB #: LVE-17082  
 SHEET TITLE: UPPER LEVEL FLOOR PLAN DEMOLITION

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SHEET #	P1.2
SCALE	AS NOTED
DATE	2018-DEC-03



PROVIDE NEW STORM DRAINAGE SUMP PUMPS, CONTROL PANEL, LEVEL CONTROLS AND RELATED APPURTENANCES. PROVIDE NEW ISOLATION AND CHECK VALVES IN DISCHARGE PIPING. CONNECT TO EXISTING DISCHARGE PIPING. COORDINATE EXACT LOCATION AND SIZE OF CONNECTION POINTS IN FIELD.

PROVIDE NEW SEWAGE DRAINAGE SUMP PUMPS, CONTROL PANEL, LEVEL CONTROLS AND RELATED APPURTENANCES. PROVIDE NEW ISOLATION AND CHECK VALVES IN DISCHARGE PIPING. CONNECT TO EXISTING DISCHARGE PIPING. COORDINATE EXACT LOCATION AND SIZE OF CONNECTION POINTS IN FIELD.

CONNECT NEW 2" WASTE TO EXISTING SANITARY PIPING. VERIFY EXACT SIZE, INVERT AND LOCATION OF CONNECTION POINT IN FIELD.



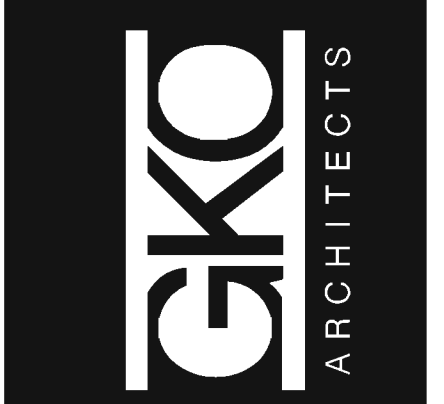
**BASEMENT LEVEL FLOOR PLAN - DRAINAGE**

Scale: 1/8" = 1'-0"

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 300 Brookside Avenue  
 Building 18 - Suite 150  
 Ambler, PA 19002  
 T: 215.646.2003 F: 215.646.5707 W: gkarchitects.com

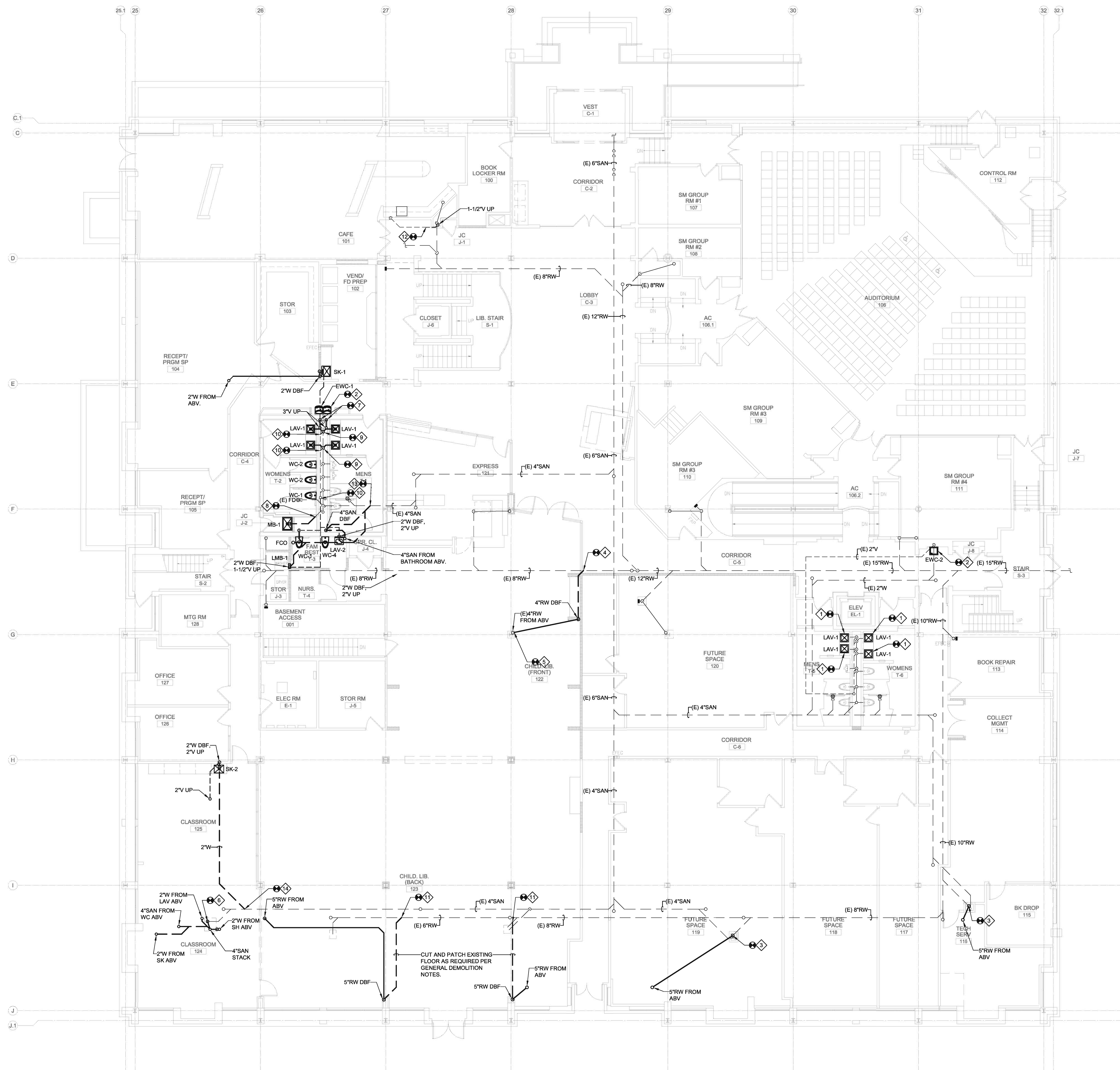


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SHEET #  
**P2.0**  
 SCALE: AS NOTED  
 DATE: 2018-DEC-03



**NEW WORK KEYNOTES**

- 1 REWORK EXISTING WASTE AND SUPPLY PIPING IN WALL TO SERVE NEW LAVATORY. VERIFY EXACT SIZE AND LOCATION OF CONNECTION POINTS IN FIELD. CUT AND PATCH WALL AS REQUIRED PER GENERAL DEMOLITION NOTES.
- 2 REWORK EXISTING WASTE AND SUPPLY PIPING IN WALL TO SERVE NEW ELECTRIC WATER COOLER. VERIFY EXACT SIZE AND LOCATION OF CONNECTION POINTS IN FIELD. CUT AND PATCH WALL AS REQUIRED PER GENERAL DEMOLITION NOTES.
- 3 CONNECT NEW 5\"/>

**GROUND LEVEL FLOOR PLAN - DRAINAGE**  
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 Ambler, PA 19002  
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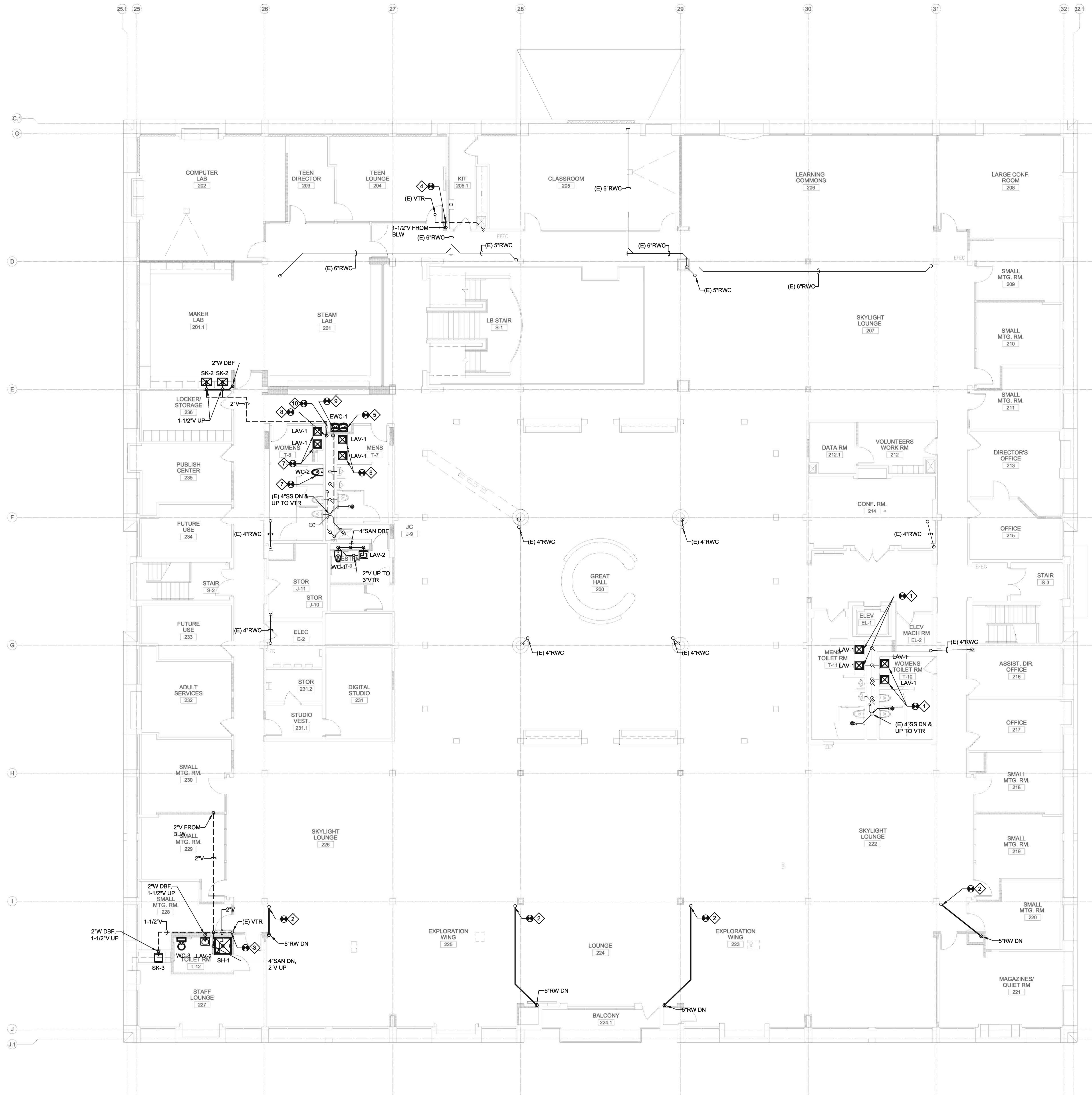


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SHEET #  
**P2.1**  
 SCALE: AS NOTED  
 DATE: 2018-DEC-03



**NEW WORK KEYNOTES**

- 1 REWORK EXISTING WASTE AND SUPPLY PIPING IN WALL TO SERVE NEW LAVATORY. VERIFY EXACT SIZE AND LOCATION OF CONNECTION POINTS IN FIELD. CUT AND PATCH WALL AS REQUIRED PER GENERAL DEMOLITION NOTES.
- 2 CONNECT NEW 5\"/>

**UPPER LEVEL FLOOR PLAN - DRAINAGE**  
 Scale: 1/8" = 1'-0"

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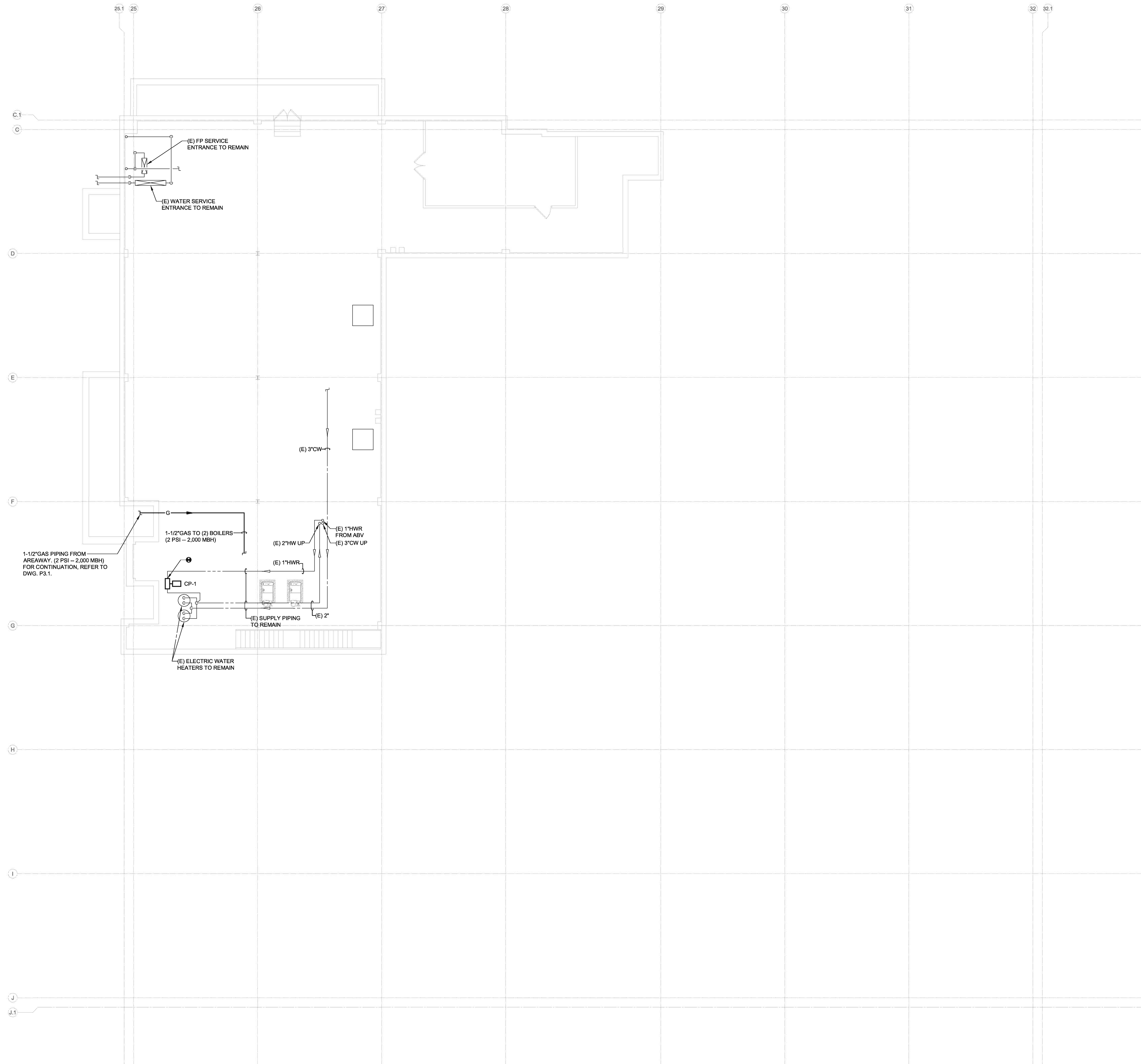


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**BASEMENT LEVEL FLOOR PLAN - SUPPLY**  
 Scale: 1/8" = 1'-0"

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 300 Brookside Avenue  
 1st Floor, Building 18 - Suite 150  
 Allentown, PA 18102  
 T: 215.646.2003 F: 215.646.5707 W: gkarchitects.com

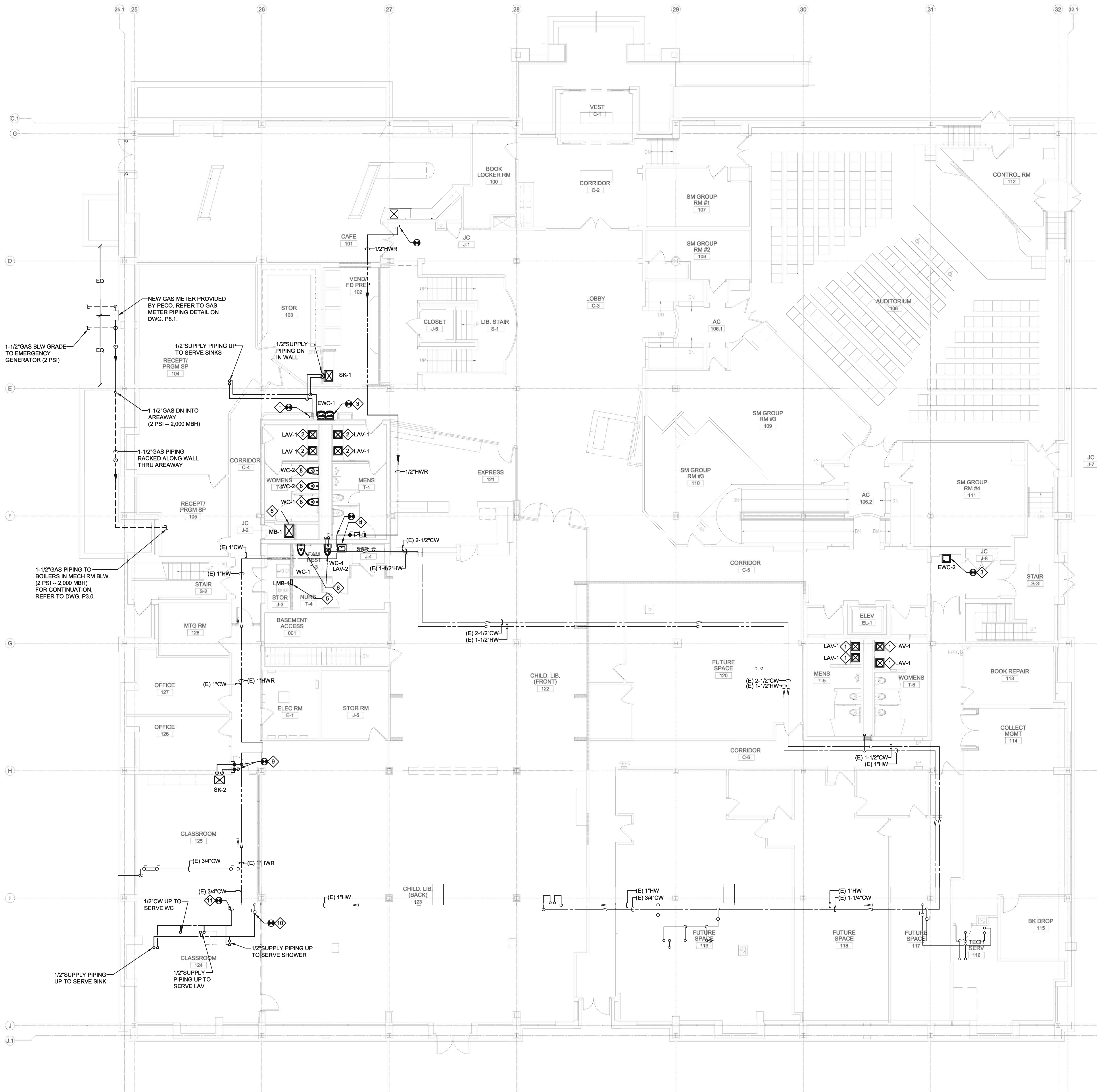


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 SHEET TITLE: **BASEMENT LEVEL FLOOR PLAN - SUPPLY**

SHEET #: **P3.0**  
 SCALE: AS NOTED  
 DATE: 2018-DEC-03



**NEW WORK KEYNOTES**

- ◆ REWORK EXISTING SUPPLY PIPING IN WALL TO SERVE NEW LAVATORY. VERIFY EXACT SIZE AND LOCATION OF CONNECTION POINTS IN FIELD, CUT AND PATCH WALL AS REQUIRED PER GENERAL DEMOLITION NOTES.
- ◆ CONNECT NEW SUPPLY PIPING FROM EXISTING CHASE TO SERVE NEW LAVATORIES. VERIFY EXACT SIZE AND LOCATION OF CONNECTION POINTS IN FIELD. CUT AND PATCH EXISTING CHASE AS REQUIRED PER GENERAL DEMOLITION NOTES.
- ◆ REWORK EXISTING SUPPLY PIPING IN WALL TO SERVE NEW ELECTRIC WATER COOLER. VERIFY EXACT SIZE AND LOCATION OF CONNECTION POINTS IN FIELD. CUT AND PATCH WALL AS REQUIRED PER GENERAL DEMOLITION NOTES.
- ◆ PROVIDE NEW 1/2" CW & HW FROM EXISTING SUPPLY PIPING IN CHASE TO SERVE NEW LAVATORY.
- ◆ PROVIDE NEW 1/2" CW & HW FROM EXISTING SUPPLY PIPING IN CHASE TO SERVE NEW LAUNDRY MACHINE BOX.
- ◆ PROVIDE NEW 1-1/2" CW FROM EXISTING SUPPLY PIPING IN CHASE TO SERVE NEW ADA WATER CLOSET AND CHILD HEIGHT WATER CLOSET. PROVIDE WATER HAMMER ARRESTOR.
- ◆ PROVIDE NEW 1/2" CW & HW FROM EXISTING SUPPLY PIPING IN CHASE TO SERVE NEW MOP BASIN.
- ◆ PROVIDE NEW 1-1/4" CW TO SERVE WATER CLOSET FROM EXISTING SUPPLY PIPING IN CHASE. VERIFY EXACT SIZE AND LOCATION OF CONNECTION POINTS IN FIELD. CUT AND PATCH WALL AS REQUIRED PER GENERAL DEMOLITION NOTES.
- ◆ CONNECT NEW 1/2" CW & HW TO EXISTING SUPPLY PIPING IN CEILING SPACE. VERIFY EXACT SIZE AND LOCATION OF CONNECTION POINTS IN FIELD.
- ◆ CONNECT NEW 1/2" HW TO EXISTING SUPPLY PIPING IN CEILING SPACE. VERIFY EXACT SIZE AND LOCATION OF CONNECTION POINT IN FIELD.
- ◆ CONNECT NEW 1-1/4" CW TO EXISTING SUPPLY PIPING IN CEILING SPACE. VERIFY EXACT SIZE AND LOCATION OF CONNECTION POINT IN FIELD.

**GROUND LEVEL FLOOR PLAN - SUPPLY**  
 Scale: 1/8" = 1'-0"

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 Building 18 - Suite 150  
 Ambler, PA 19002  
 T: 215.646.2003 F: 215.646.5707 W: gkoarchitects.com



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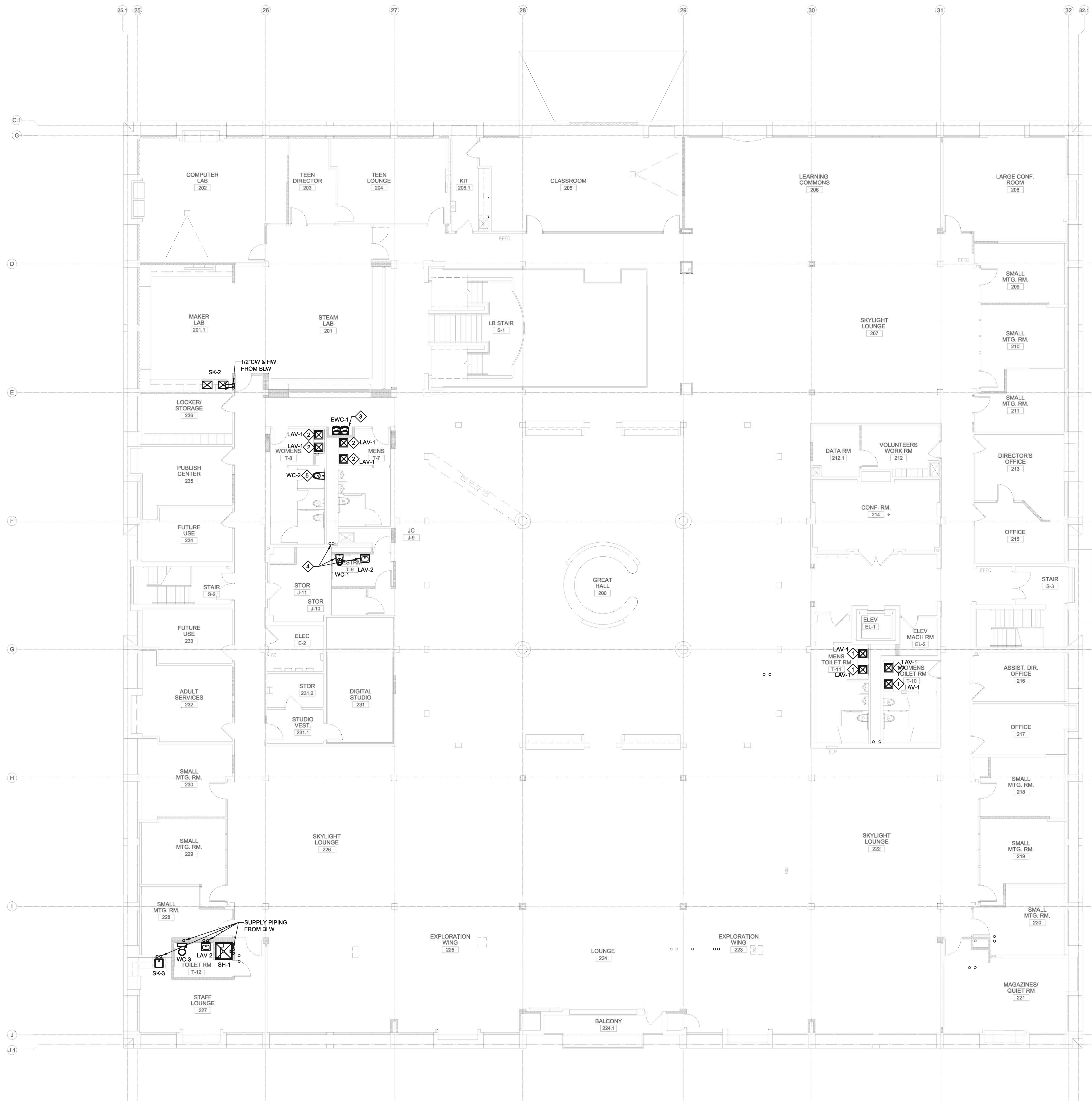
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**GROUND LEVEL FLOOR PLAN - SUPPLY**

SHEET #

**P3.1**

SCALE: AS NOTED  
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**NEW WORK KEYNOTES**

- 1 REWORK EXISTING SUPPLY PIPING IN WALL TO SERVE NEW LAVATORY. VERIFY EXACT SIZE AND LOCATION OF CONNECTION POINTS IN FIELD. CUT AND PATCH WALL AS REQUIRED PER GENERAL DEMOLITION NOTES.
- 2 CONNECT NEW SUPPLY PIPING FROM EXISTING CHASE TO SERVE NEW LAVATORIES. VERIFY EXACT SIZE AND LOCATION OF CONNECTION POINTS IN FIELD. CUT AND PATCH EXISTING CHASE AS REQUIRED PER GENERAL DEMOLITION NOTES.
- 3 REWORK EXISTING SUPPLY PIPING IN WALL TO SERVE NEW ELECTRIC WATER COOLER. VERIFY EXACT SIZE AND LOCATION OF CONNECTION POINTS IN FIELD. CUT AND PATCH WALL AS REQUIRED PER GENERAL DEMOLITION NOTES.
- 4 PROVIDE NEW 1-1/4" CW & 1/2" HW FROM EXISTING SUPPLY PIPING IN CHASE TO SERVE NEW ADA WATER CLOSET AND LAVATORY. PROVIDE WATER HAMMER ARRESTOR AND SHUT-OFF VALVES.
- 5 PROVIDE 1-1/4" CW FROM EXISTING SUPPLY PIPING IN CHASE TO SERVE NEW WATER CLOSET. VERIFY EXACT SIZE AND LOCATION OF CONNECTION POINTS IN FIELD. CUT AND PATCH WALL AS REQUIRED PER GENERAL DEMOLITION NOTES.

**UPPER LEVEL FLOOR PLAN - SUPPLY**  
 Scale: 1/8" = 1'-0"

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 LEVEL  
 FLOOR PLAN  
 SUPPLY







## HEATING, VENTILATING, AND AIR-CONDITIONING SPECIFICATIONS

### 4.0 DUCTWORK

#### A. FABRICATION

1. SUBMIT SHEET METAL DRAWINGS; REFER TO SHOP DRAWING REQUIREMENTS.
2. FABRICATE DUCTWORK IN ACCORDANCE WITH SMACNA "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE" FOR THE INTENDED STATIC PRESSURE CLASS. COMPLY WITH SMACNA STANDARDS FOR THE CONSTRUCTION OF ALL FITTINGS, JOINTS, REINFORCING, AND SUPPORTS. SEAL ALL JOINTS IN ACCORDANCE WITH SMACNA STANDARDS AND APPLICABLE SECTIONS OF ASHRAE 90.1 OR THE INTERNATIONAL ENERGY CONSERVATION CODE.

#### B. DUCT MATERIALS

1. SUPPLY AIR, RETURN AIR, OUTSIDE AIR, RELIEF AIR DUCTWORK AND NON-HAZARDOUS EXHAUST SYSTEM DUCTWORK SHALL BE FABRICATED FROM GALVANIZED SHEET STEEL COMPLYING WITH ASTM A653 WITH A G90 GALVANIZED COATING. DUCTWORK TO BE EXPOSED TO VIEW IN FINISHED SPACES SHALL HAVE A MILL PHOSPHATIZED FINISH AND READY FOR PRIMER AND PAINT.
2. EXHAUST FAN DUCTWORK FROM WET LOCATIONS SHALL BE CONSTRUCTED FROM ALUMINUM SHEET COMPLYING WITH ASTM B209, ALLOY 3003, H14 TEMPER.
3. ROUND FLEXIBLE DUCT SHALL BE UL 181, CLASS 1, CONSTRUCTED WITH BLACK POLYMER FILM, HELICALLY WOUND SPRING-STEEL REINFORCEMENT, 1" THICK GLASS FIBROUS INSULATION, POLYETHYLENE OR ALUMINIZED VAPOR BARRIER, AND RATED FOR 10 INCH WG POSITIVE PRESSURE AND 1 INCH NEGATIVE PRESSURE.
4. ACOUSTICAL DUCT LINER SHALL BE LIMITED TO WHERE DEPICTED ON THE DRAWINGS. DUCT LINER SHALL BE FIBROUS GLASS LINER COMPLYING WITH ASTM C1071, NFPA 90, AND NAIMA AH124; PRODUCED BY CERTAIN TEED, JOHNS MANVILLE, KNAUF, OR OWENS CORNING, AND TREATED WITH AN ANTIMICROBIAL AND EROSION RESISTANT COATING.

#### C. DUCT ACCESSORIES

1. FIRE DAMPERS: 1-1/2 HR. DYNAMIC, UL555 COMPLIANT, EQUIPPED WITH WALL SLEEVE, RETAINING ANGLES, 165 F FUSIBLE LINK, AND DESIGNED WITH CURTAIN OUTSIDE OF THE AIRFLOW (OUTSIDE OF THE NOMINAL DUCT DIMENSION). FIRE DAMPERS SHALL BE RUSKIN MODEL DIBD2 OR EQUAL.
2. CONTROL DAMPERS: UNLESS OTHERWISE PROVIDED BY THE AUTOMATIC TEMPERATURE CONTROL MANUFACTURER, MOTORIZED CONTROL DAMPERS SHALL BE AMCA CERTIFIED LOW LEAKAGE DAMPERS WITH EXTRUDED ALUMINUM BLADES AND MOUNTING FRAMES, RUSKIN MODEL CD50 OR EQUAL.
3. BACKDRAFT DAMPERS: BACKDRAFT DAMPERS INCLUDING GRAVITY RELIEF DAMPERS SHALL BE EXTRUDED ALUMINUM BLADE AND MOUNTING FRAME, RUSKIN MODEL BD6 OR EQUAL.
4. VOLUME DAMPERS: VOLUME DAMPERS SHALL BE OF STEEL CONSTRUCTION, RECTANGULAR MULTIPLE OPPOSED-BLADE OR ROUND SINGLE BLADE, WITH NON-FERROUS BEARINGS, AND EQUIPPED WITH EXTERNAL HANDLES WITH LOCKING QUADRANTS.
5. FLEXIBLE CONNECTORS SHALL COMPLY WITH UL 181, CLASS 1.
6. TURNING VANES SHALL BE SINGLE THICKNESS FOR DUCTS WIDTHS BETWEEN 12" AND 24" AND DOUBLE THICKNESS FOR DUCTS GREATER THAN 24".
7. DUCT ACCESS DOORS, DUCT SUPPORTS, AND MISCELLANEOUS MATERIALS SHALL BE IN ACCORDANCE WITH SMACNA STANDARDS. DUCT SEALANTS SHALL BE UL LISTED. LABEL FIRE DAMPER ACCESS DOORS WITH "FIRE DAMPER" IN ACCORDANCE WITH 2009 IMC SECTION 907.4.

### 5.0 INSULATION

#### A. DUCT INSULATION: FLEXIBLE DUCT INSULATION SHALL BE MINERAL FIBER TYPE III WITH FSK JACKET AND COMPLYING WITH ASTM C533 AND C1290. BOARD INSULATION SHALL BE TYPE IA WITH FSK JACKET COMPLYING WITH ASTM C612. INSULATION SHALL BE PRODUCED BY CERTAIN TEED, JOHNS MANVILLE, KNAUF, OR OWENS CORNING.

1. AIR-CONDITIONING SYSTEMS: UNLESS OTHERWISE INDICATED, EXTERNALLY WRAP ALL SUPPLY AIR AND RETURN AIR DUCTWORK OF AIR-CONDITIONING SYSTEMS WITH 2" THICK, 3/4 PCF FLEXIBLE DUCT INSULATION. STAPLE AND TAPE ALL SEAMS.
2. OUTSIDE AIR SYSTEMS: UNLESS OTHERWISE INDICATED, EXTERNALLY WRAP ALL OUTSIDE AIR DUCTWORK WITH 2" THICK, 3/4 PCF DENSITY FLEXIBLE FIBROUS GLASSES DUCT INSULATION WITH REINFORCED FOIL VAPOR BARRIER JACKET. STAPLE AND TAPE ALL SEAMS.
3. HEATING AND VENTILATING SYSTEMS: UNLESS OTHERWISE INDICATED, SUPPLY AND RETURN AIR DUCTWORK DOES NOT NEED TO BE INSULATED.
4. EXHAUST AND RELIEF AIR SYSTEMS: UNLESS OTHERWISE INDICATED, EXTERNALLY WRAP ALL EXHAUST AND RELIEF AIR DUCTWORK WITHIN 5'-0" OF ITS TERMINATION THROUGH EXTERIOR WALLS OR ROOF OR UP TO BACKDRAFT OR CONTROL DAMPERS, WHICHEVER IS GREATER, WITH 2" THICK, 3/4 PCF FLEXIBLE FIBROUS GLASSES DUCT INSULATION WITH REINFORCED FOIL VAPOR BARRIER JACKET. STAPLE AND TAPE ALL SEAMS.
5. INSULATED DUCTWORK EXPOSED TO VIEW IN FINISHED SPACES OR LOCATED IN MECHANICAL ROOMS SHALL BE INSULATED WITH MINERAL FIBER BOARD INSULATION, 1-1/2" THICK, 1.5 PCF. STAPLE AND TAPE ALL SEAMS.

#### B. PIPE INSULATION: PRE-FORMED PIPE INSULATION SHALL BE MINERAL FIBER TYPE I GRADE A WITH ASJ JACKET AND COMPLYING WITH ASTM C547 AND SHALL BE PRODUCED BY CERTAIN TEED, JOHNS MANVILLE, KNAUF, OR OWENS CORNING. MINERAL FIBER INSULATION FOR COLD PIPING SYSTEMS SHALL INCLUDE A WICKING SYSTEM EXTENDING THROUGH LONGITUDINAL JOINTS. FLEXIBLE ELASTOMERIC INSULATION SHALL COMPLY WITH ASTM C534 AND BE PRODUCED BY ARMAFLEX OR EQUAL.

1. COLD PIPING SYSTEMS: COMPLETELY INSULATE PIPE, PIPE FITTINGS, VALVES, PIPING SPECIALTIES, AND ALL DEVICES THAT MAY BE PRONE TO CONDENSATION. INSULATION SHALL NOT BE INTERRUPTED AT PIPING SUPPORTS. PROVIDE PRE-MOLDED PVC JACKETING AT ALL FITTINGS. SEAL ALL SEAMS AND APPLY MANUFACTURER'S RECOMMENDED VAPOR BARRIER SEALANT.
2. HOT PIPING INSULATION: COMPLETELY INSULATE PIPE, PIPE FITTINGS, VALVES, AND SPECIALTIES EXCEPT WHERE INSULATION MAY BE TERMINATED IN ACCORDANCE WITH ASHRAE 90.1 AND APPLICABLE ENERGY CONSERVATION CODES.
3. OUTDOOR PIPING: UNLESS OTHERWISE INDICATED, PROVIDE 30 MIL PVC FIELD APPLIED JACKET.
4. PROVIDE THE FOLLOWING INSULATION TYPES AND MINIMUM THICKNESS:

SYSTEM	MATERIAL	PIPE SIZE	THICKNESS (INDOOR)	THICKNESS (OUTDOOR)
MAKE-UP WATER	ELASTOMERIC	ALL	1/2"	1"
A/C CONDENSATE DRAIN	ELASTOMERIC	ALL	1/2"	N.A.
CHILLED WATER	MINERAL FIBER	1-1/2" AND SMALLER LARGER THAN 1-1/2"	1" 2"	1-1/2" 2"
HOT WATER & LP COND	MINERAL FIBER	1-1/2" AND SMALLER LARGER THAN 1-1/2"	1-1/2" 2"	1-1/2" 2"

### 6.0 CHIMNEYS AND VENTS

#### A. GAS CHIMNEYS AND VENTS

1. THE CONTRACTOR SHALL VERIFY THE APPLIANCE VENTING CATEGORY, VENT MATERIALS, AND VENT SIZES WITH THE GAS APPLIANCE/EQUIPMENT MANUFACTURER. DO NOT CONNECT TO EXISTING MASONRY CHIMNEYS UNLESS OTHERWISE APPROVED.
2. CATEGORY I APPLIANCES SHALL BE VENTED WITH DOUBLE WALL TYPE B OR TYPE BW, NEGATIVE PRESSURE, COMPLYING WITH UL 441 AND PRODUCED BY AMERICAN METAL PRODUCTS, HEAT-FAB, SELKIRK METALBESTOS, OR VAN-PACKER. INNER SHELL SHALL BE TYPE 3003 ALUMINUM. OUTER SHELL SHALL BE ALUMINIZED STEEL. PROVIDE ALL TEES, ELBOWS, TRANSITIONS, TERMINATIONS, STORM COLLARS, THIMBLES, AND SIMILAR MATERIALS FOR A COMPLETE INSTALLATION.
3. CATEGORY II AND III APPLIANCES SHALL BE VENTED WITH DOUBLE WALL METAL VENTS RATED FOR 480 DEG F, POSITIVE OR NEGATIVE PRESSURE, COMPLYING WITH UL 1738 AND AS PRODUCED BY HEAT-FAB, SELKIRK METALBESTOS, OR VAN-PACKER. INNER SHELL SHALL BE ASTM A 959 TYPE 29-4C STAINLESS STEEL; OUTER SHELL SHALL BE STAINLESS STEEL. PROVIDE ALL TEES, ELBOWS, TRANSITIONS, TERMINATIONS, STORM COLLARS, THIMBLES, AND SIMILAR MATERIALS FOR A COMPLETE INSTALLATION.
4. CATEGORY IV APPLIANCES SHALL BE VENTED WITH SINGLE WALL SCHEDULE 40 CVPC PIPE PROVIDED SUCH VENTS ARE IN COMPLIANCE WITH THE GAS APPLIANCE/EQUIPMENT MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTION. PROVIDE ALL TEES, ELBOWS, TRANSITIONS, TERMINATIONS AND SIMILAR MATERIALS FOR A COMPLETE INSTALLATION. CONCENTRIC VENTS FOR THROUGH WALL AND THROUGH ROOF PENETRATIONS SHALL BE OBTAINED FROM THE EQUIPMENT MANUFACTURER.

#### 7.0 AUTOMATIC TEMPERATURE CONTROLS

##### A. GENERAL

1. PROVIDE A COMPLETE AUTOMATIC TEMPERATURE CONTROL SYSTEM INCLUDING ALL SENSORS, THERMOSTATS, VALVES, DAMPERS, RELAYS, PANELS, AND WIRING TO OPERATE HVAC EQUIPMENT SYSTEMS AND EQUIPMENT AS DESCRIBED HEREIN AND AS INDICATED ON THE DRAWINGS.
2. INSTALL CONTROLS IN ACCORDANCE WITH THE CONTROL MANUFACTURERS' WRITTEN INSTALLATION INSTRUCTIONS AND IN ACCORDANCE WITH HVAC EQUIPMENT MANUFACTURERS' INSTRUCTIONS.
3. SUBMIT ATC DIAGRAMS, EQUIPMENT DATA SHEETS, AND WIRING DIAGRAMS TO THE ENGINEER FOR HIS REVIEW PRIOR TO INSTALLING ATC COMPONENTS.
4. INSTALL ALL WIRING IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE. ALL CONTROL WIRING SHALL BE PLENUM RATED AND UL LISTED. PROVIDE POWER WIRING TO LINE VOLTAGE DEVICES, CONTROL PANELS, AND LOW VOLTAGE CONTROL-CIRCUIT TRANSFORMERS. COORDINATE THE LOCATION AND SOURCE OF ATC POWER WITH THE PROJECT ELECTRICAL CONTRACTOR.

##### B. TEST, ADJUST, BALANCE

1. PRIOR TO STARTING EQUIPMENT, CHECK ALL MOTORS, ACTUATORS, CONTROLS, AND WIRING ARE PROPERLY INSTALLED. LEAK TEST ALL PIPING SYSTEMS PRIOR TO START-UP.
2. OBTAIN THE SERVICES OF A QUALIFIED TESTING AND BALANCING CONTRACTOR.
3. ADJUST AND BALANCE DAMPERS AND VALVES TO ACHIEVE FLOW RATES AS INDICATED ON THE DRAWINGS.
4. ADJUST AUTOMATIC TEMPERATURE CONTROLS TO ACHIEVE SATISFACTORY TEMPERATURE AND/OR HUMIDITY CONTROL.
5. SUBMIT TESTING AND BALANCING REPORTS INDICATING THE NAME OF THE TAB CONTRACTOR, TYPES OF BALANCING EQUIPMENT UTILIZED, EQUIPMENT NAMEPLATE DATA, DESIGN VS. ACTUAL FLOW TABULATIONS, FAN AND PUMP OPERATING CHARACTERISTICS, AND MOTOR SPEED, VOLTAGE, AND AMPERAGE RECORDINGS.
6. IDENTIFY AND REPORT DEFICIENCIES SUCH AS: EXCESSIVE AIR LEAKAGE, INSUFFICIENT AIR OR WATER FLOW, INSUFFICIENT PRESSURE, MOTOR OVERLOAD CONDITIONS, NOISE, OR EXCESSIVE VIBRATION.



GODSHALL KANE O'ROURKE ARCHITECTS, LLC  
300 Brookside Avenue  
Building 18 - Suite 150  
Allentown, PA 18102  
T: 215.646.2003 F: 215.646.5707 W: gkarchitects.com



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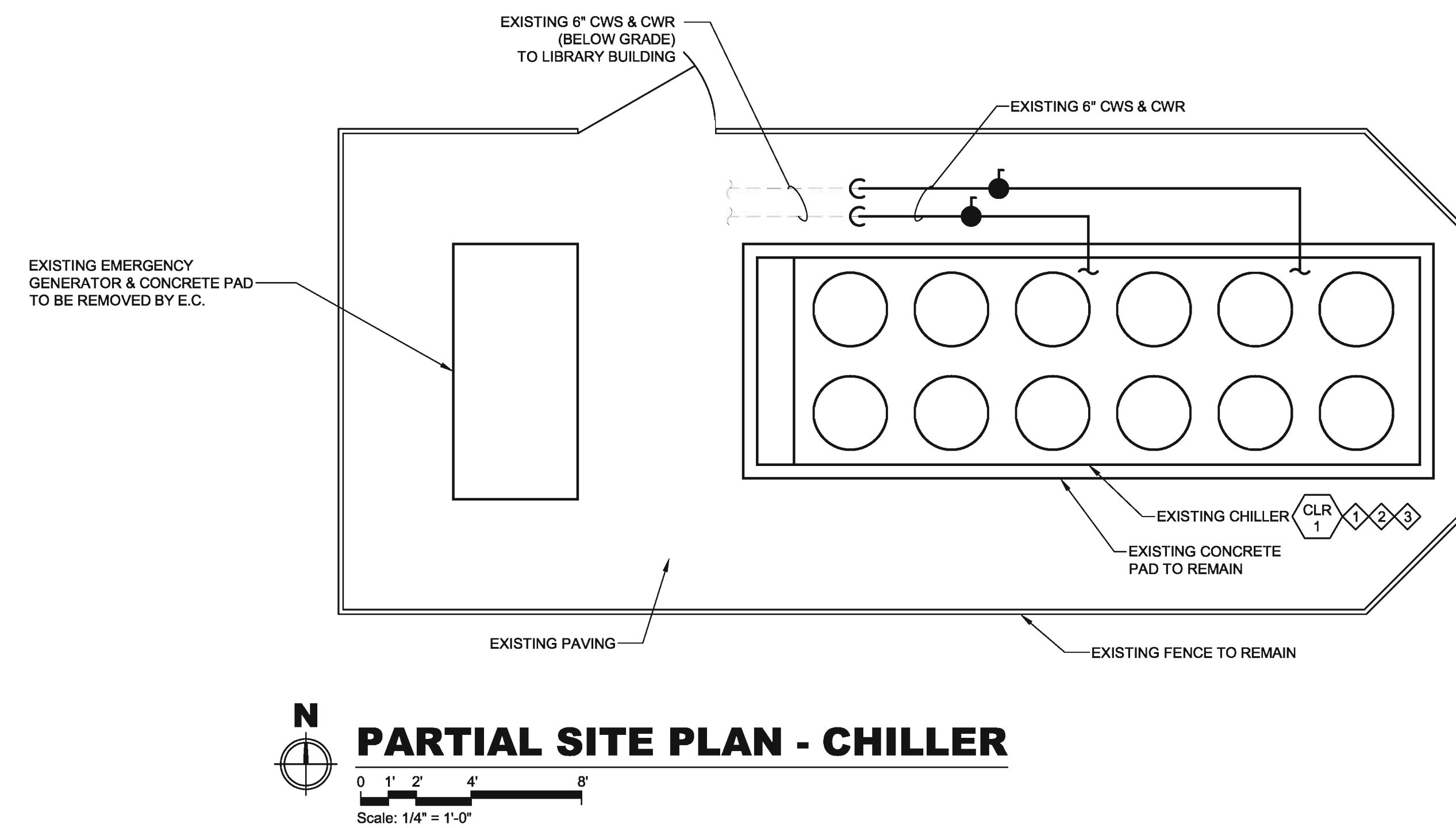
SPECIFICATIONS

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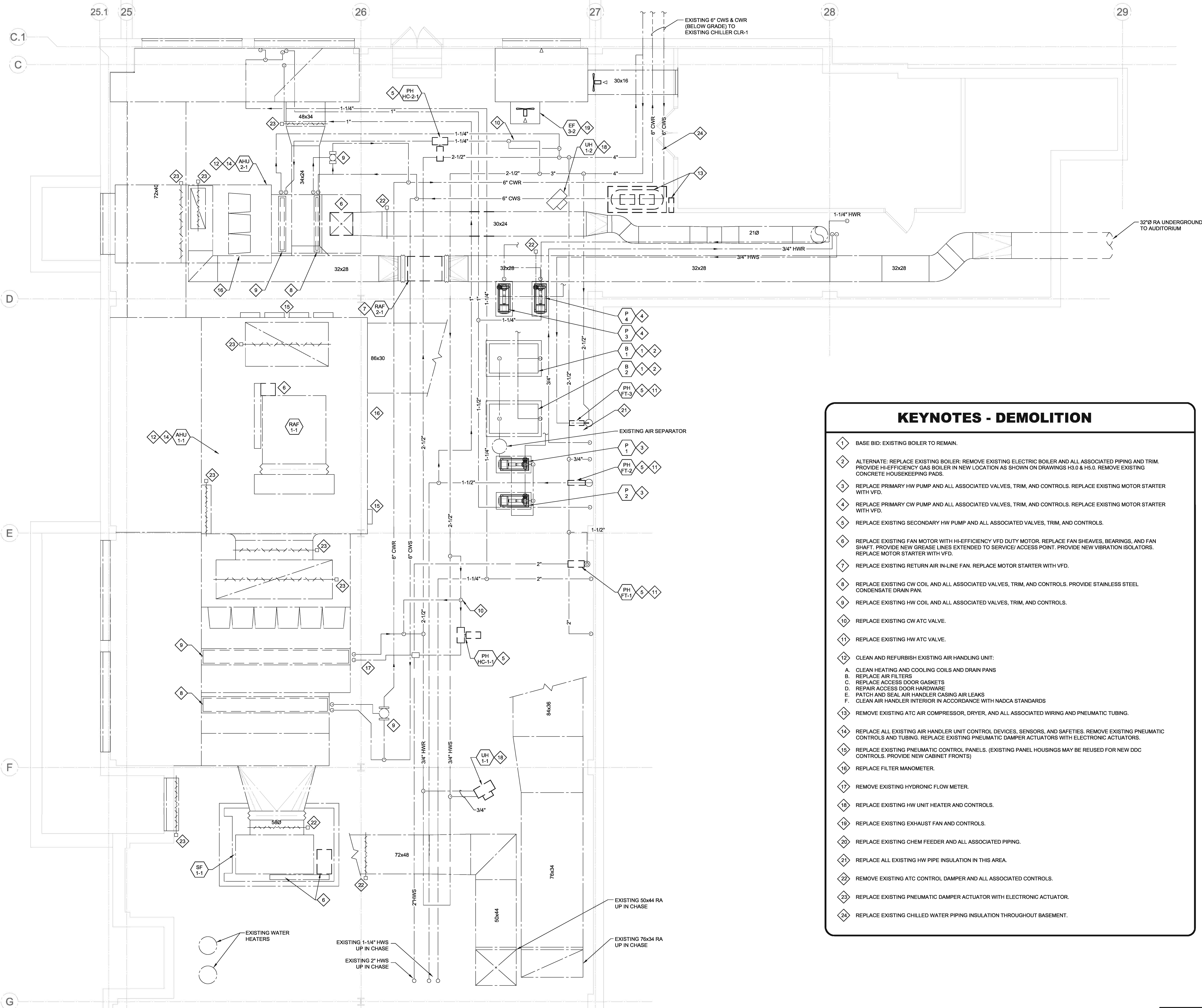
- KEYNOTES**
- 1 BASE BID: EXISTING CHILLER TO REMAIN. PROVIDE CHILLER MANUFACTURER'S SERVICE CHECK, OPERATIONAL TEST, AND SERVICE REPORT.
  - 2 ALTERNATE: REPLACE EXISTING CHILLER. REMOVE EXISTING CHILLER AND ASSOCIATED ABOVE GROUND PIPING, RECLAIM REFRIGERANT. REFER TO KEYNOTE 3 FOR ADDITIONAL WORK.
  - 3 (ALTERNATE) EXTEND EXISTING CONCRETE PAD TO ACCOMMODATE NEW CHILLER DIMENSIONS. CUT & PATCH EXISTING PAVING, MATCH EXISTING SLAB THICKNESS. PROVIDE 1/2" X 18" DOWELS AT 12" ON CENTER INTO EXISTING SLAB WITH 6" MINIMUM PENETRATION. REPLACE ABOVE GROUND PIPING, VALVES, AND TRIM. PROVIDE 2" THICK PIPE INSULATION WITH 30 MIL PVC JACKET. PROVIDE NEW FLOW SWITCH. PROVIDE 2" THICK NEOPRENE PAD ISOLATORS.

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JOB #	LVE-17082
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**PARTIAL SITE PLAN**



### KEYNOTES - DEMOLITION

- 1 BASE BID: EXISTING BOILER TO REMAIN.
- 2 ALTERNATE: REPLACE EXISTING BOILER; REMOVE EXISTING ELECTRIC BOILER AND ALL ASSOCIATED PIPING AND TRIM. PROVIDE HI-EFFICIENCY GAS BOILER IN NEW LOCATION AS SHOWN ON DRAWINGS H3.0 & H5.0. REMOVE EXISTING CONCRETE HOUSEKEEPING PADS.
- 3 REPLACE PRIMARY HW PUMP AND ALL ASSOCIATED VALVES, TRIM, AND CONTROLS. REPLACE EXISTING MOTOR STARTER WITH VFD.
- 4 REPLACE PRIMARY CW PUMP AND ALL ASSOCIATED VALVES, TRIM, AND CONTROLS. REPLACE EXISTING MOTOR STARTER WITH VFD.
- 5 REPLACE EXISTING SECONDARY HW PUMP AND ALL ASSOCIATED VALVES, TRIM, AND CONTROLS.
- 6 REPLACE EXISTING FAN MOTOR WITH HI-EFFICIENCY VFD DUTY MOTOR. REPLACE FAN SHEAVES, BEARINGS, AND FAN SHAFT. PROVIDE NEW GREASE LINES EXTENDED TO SERVICE/ ACCESS POINT. PROVIDE NEW VIBRATION ISOLATORS. REPLACE MOTOR STARTER WITH VFD.
- 7 REPLACE EXISTING RETURN AIR IN-LINE FAN. REPLACE MOTOR STARTER WITH VFD.
- 8 REPLACE EXISTING CW COIL AND ALL ASSOCIATED VALVES, TRIM, AND CONTROLS. PROVIDE STAINLESS STEEL CONDENSATE DRAIN PAN.
- 9 REPLACE EXISTING HW COIL AND ALL ASSOCIATED VALVES, TRIM, AND CONTROLS.
- 10 REPLACE EXISTING CW ATC VALVE.
- 11 REPLACE EXISTING HW ATC VALVE.
- 12 CLEAN AND REFURBISH EXISTING AIR HANDLING UNIT:
  - A. CLEAN HEATING AND COOLING COILS AND DRAIN PANS
  - B. REPLACE AIR FILTERS
  - C. REPLACE ACCESS DOOR GASKETS
  - D. REPAIR ACCESS DOOR HARDWARE
  - E. PATCH AND SEAL AIR HANDLER CASING AIR LEAKS
  - F. CLEAN AIR HANDLER INTERIOR IN ACCORDANCE WITH NADCA STANDARDS
- 13 REMOVE EXISTING ATC AIR COMPRESSOR, DRYER, AND ALL ASSOCIATED WIRING AND PNEUMATIC TUBING.
- 14 REPLACE ALL EXISTING AIR HANDLER UNIT CONTROL DEVICES, SENSORS, AND SAFETIES. REMOVE EXISTING PNEUMATIC CONTROLS AND TUBING. REPLACE EXISTING PNEUMATIC DAMPER ACTUATORS WITH ELECTRONIC ACTUATORS.
- 15 REPLACE EXISTING PNEUMATIC CONTROL PANELS. (EXISTING PANEL HOUSINGS MAY BE REUSED FOR NEW DDC CONTROLS. PROVIDE NEW CABINET FRONTS)
- 16 REPLACE FILTER MANOMETER.
- 17 REMOVE EXISTING HYDRONIC FLOW METER.
- 18 REPLACE EXISTING HW UNIT HEATER AND CONTROLS.
- 19 REPLACE EXISTING EXHAUST FAN AND CONTROLS.
- 20 REPLACE EXISTING CHEM FEEDER AND ALL ASSOCIATED PIPING.
- 21 REPLACE ALL EXISTING HW PIPE INSULATION IN THIS AREA.
- 22 REMOVE EXISTING ATC CONTROL DAMPER AND ALL ASSOCIATED CONTROLS.
- 23 REPLACE EXISTING PNEUMATIC DAMPER ACTUATOR WITH ELECTRONIC ACTUATOR.
- 24 REPLACE EXISTING CHILLED WATER PIPING INSULATION THROUGHOUT BASEMENT.

**BASEMENT LEVEL FLOOR PLAN - DEMOLITION**

Scale: 1/4" = 1'-0"

DESIGN DEVELOPMENT  
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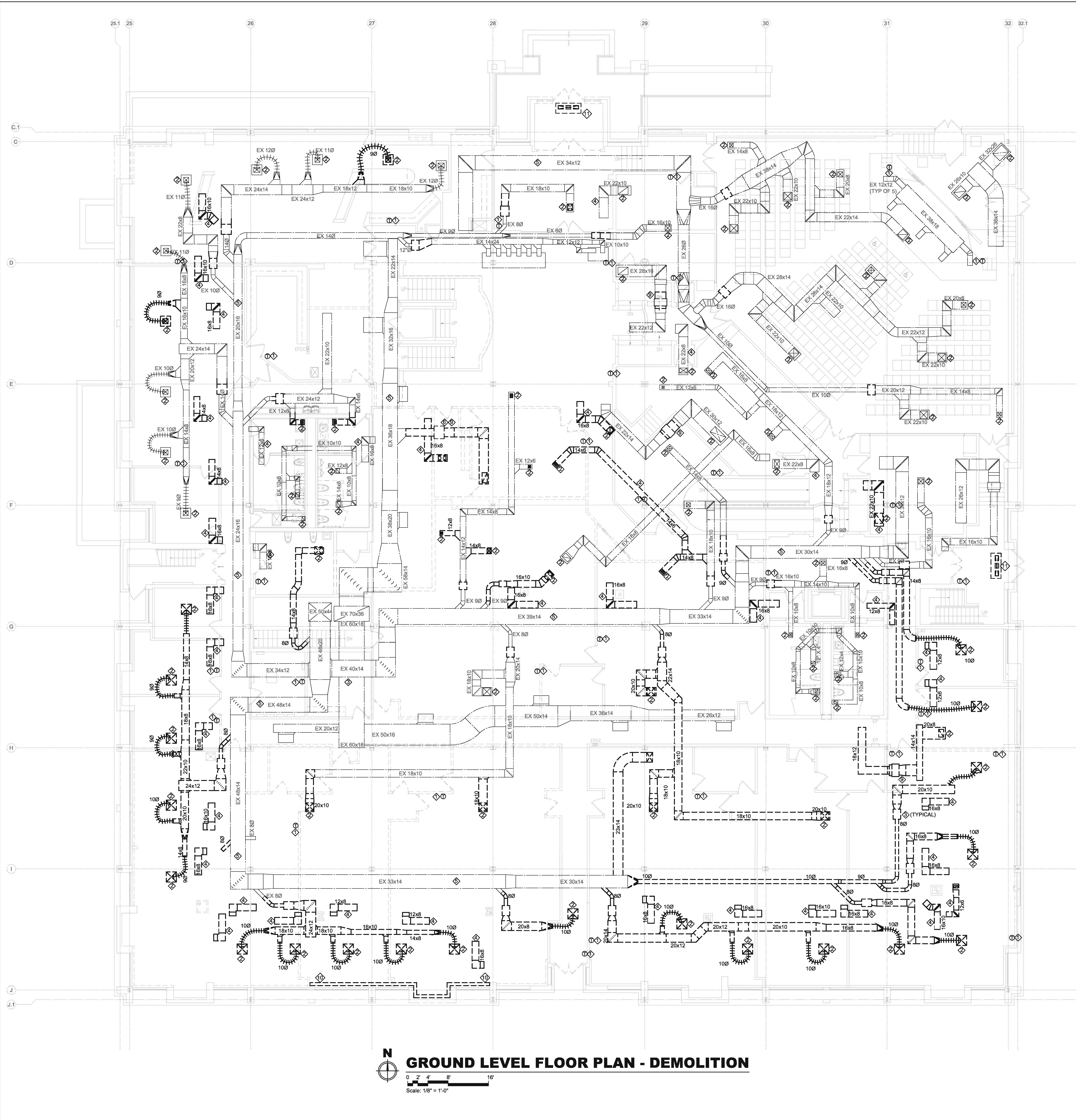
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**BASEMENT  
LEVEL  
FLOOR PLAN  
DEMOLITION**

SHEET #

**H1.0**

SCALE	AS NOTED
DATE	2018-DEC-03



**N**  
**GROUND LEVEL FLOOR PLAN - DEMOLITION**  
 Scale: 1/8" = 1'-0"

**KEYNOTES - DEMOLITION**

- 1 REMOVE EXISTING THERMOSTAT INCLUDING ALL ASSOCIATED WIRING OR PNEUMATIC TUBING BACK TO SOURCE. PATCH WALL TO MATCH EXISTING CONSTRUCTION AND FINISH.
- 2 REMOVE EXISTING GRILLE, REGISTER, OR DIFFUSER INCLUDING BRANCH DUCT BACK TO MAIN. WHERE EXISTING MAIN DUCTWORK IS SHOWN TO REMAIN, CAP BRANCH DUCT TAKE-OFF.
- 3 REMOVE EXISTING VAV BOX AND ALL ASSOCIATED CONTROL.
- 4 REMOVE EXISTING DUCTWORK AS SHOWN. REMOVE ALL ASSOCIATED DUCT ACCESSORIES INCLUDING FIRE DAMPERS, ATC DAMPER, DUCT HANGERS AND INSULATION. WHERE DUCTWORK IS SHOWN TO BE REMOVED BACK TO ACTIVE MAIN, CAP EXISTING TAKE-OFF AT MAIN. WHERE DUCTWORK PENETRATES AN EXISTING WALL OR FLOOR, PATCH EXISTING WALL OR FLOOR PENETRATIONS TO MATCH EXISTING CONSTRUCTION AND FIRE RATING.
- 5 PERFORM DUCT CLEANING IN ACCORDANCE WITH NADCA STANDARDS ON EXISTING DUCTWORK TO REMAIN IN SERVICE. PROVIDE 12 x 12 OR EQUIVALENT DUCT ACCESS PANELS AT 25' - 0" INTERVALS AND AT CHANGES IN DUCT DIRECTION TO FACILITATE CLEANING OPERATIONS.
- 6 REMOVE EXISTING CEILING-LINE EXHAUST FAN AND ALL ASSOCIATED DUCTWORK, SUPPORTS, AND CONTROLS. E.C. TO REMOVE POWER WIRING BACK TO SOURCE.
- 7 REMOVE EXISTING ELECTRIC DUCT COIL AND ALL ASSOCIATED CONTROLS. E.C. TO REMOVE POWER WIRING BACK TO SOURCE.
- 8 REMOVE EXISTING UNIT HEATER AND CONTROLS
- 9 REMOVE EXISTING EXHAUST FAN AND ALL ASSOCIATED CONTROLS
- 10 REMOVE EXISTING HW BASEBOARD AND ALL ASSOCIATED PIPING
- 11 REPLACE EXISTING HW CABINET HEATER



GODSHALL KANE O'ROURKE ARCHITECTS, LLC  
 300 Brookside Avenue  
 Ardmore, PA 19002  
 T: 215.646.2003 F: 215.646.5300  
 E: gk@arkarchitects.com W: gkarchitects.com



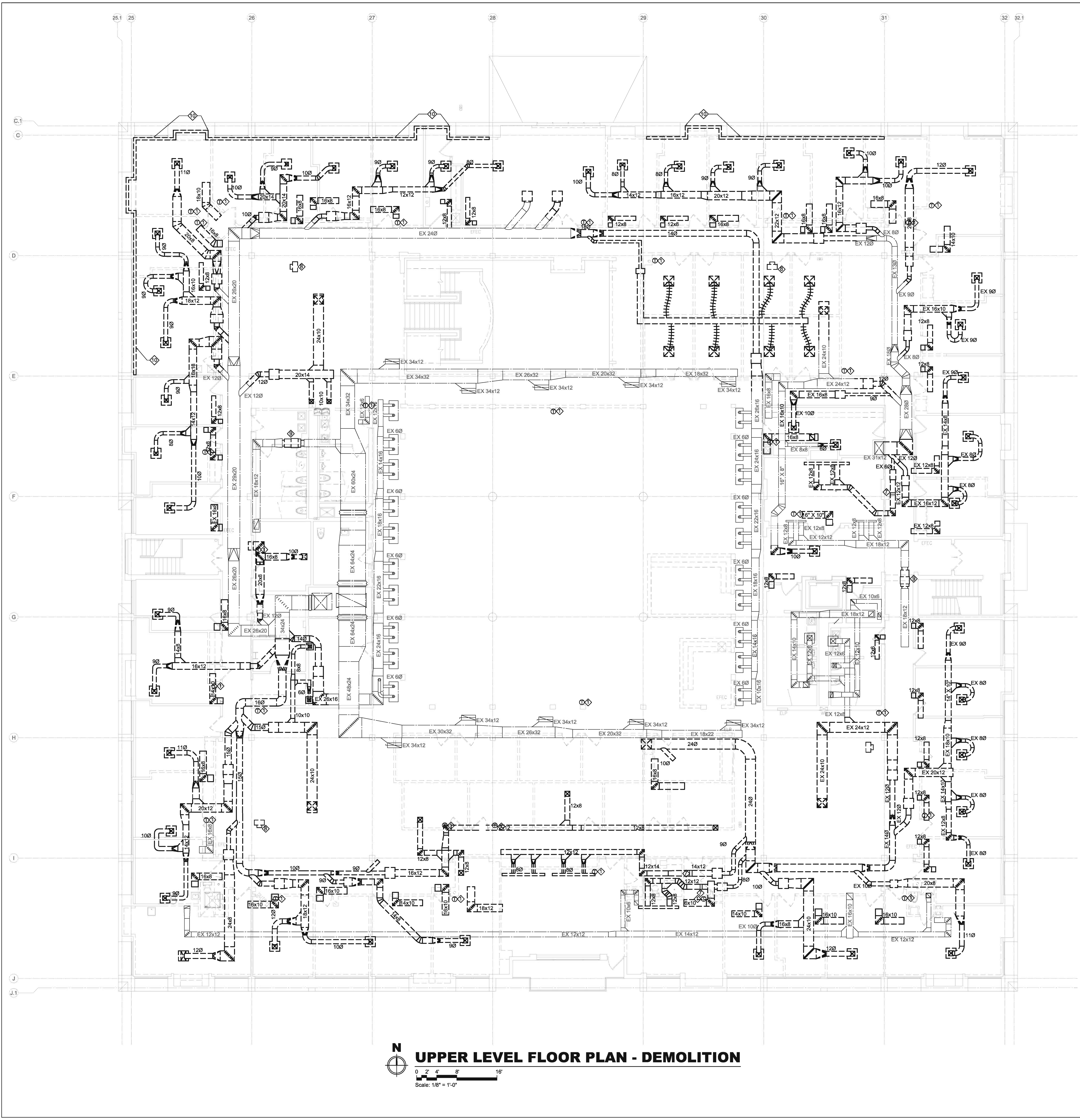
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SHEET #: H1.1  
 SCALE: AS NOTED  
 DATE: 2018-DEC-03

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### KEYNOTES - DEMOLITION

- 1 REMOVE EXISTING THERMOSTAT INCLUDING ALL ASSOCIATED WIRING OR PNEUMATIC TUBING BACK TO SOURCE. PATCH WALL TO MATCH EXISTING CONSTRUCTION AND FINISH.
- 2 REMOVE EXISTING GRILLE, REGISTER, OR DIFFUSER INCLUDING BRANCH DUCT BACK TO MAIN. WHERE EXISTING MAIN DUCTWORK IS SHOWN TO REMAIN, CAP BRANCH DUCT TAKE-OFF.
- 3 REMOVE EXISTING VAV BOX AND ALL ASSOCIATED CONTROL.
- 4 REMOVE EXISTING DUCTWORK AS SHOWN. REMOVE ALL ASSOCIATED DUCT ACCESSORIES INCLUDING FIRE DAMPERS, ATC DAMPER, DUCT HANGERS AND INSULATION. WHERE DUCTWORK IS SHOWN TO BE REMOVED BACK TO ACTIVE MAIN, CAP EXISTING TAKE-OFF AT MAIN. WHERE DUCTWORK PENETRATES AN EXISTING WALL OR FLOOR, PATCH EXISTING WALL OR FLOOR PENETRATIONS TO MATCH EXISTING CONSTRUCTION AND FIRE RATING.
- 5 PERFORM DUCT CLEANING IN ACCORDANCE WITH NADCA STANDARDS ON EXISTING DUCTWORK TO REMAIN IN SERVICE. PROVIDE 12 x 12 OR EQUIVALENT DUCT ACCESS PANELS AT 25' - 0" INTERVALS AND AT CHANGES IN DUCT DIRECTION TO FACILITATE CLEANING OPERATIONS.
- 6 REMOVE EXISTING CEILING-LINE EXHAUST FAN AND ALL ASSOCIATED DUCTWORK, SUPPORTS, AND CONTROLS. E.C. TO REMOVE POWER WIRING BACK TO SOURCE.
- 7 REMOVE EXISTING ELECTRIC DUCT COIL AND ALL ASSOCIATED CONTROLS. E.C. TO REMOVE POWER WIRING BACK TO SOURCE.
- 8 REMOVE EXISTING UNIT HEATER AND CONTROLS
- 9 REMOVE EXISTING EXHAUST FAN AND ALL ASSOCIATED CONTROLS
- 10 REMOVE EXISTING HW BASEBOARD AND ALL ASSOCIATED PIPING
- 11 REPLACE EXISTING HW CABINET HEATER

**UPPER LEVEL FLOOR PLAN - DEMOLITION**  
 Scale: 1/8" = 1'-0"

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 Allentown, PA 18102  
 T: 215.646.2003 F: 215.646.5707 W: gkarchitects.com



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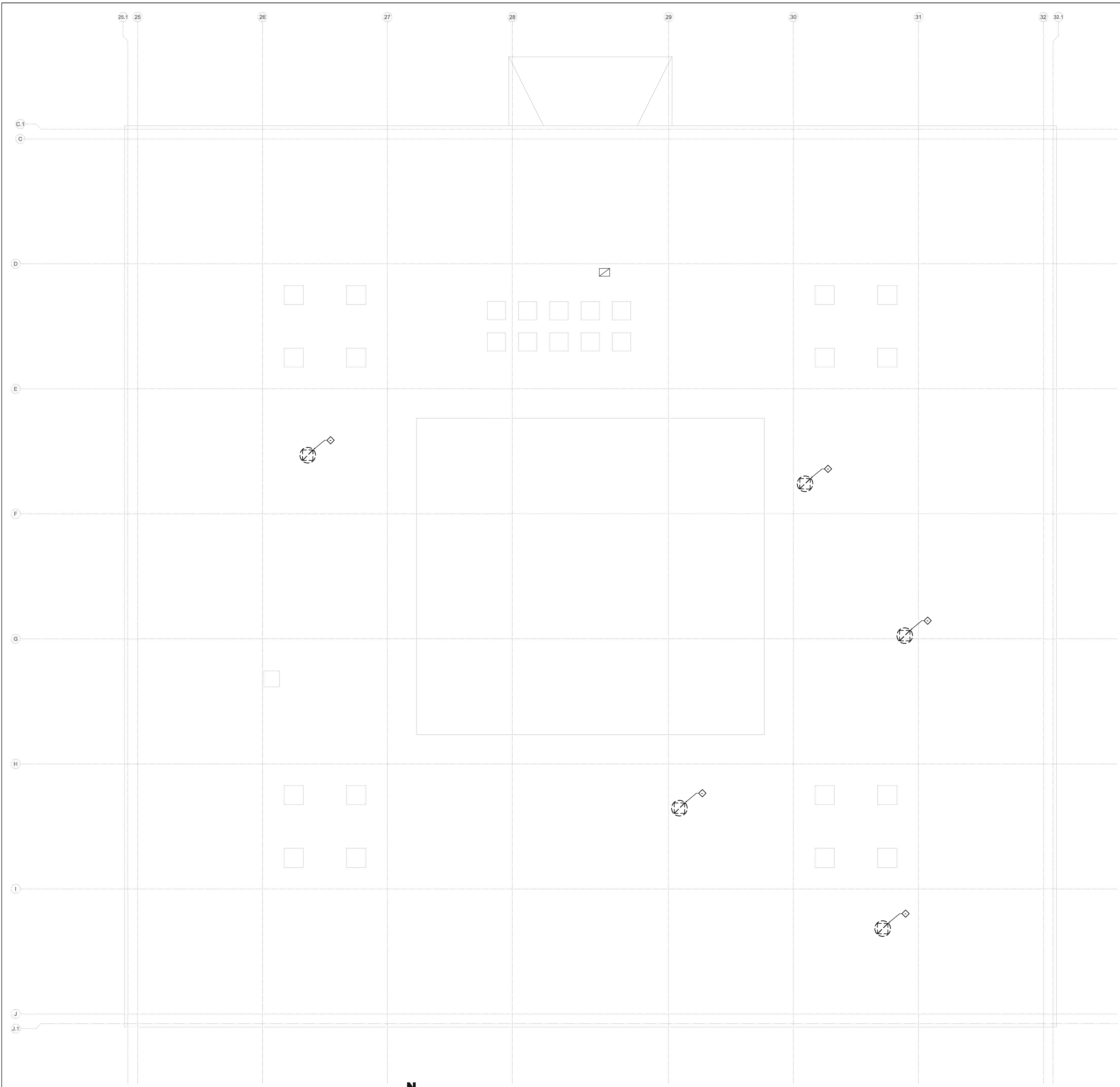
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 SHEET TITLE: UPPER LEVEL FLOOR PLAN DEMOLITION

UPPER LEVEL FLOOR PLAN DEMOLITION

SHEET #

H1.2

SCALE: AS NOTED  
 DATE: 2018-DEC-03



**ROOF PLAN - DEMOLITION**  
 Scale: 1/8" = 1'-0"

**KEYNOTES - DEMOLITION**

- 1 REMOVE EXISTING THERMOSTAT INCLUDING ALL ASSOCIATED WIRING OR PNEUMATIC TUBING BACK TO SOURCE. PATCH WALL TO MATCH EXISTING CONSTRUCTION AND FINISH.
- 2 REMOVE EXISTING GRILLE, REGISTER, OR DIFFUSER INCLUDING BRANCH DUCT BACK TO MAIN. WHERE EXISTING MAIN DUCTWORK IS SHOWN TO REMAIN, CAP BRANCH DUCT TAKE-OFF.
- 3 REMOVE EXISTING VAV BOX AND ALL ASSOCIATED CONTROL.
- 4 REMOVE EXISTING DUCTWORK AS SHOWN. REMOVE ALL ASSOCIATED DUCT ACCESSORIES INCLUDING FIRE DAMPERS, ATC DAMPER, DUCT HANGERS AND INSULATION. WHERE DUCTWORK IS SHOWN TO BE REMOVED BACK TO ACTIVE MAIN, CAP EXISTING TAKE-OFF AT MAIN. WHERE DUCTWORK PENETRATES AN EXISTING WALL OR FLOOR, PATCH EXISTING WALL OR FLOOR PENETRATIONS TO MATCH EXISTING CONSTRUCTION AND FIRE RATING.
- 5 PERFORM DUCT CLEANING IN ACCORDANCE WITH NADCA STANDARDS ON EXISTING DUCTWORK TO REMAIN IN SERVICE. PROVIDE 12 x 12 OR EQUIVALENT DUCT ACCESS PANELS AT 25' - 0" INTERVALS AND AT CHANGES IN DUCT DIRECTION TO FACILITATE CLEANING OPERATIONS.
- 6 REMOVE EXISTING CEILING-LINE EXHAUST FAN AND ALL ASSOCIATED DUCTWORK, SUPPORTS, AND CONTROLS. E.C. TO REMOVE POWER WIRING BACK TO SOURCE.
- 7 REMOVE EXISTING ELECTRIC DUCT COIL AND ALL ASSOCIATED CONTROLS. E.C. TO REMOVE POWER WIRING BACK TO SOURCE.
- 8 REMOVE EXISTING UNIT HEATER AND CONTROLS.
- 9 REMOVE EXISTING EXHAUST FAN AND ALL ASSOCIATED CONTROLS.
- 10 REMOVE EXISTING HW BASEBOARD AND ALL ASSOCIATED PIPING.
- 11 REPLACE EXISTING HW CABINET HEATER.



GODSHALL KANE O'ROURKE ARCHITECTS, LLC  
 300 Brookside Avenue  
 Building 18 - Suite 150  
 Allentown, PA 18102  
 T: 215.646.2003 F: 215.646.5707 W: gkarchitects.com



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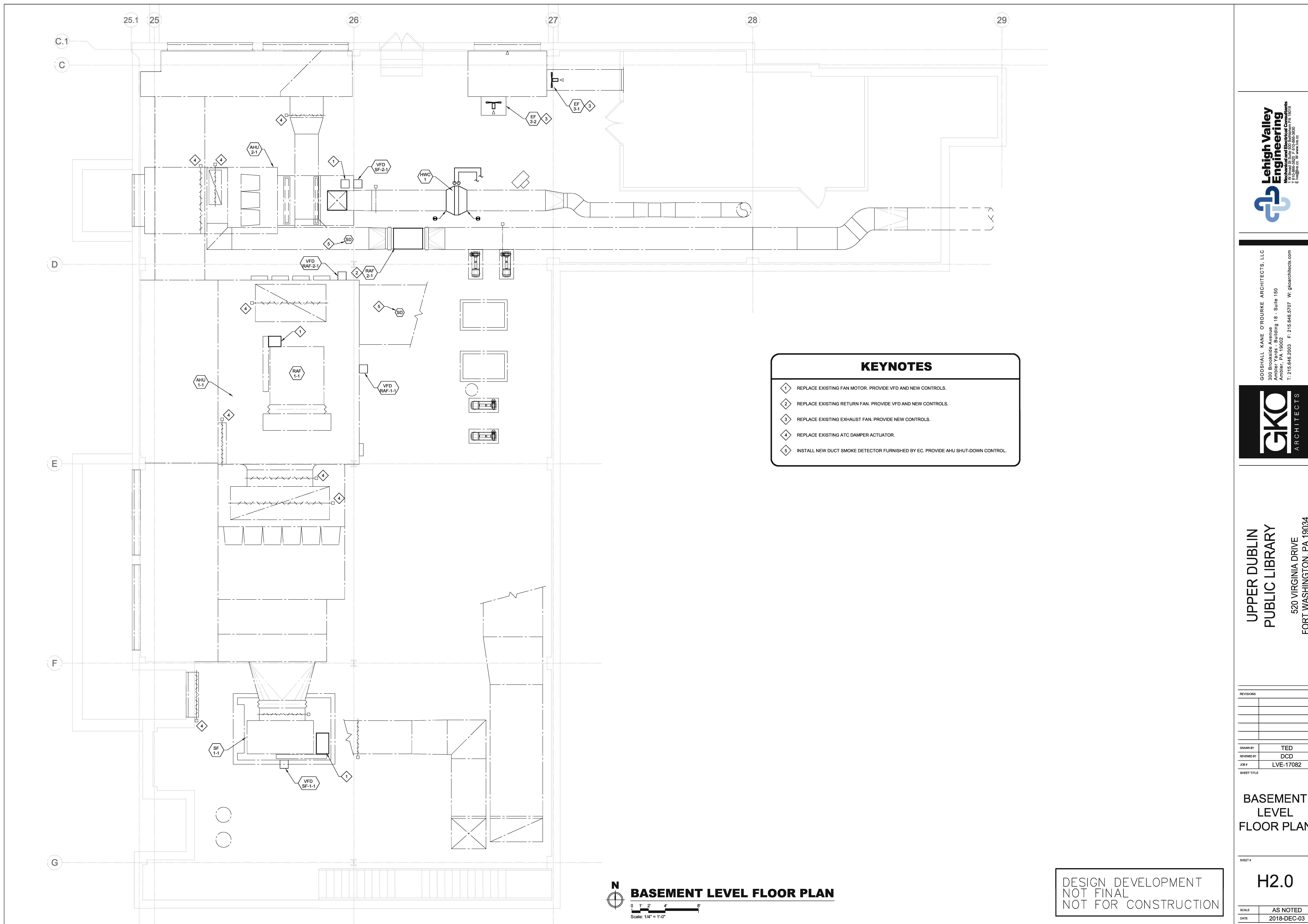
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SHEET #	

**ROOF PLAN  
 DEMOLITION**

SCALE AS NOTED  
 DATE 2018-DEC-03

**H1.3**

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KEYNOTES	
1	REPLACE EXISTING FAN MOTOR. PROVIDE VFD AND NEW CONTROLS.
2	REPLACE EXISTING RETURN FAN. PROVIDE VFD AND NEW CONTROLS.
3	REPLACE EXISTING EXHAUST FAN. PROVIDE NEW CONTROLS.
4	REPLACE EXISTING ATC DAMPER ACTUATOR.
5	INSTALL NEW DUCT SMOKE DETECTOR FURNISHED BY EC. PROVIDE AHU SHUT-DOWN CONTROL.

**N**  
**BASEMENT LEVEL FLOOR PLAN**  
 0 1' 2' 4' 8'  
 Scale: 1/4" = 1'-0"

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 300 Brookside Avenue  
 Suite 150  
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 T: 215.646.2003 F: 215.646.5707 W: gkarchitects.com

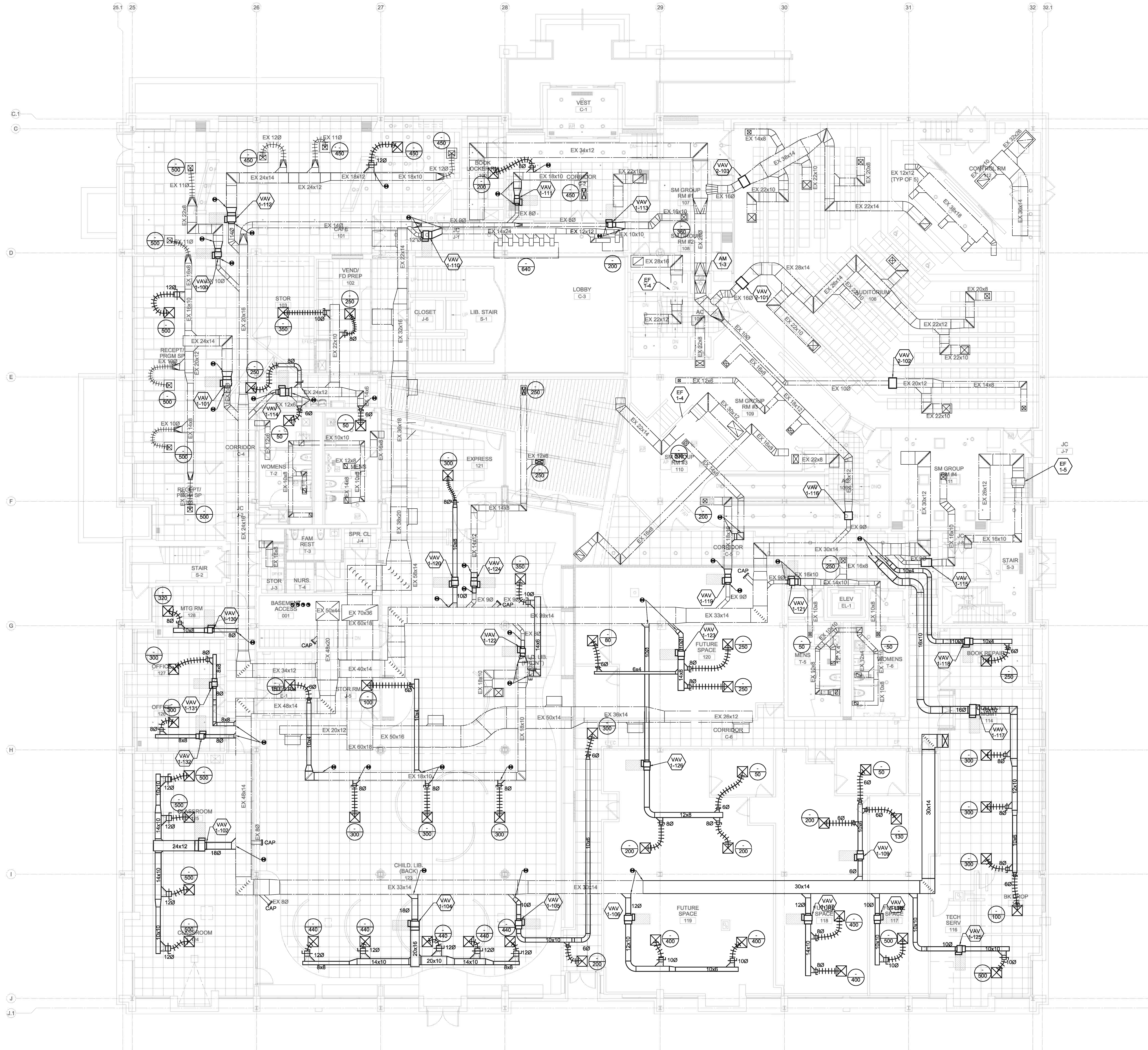


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BASEMENT  
 LEVEL  
 FLOOR PLAN

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**H2.0**  
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 DATE 2018-DEC-03



**GROUND LEVEL FLOOR PLAN**  
 Scale: 1/8" = 1'-0"

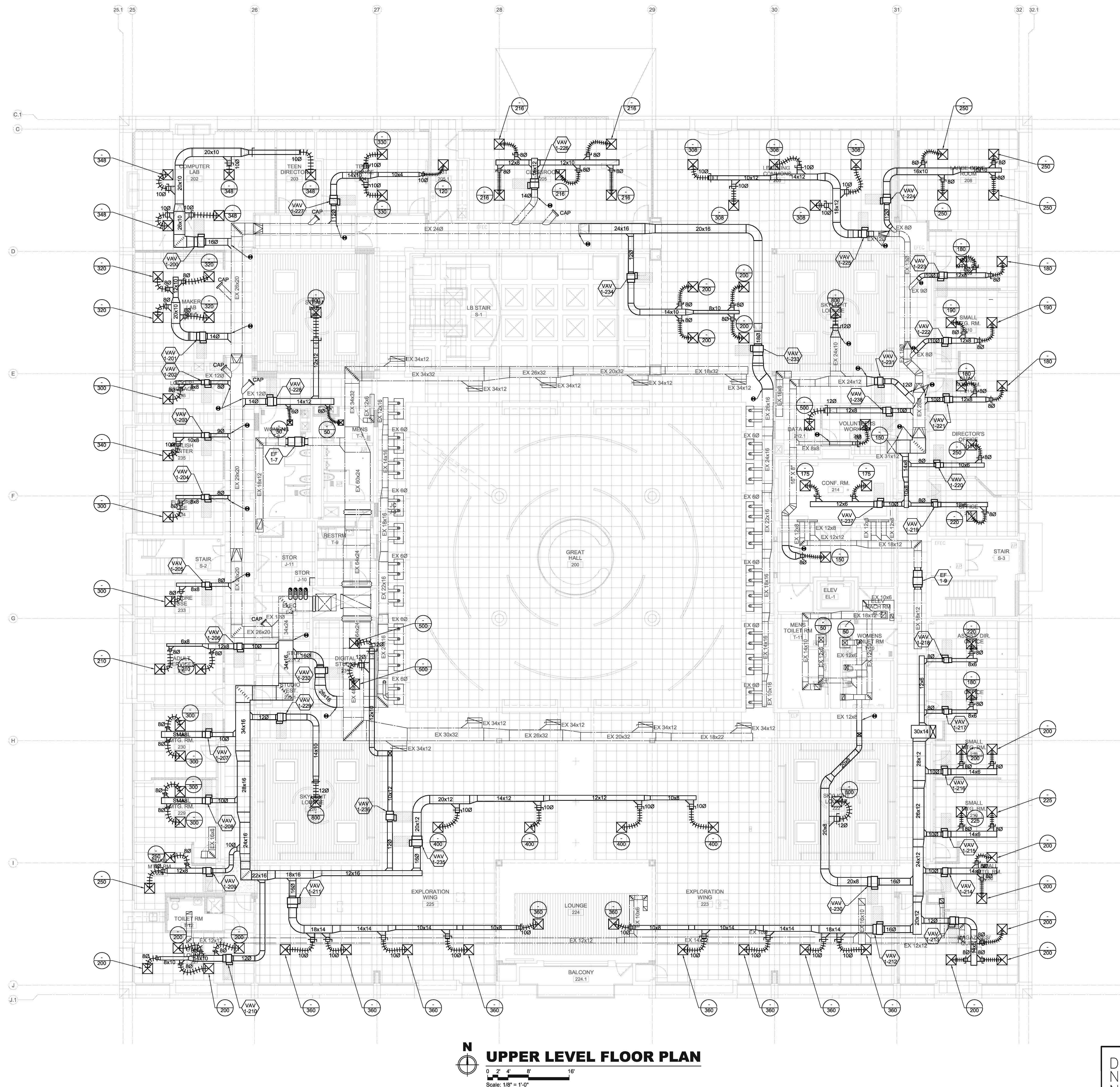
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SHEET TITLE	

**GROUND  
 LEVEL  
 FLOOR PLAN**

SHEET #	H2.1
SCALE	AS NOTED
DATE	2018-DEC-03



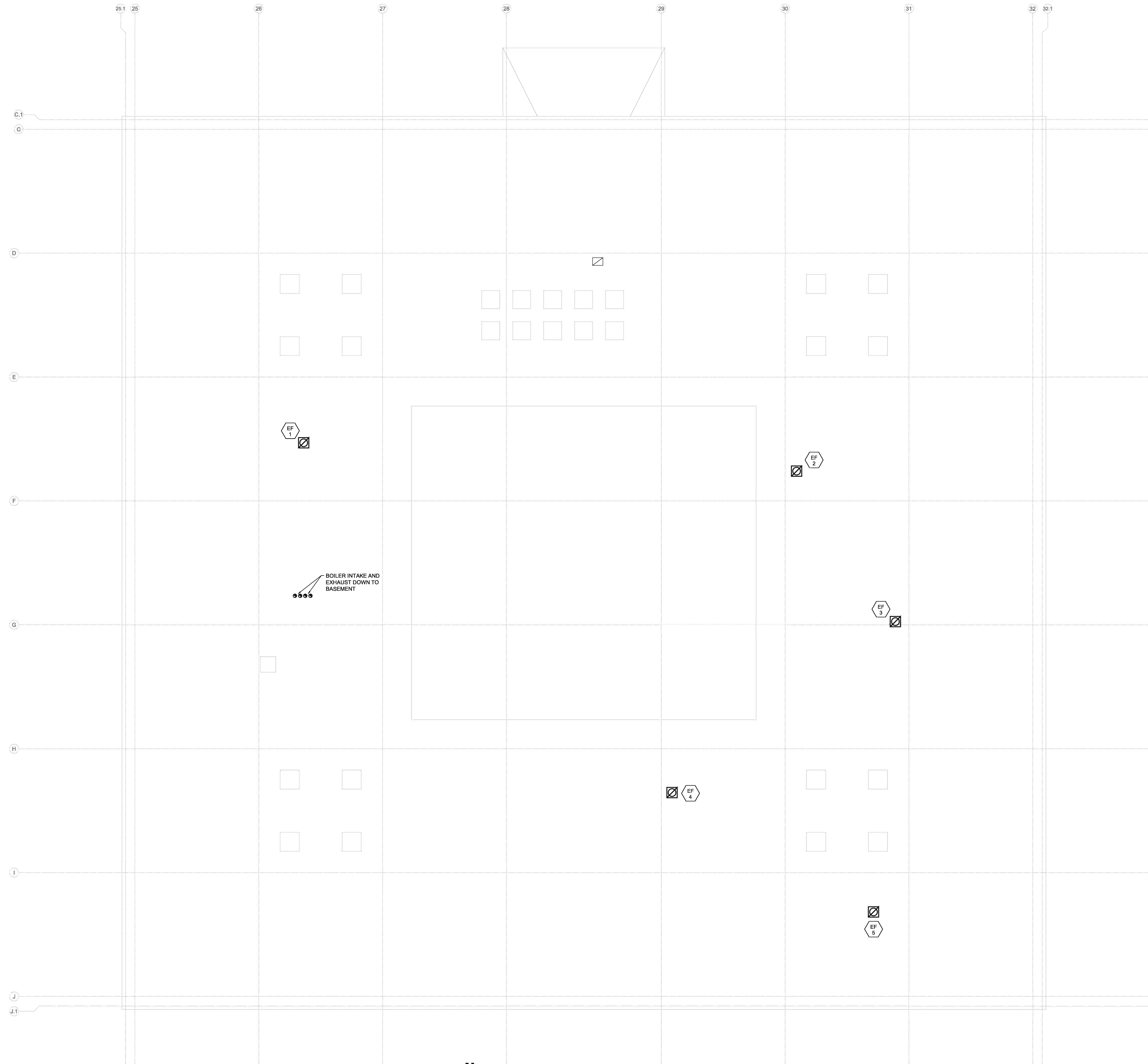
**UPPER LEVEL FLOOR PLAN**  
 Scale: 1/8" = 1'-0"

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**UPPER LEVEL FLOOR PLAN**



**N**  
**ROOF PLAN**  
 Scale: 1/8" = 1'-0"

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 300 Brookside Avenue  
 Ardmore, PA 19002  
 T: 215.646.2003 F: 215.646.5707 W: gkarchitects.com



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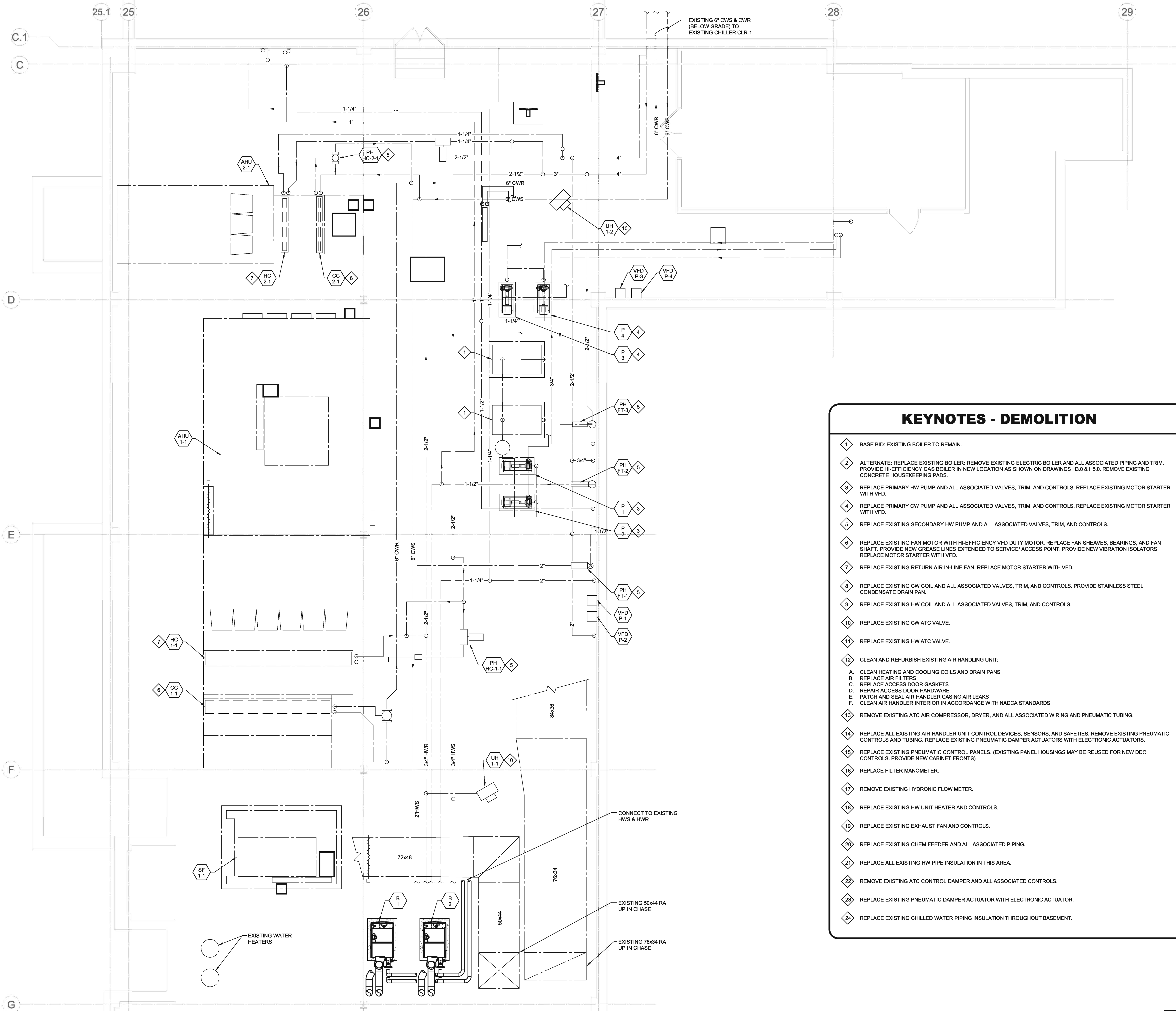
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ROOF PLAN

SHEET #

H2.3

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### KEYNOTES - DEMOLITION

- 1 BASE BID: EXISTING BOILER TO REMAIN.
- 2 ALTERNATE: REPLACE EXISTING BOILER: REMOVE EXISTING ELECTRIC BOILER AND ALL ASSOCIATED PIPING AND TRIM. PROVIDE HI-EFFICIENCY GAS BOILER IN NEW LOCATION AS SHOWN ON DRAWINGS H3.0 & H5.0. REMOVE EXISTING CONCRETE HOUSEKEEPING PADS.
- 3 REPLACE PRIMARY HW PUMP AND ALL ASSOCIATED VALVES, TRIM, AND CONTROLS. REPLACE EXISTING MOTOR STARTER WITH VFD.
- 4 REPLACE PRIMARY CW PUMP AND ALL ASSOCIATED VALVES, TRIM, AND CONTROLS. REPLACE EXISTING MOTOR STARTER WITH VFD.
- 5 REPLACE EXISTING SECONDARY HW PUMP AND ALL ASSOCIATED VALVES, TRIM, AND CONTROLS.
- 6 REPLACE EXISTING FAN MOTOR WITH HI-EFFICIENCY VFD DUTY MOTOR. REPLACE FAN SHEAVES, BEARINGS, AND FAN SHAFT. PROVIDE NEW GREASE LINES EXTENDED TO SERVICE/ ACCESS POINT. PROVIDE NEW VIBRATION ISOLATORS. REPLACE MOTOR STARTER WITH VFD.
- 7 REPLACE EXISTING RETURN AIR IN-LINE FAN. REPLACE MOTOR STARTER WITH VFD.
- 8 REPLACE EXISTING CW COIL AND ALL ASSOCIATED VALVES, TRIM, AND CONTROLS. PROVIDE STAINLESS STEEL CONDENSATE DRAIN PAN.
- 9 REPLACE EXISTING HW COIL AND ALL ASSOCIATED VALVES, TRIM, AND CONTROLS.
- 10 REPLACE EXISTING CW ATC VALVE.
- 11 REPLACE EXISTING HW ATC VALVE.
- 12 CLEAN AND REFURBISH EXISTING AIR HANDLING UNIT:
  - A. CLEAN HEATING AND COOLING COILS AND DRAIN PANS
  - B. REPLACE AIR FILTERS
  - C. REPLACE ACCESS DOOR GASKETS
  - D. REPAIR ACCESS DOOR HARDWARE
  - E. PATCH AND SEAL AIR HANDLER CASING AIR LEAKS
  - F. CLEAN AIR HANDLER INTERIOR IN ACCORDANCE WITH NADCA STANDARDS
- 13 REMOVE EXISTING ATC AIR COMPRESSOR, DRYER, AND ALL ASSOCIATED WIRING AND PNEUMATIC TUBING.
- 14 REPLACE ALL EXISTING AIR HANDLER UNIT CONTROL DEVICES, SENSORS, AND SAFETIES. REMOVE EXISTING PNEUMATIC CONTROLS AND TUBING. REPLACE EXISTING PNEUMATIC DAMPER ACTUATORS WITH ELECTRONIC ACTUATORS.
- 15 REPLACE EXISTING PNEUMATIC CONTROL PANELS. (EXISTING PANEL HOUSINGS MAY BE REUSED FOR NEW DDC CONTROLS. PROVIDE NEW CABINET FRONTS)
- 16 REPLACE FILTER MANOMETER.
- 17 REMOVE EXISTING HYDRONIC FLOW METER.
- 18 REPLACE EXISTING HW UNIT HEATER AND CONTROLS.
- 19 REPLACE EXISTING EXHAUST FAN AND CONTROLS.
- 20 REPLACE EXISTING CHEM FEEDER AND ALL ASSOCIATED PIPING.
- 21 REPLACE ALL EXISTING HW PIPE INSULATION IN THIS AREA.
- 22 REMOVE EXISTING ATC CONTROL DAMPER AND ALL ASSOCIATED CONTROLS.
- 23 REPLACE EXISTING PNEUMATIC DAMPER ACTUATOR WITH ELECTRONIC ACTUATOR.
- 24 REPLACE EXISTING CHILLED WATER PIPING INSULATION THROUGHOUT BASEMENT.



### BASEMENT LEVEL FLOOR PLAN

0 1' 2' 4' 8'  
Scale: 1/4" = 1'-0"

DESIGN DEVELOPMENT  
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GODSHALL KANE O'ROURKE ARCHITECTS, LLC  
300 Brookside Avenue  
Upper Merion Station, PA 19002  
T: 215.646.2003 F: 215.646.5707 W: gkearchitects.com



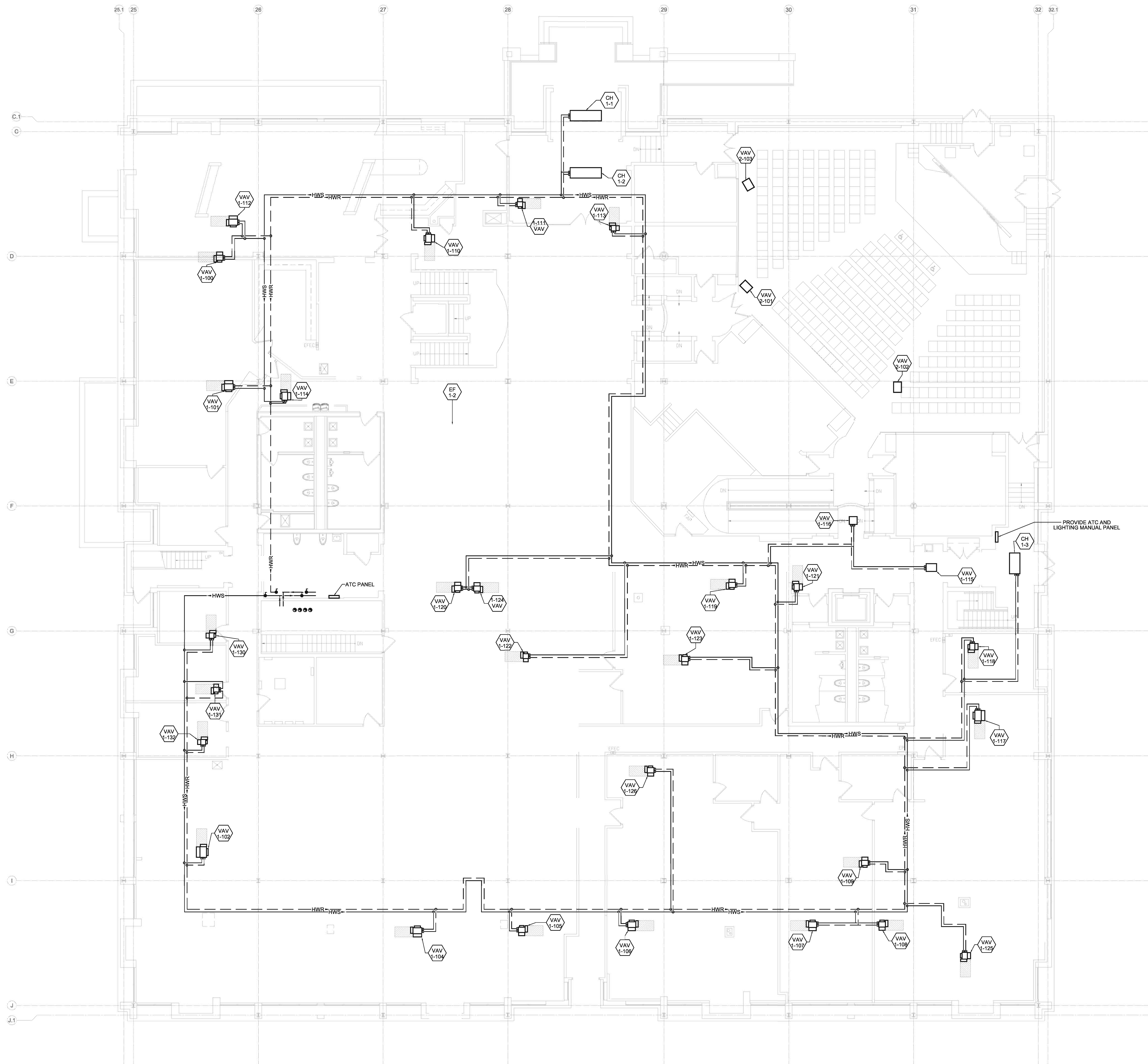
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LEVEL  
FLOOR PLAN

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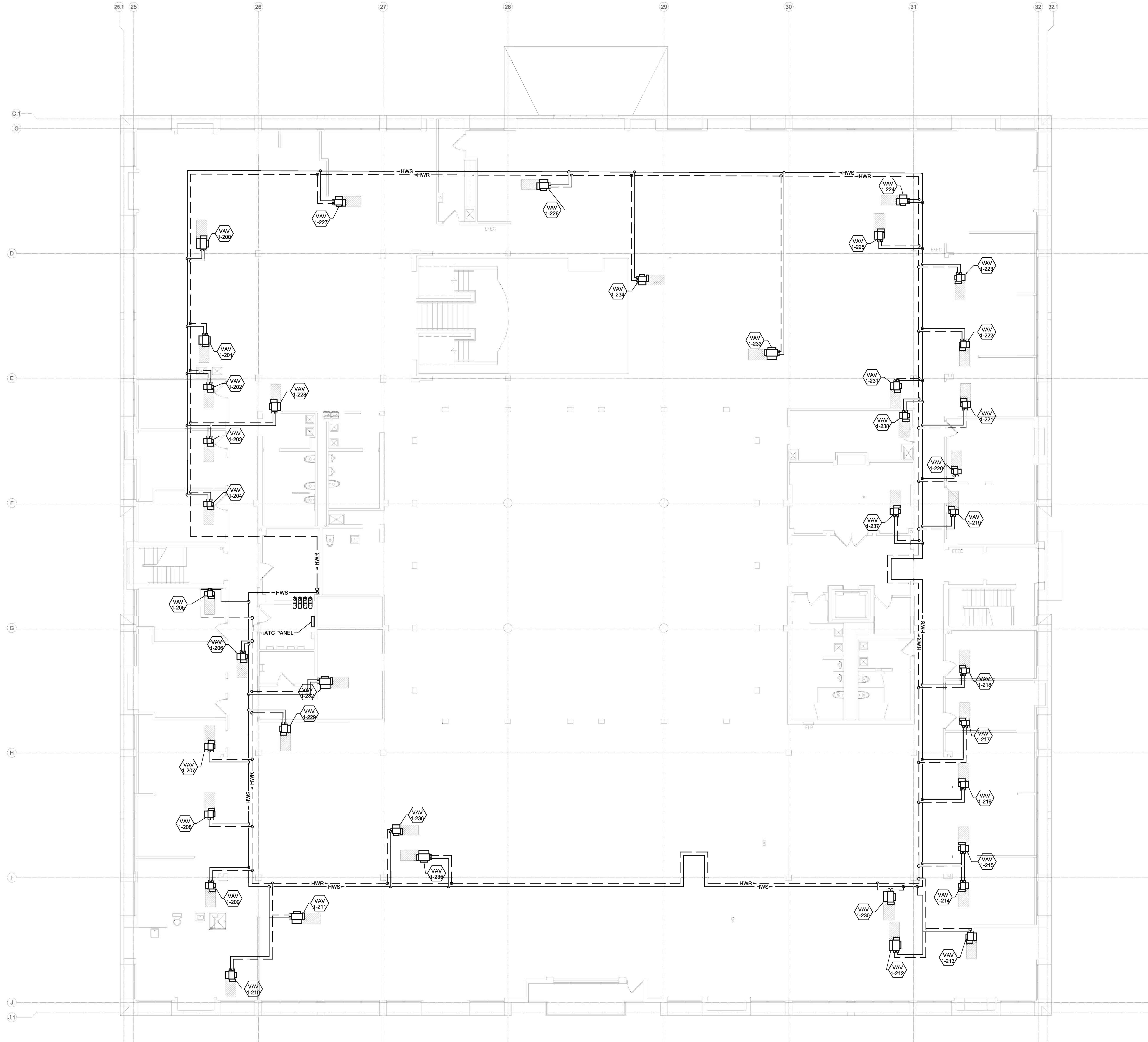


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GROUND LEVEL FLOOR PLAN

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**UPPER LEVEL PIPING PLAN**  
 Scale: 1/8" = 1'-0"

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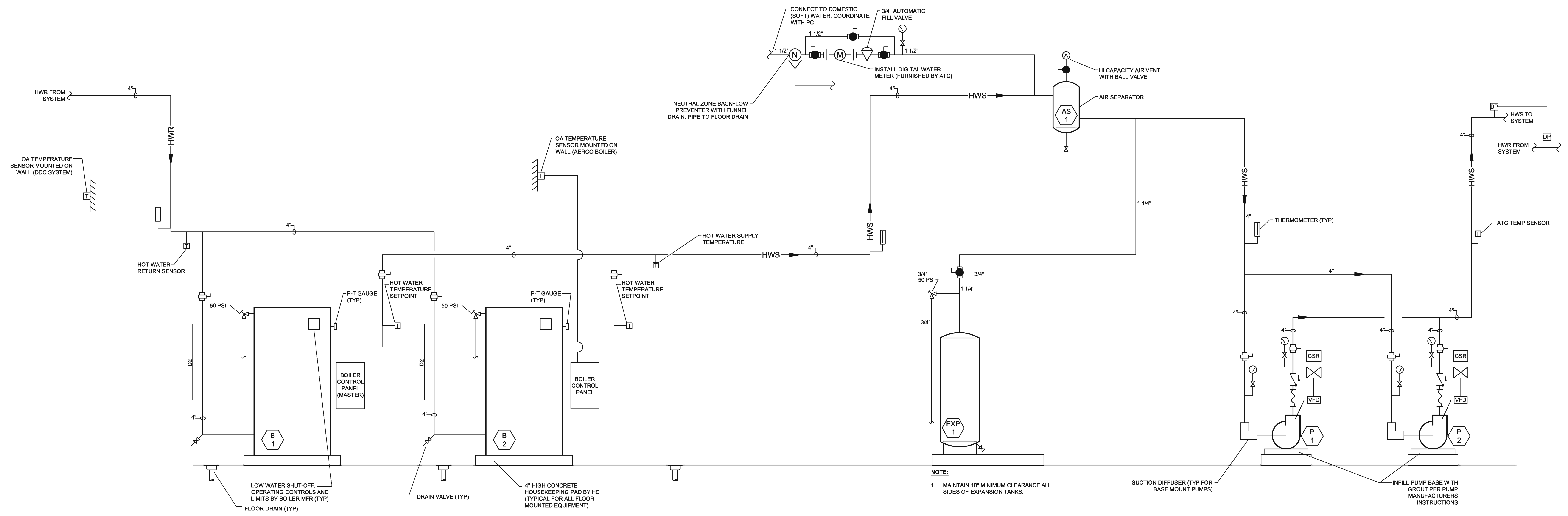


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 LEVEL  
 FLOOR PLAN

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**BOILER PIPING DIAGRAM**

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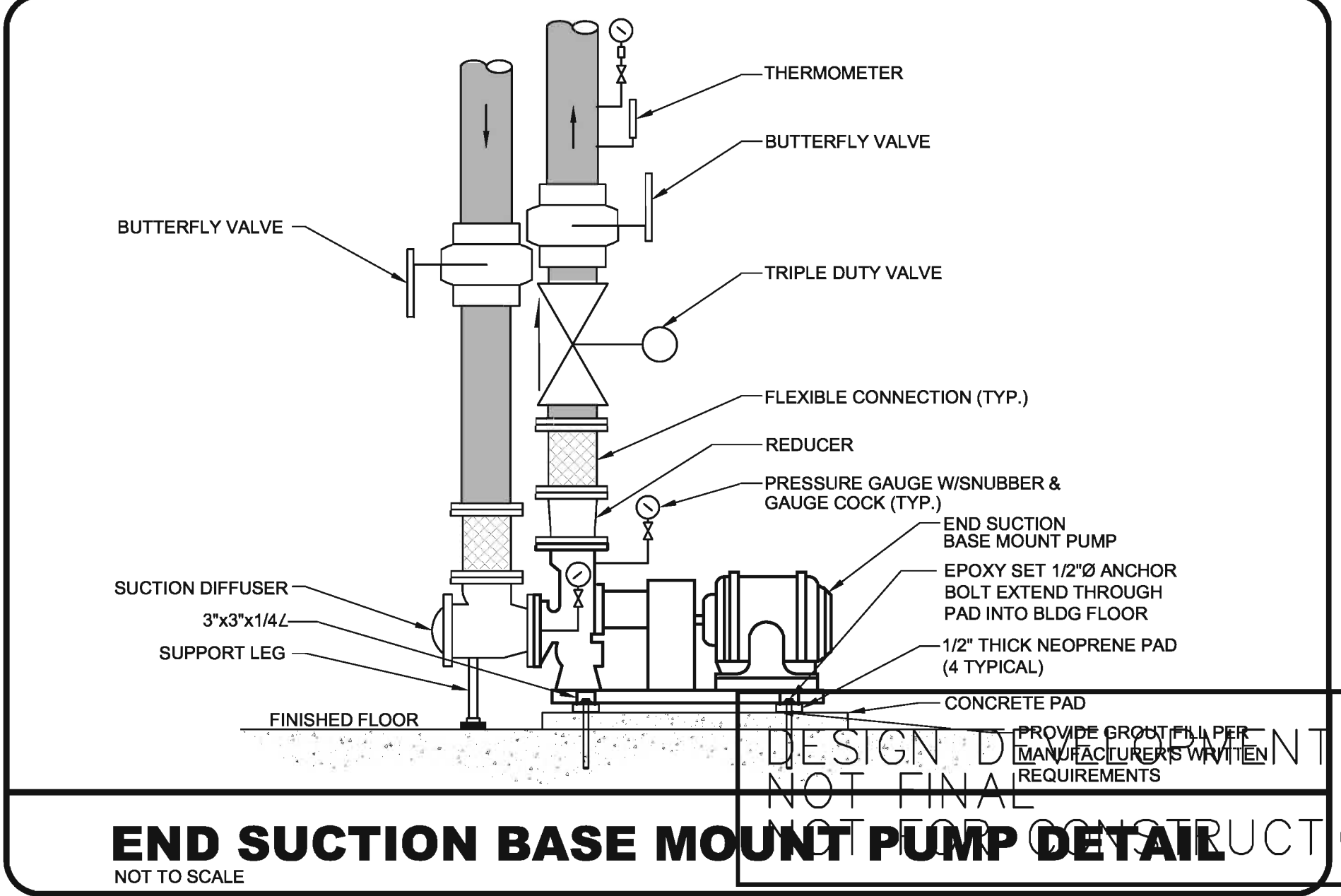
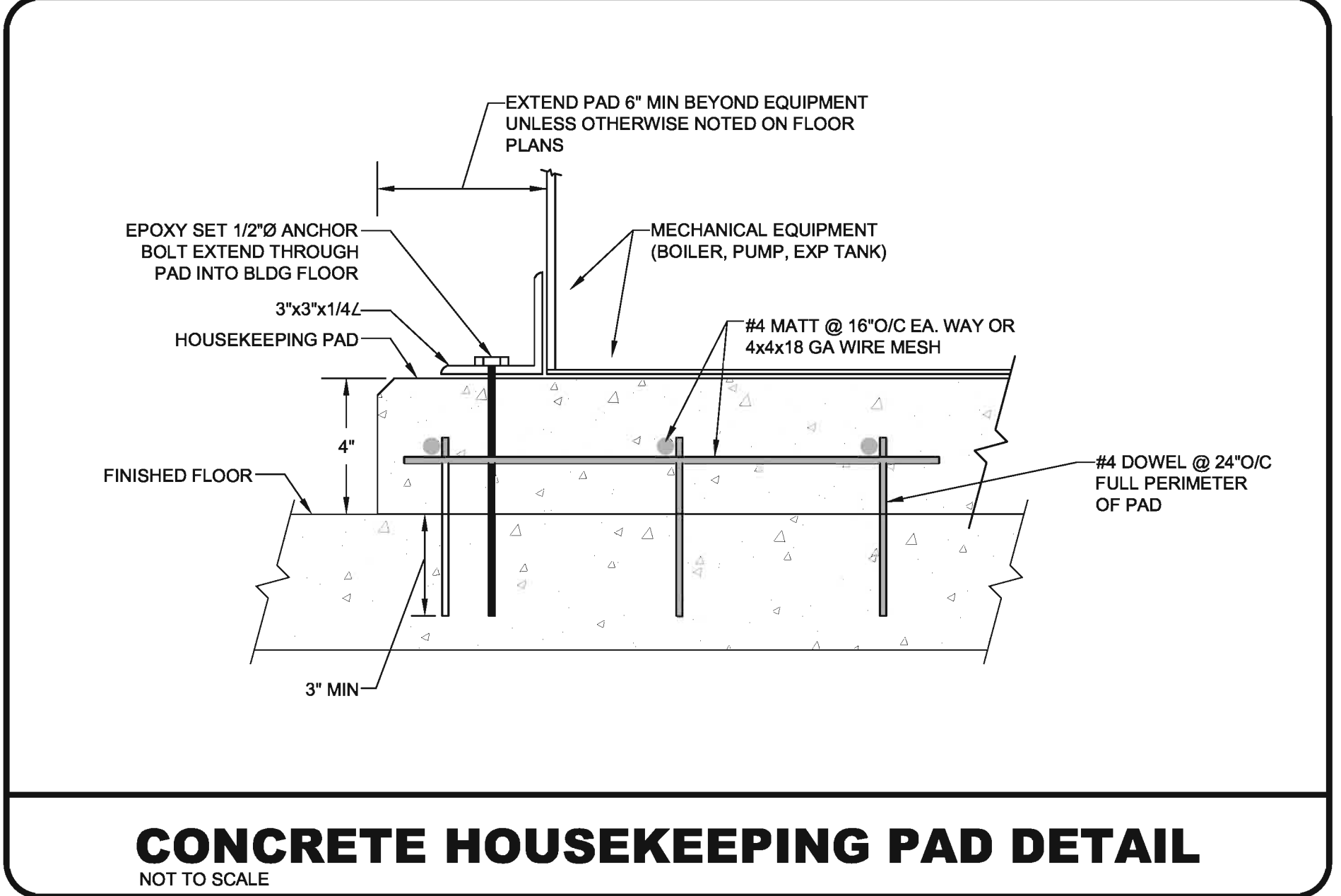
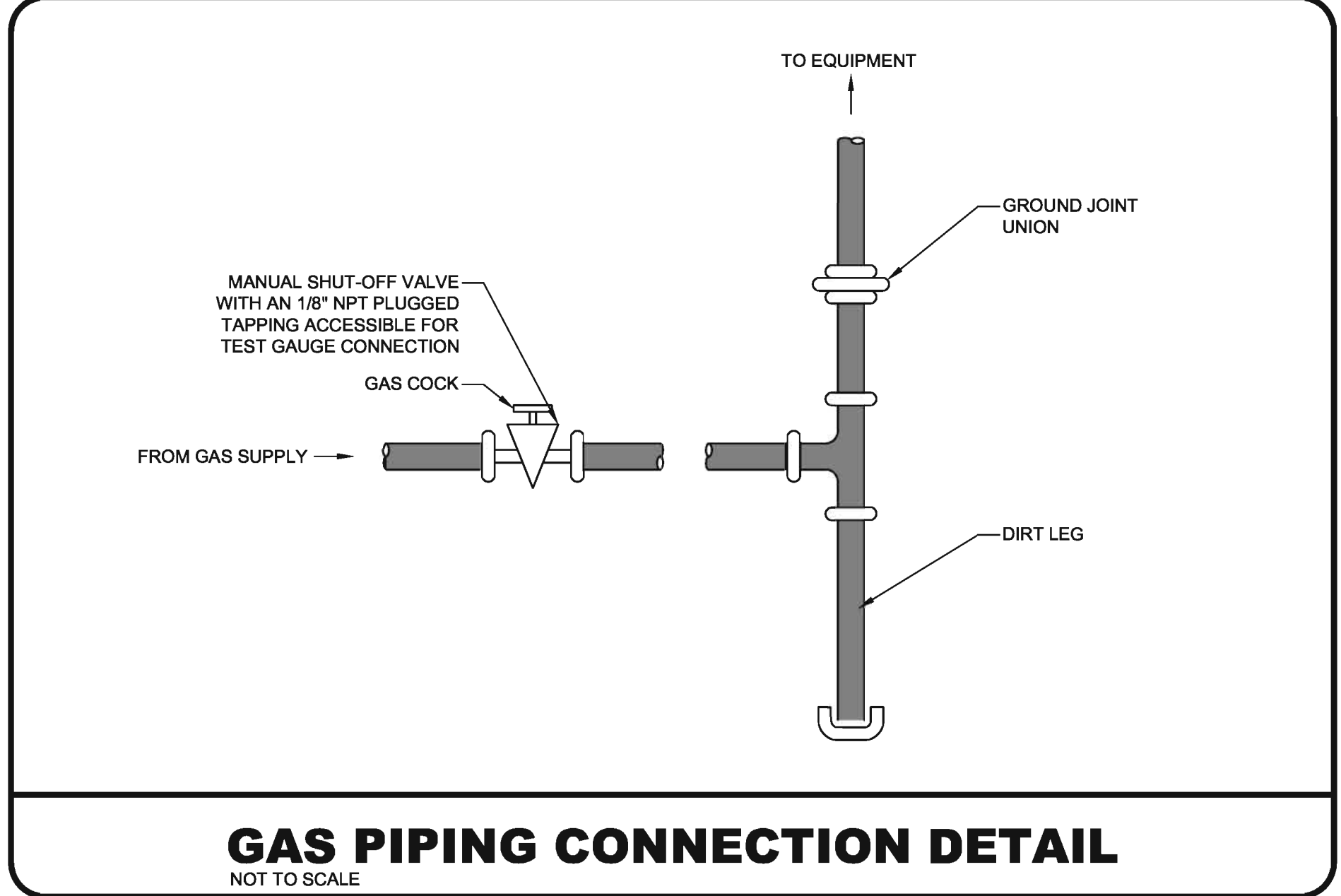
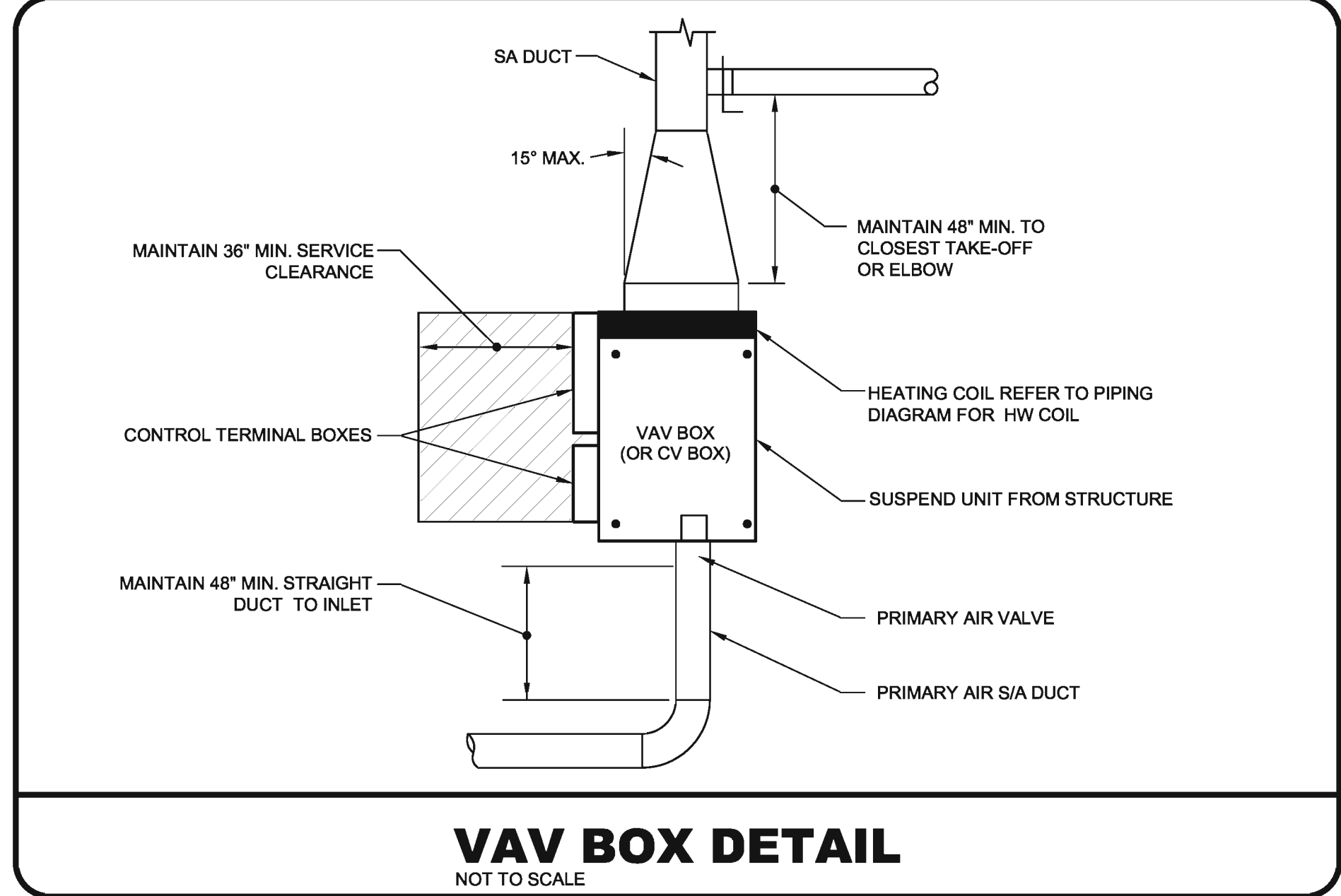
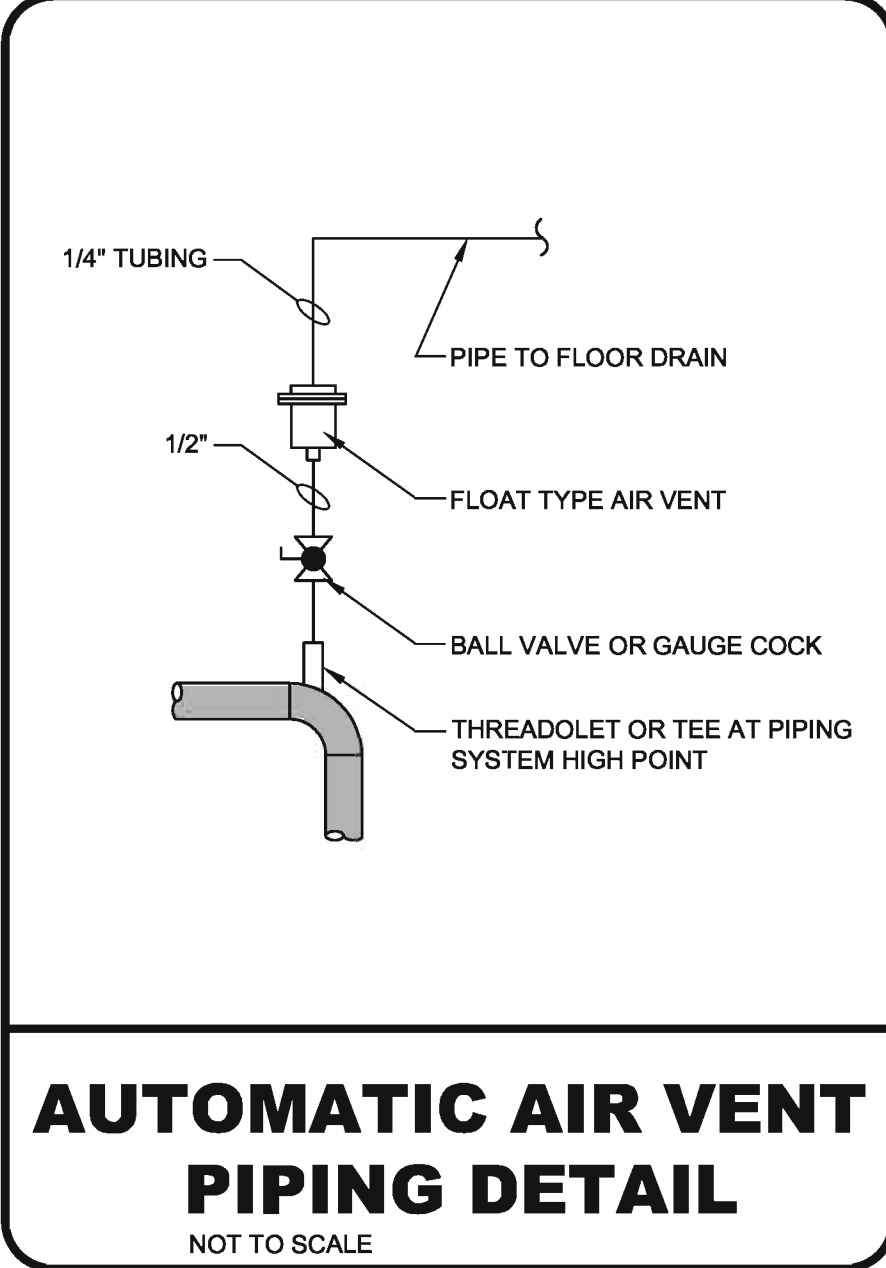
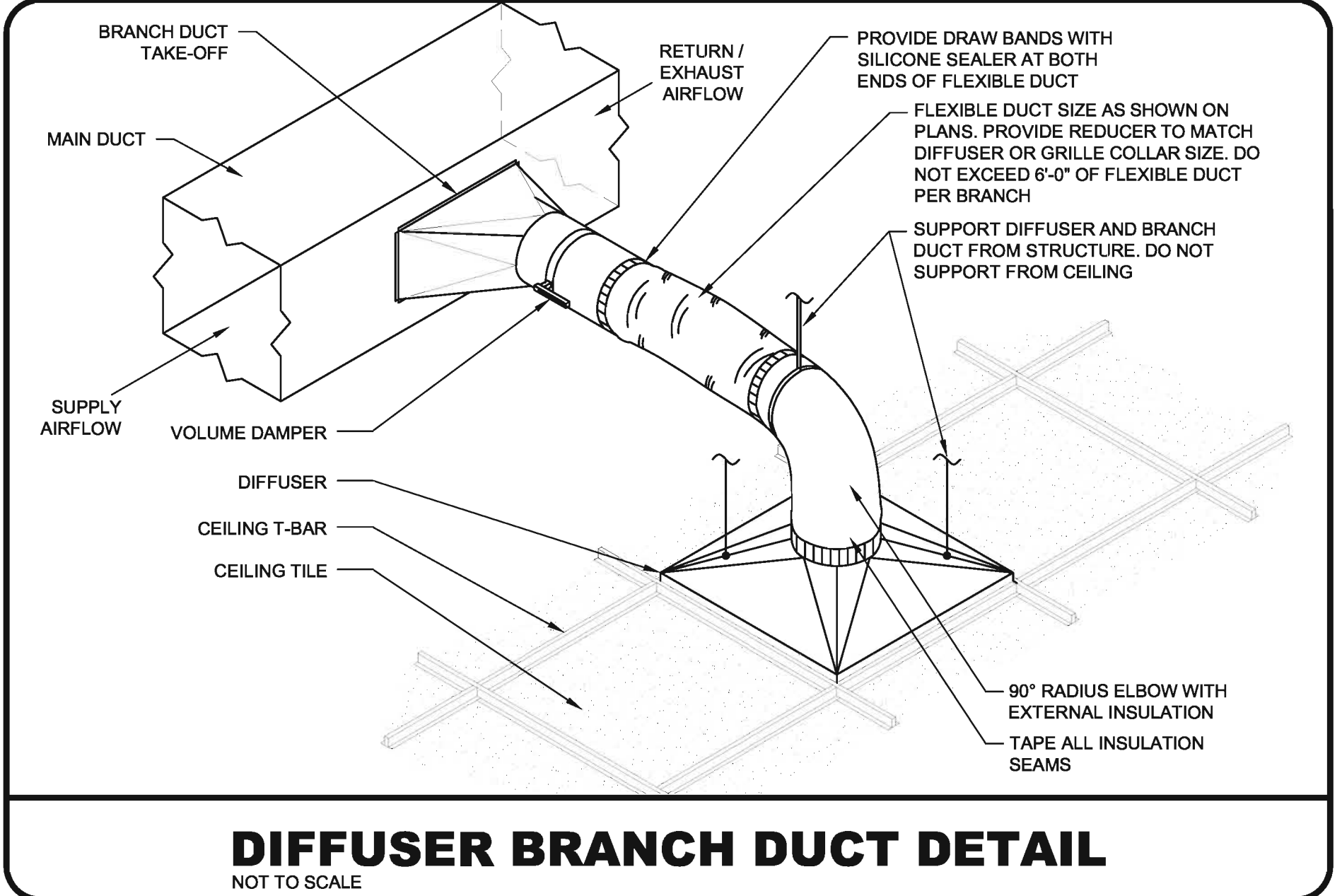
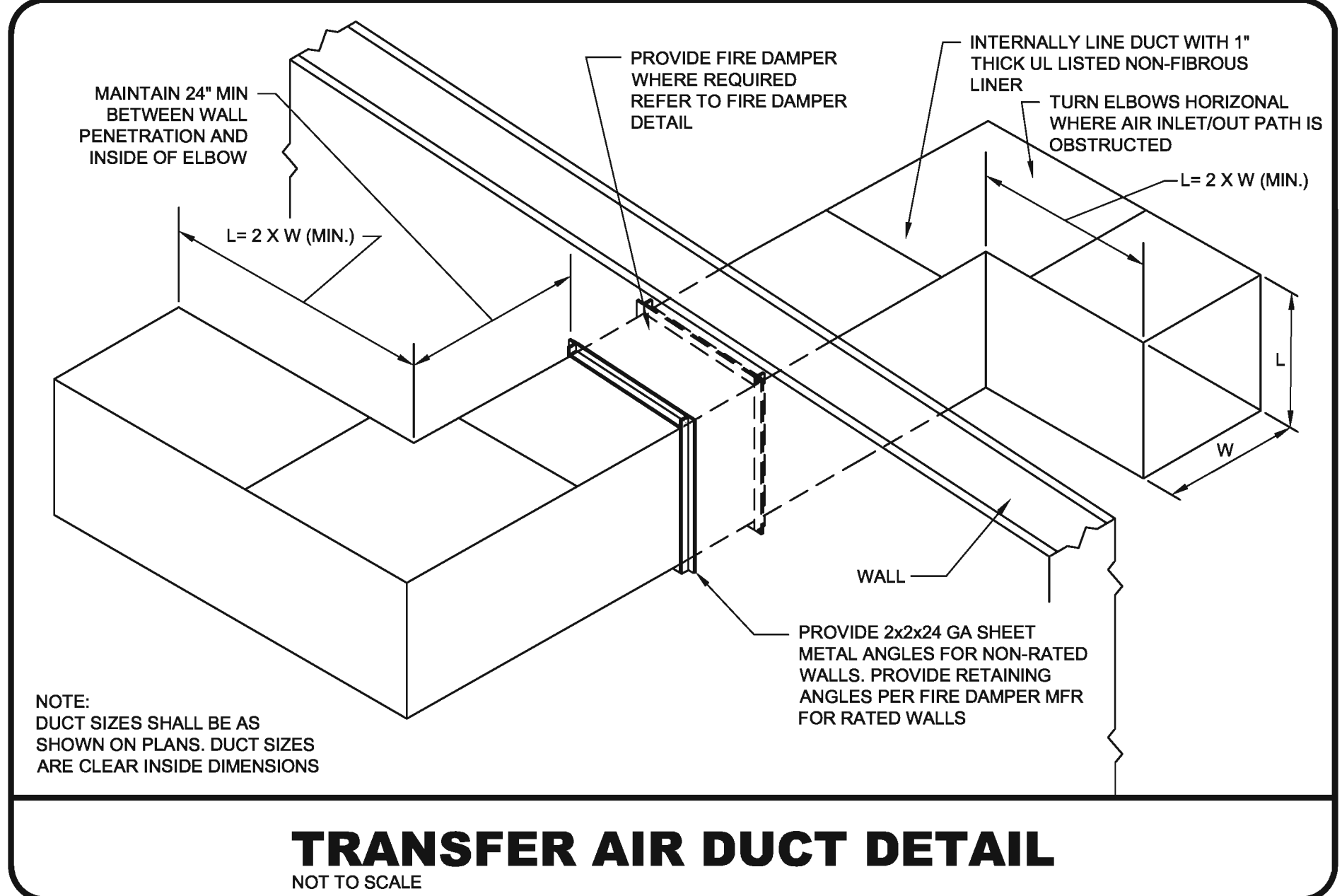
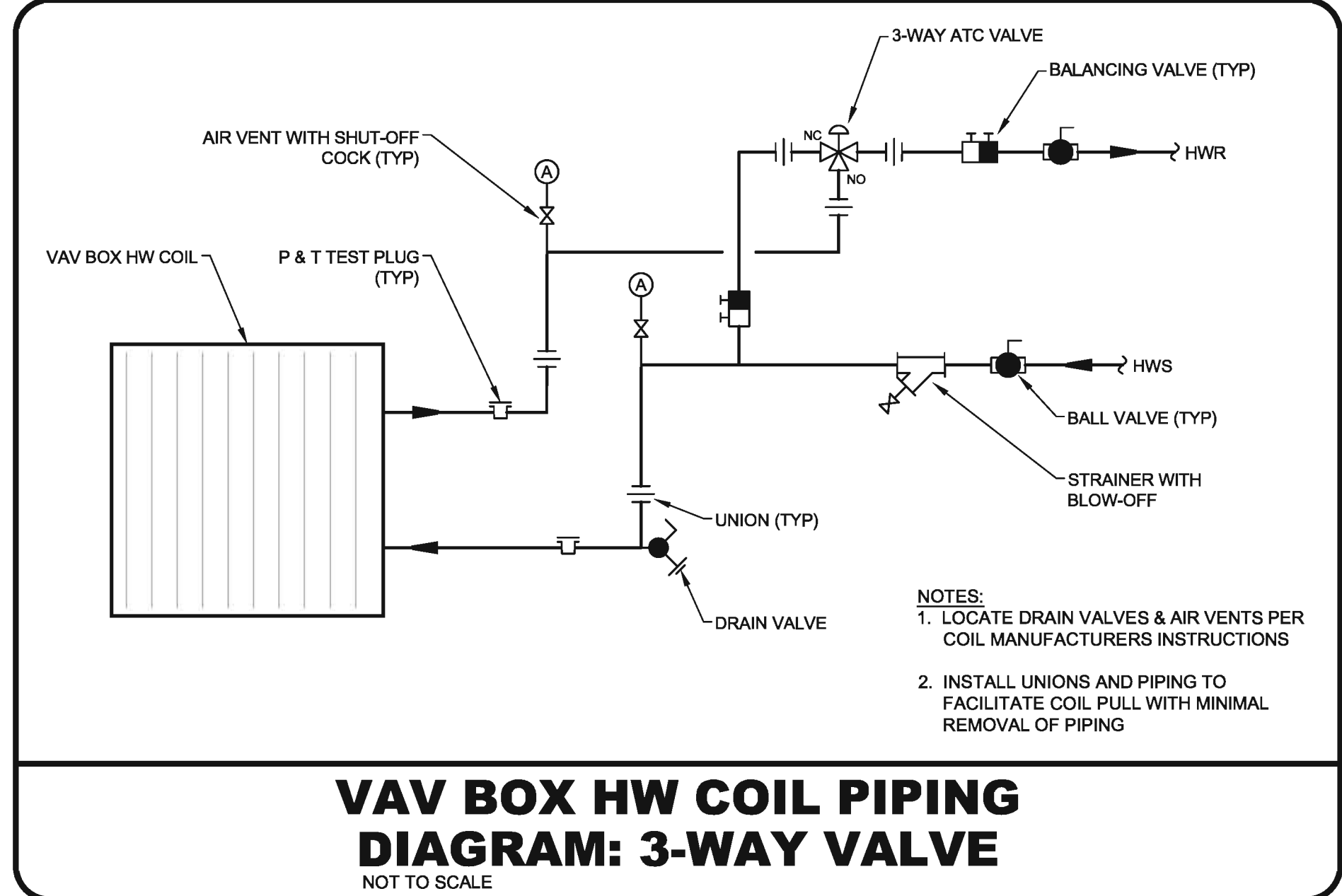
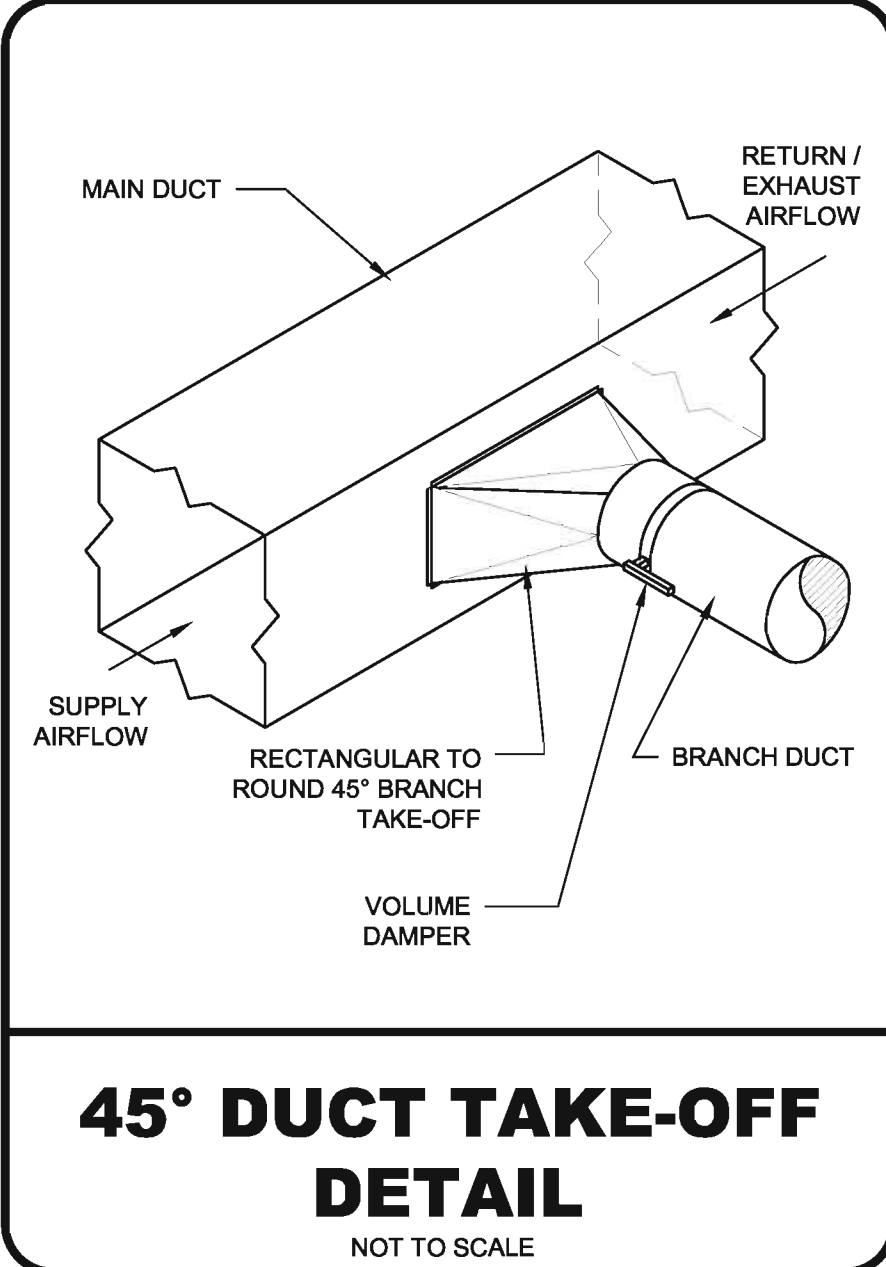
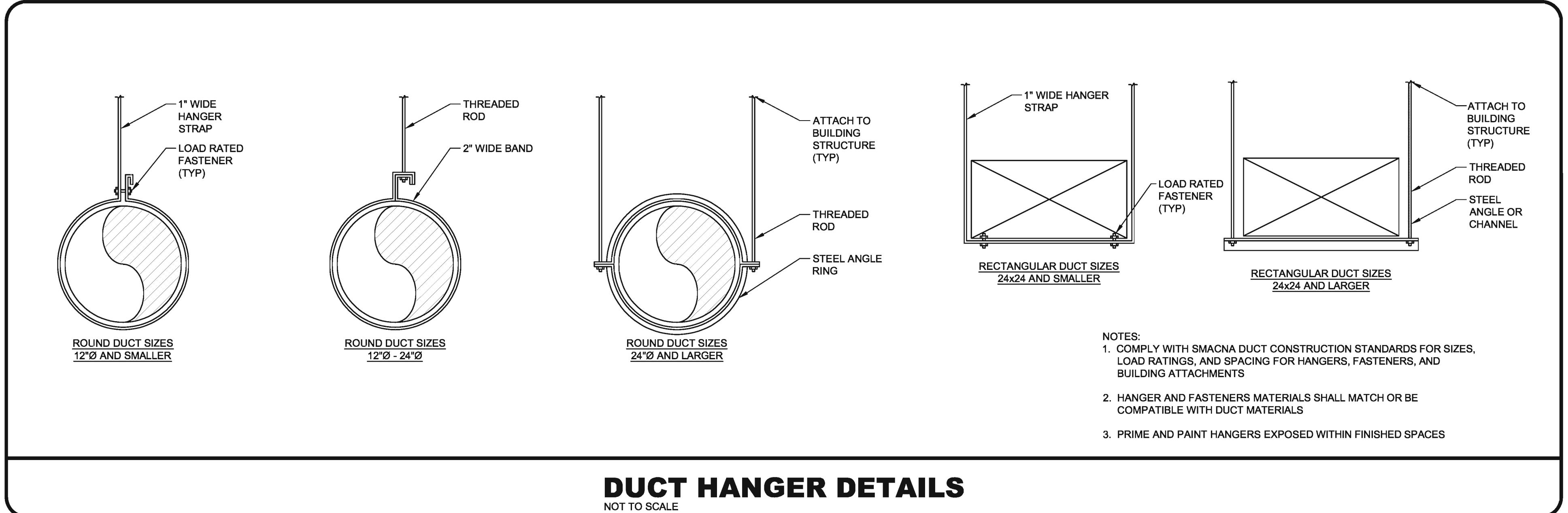
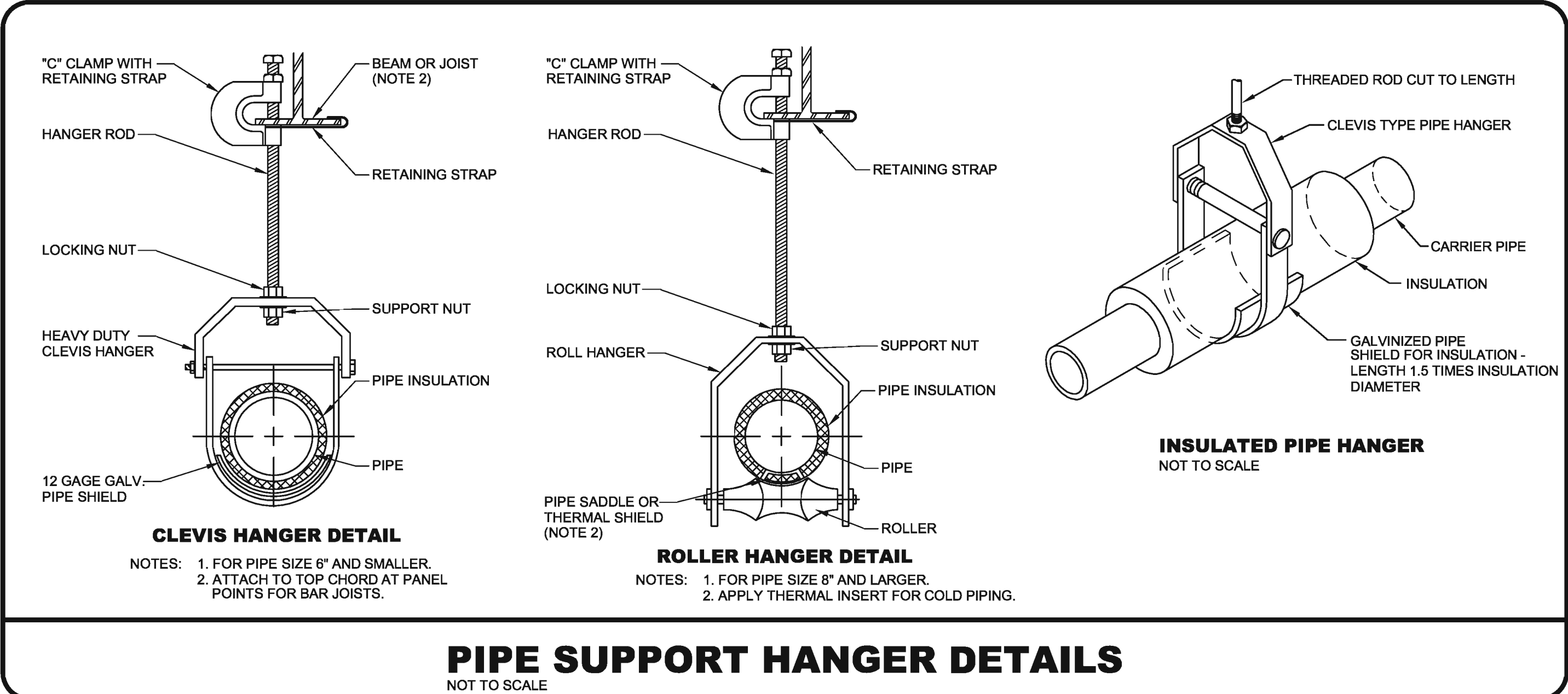
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SHEET #

**H6.1**

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DATE	2018-DEC-03



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DETAILS

SHEET #

H7.1

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 DATE 2018-DEC-03

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EQUIPMENT TYPES

Table with 2 columns: Equipment Code and Description. Includes items like ATS (Automatic Transfer Switch), CB (Photovoltaic DC Combiner Box), and UPS (Uninterruptible Power Supply).

ELECTRICAL SYMBOLS

LIGHTING

Table of Lighting symbols and descriptions. Includes S (Single Pole Switch), S3 (3-Way Switch), S2 (4-Way Switch), and various luminaire symbols.

GENERAL ELECTRIC

Table of General Electric symbols and descriptions. Includes S1 (Switch with Pilot Light), S2 (FAN Switch), S3 (MOTOR STARTER), and various receptacle symbols.

FIRE ALARM

Table of Fire Alarm symbols and descriptions. Includes SD (Smoke Detector), HD (Heat Detector), and RTR (Firefighter Telephone Jack).

SECURITY

Table of Security symbols and descriptions. Includes PB (Panic Button), DC (Door Contact), and MS (Magnetic Door Lock).

COMMUNICATIONS

Table of Communications symbols and descriptions. Includes TC (Television Cable Outlet), SD (Single Data Outlet), and TT (Telephone Outlet).

PAGING AND PROGRAM

Table of Paging and Program symbols and descriptions. Includes CS (Ceiling Mounted Speaker), AS (Addressable Speaker), and HS (Horn Speaker).

COMMON ABBREVIATIONS

Large table of common abbreviations and their meanings. Includes A/E (Architect/Engineer), ABV (Above Ceiling), AFF (Above Finished Floor), and many others.

COMMON SYMBOLS

Table of common symbols used in drawings, including PLAN NORTH, SECTION ID, REVISION CLOUD, and ELEVATION symbols.

DRAWING LIST

Table listing drawing sheets by number and description. Includes F0.1 (Cover Sheet), F0.2 (Ground Level Floor Plan), and various P-level sheets for different levels and systems.

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GODSHALL KANE O'ROURKE ARCHITECTS, LLC
300 Brookside Avenue
Philadelphia, PA 19102
T: 215.646.2003 F: 215.646.5707 W: gkarchitects.com

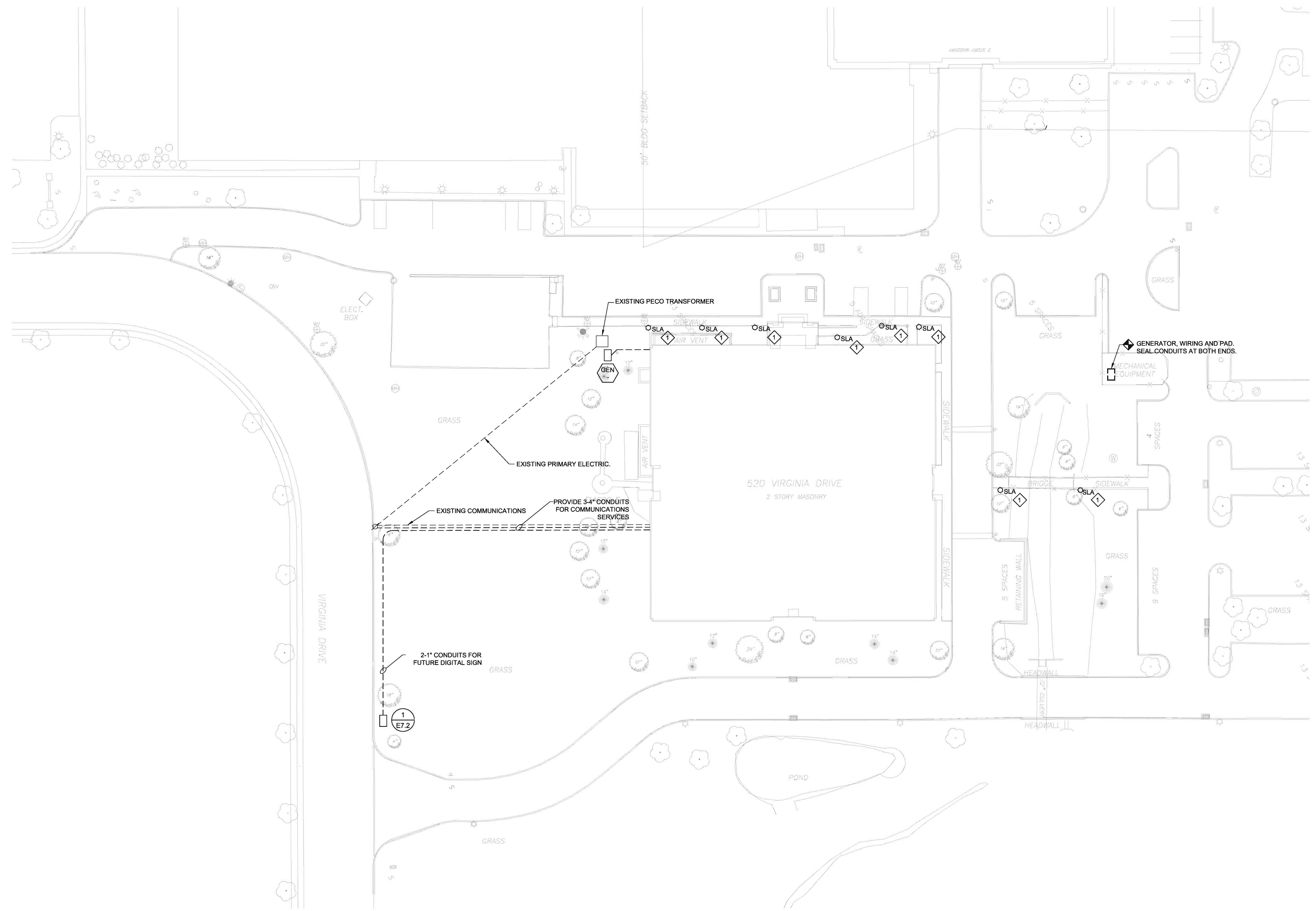


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REVISIONS table with columns for revision number, description, and date.

COVER SHEET information including SHEET # (E0.1), SCALE (AS NOTED), DATE (2018-DEC-03), and DRAWN BY (MAS).





**N SITE PLAN**  
 0 10' 30' 60'  
 Scale: 1" = 30'-0"

**KEY NOTES**

- ◆ PROVIDE NEW CONCRETE BASE AND LUMINAIRE IN PLACE OF EXISTING.

**DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION**



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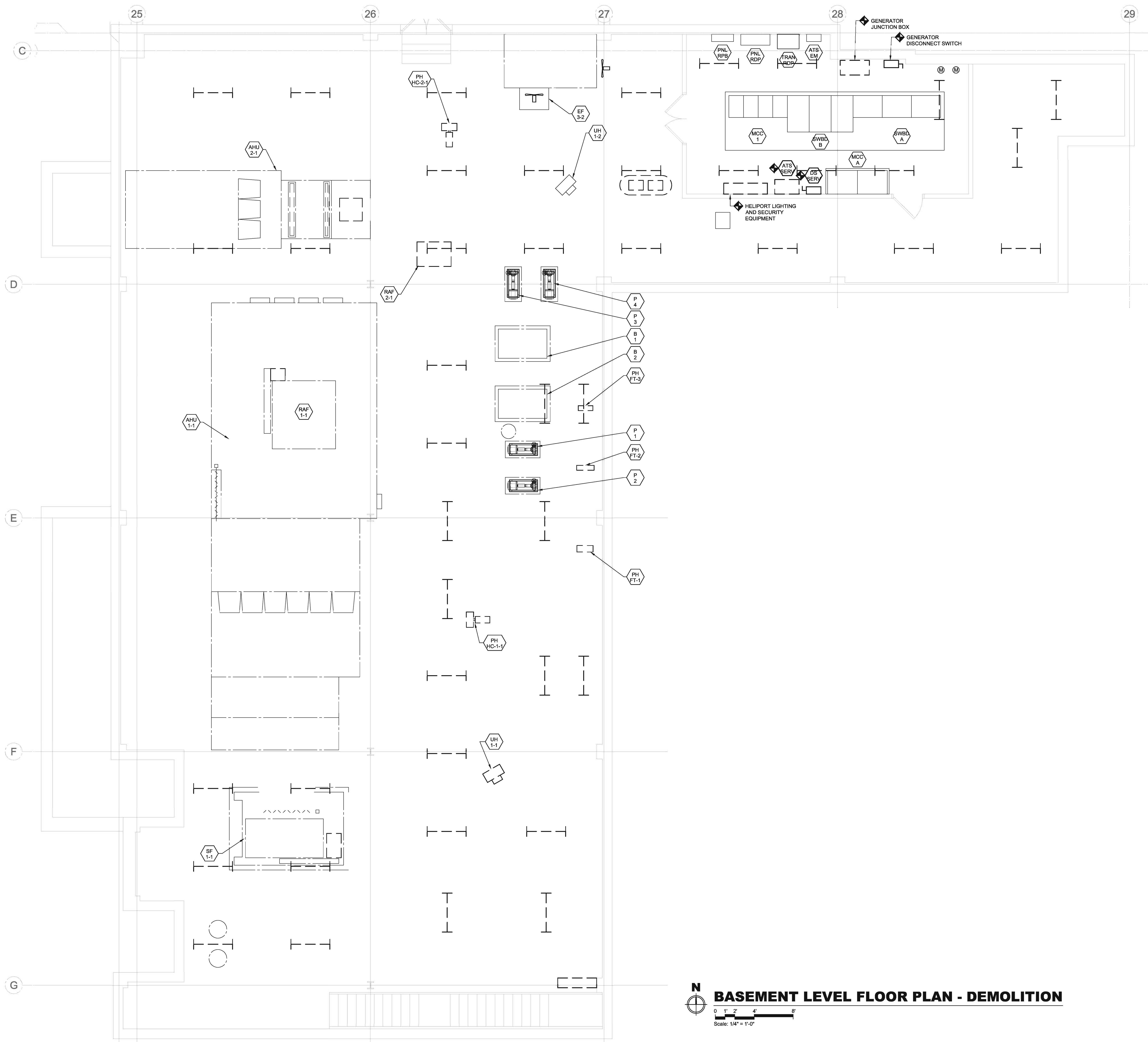
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SHEET TITLE	

**SITE PLAN**

SHEET #  
**E0.3**  
 SCALE AS NOTED  
 DATE 2018-DEC-03



**BASEMENT LEVEL FLOOR PLAN - DEMOLITION**

Scale: 1/4" = 1'-0"

DESIGN DEVELOPMENT  
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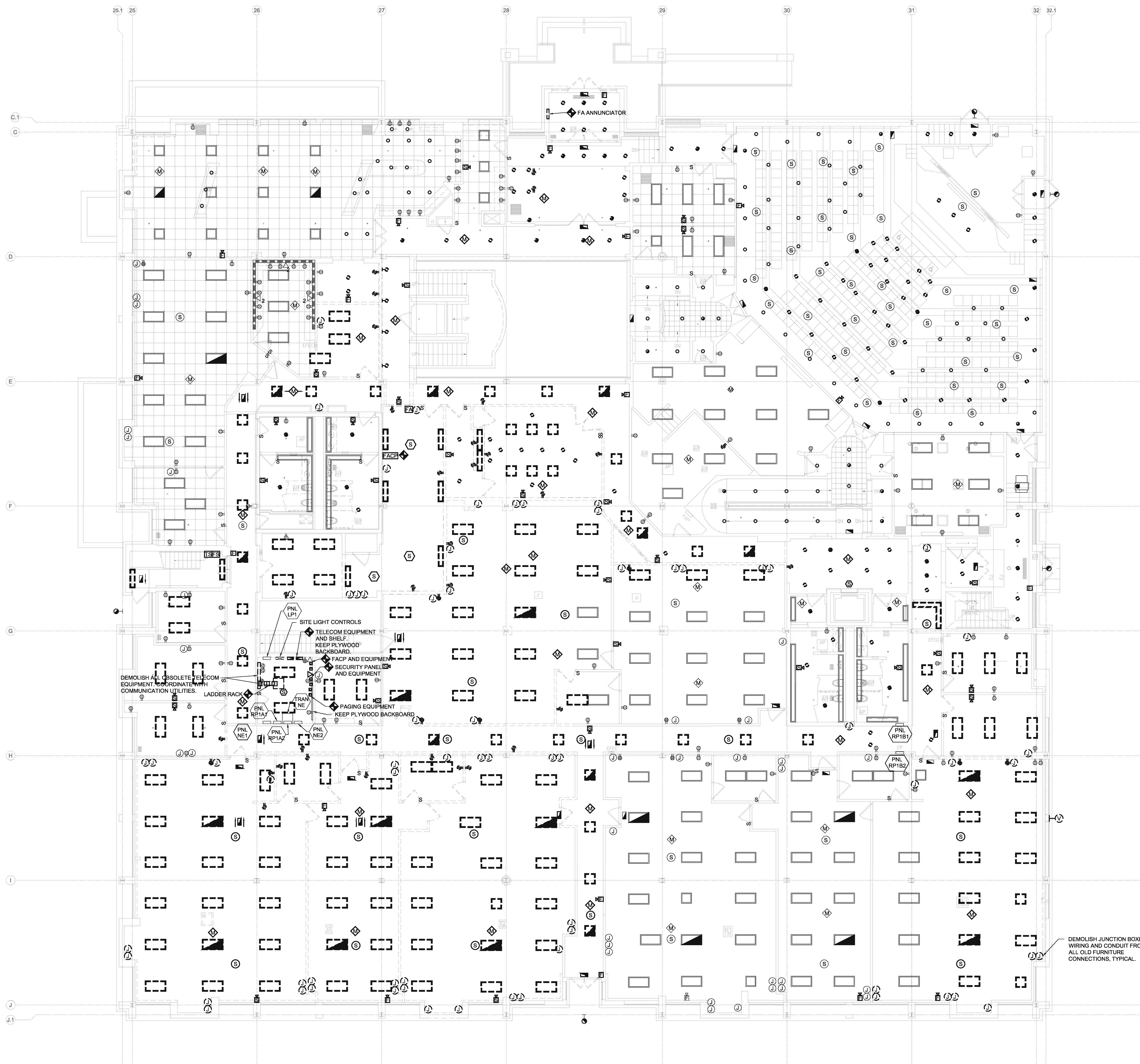


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SHEET TITLE: BASEMENT LEVEL FLOOR PLAN DEMOLITION

SHEET #: E1.0  
SCALE: AS NOTED  
DATE: 2018-DEC-03



**GROUND LEVEL FLOOR PLAN - DEMOLITION**

Scale: 1/8" = 1'-0"

DESIGN DEVELOPMENT  
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NOT FOR CONSTRUCTION



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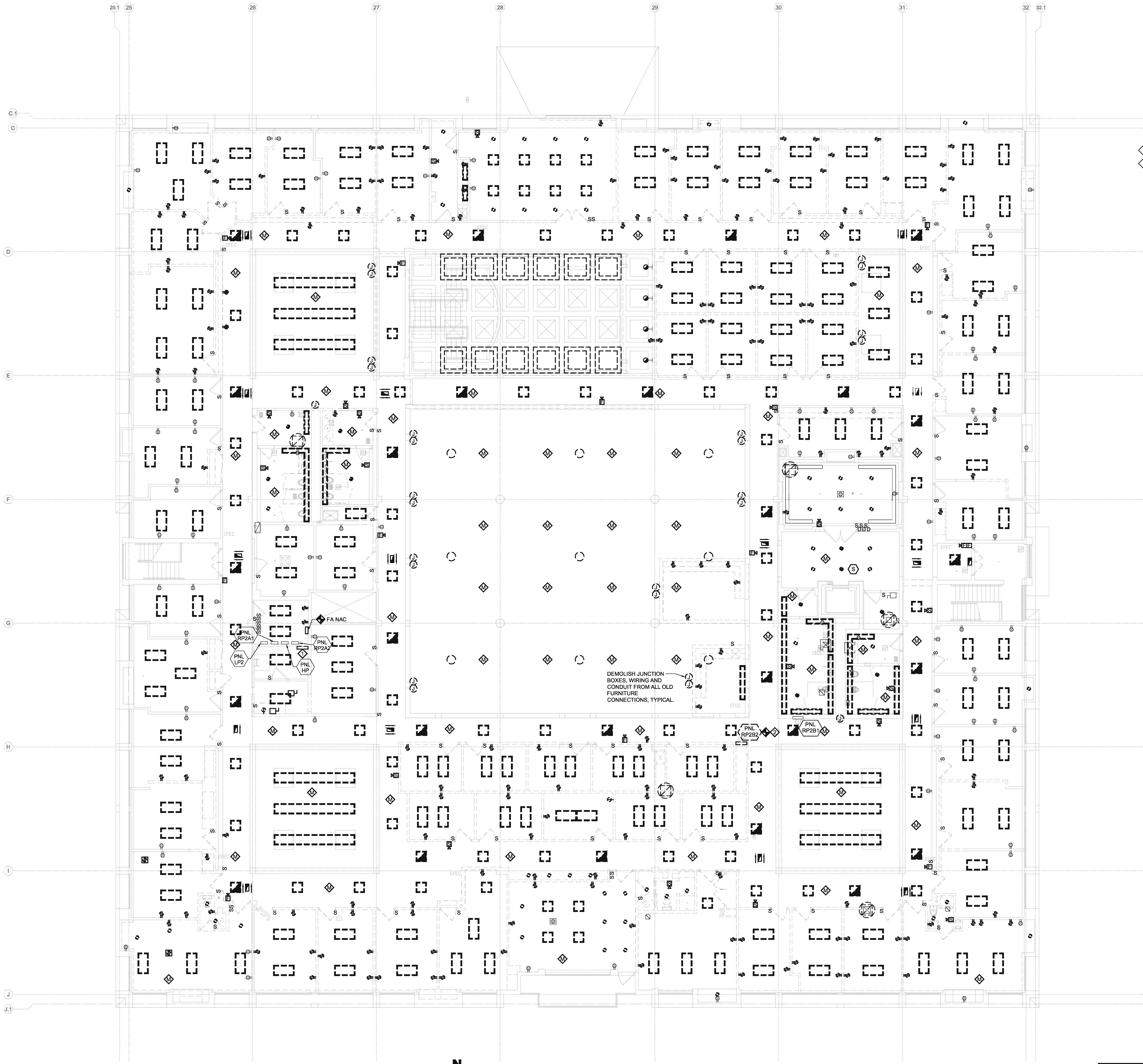
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JOB #	LVE-17082

SHEET #  
**E1.1**

SCALE	AS NOTED
DATE	2018-DEC-03



**KEY NOTES**

1 DEMOLISH TELECOM EQUIPMENT.

2 PROVIDE JUNCTION BOX ABOVE CEILING AND EXTEND EXISTING CIRCUITS TO REMAIN TO NEW PANEL AT NEW LOCATION.

DEMOLISH JUNCTION BOXES, WIRING AND CONDUIT FROM ALL OLD FURNITURE CONNECTIONS, TYPICAL

**UPPER LEVEL FLOOR PLAN - DEMOLITION**  
 Scale: 1/8" = 1'-0"

DESIGN DEVELOPMENT  
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 NOT FOR CONSTRUCTION



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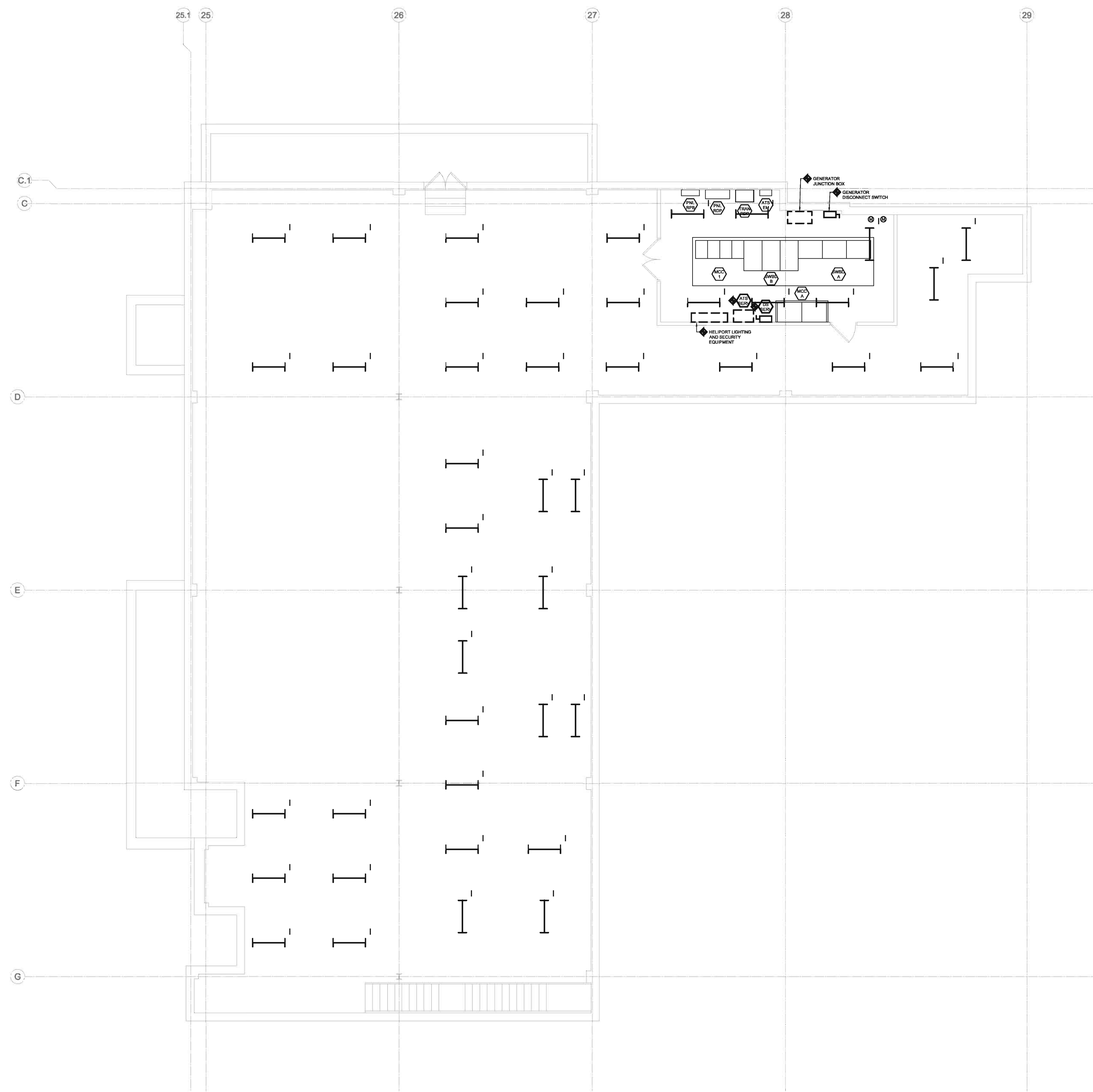
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**UPPER LEVEL FLOOR PLAN DEMOLITION**

SHEET #  
**E1.2**

SCALE AS NOTED  
 DATE 2018-DEC-03



**BASEMENT LEVEL FLOOR PLAN - LIGHTING**

Scale: 1/8" = 1'-0"

DESIGN DEVELOPMENT  
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NOT FOR CONSTRUCTION



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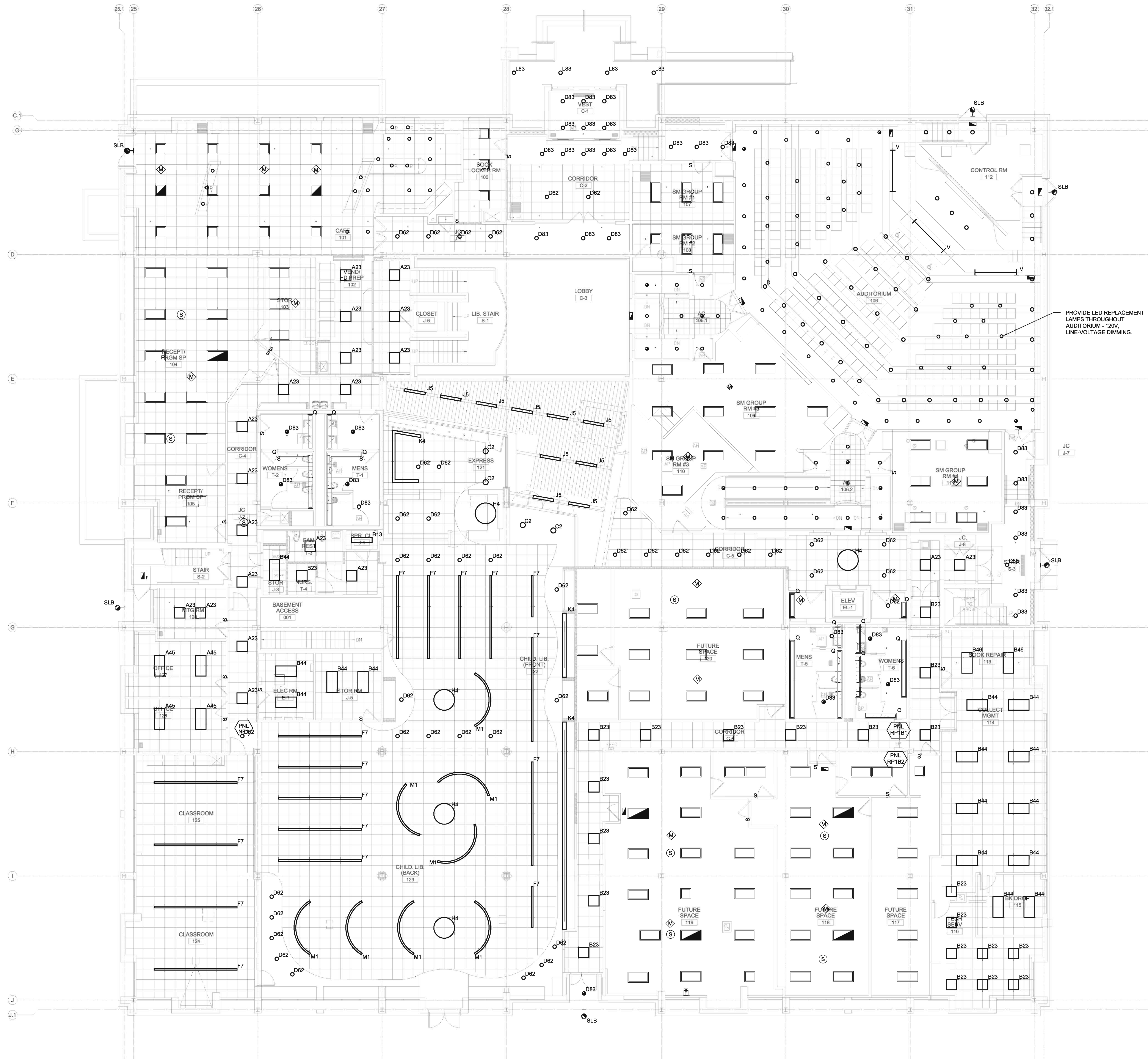
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JOB #	LVE-17082
SHEET TITLE	

BASEMENT  
LEVEL  
FLOOR PLAN  
LIGHTING

SHEET #  
**E2.0**

SCALE	AS NOTED
DATE	2018-DEC-03



**GROUND LEVEL FLOOR PLAN - LIGHTING**  
 Scale: 1/8" = 1'-0"

DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION



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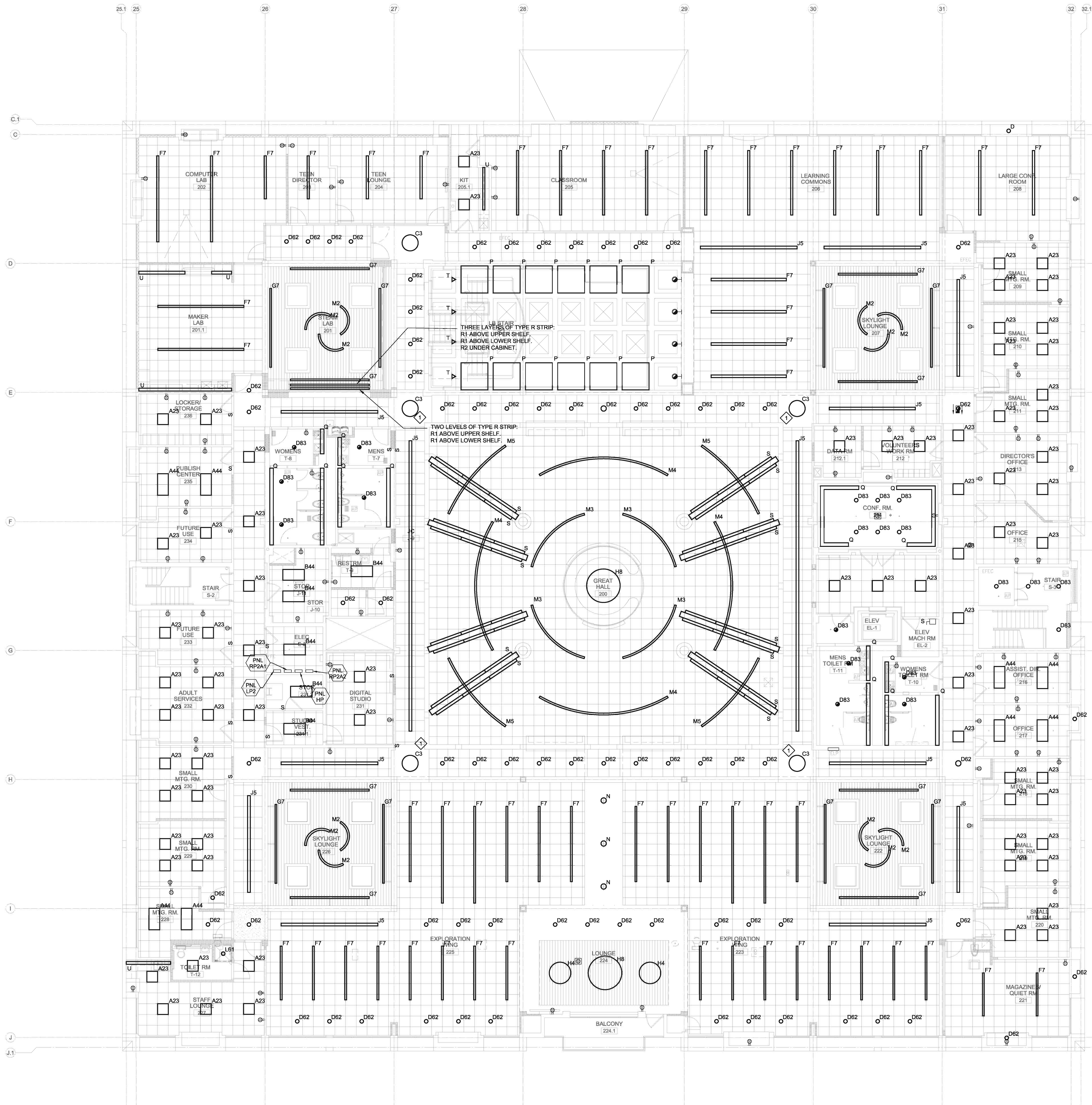
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 JOB #: LVE-17082  
 SHEET TITLE:

**GROUND LEVEL FLOOR PLAN LIGHTING**

SHEET #

**E2.1**

SCALE: AS NOTED  
 DATE: 2018-DEC-03



**UPPER LEVEL FLOOR PLAN - LIGHTING**  
 Scale: 1/8" = 1'-0"

**KEY NOTES**

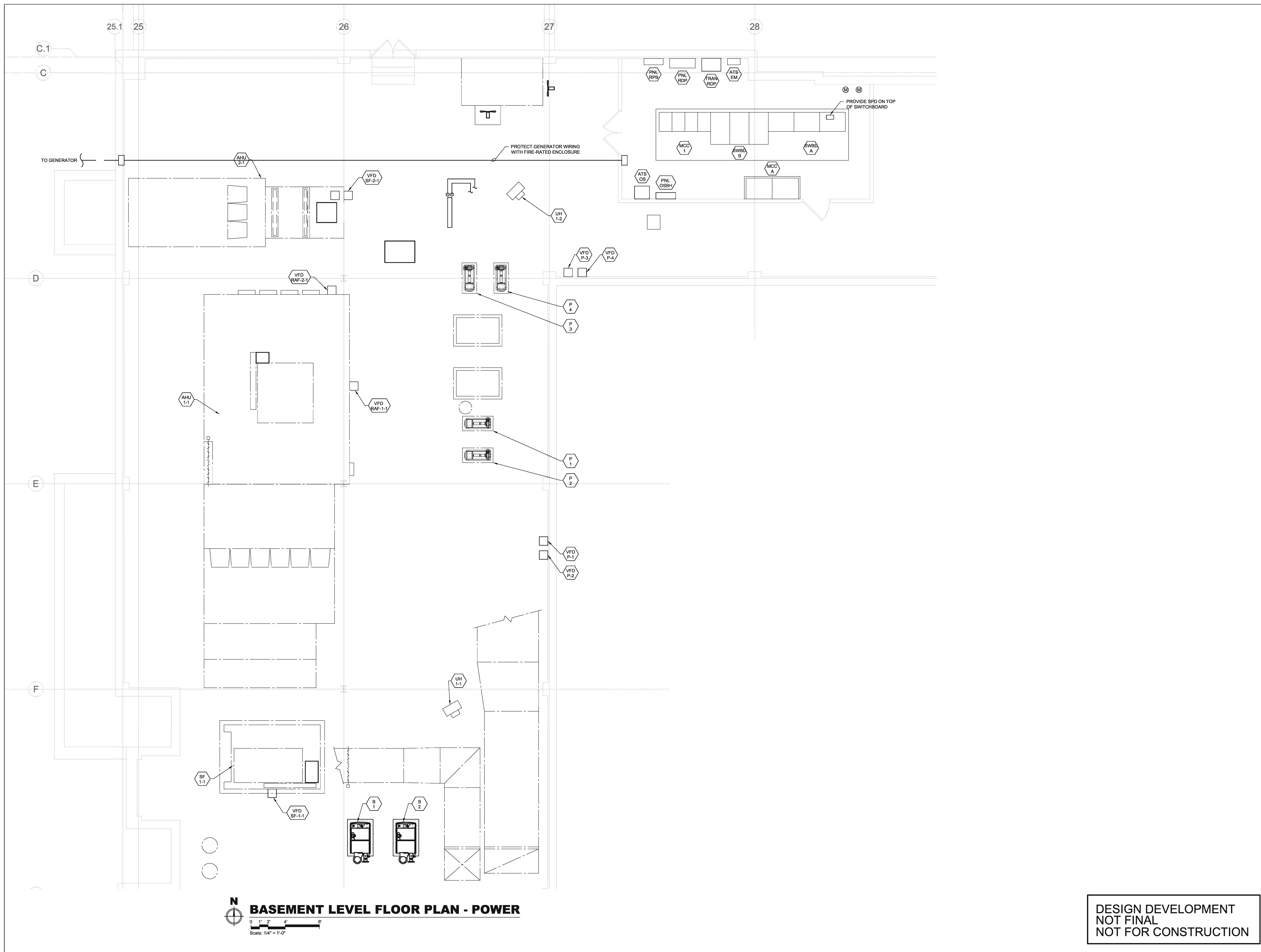
- PROVIDE 42 TYPE D62 LUMINAIRES AT UPPER CEILING ABOVE CORRIDORS.

**DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION**

REVISIONS

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 JOB #: LVE-17082  
 SHEET TITLE:  
**UPPER LEVEL FLOOR PLAN LIGHTING**

SHEET #:  
**E2.2**  
 SCALE: AS NOTED  
 DATE: 2018-DEC-03



**BASEMENT LEVEL FLOOR PLAN - POWER**  
 Scale: 1/4" = 1'-0"

DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION



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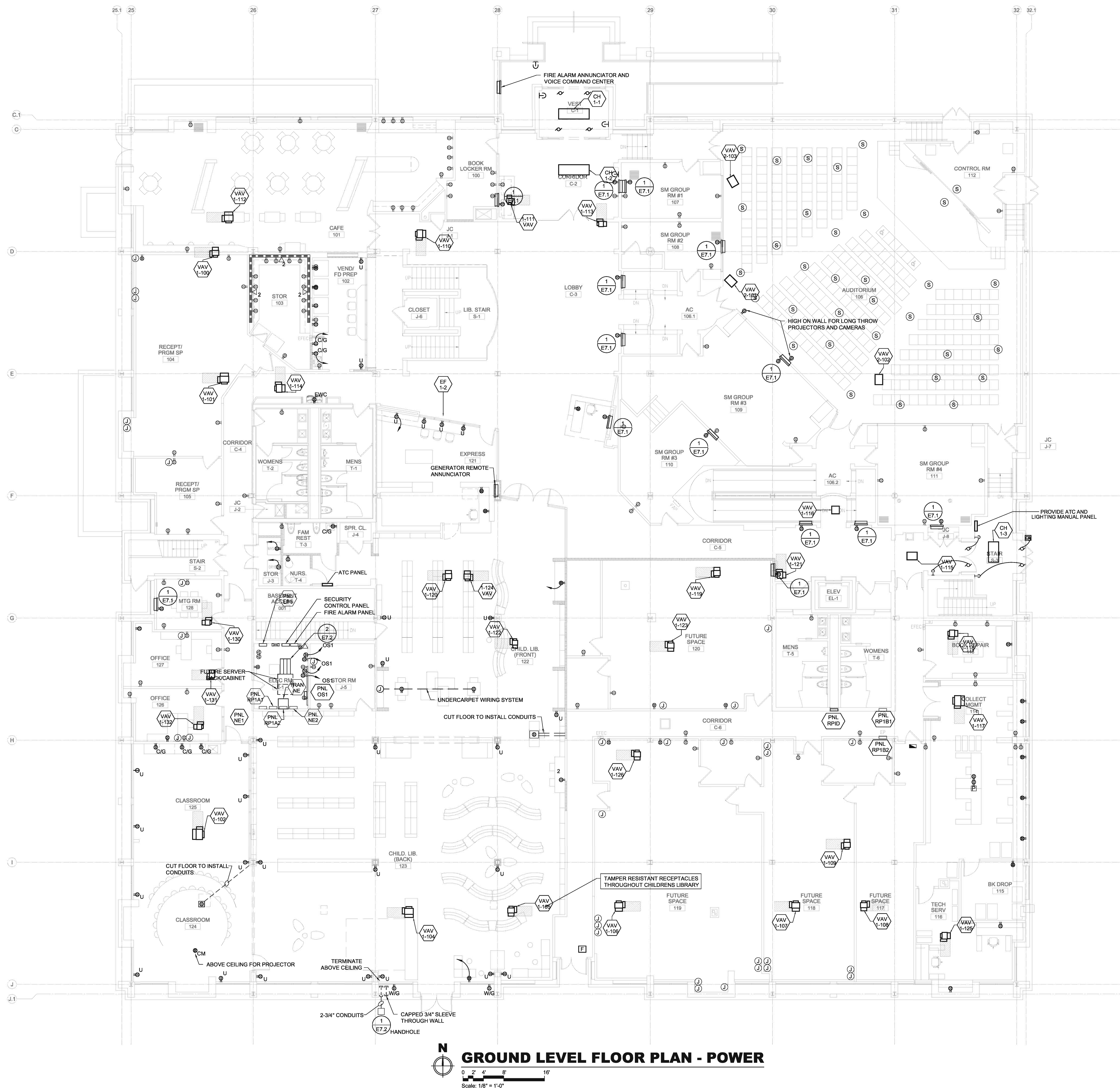
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JOB #	LVE-17082
SHEET #	

BASEMENT  
 LEVEL  
 FLOOR PLAN  
 POWER

SHEET #  
**E3.0**

SCALE AS NOTED  
 DATE 2018-DEC-03



**KEY NOTES**

- ◇ LOCAL ALARM SOUNDS WHEN DOOR IS OPENED. CAN BE TEMPORARILY DEFEATED OR TURNED ON/OFF WITH DOOR KEY.
- ◇ GATE CONTACTS FOR INTRUSION SYSTEM.

**GROUND LEVEL FLOOR PLAN - POWER**  
 Scale: 1/8" = 1'-0"

DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION



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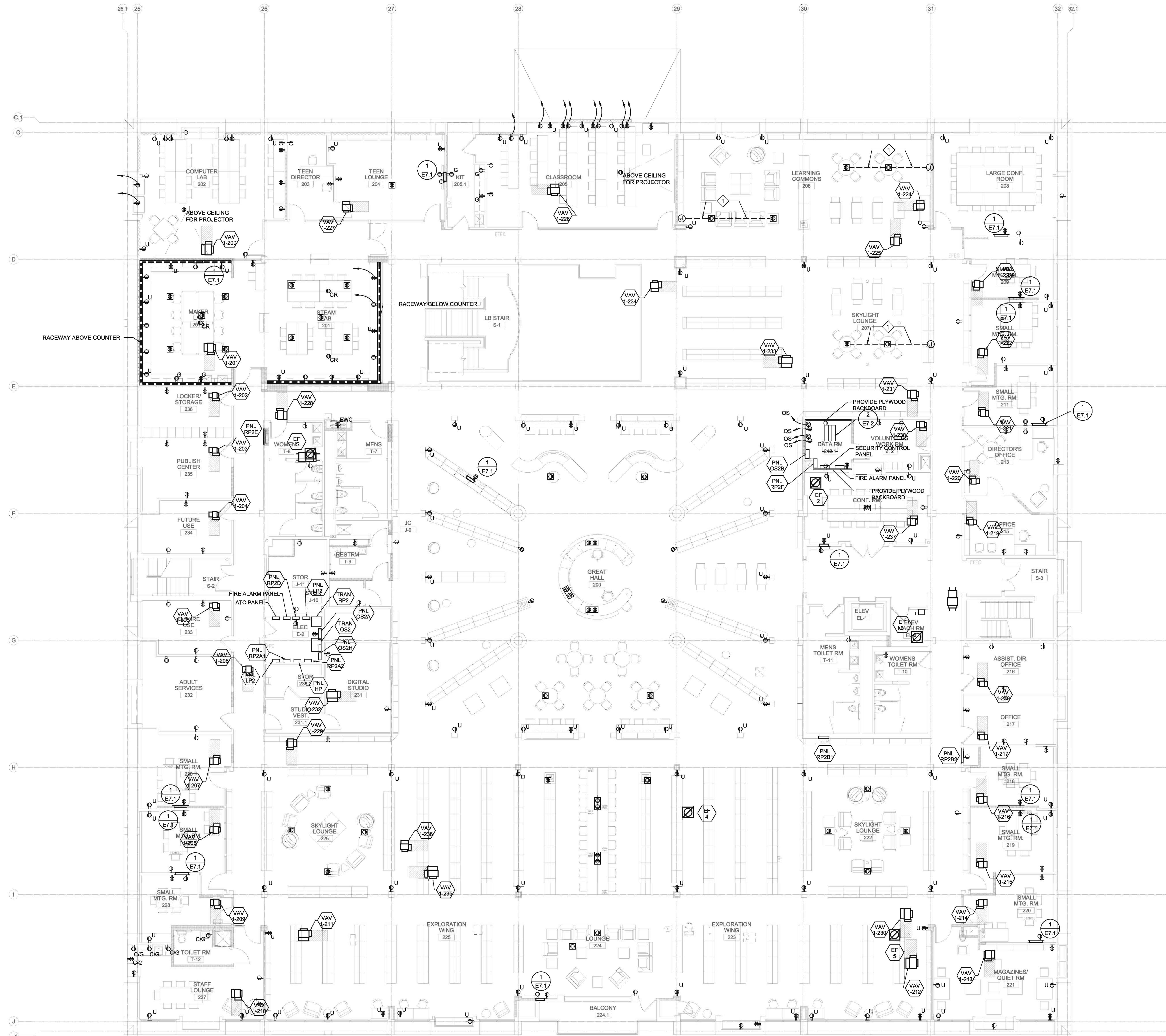
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SHEET TITLE	

GROUND  
 LEVEL  
 FLOOR PLAN  
 POWER

SHEET #  
**E3.1**  
 SCALE AS NOTED  
 DATE 2018-DEC-03



**KEY NOTES**  
 ◇ UNDERCARPET WIRING SYSTEM.

**UPPER LEVEL FLOOR PLAN - POWER**  
 Scale: 1/8" = 1'-0"

DESIGN DEVELOPMENT  
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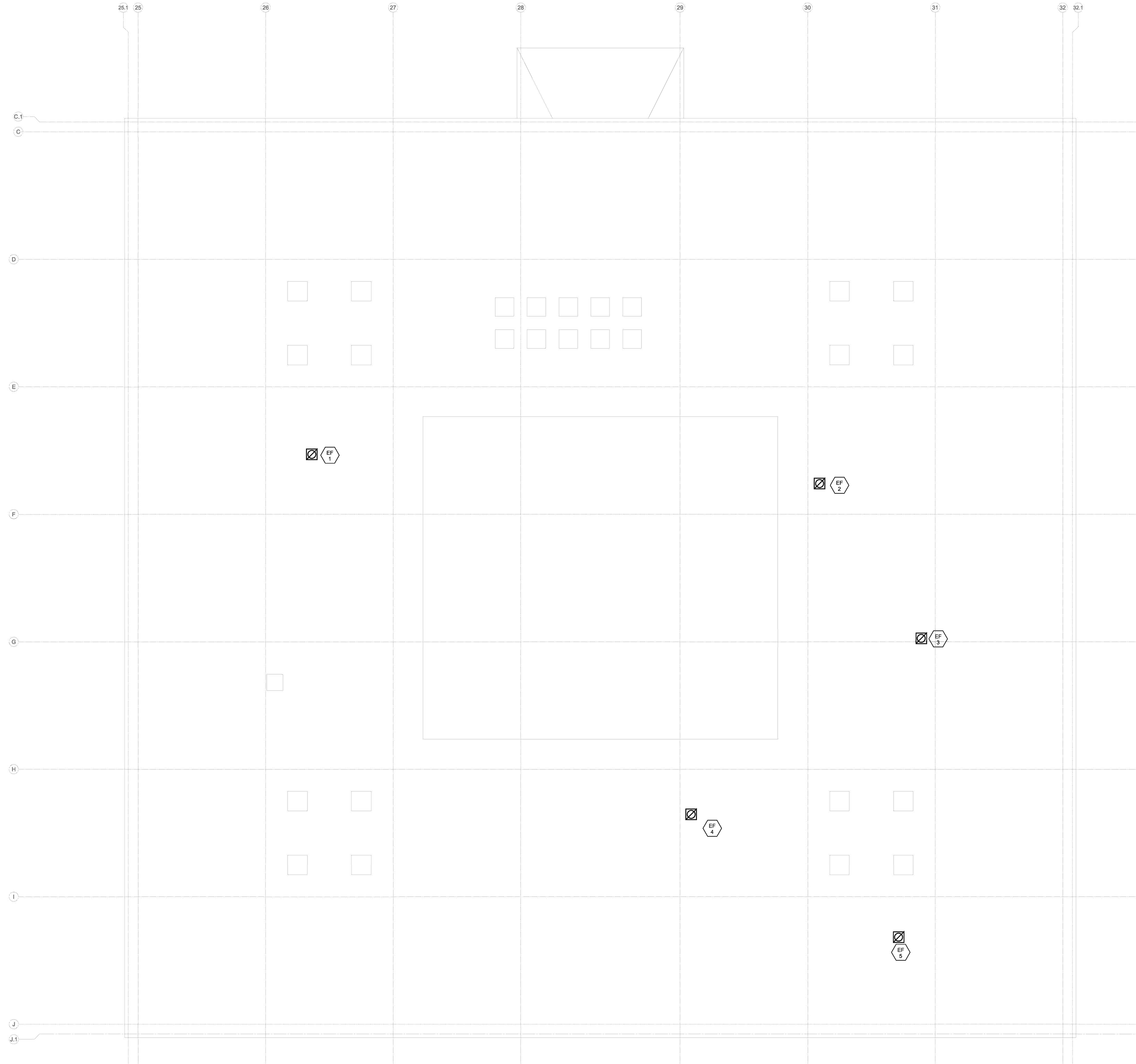
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UPPER  
 LEVEL  
 FLOOR PLAN  
 POWER

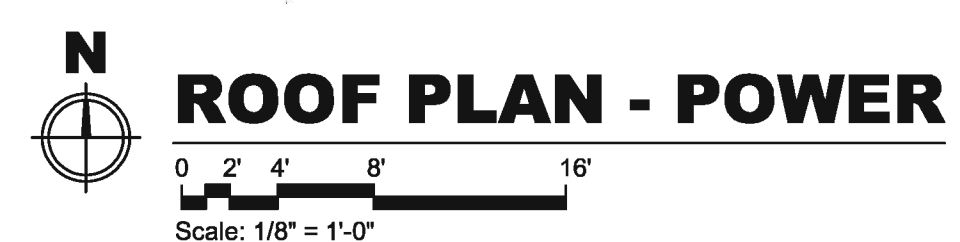
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E3.2

SCALE: AS NOTED  
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**KEY NOTES**



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**Lehigh Valley  
Engineering**  
Mechanical and Electrical Consultants  
P.O. Box 2007, F. 510-800-8300  
E. Englewood, Pennsylvania



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Ardmore, PA 19002  
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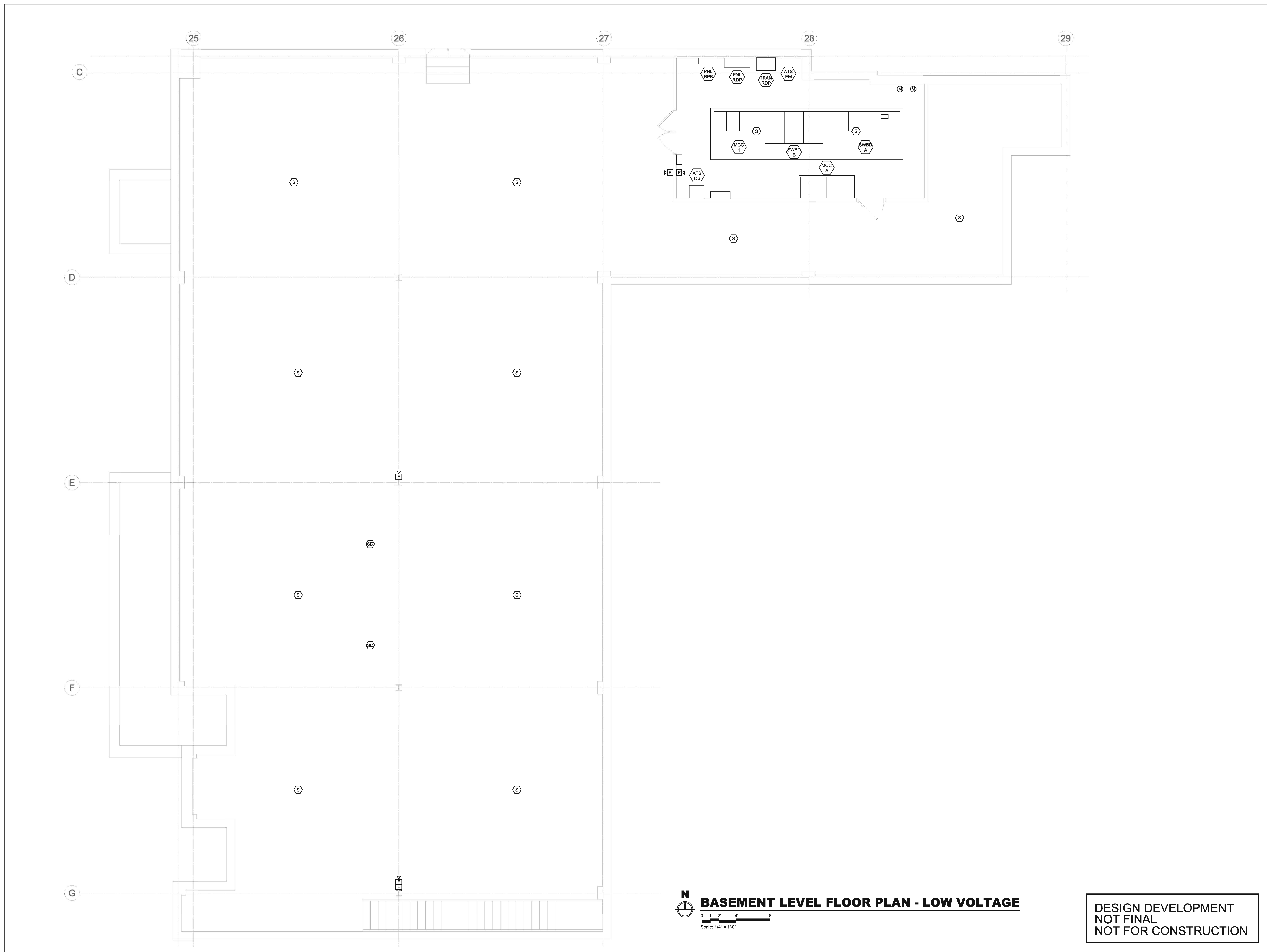
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**ROOF  
FLOOR PLAN  
POWER**

SHEET #	<b>E3.3</b>
SCALE	AS NOTED
DATE	2018-DEC-03



**BASEMENT LEVEL FLOOR PLAN - LOW VOLTAGE**  
 Scale: 1/4" = 1'-0"

DESIGN DEVELOPMENT  
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 NOT FOR CONSTRUCTION



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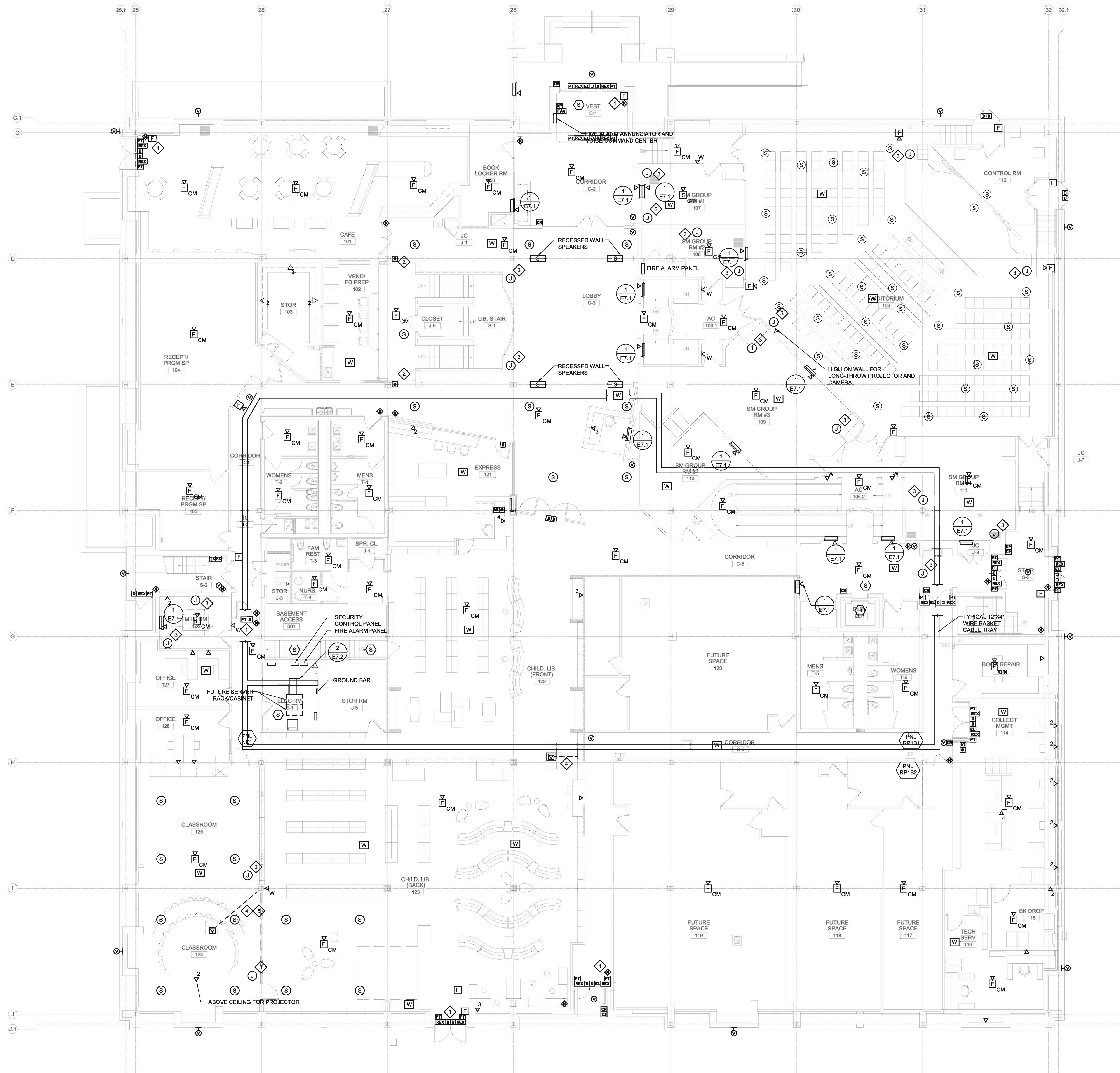
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JOB #	LVE-17082

SHEET TITLE  
**BASEMENT LEVEL FLOOR PLAN LOW VOLTAGE**

SHEET #  
**E4.0**

SCALE	AS NOTED
DATE	2018-DEC-03



**GROUND LEVEL FLOOR PLAN - LOW VOLTAGE**  
 Scale: 1/8" = 1'-0"

- KEY NOTES**
- 1 LOCAL ALARM SOUNDS WHEN DOOR IS OPENED. CAN BE TEMPORARILY DEFEATED OR TURNED ON/OFF WITH DOOR KEY.
  - 2 GATE CONTACTS FOR INTRUSION SYSTEM.
  - 3 TWO-GANG BOX WITH 1-2.5" CONDUIT TO ACCESSIBLE CEILING FOR AV WIRING. HEIGHT TBD.
  - 4 CUT FLOOR TO INSTALL CONDUITS.
  - 5 PROVIDE 1.25" CONDUIT DEDICATED TO AV WIRING.

DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION

REVISIONS

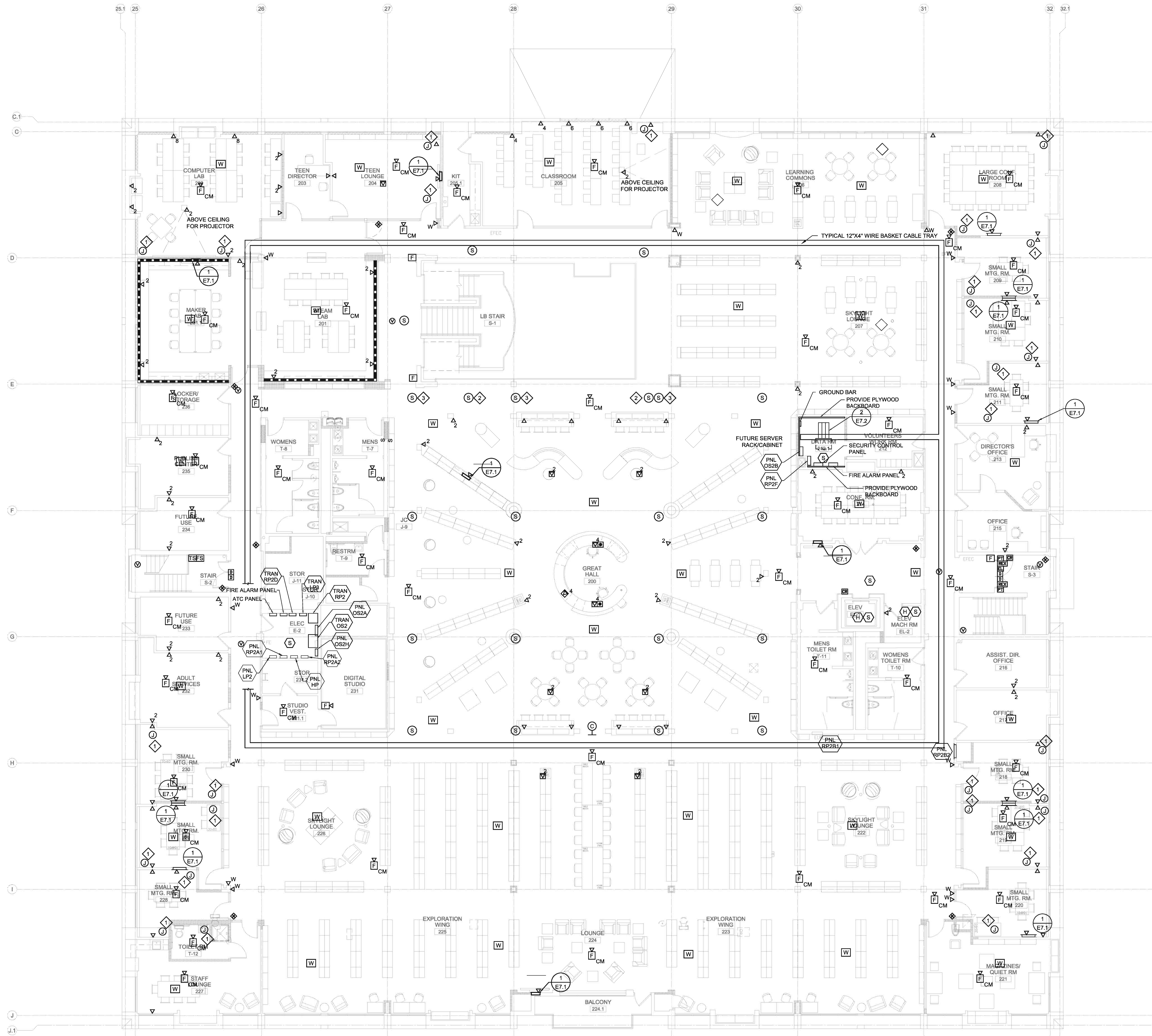
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SHEET TITLE	

**GROUND  
 LEVEL PLAN  
 LOW  
 VOLTAGE**

SHEET #

E4.1

SCALE	AS NOTED
DATE	2018-DEC-03



**KEY NOTES**

- 1 TWO-GANG BOX WITH 1.25" CONDUIT TO ACCESSIBLE CEILING FOR AV WIRING.
- 2 LOBBY ZONE.
- 3 GREAT HALL ZONE.

**UPPER LEVEL FLOOR PLAN - LOW VOLTAGE**  
 Scale: 1/8" = 1'-0"

DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION



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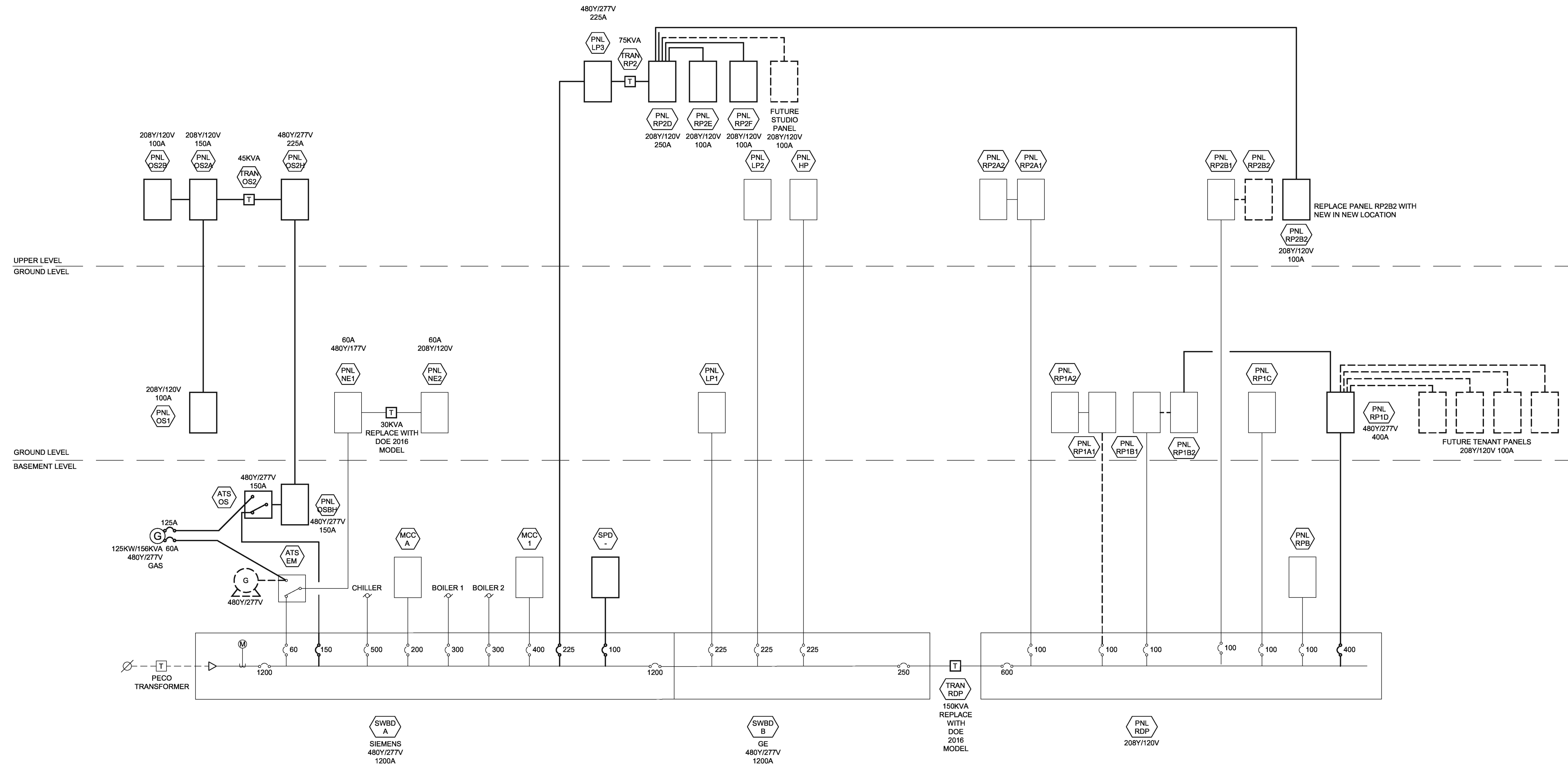
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**UPPER LEVEL FLOOR PLAN LOW VOLTAGE**

SHEET #  
**E4.2**  
 SCALE: AS NOTED  
 DATE: 2018-DEC-03



**SINGLE-LINE DIAGRAM**  
No Scale

DESIGN DEVELOPMENT  
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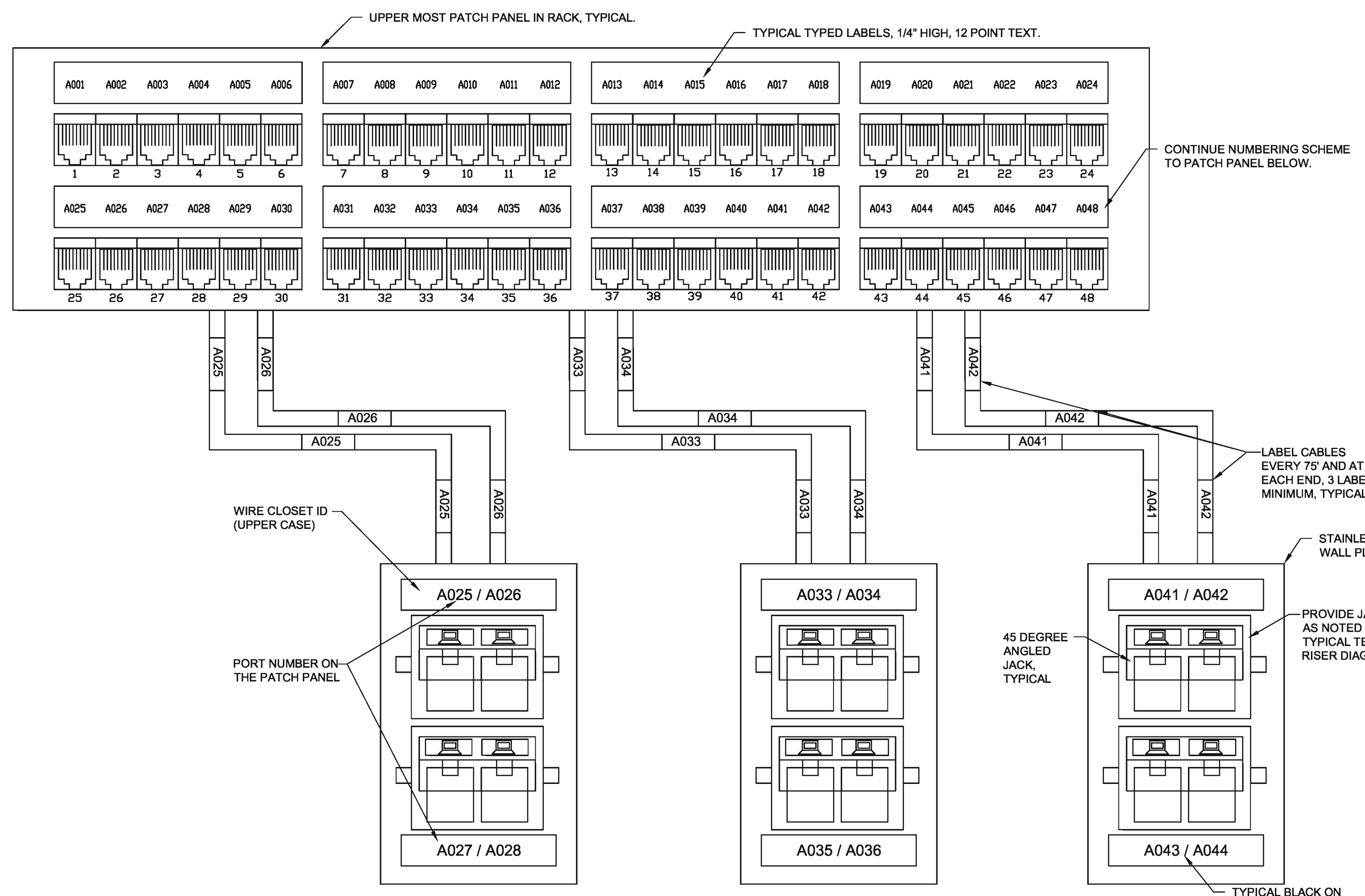
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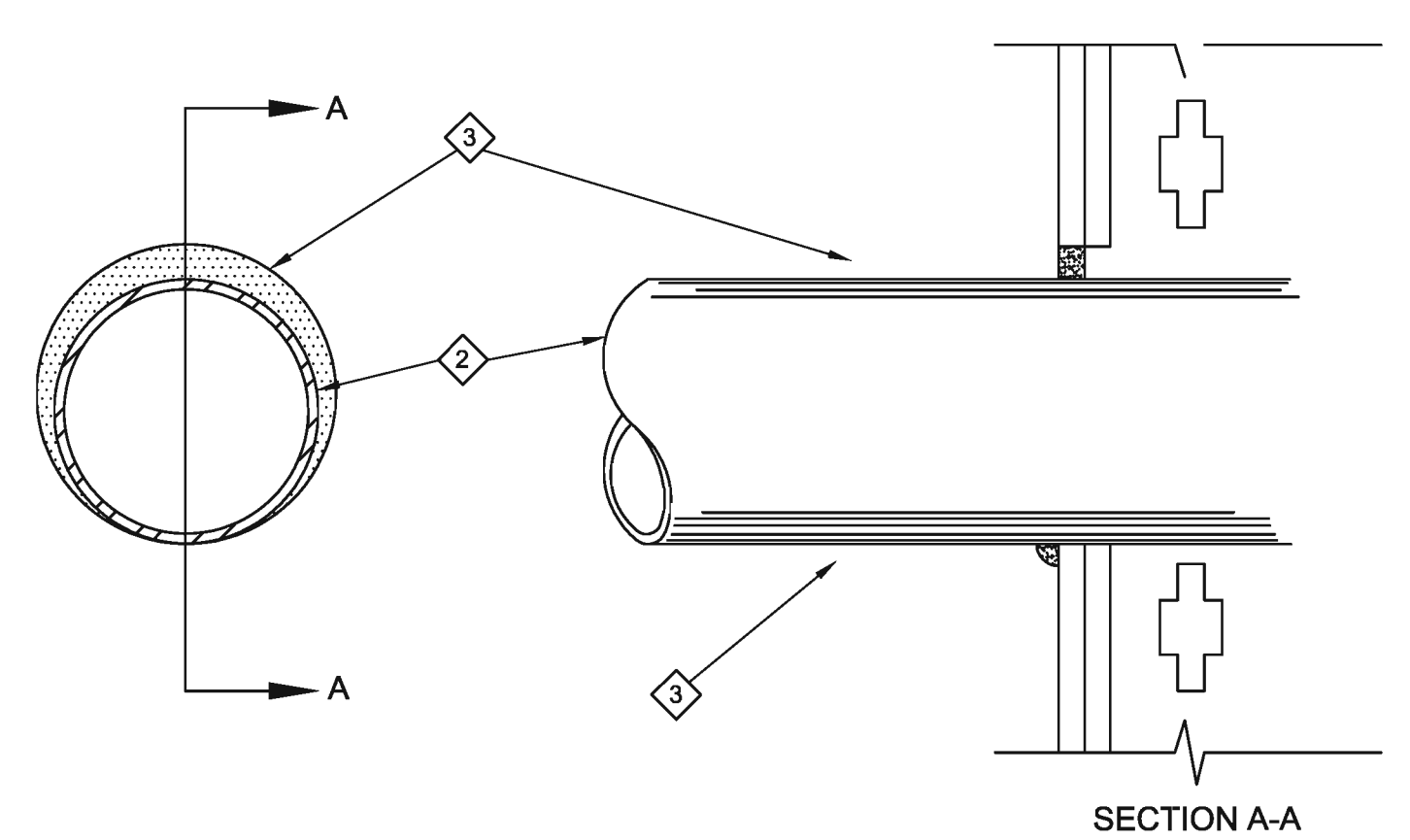
SINGLE LINE  
DIAGRAM

SHEET #  
**E6.1**  
SCALE AS NOTED  
DATE 2018-DEC-03



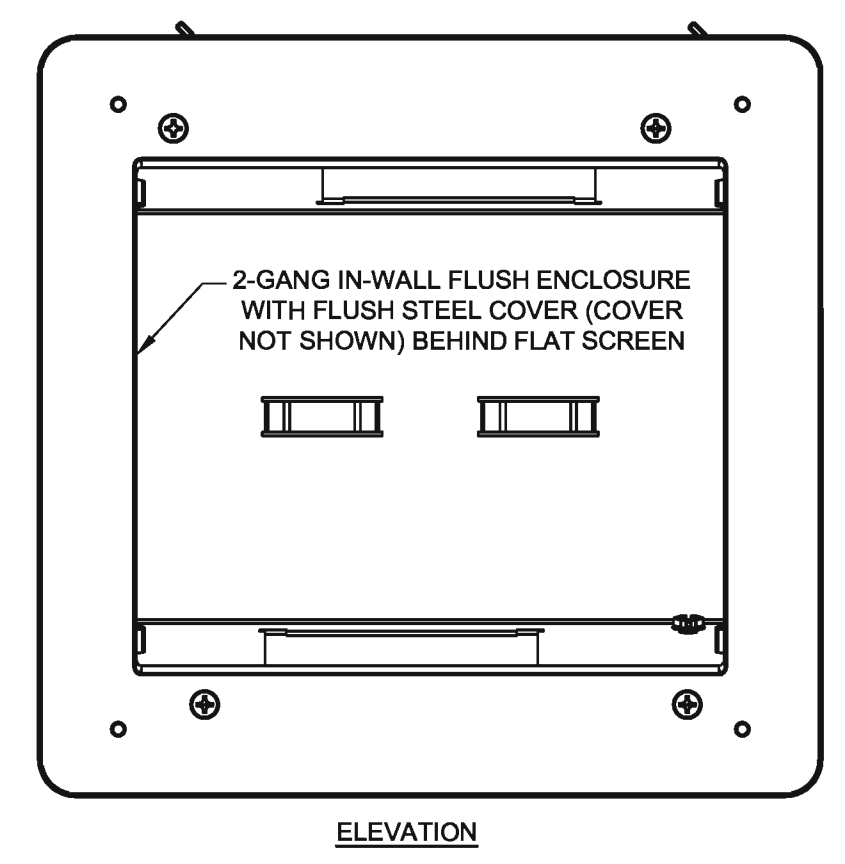
**TYPICAL TELEDATA LABELING DETAIL**  
NOT TO SCALE

- NOTES:
1. FILL UNUSED OPENINGS WITH ELECTRICAL IVORY BLANK MODULES.
  2. PATCH PANELS ARE TO BE LABELED IN CONSECUTIVE ORDER STARTING AT RACK LETTER, PORT 001. FACE PLATE SHALL IDENTIFY RACK LETTER AND PORT NUMBER FOR EACH JACK.
  3. LABELING SCHEME SHOWN IS AN EXAMPLE. PROVIDE LABELING OF TELEDATA CABLES, PATCH PANELS, AND JACKS AS DEFINED BY OWNER IN WRITING IN A COORDINATION MEETING WITH SCHOOL DISTRICT'S DIRECTOR OF TECHNOLOGY OR OTHER IT STAFF.
  4. ANGLED NON-METALLIC FACEPLATES ARE ALSO ACCEPTABLE WHEN THE SAME SPECIFIED MANUFACTURER IS USED FOR PATCH PANELS AND JACKS.



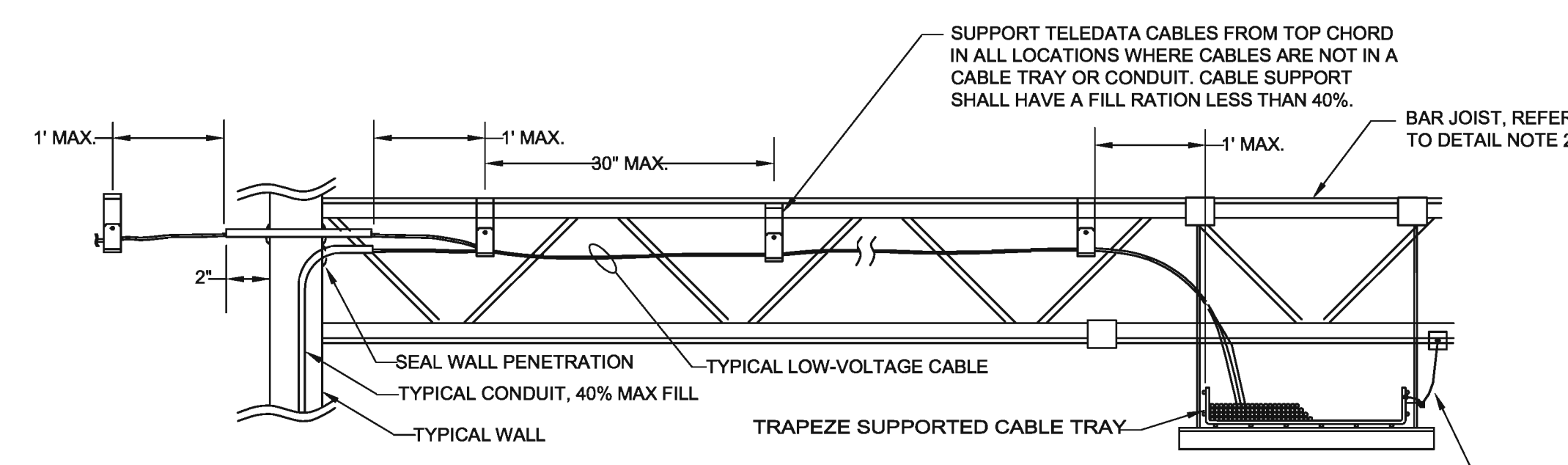
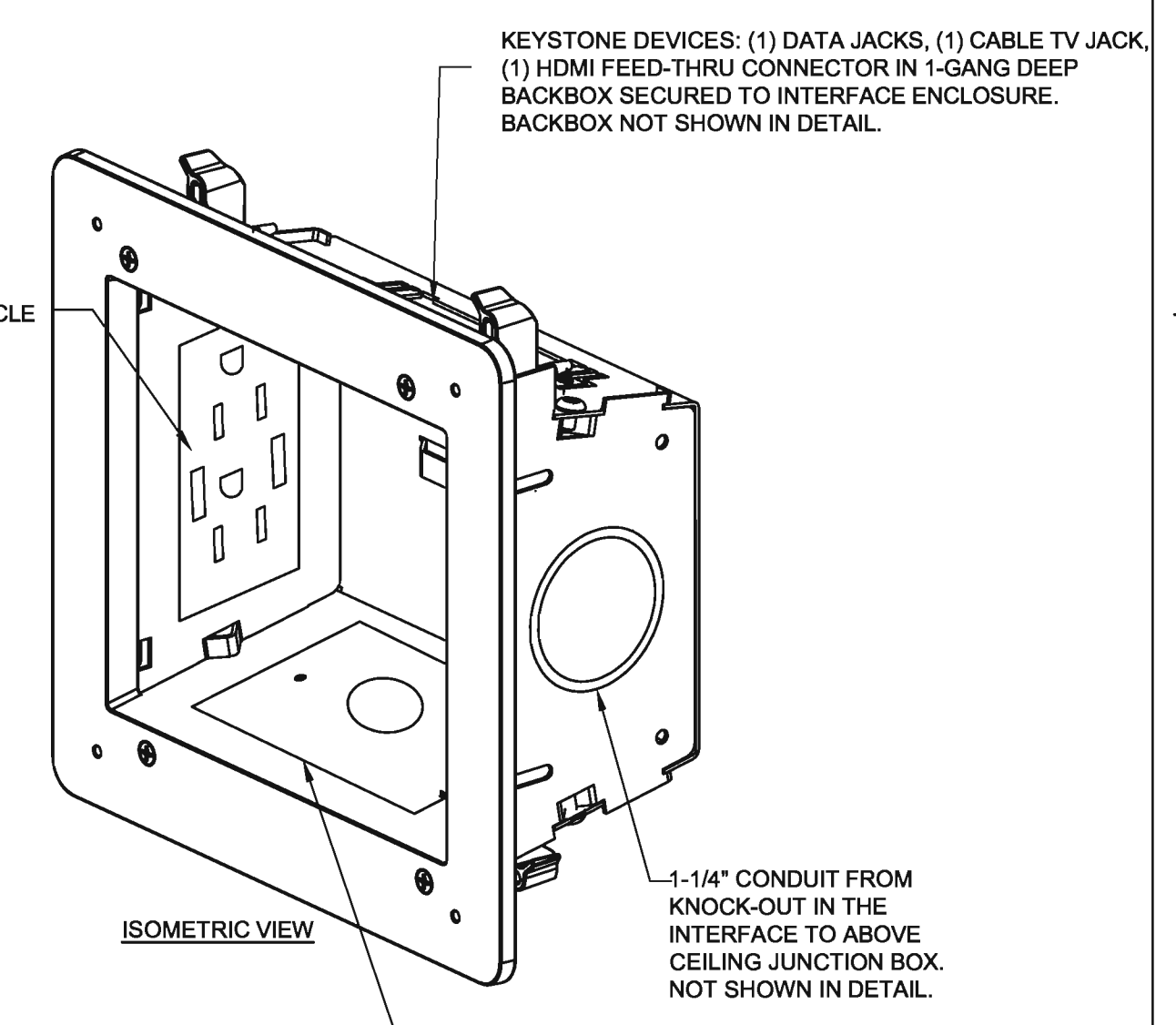
**FIRE-RATED PENETRATION DETAIL**  
NO SCALE

- KEY NOTES**
1. Wall Assembly - The 1 or 2 hr fire-rated gypsum wallboard/curtain wall assembly shall be constructed of the materials and in the manner described in the individual U300 or U400 Series Wall or Partition Design in the UL Fire Resistance Directory and shall include the following construction features:
    - A. Studs - Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. lumber spaced 16 in. OC with nom 2 by 4 in. lumber end plates and cross braces. Steel studs to be min 3-1/2 in. wide by 1-3/8 in. deep channels spaced max 24 in. OC.
    - B. Gypsum Board\* - The gypsum wallboard type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual U300 or U400 Series Design in the UL Fire Resistance Directory. Max diam of opening is 14 in. The hourly F Rating of the firestop system is equal to the hourly fire rating of the wall assembly in which it is installed.
  2. Through Penetration - One metallic pipe, conduit or tubing installed either concentrically or eccentrically within the firestop system. The annular space between pipe, conduit or tubing and periphery of opening shall be min of 0 in. (point contact) to max 1-3/8 in. Pipe, conduit or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:
    - A. Steel Pipe - Nom 12 in. diam (or smaller) Schedule 10 (or heavier) steel pipe.
    - B. Iron Pipe - Nom 12 in. diam (or smaller) service weight (or heavier) cast iron soil pipe, nom 12 in. diam (or smaller) or Class 50 (or heavier) ductile iron pressure pipe.
    - C. Conduit - Nom 6 in. diam (or smaller) steel conduit or nom 4 in. diam (or smaller) steel electrical metallic tubing.
    - D. Copper Tubing - Nom 4 in. diam (or smaller) Type L (or heavier) copper tubing.
    - E. Copper Pipe - Nom 4 in. diam (or smaller) Regular (or heavier) copper pipe.
  3. Fill Void or Cavity Material\* - Caulk - Min 5/8 in. thickness of fill material applied within the annulus, flush with both surfaces of wall. Min 1/2 in. diam bead of caulk applied to the penetrant/wallboard interface at the point contact location on both sides of wall. MINNESOTA MINING & MFG CO - FD-150+ \*bearing the UL Classification Mark



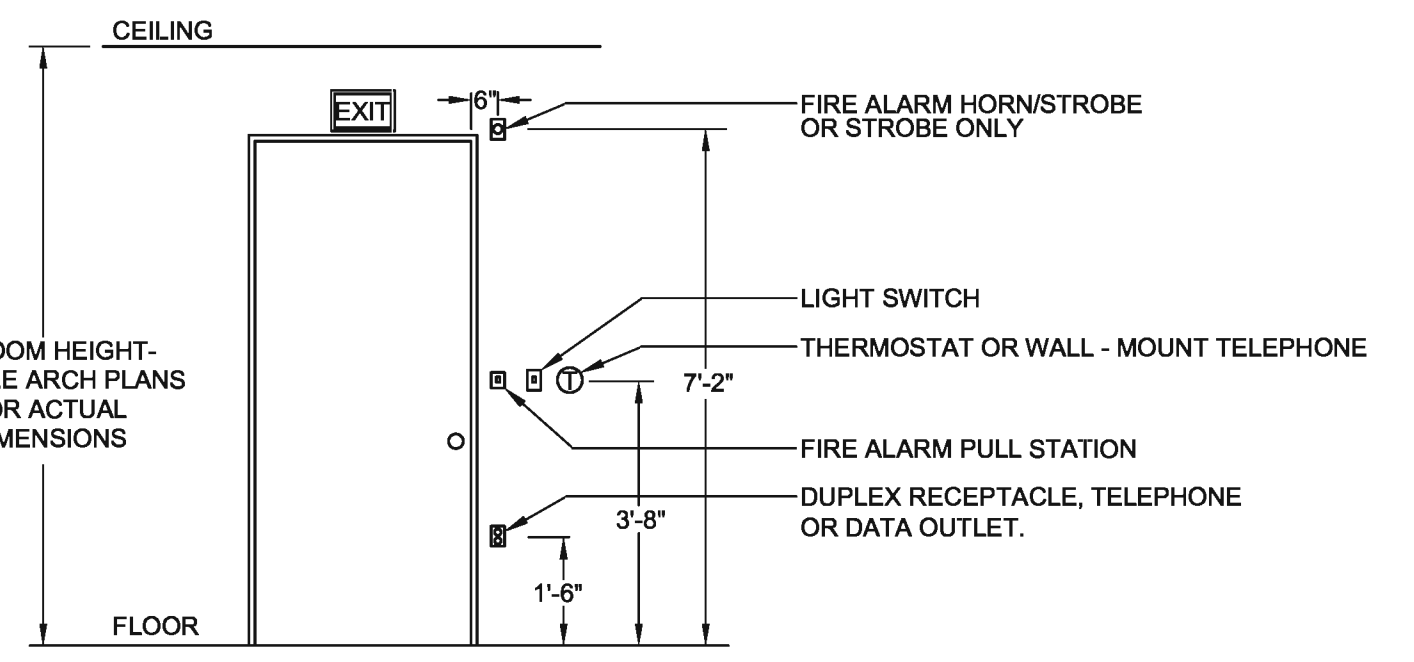
**TYPICAL FLAT PANEL INTERFACE**  
NO SCALE

- NOTES:**
1. AT EACH WALL MOUNTED MONITOR, TELEVISION OR FLAT SCREEN SHOWN ON THE ARCHITECTURAL OR ELECTRICAL DRAWINGS, AND OTHER LOCATIONS WHERE THE FLAT SCREEN INTERFACE IS NOTED ON THE DRAWINGS, PROVIDE THE SELECT FLAT PANEL CONNECTION 2-GANG RECESSED ENCLOSURE, WITH FLUSH COVER, BY HUBBELL, OR APPROVED EQUAL. WHERE LOCATED IN BLOCK WALL, PROVIDE BLOCK WALL ADAPTER RING.
  2. EACH FLAT SCREEN INTERFACE SHALL BE PROVIDED WITH A MINIMUM OF A DUPLEX RECEPTACLE WUSB POWER PORTS, 1 CABLE TV JACK, 1 DATA JACK, AND ONE HDMI FEED-THRU DEVICE, UNLESS ADDITIONAL DEVICES ARE NOTED ON THE DRAWINGS.
  3. AT EACH INTERFACE LOCATION PROVIDE 1-1/4" EMT OR FMC FROM INTERFACE TO ACCESSIBLE CEILING SPACE ABOVE THE INTERFACE FOR FUTURE WIRING.
  4. WHERE WALL OR FLOOR CONNECTIONS ARE INDICATED, PROVIDE 1.25" CONDUIT FROM THEM TO INTERFACE BOX. MORE THAN ONE MAY BE SHOWN.
  5. LOCATION OF ENCLOSURE SHALL BE APPROVED BY THE GC, OWNER AND ARCHITECT, IN THE FIELD FOR EACH LOCATION. IN ADVANCE OF THE ROUGH-IN FOR THE INTERFACES. INTERFACE SHALL NOT BE IN CONFLICT WITH THE EQUIPMENT MOUNTING BRACKETS.
  6. COVER AND FLANGE SHALL BE CUSTOM PAINTED TO MATCH THE SURFACE WHICH IT IS MOUNTED IN. IF REQUIRED ROTATE THE BOX 90 DEGREES TO REDUCE BENDS IN CONDUITS TO THE INTERFACE.
  7. SAW CUT BLOCKS WALLS THAT ARE FURRED OUT AS REQUIRED FOR INSTALLATION OF INTERFACE.
  8. AT EACH FLAT PANEL INTERFACE, PROVIDE A POWER RECEPTACLE ABOVE CEILING FOR OWNER AUDIO EQUIPMENT.

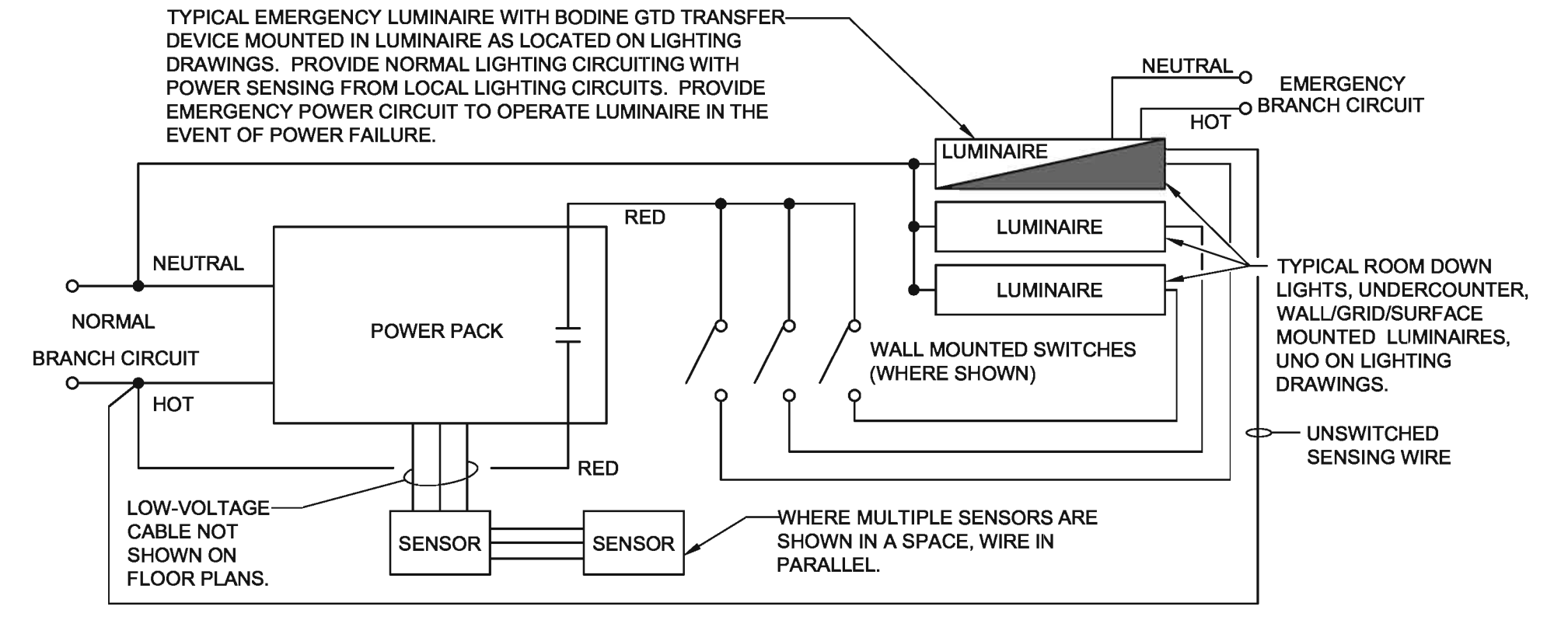


**TYPICAL TELEDATA SUPPORT DETAIL**  
NO SCALE

- NOTES:**
1. RUN TELEDATA CABLE, SUPPORTS, CONDUIT AND CABLE TRAY PARALLEL AND PERPENDICULAR TO BUILDING STEEL. PROVIDE DEDICATED TELEDATA CABLE SUPPORT SYSTEM.
  2. WHERE BUILDING STRUCTURE ABOVE CABLE TRAY IS CONCRETE AND NOT STEEL STRUCTURE, PROVIDE SUPPORTS MEANS LISTED FOR SECURING TO CONCRETE.
  3. WHERE CABLE TRAY ABUTS FIRE RATED WALLS OR FLOOR, PROVIDE 4" EZ-PATH FIRE-RATED PASS THRU DEVICES, 40% MAXIMUM FILL.
  4. WHERE CABLES PENETRATE A FIRE OR SMOKE RATED WALL OR FLOOR, COMPLY WITH THE FIRE RATED PENETRATION DETAIL. WHERE WALL IS NOT RATED, PROVIDE CABLE IN CONDUIT THRU WALL. SEAL AROUND CONDUIT AND CABLES. SIZE WALL PENETRATIONS FOR LESS THAN 40% CABLE FILL.
  5. PROVIDE #6 AWG BARE COPPER CONDUCTOR RUN PARALLEL TO CABLE TRAY AT ALL TIMES. BOND TRAY TO LOCAL STRUCTURAL STEEL EVERY 50' AND AT THE END OF EACH RUN OF TRAY WITH LISTED GROUND LUGS.
  6. WHERE CABLE TRAY STOPS AND STARTS TO AVOID A CONFLICT, BOND TRAY ENDS TO BUILDING STEEL AND EACH OTHER FOR A CONTINUOUS GROUND PATH.
  7. WHERE 3-WAY OR 4-WAY TRAY FITTING ARE USED, BOND FITTING TO STRUCTURAL STEEL. CONTINUE WITH GROUND CONDUCTOR RUN PARALLEL TO EACH NEWLY CREATED RUN.
  8. WHERE TRAY PASSES THROUGH IN ACCESSIBLE CEILING, REPLACE TRAY WITH 4" EMT WITH CONDUIT VOLUME TO MATCH CABLE TRAY VOLUME. BOND CONDUITS TO CABLE TRAY FOR CONTINUOUS GROUND PATCH.
  9. REFER TO OTHER LOW-VOLTAGE BONDING AND GROUNDING DETAILS FOR ADDITIONAL REQUIREMENTS.

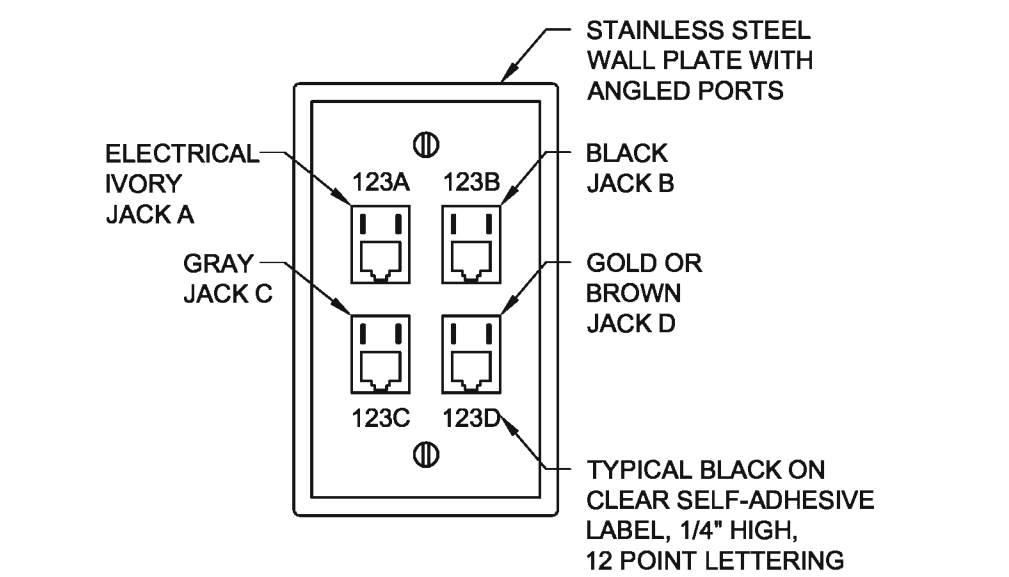


**TYPICAL COMMON AREA DEVICE LAYOUT**  
SCALE: 3/8" = 1'-0"



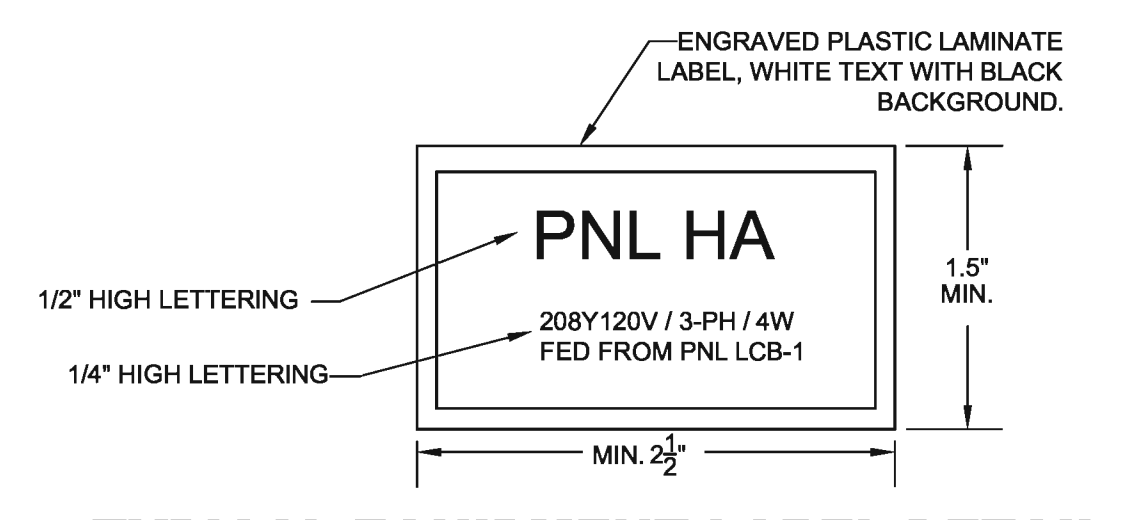
**TYPICAL OCCUPANCY SENSOR SWITCHING DETAIL**  
NOT SCALE

- NOTES:**
1. REFER TO ELECTRICAL NOTES FOR ADDITIONAL REQUIREMENTS AND SPECIFICATIONS.
  2. WHERE 120V AND 277V LIGHTING IS CONTROLLED BY THE SAME SENSORS PROVIDE DEDICATED POWER PACKS WIRING IN PARALLEL.



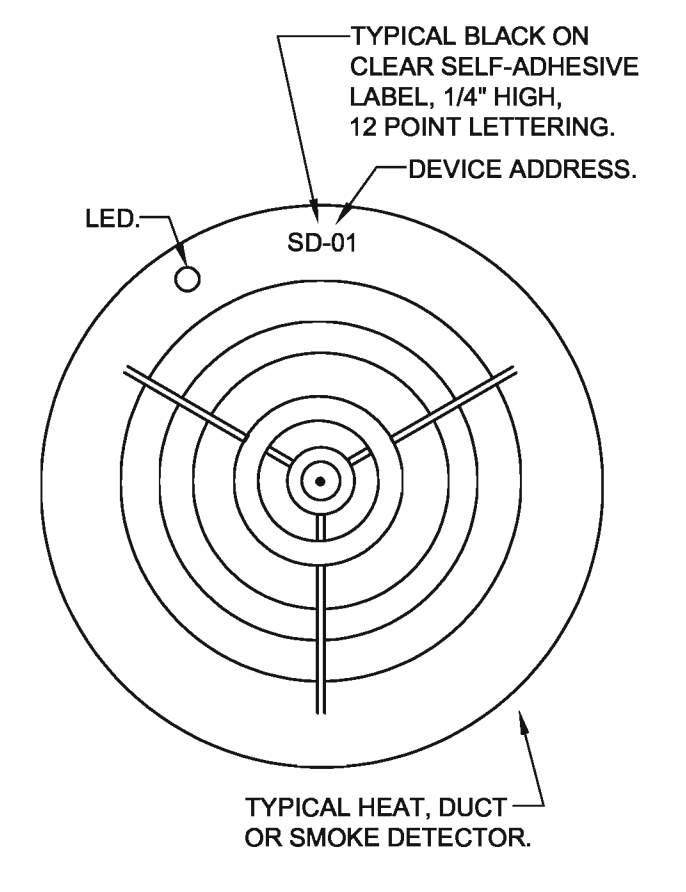
**TYPICAL TELEDATA JACK DETAIL**  
NOT TO SCALE

NOTE: FILL UNUSED OPENINGS WITH ELECTRICAL IVORY BLANK MODULES  
Scale: 6" = 1'-0"



**TYPICAL EQUIPMENT LABEL DETAIL**  
NOT TO SCALE

NOTE: IDENTIFY PANELBOARDS, SAFETY SWITCHES, MOTOR STARTERS WITH ENGRAVED LABELS. INDICATE EQUIPMENT ID, CRITICAL BRANCH, EQUIPMENT BRANCH OR NORMAL BRANCH, VOLTAGE AND LOCATION EQUIPMENT IS FED FROM.



**TYPICAL FIRE ALARM DEVICE DETAIL**  
NOT TO SCALE

- NOTES:**
1. IDENTIFY ALL NEW AND EXISTING NON-ADDRESSABLE FIRE ALARM DEVICES WITH THE NON-ADDRESSABLE LOOP NUMBER.
  2. IDENTIFY ALL NEW AND EXISTING ADDRESSABLE DEVICES WITH DEVICE ADDRESS.
  3. INCREASE TEXT SIZE FOR DEVICES LOCATED ABOVE 10' AFF TO 1/2" HIGH 14 POINT LETTERING.

**DESIGN DEVELOPMENT  
NOT FINAL  
NOT FOR CONSTRUCTION**

REVISIONS	DATE	BY	DESCRIPTION

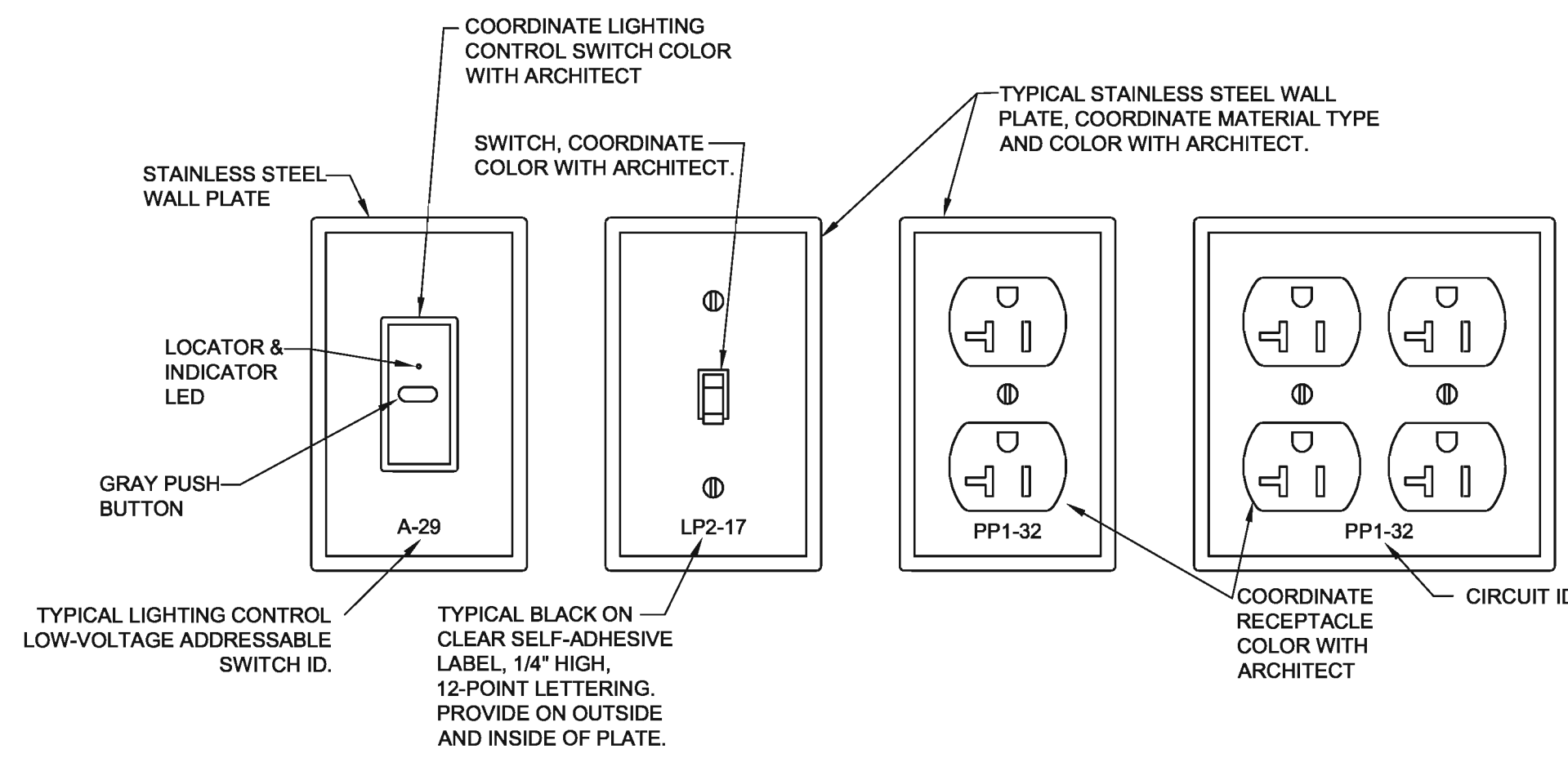
DRAWN BY: MAS  
REVIEWED BY: DB  
JOB #: LVE-17082  
SHEET TITLE

SHEET #

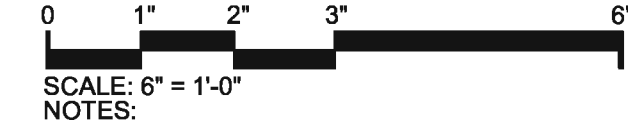
**E7.1**

SCALE: AS NOTED  
DATE: 2018-DEC-03

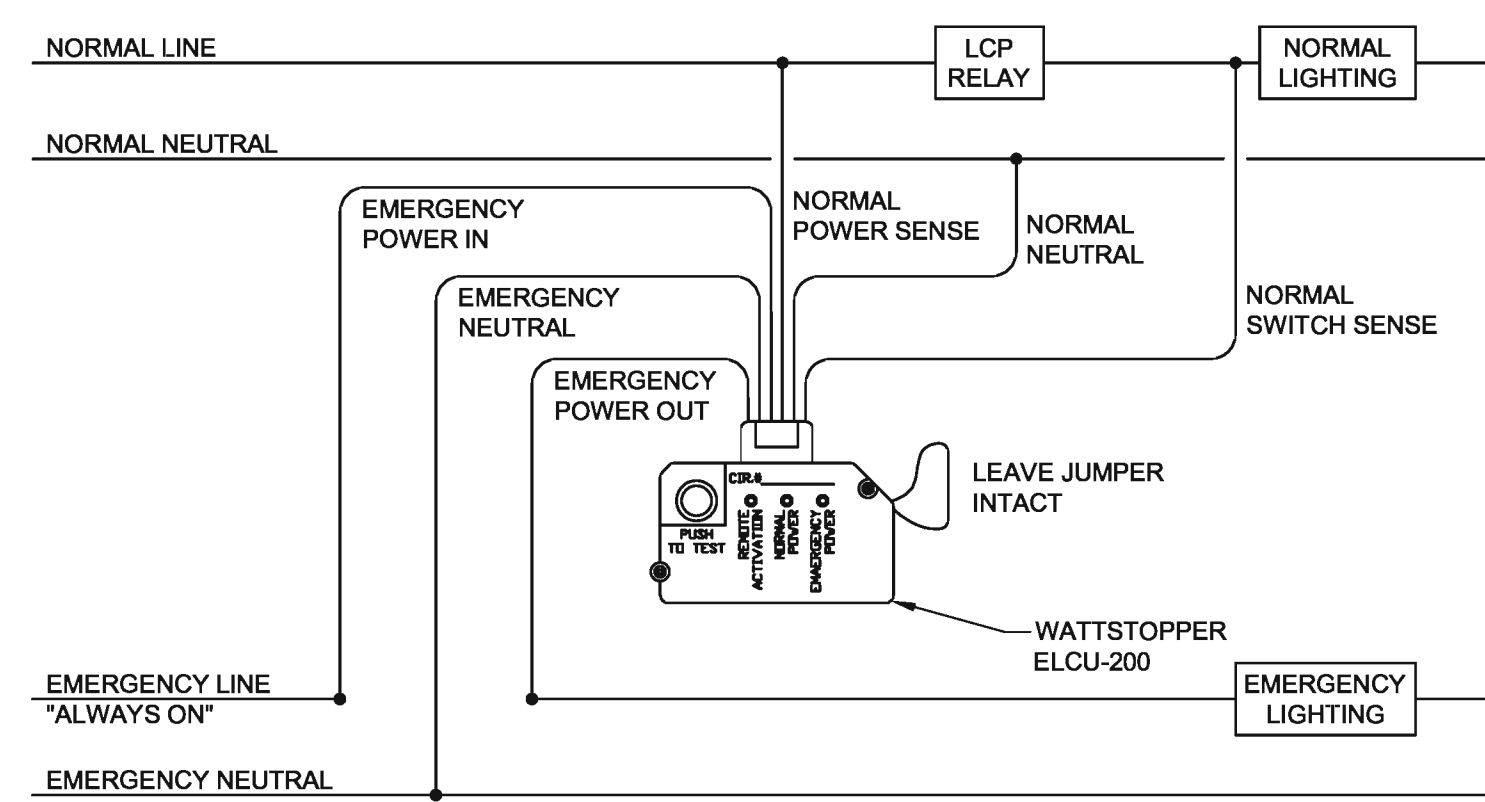
**DETAILS**



**TYPICAL WIRING DEVICE DETAIL**



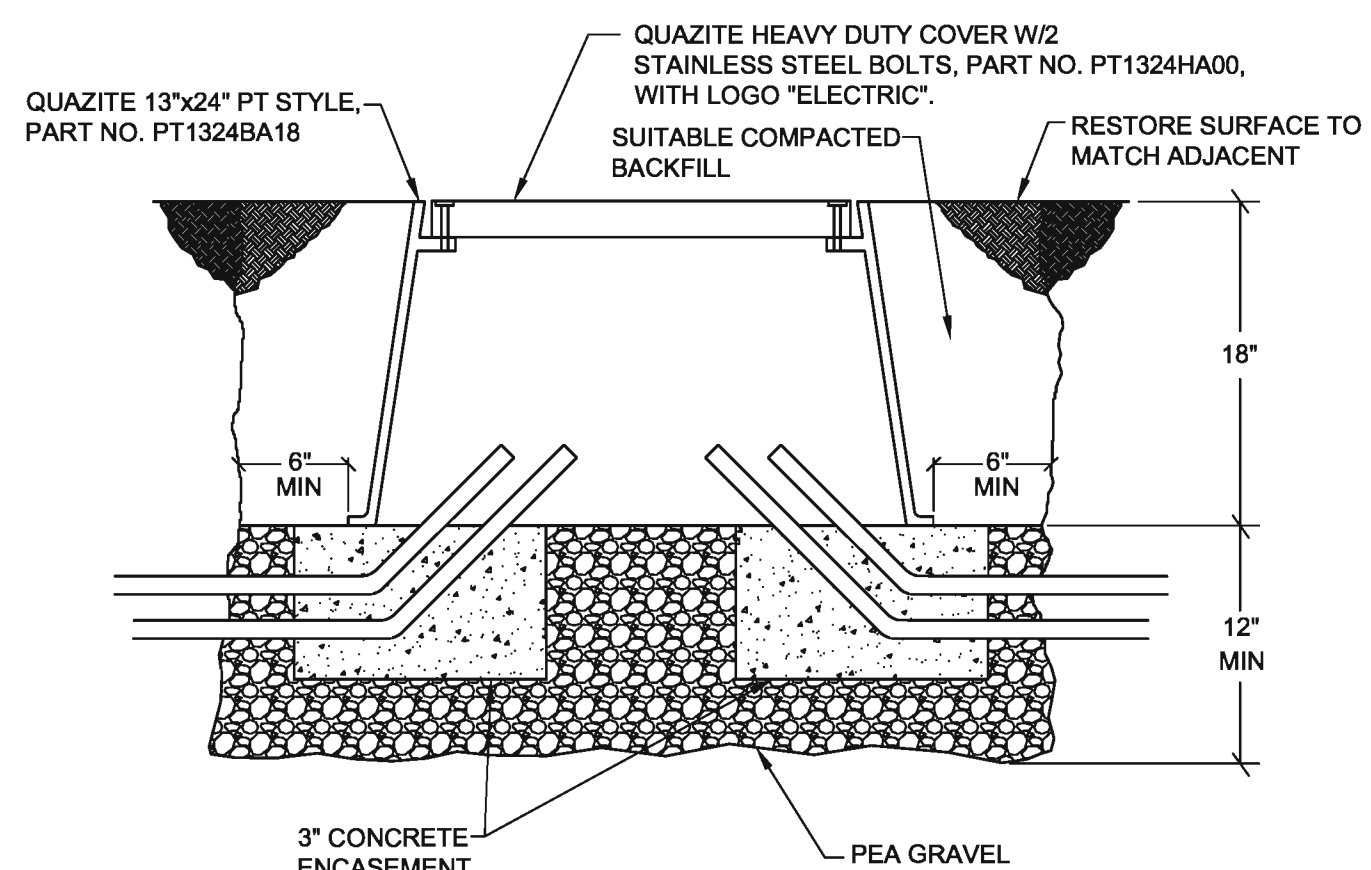
- NOTES:
1. PROVIDE KEYS LOW-VOLTAGE LIGHTING CONTROL SWITCHES WHERE INDICATED ON THE DRAWINGS.
  2. PROVIDE ADDITIONAL LABEL ON THE INSIDE OF THE COVERPLATE.
  3. EC SHALL COORDINATE DEVICE COLORS AND DEVICE COVERPLATE MATERIAL AND COLOR WITH ARCHITECT PRIOR TO NEW WORK.



**EMERGENCY LIGHTING CONTROL DETAIL**

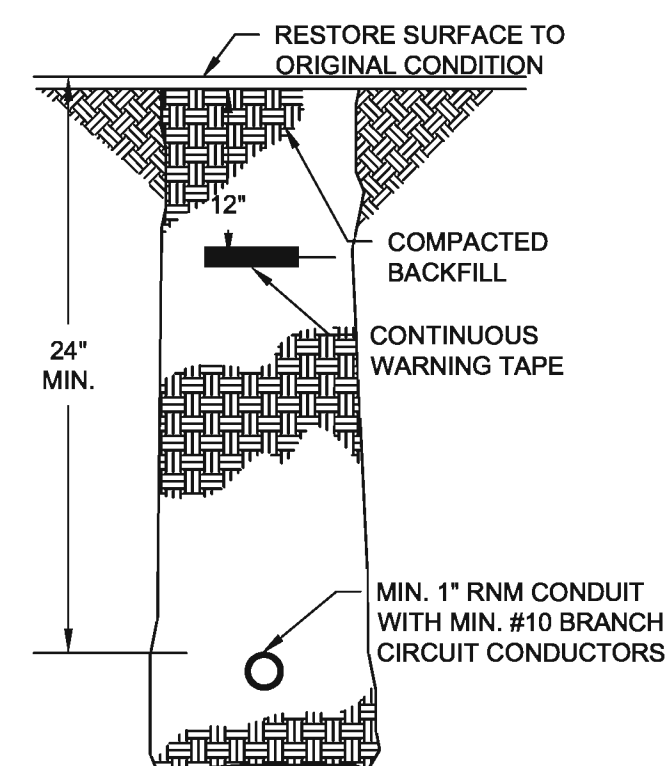
NO SCALE

- NOTES:
1. PROVIDE ONE SHUNT RELAY FOR EACH LCP EM RELAY.
  2. MOUNT SHUNT RELAYS IN DEDICATED ENCLOSURE NEXT TO LCP.



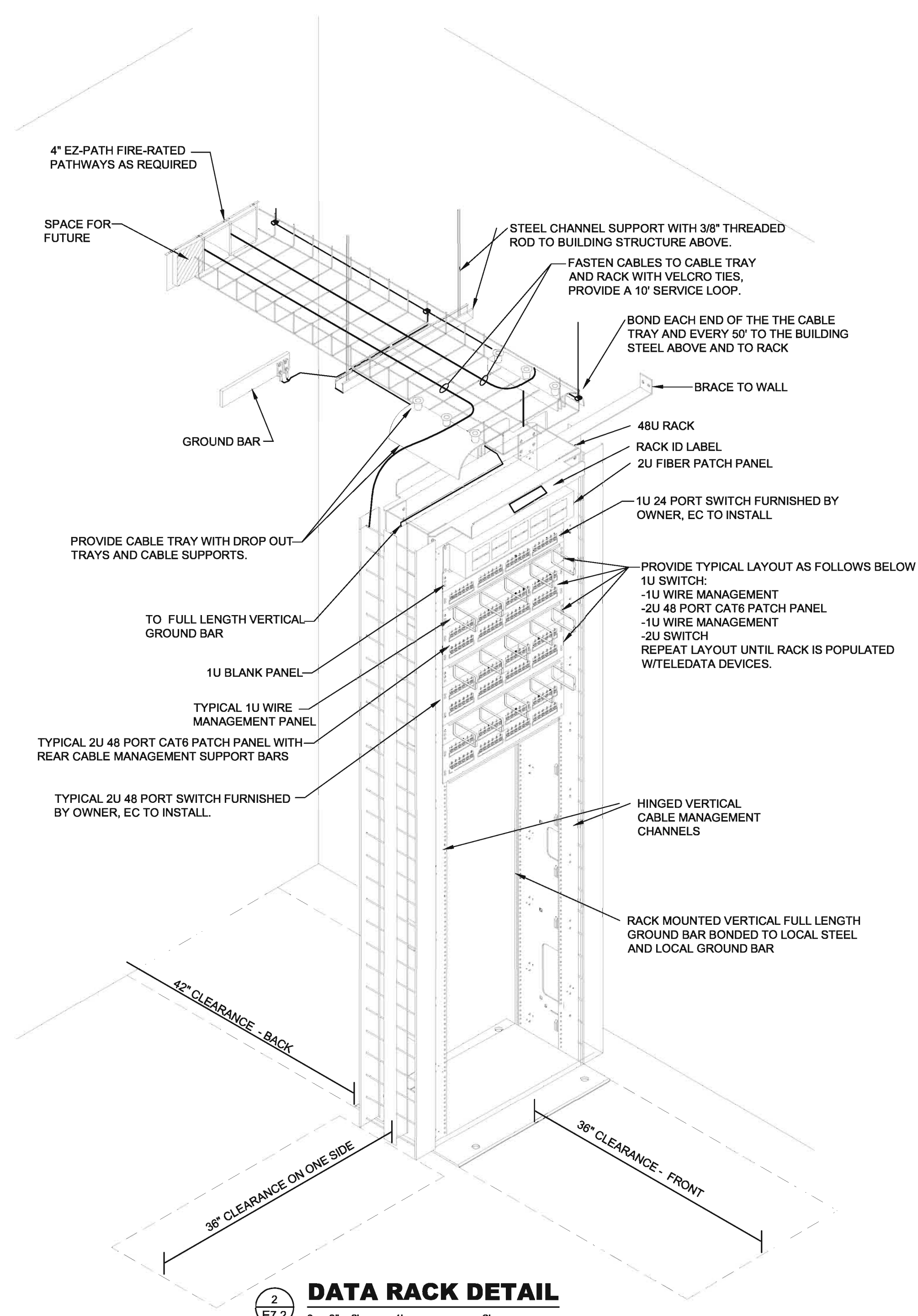
**TYPICAL HANDHOLE DETAIL**

NO SCALE

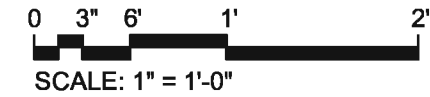


**TYPICAL UNDERGROUND CONDUIT DETAIL**

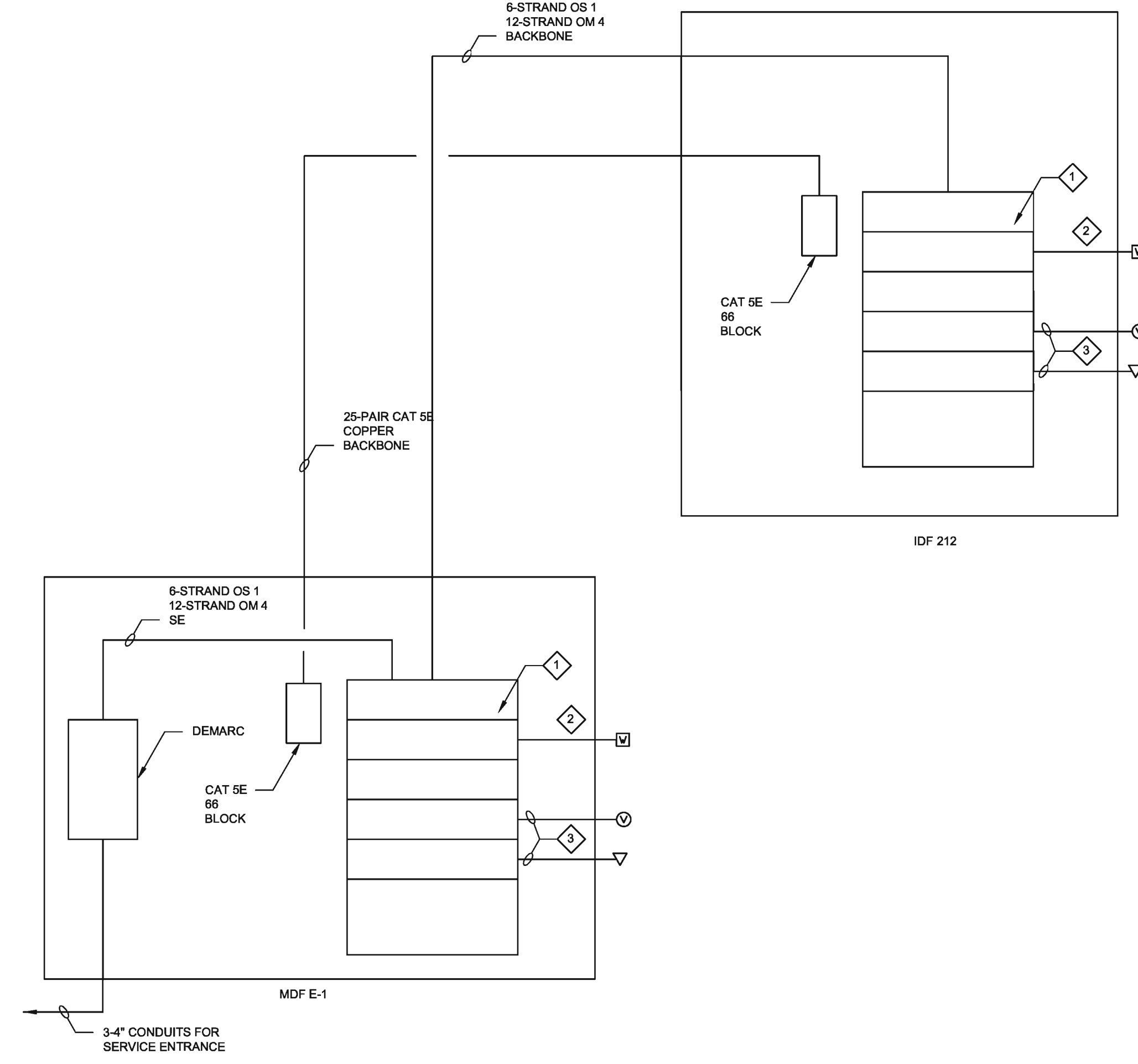
NO SCALE



**DATA RACK DETAIL**



- NOTES:
1. STARTING UNDER FIBER PATCH CABINET, PROVIDE ENOUGH 48 PORT PATCH PANELS TO TERMINATE AT LEAST 25% MORE THAN INSTALLED CABLES EACH FOR VOICE AND DATA.
  2. PROVIDE 1U HORIZONTAL WIRE MANAGEMENT PANEL ABOVE AND BELOW EACH PATCH PANEL AND SWITCH.
  3. PROVIDE A VERTICAL POWER STRIP FOR EACH RACK. PLUG POWER STRIP INTO SPECIAL RECEPTACLE ABOVE.
  4. PROVIDE HORIZONTAL BRACE TO NEAREST WALL.
  5. BOND GROUND BAR TO CABLE TRAY, RACK, LOCAL BUILDING STEEL AND SERVICE ENTRANCE GROUND BUS. PROVIDE 12"x4"x.25" COPPER GROUND BAR WITH BRACKET AND STAND-OFF INSULATORS, TYPE CC HOLE PATTERN.
  6. EXPOSED POWER CIRCUITING TO BE IN CONDUIT.



**DATA RISER**

NO SCALE

**KEY NOTES**

- 1. DUAL CAT 6A TO WAP FROM DEDICATED CAT 6A PATCH PANEL.
- 2. FIBER PATCH PANEL.
- 3. CAT 6 CABLES TO VIDEO SURVEILLANCE OR OTHER DATA JACKS FROM STANDARD CAT 6 PATCH PANELS.

NO.	REVISIONS

DRAWN BY: MAS  
 REVIEWED BY: DB  
 JOB #: LVE-17082  
 SHEET TITLE

**DETAILS**

SHEET #

**E7.2**

SCALE: AS NOTED  
 DATE: 2018-DEC-03

DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION

**Luminaire Schedule**

- 1. All luminaires must be listed and labeled by an NRTL, as required by the NEC.
- 2. No luminaire selection should be considered final. Selections represent placeholders indicating required quality and aesthetic. Photometric analysis shall be completed to aid final selections.

Type	Manuf.	Model	Mounting	Description	Source	Color	CRI	Lumens	Lumen Maint	Driver	Voltage	VA	W
SLA	Architectural Area Lighting	SLV1	12' x 4" straight round aluminum pole on concrete base	Decorative pedestrian-scale modern posttop, type 3 distribution, standard powdercoat finish TBD	LED	4000K	70	3200	L70 60k hrs	Fixed	120-277	144	129
	Architectural Area Lighting	SLV1	Surface, 6" wall arm	4' linear outdoor up/down, asymmetric direct, wall wash indirect	LED	4000K	80	1000/ft		0-10V	120-277		
A23	Lumenwerx	NOVARS	Grid	2'x2' architectural troffer	LED	3500K		3200		0-10V	120-277		
	Lumenwerx	NOVARS	Grid	2'x4' architectural troffer	LED	3500K		5500		0-10V	120-277		
B13	Elite	FPL1	Grid	1'x4' flat panel	LED	3500K	85	3000		0-10V	120-277		
	Elite	FPL1	Grid	2'x2' flat panel	LED	3500K	85	3000		0-10V	120-277		
B44	Elite	FPL1	Grid	2'x4' flat panel	LED	3500K	85	4000		0-10V	120-277	45	40
	Elite	FPL1	Grid	2'x4' flat panel	LED	3500K	85	6000		0-10V	120-277	67	60
C23	Focal Point	Skydome	Surface	2' diameter	LED	3500K		3000		0-10V	120-277		
	Focal Point	Skydome	Surface	3' diameter	LED	3500K		5000		0-10V	120-277		
C49	Focal Point	Skydome	Surface	4' diameter	LED	3500K		9000		0-10V	120-277		
	Intense	Gravity	Recessed	6" open downlight, self-flanged haze reflector, 40 degree flood	LED	3500K		1800		0-10V	120-277	28	25
D62	Intense	Gravity	Recessed	8" open downlight, self-flanged haze reflector, 40 degree flood	LED	3500K		2900		0-10V	120-277	28	25
	Emergillite Lithonia Sure-lites	WW-LEDP1R LESW1R CX-61-WH	Surface, universal	Single-faced exit sign, universal mount, white die-cast aluminum housing, red lettering, concealed chevron knockouts, AC-only	LED	Red	-	-	-	Fixed	120-277	5	4
E2	Emergillite Lithonia Sure-lites	WW-LEDP2R LESW2R CX-62-WH	Surface, universal	Double-faced exit sign, universal mount, white die-cast aluminum housing, red lettering, concealed chevron knockouts, AC-only	LED	Red	-	-	-	Fixed	120-277	9	8
	Lumium	Oxygen O3.3	Pendant	3" diameter linear direct/indirect, continuous length as shown on plans	LED	3500K		725/ft down 710/ft up		0-10V	120-277		
G7	Lumium	Oxygen O3.3	Wall	3" diameter linear direct/indirect, 6" rotational wall mount, continuous length as shown on plans, custom paint color	LED	3500K		725/ft down 710/ft up		0-10V	120-277		
	OCL	SL1 P1EM	Pendant	4' diameter ring, multiple mounting points, straight white cord, downlight only, custom paint color	LED	3500K		7700		0-10V	120-277	134	120
H6	OCL	SL1 P1EM	Pendant	6' diameter ring, multiple aircraft cable mounting points, straight white cord, downlight only, custom paint color	LED	3500K		12000		0-10V	120-277	200	180
	OCL	SL1 P1EM	Pendant	8' diameter ring, multiple aircraft cable mounting points, straight white cord, downlight only, custom paint color	LED	3500K		16000		0-10V	120-277	278	250
H9	OCL	SL1 P1EM	Pendant	10' diameter ring, multiple aircraft cable mounting points, straight white cord, downlight only, custom paint color	LED	3500K		20000		0-10V	120-277	345	310
	Columbia	LCL	Pendant	Chain hung 4' strip	LED	3500K	80	5300	L80 50k hrs	Fixed	120-277	47	42
J5	Finelite	HP4 P	Recessed	4" slot, flush diffuser, symmetric distribution, continuous length as shown on plans	LED	3500K	80	479/ft	L90 100k hrs	0-10V	120-277	6/ft	5/ft
	Finelite	HP4 WW FO	Recessed	4" slot, flush diffuser, wall wash distribution, continuous length as shown on plans	LED	3500K	80	353/ft	L90 100k hrs	0-10V	120-277	5/ft	4/ft
L61	Intense	Gravity	Recessed	6" lensed downlight, self-flanged haze reflector, 40 degree flood, wet location	LED	3500K		1000		0-10V	120-277		
	Intense	Gravity	Recessed	8" lensed downlight, self-flanged haze reflector, 40 degree flood, wet location	LED	3500K		1750		0-10V	120-277	28	25

Type	Manuf.	Model	Mounting	Description	Source	Color	CRI	Lumens	Lumen Maint	Driver	Voltage	VA	W
M1	Lightnet	1Q G3	Pendant	100" arc, 6' radius, aircraft cable mounting, straight white cord, downlight only	LED	3500K	80	510/ft		0-10V	120-277	12/ft	10/ft
	Lightnet	1Q G3	Pendant	100" arc, 3' radius, aircraft cable mounting, straight white cord, downlight only, custom paint color	LED	3500K	80	510/ft		0-10V	120-277	12/ft	10/ft
M2	Lightnet	1Q G3	Pendant	60" arc, 14' radius, aircraft cable mounting, straight white cord, downlight only, custom paint color	LED	3500K	80	510/ft		0-10V	120-277	12/ft	10/ft
	Lightnet	1Q G3	Pendant	60" arc, 24' radius, aircraft cable mounting, straight white cord, downlight only, custom paint color	LED	3500K	80	510/ft		0-10V	120-277	12/ft	10/ft
M3	Lightnet	1Q G3	Pendant	30" arc, 32' radius, aircraft cable mounting, straight white cord, downlight only, custom paint color	LED	3500K	80	510/ft		0-10V	120-277	12/ft	10/ft
	OCL	TR1	Pendant	30"H x 5' diameter Turris pendant, custom length white cord, custom custom paint color	LED	3500K	80	2100		0-10V	120-277	28	25
P	Existing	Existing	Fluorescent retrofit	4' x 4' imitation skylight with 8 tubes, provide retrofit LED tubes	LED	3500K	80	2000/tube			120-277		
	Color Kinetics	eW Cove QLX Powercore	Fluorescent retrofit	Continuous cove, medium beam, provide segments as required, permanent wiring compartment and jumpers between segments	LED	3500K	80	400/ft			120-277		
Q	Acclaim		Surface	24VDC continuous tape light with aluminum mounting channel, lens, end caps. Conceal low-voltage wiring in cabinet construction to remote driver above ceiling	LED	3500K	80	232/ft	L70 50k hrs	Remote	120-277		
	R1			0.75" x 0.75" 45 degree aluminum mounting channel									
R2	Vode	107-WG	Stack	0.25"H flat aluminum mounting channel									
	S		Stack	Continuous linear asymmetric, 18" wall arm, integral power unit on top of stack, zipper board, white baffle, edgesoft	LED	3500K	80	583/ft		Remote	120-277	7/ft	6/ft
T	Aiko	Aris series	Surface	Horizontal spread spotlight for signage	LED	3500K	80				120-277		
	Color Kinetics	eW Profile Powercore	Surface, undercabinet	Continuous undercabinet, provide segments as required, permanent wiring compartment and jumpers between segments	LED	3500K	80				120-277		
V			Surface	8' track with 8 flood heads	LED	3500K	80				120	600	240



GODSHALL KANE O'ROURKE ARCHITECTS, LLC  
 300 Brookside Avenue  
 1st Floor, Suite 150  
 Allentown, PA 18102  
 T: 215-646-2003 F: 215-646-5707 W: gkarchitects.com



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REVISIONS	DATE	DESCRIPTION

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REVIEWED BY	DB
JOB #	LVE-17082
SHEET TITLE	

SCHEDULES

SHEET #

E8.1

SCALE	AS NOTED
DATE	2018-DEC-03

DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION

SEE REFER TO SPECIFICATIONS FOR MORE INFORMATION.



**REFLECTED CEILING PLAN KEYNOTES:**

- NOTE: ALL CEILING GRID AND TILE INDICATED ON DRAWINGS ARE NEW UNLESS SPECIFICALLY NOTED OTHERWISE BY KEYNOTE DESCRIPTIONS BELOW.
- ① NOT USED
  - ② NOT USED
  - ③ NOT USED
- SEE "CLOUDED" NOTES

**GENERAL NOTES**

1. THIS SHEET IS FOR REFERENCE ONLY IN AN ATTEMPT TO SHOW AND COORDINATE M.E.P. ITEMS NECESSARY FOR DESIGN PURPOSES ONLY. THERE WILL BE NO ADDITIONAL COST TO THE OWNER FOR ITEMS SHOWN ON THE M.E.P. DRAWINGS. REFER TO M.E.P. DRAWINGS FOR QUANTITY OF SERVICES REQUIRED PER CONTRACT.
2. ADDITIONAL CEILING TILE ONE - FULL TILE STARTING POINT INDICATED BY \* WHERE NO STARTING POINT IS INDICATED OR OTHERWISE NOT PROVIDED, GRID TO CENTERED WITHIN ROOM.
3. ALL LIGHT FIXTURE DIMENSIONS SHOWN ARE TO CENTERLINE OF FIXTURE UNLESS NOTED OTHERWISE.
4. ALUM. FACE OF SOFFIT WITH FACE OF FINISH WALL BY COLLUM ENCLASURE UNLESS NOTED OTHERWISE.
5. ALL DIMENSIONS ARE CENTERED IN THE CEILING / SOFFIT UNLESS NOTED OTHERWISE.
6. WHERE EXISTING CEILING TO REMAIN, PLACE NEW LIGHT FIXTURES IN EXISTING FIXTURE LOCATIONS UNLESS NOTED OTHERWISE. PATCH EXISTING GYM CEILING AND REPLACE DAMAGED CEILING TILES AS REQUIRED. (SEE NOTES)
7. ALL EXPOSED GYMNASTIC RINGS AND COMPONENTS SHALL BE PAINTED BY THE GC TO MATCH THE ADJACENT GYM FLOOR UNLESS NOTED OTHERWISE OR INSTRUCTED BY THE ARCHITECT IN THE FIELD.
8. PAINT ALL EXPOSED LINTELS TO MATCH THE ADJACENT SURFACE COLOR UNLESS NOTED OTHERWISE OR INSTRUCTED BY THE ARCHITECT IN THE FIELD.
9. WHERE EXISTING CEILING TILE IS BEING REUSED IN A NEW SUSPENDED GRID, MATCH THE ASSOCIATED EXISTING GRID TYPE.
10. ALL EXISTING CEILING TILE INTENDED FOR REUSE SHALL BE "UNDAMAGED/UNSTAINED".
11. SUSPENSION GRIDS SHALL BE COMPATIBLE W/ CEILING BEING REUSED.
12. EXISTING CEILING TILES WITH TEGULAR EDGING SHALL BE IN TACT (UNDAMAGED) OR REPAIRED WITH TOUCH-UP PAINT WHERE POSSIBLE.
13. WHERE EXISTING LIGHTS ARE BEING RE-POSITIONED AS PER THIS V.E. PLAN, NEW GRID MUST BE USED.

\* FOR "CLOUDED" SPACES ONLY

- NOTE:
1. IF IS THE CONTRACTOR'S OPTION TO RETURN THE EXISTING CEILING GRID IN ORIGINAL FINISH, EXISTING CEILING TILE WILL BE RETAINED. REPAIRED AND WHERE NECESSARY, RE-POSITIONED TO BE REUSED.
  2. CONTRACTOR RESPONSIBILITY TO VERIFY THAT THERE WILL BE SUFFICIENT QUANTITY OF CEILING TILE FOR REUSE AS SHOWN. OTHERWISE, PROVIDE NEW CEILING TILE IN FULL OF EXISTING.
  3. CARE MUST BE TAKEN IN THE REMOVAL OF EXISTING CEILING TILE SO THAT IT MAY BE REUSED.
  4. FOR AN INDIVIDUAL ROOM, SPACE, OR OPEN AREA, ONLY A SINGLE TYPE OF EXISTING CEILING TILE MAY BE REUSED. DO NOT MIX CEILING TILE TYPES.

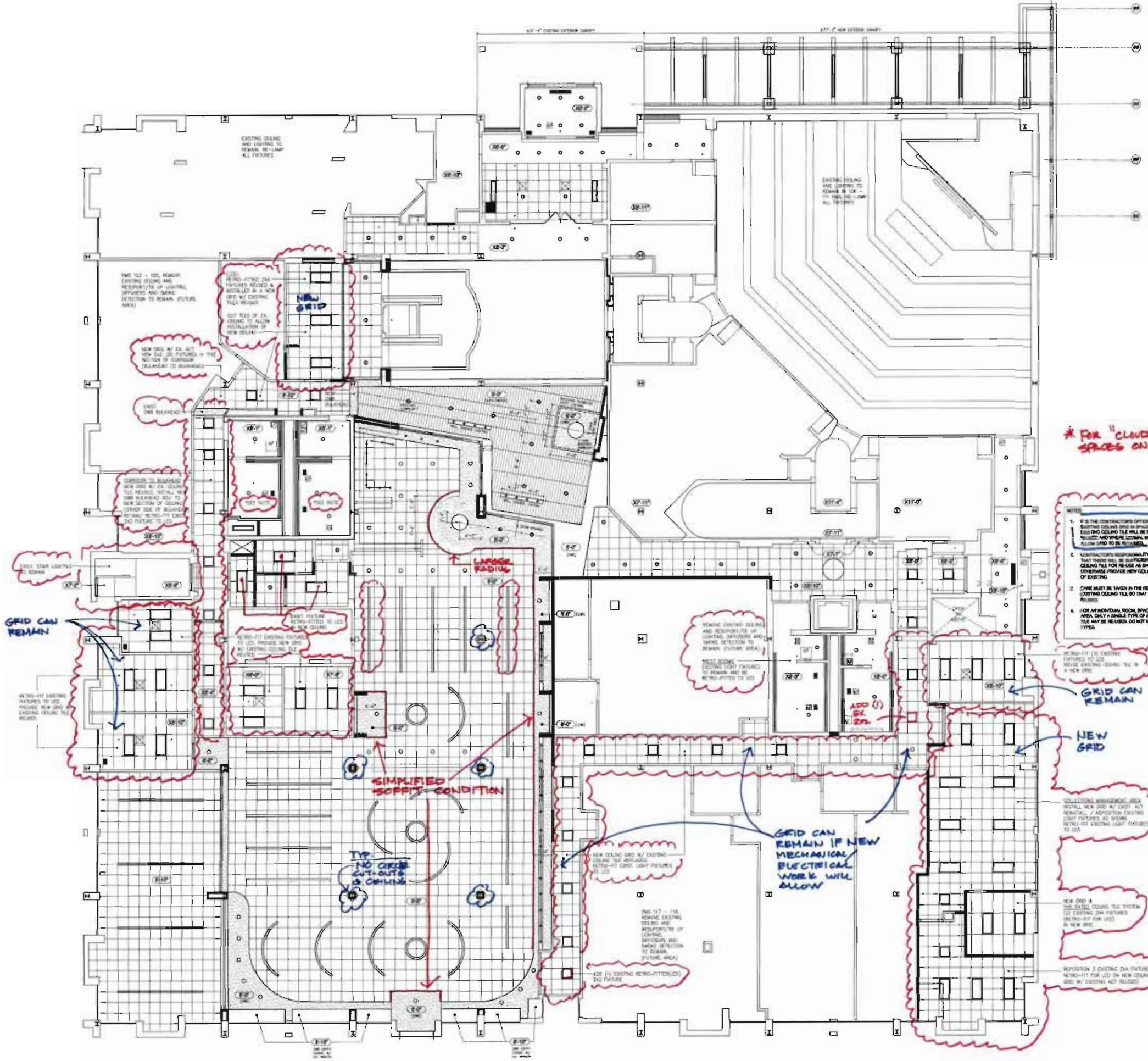
GRID CAN REMAIN

NEW GRID

ADDITIONAL V.E. NOTES 2/27/19

VALUE ENGINEERING STUDY 2/21/19

- EXISTING CEILING TILE (WHERE POSSIBLE)
- RETRO-FIT SPECIFIC EXIST. LIGHT FIXTURES TO LED



ODDSMALL KANE D'HOURE ARCHITECTS, LLC  
 200 Brookside Avenue  
 Ardmore, PA 19003  
 P: 215.948.1370  
 W: gkoarchitects.com



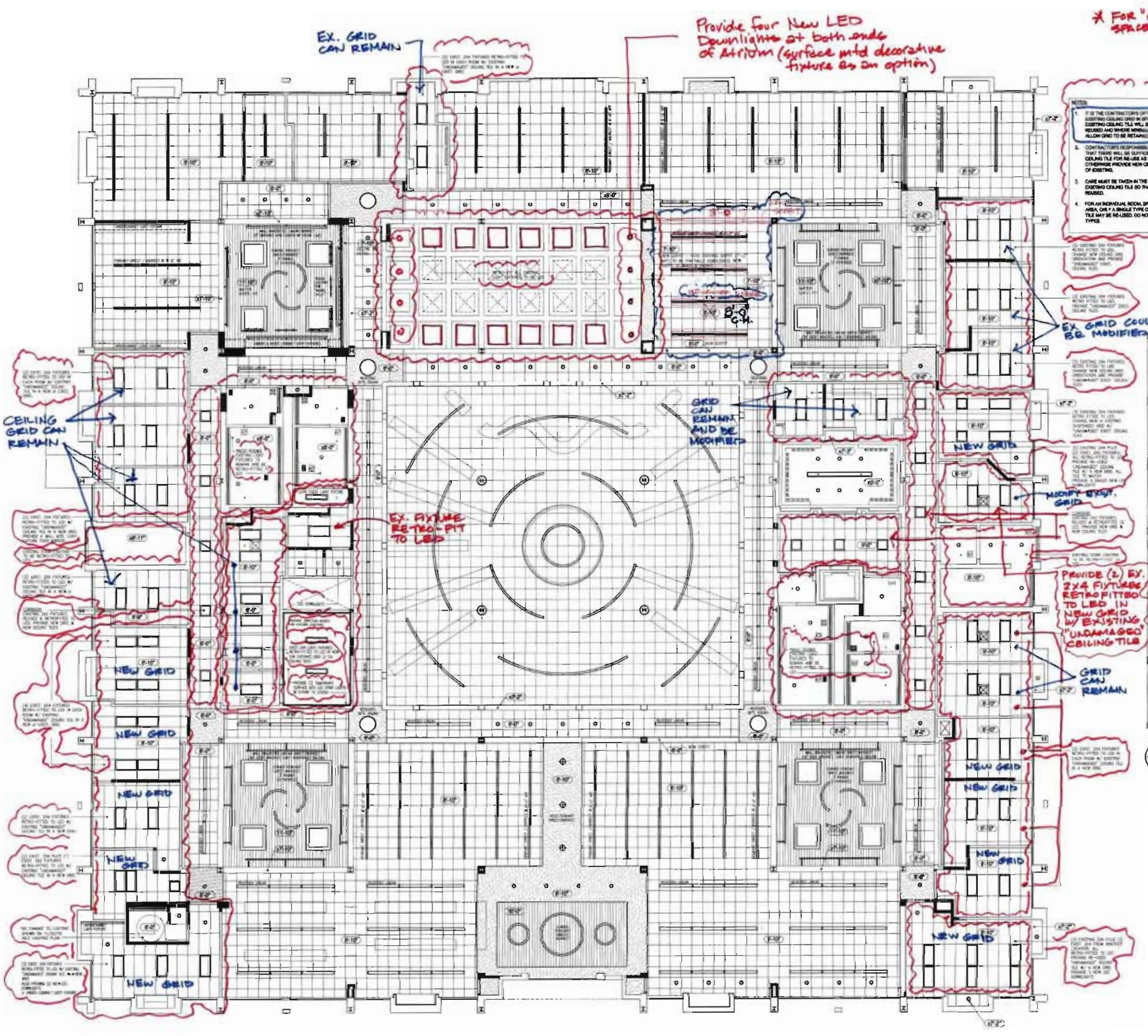
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DESIGNED BY	SF/MJ
DRAWN BY	XXX
DATE	2/24

GROUND LEVEL REFLECTED CEILING PLAN

A6.1ve

AS NOTED 11-30-2016



Provide four New LED Downlights at both ends of Atrium (surface mid decorative fixture as an option)

X FOR "CLOUSED" SPACES ONLY

NOTES:  
1. IT IS THE CONTRACTOR'S OPTION TO REMOVE THE EXISTING CEILING GRID IN SPACES WHERE EXISTING CEILING TILE WILL BE RETAINED - REMOVE AND BRUSH MINIMAL SURFACE WILL ALLOW GRID TO BE RETAINED.  
2. CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THERE WILL BE SUFFICIENT QUANTITY OF CEILING TILE FOR REUSE AS SHOWN. OTHERWISE PROVIDE NEW CEILING TILE IN LIEU OF EXISTING.  
3. CARE MUST BE TAKEN IN THE REMOVAL OF EXISTING CEILING TILE SO THAT IT MAY BE REUSED.  
4. FOR AN INDIVIDUAL ROOM, SPACE, OR OTHER AREA, OR A SINGLE TYPE OF EXISTING CEILING TILE MAY BE REUSED, DO NOT MIX CEILING TILE TYPES.

EX GRID COULD BE MODIFIED

GRID CAN REMAIN

REFLECTED CEILING PLAN KEYNOTES:

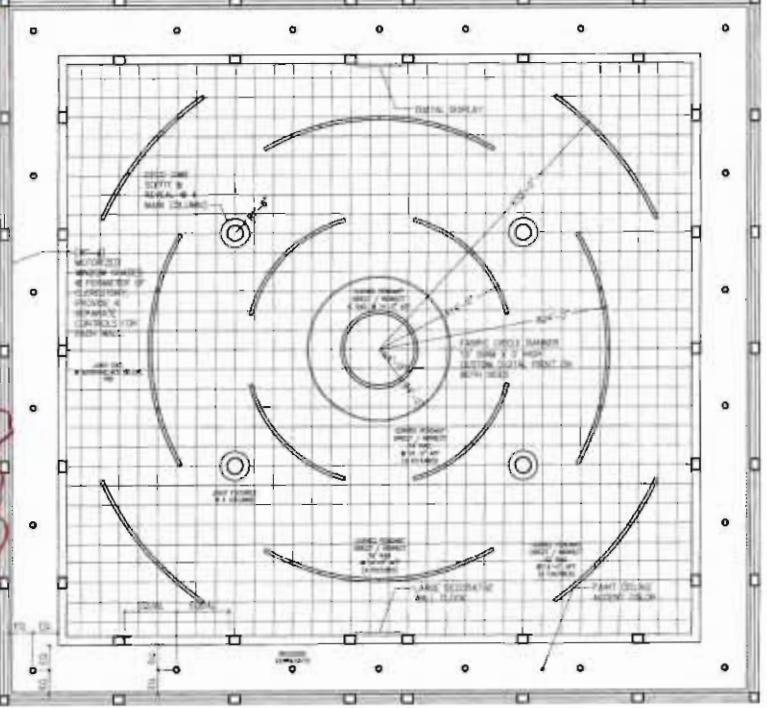
NOTE: ALL CEILING GRID AND TILE INDICATED ON DRAWINGS ARE NEW UNLESS SPECIFICALLY NOTED OTHERWISE BY KEYNOTE DESCRIPTIONS BELOW.

- 1. NOT USED
  - 2. NOT USED
  - 3. NOT USED
- SEE "CLOUSED" NOTES

GENERAL NOTES

1. THIS SHEET IS FOR REFERENCE ONLY IN AN ATTEMPT TO DESIGN AND COORDINATE W/E.R. ITEMS NECESSARY FOR DESIGN PURPOSES ONLY. THERE WILL BE NO ADDITIONAL COST TO THE OWNER FOR UNLESS SHOWN ON THE W.E.P. DRAWINGS REFER TO W.E.P. DRAWINGS FOR QUANTITY OF ITEMS REQUIRED FOR CONTRACT.
2. ADDITIONAL CEILING TILE GRID - FULL TILE STARTING POINT INDICATED BY  $\oplus$  WHERE NO STARTING POINT IS INDICATED OR DIMENSIONS ARE PROVIDED, USE IS DETERMINED BY ROOM ROOM.
3. ALL LIGHT FIXTURE DIMENSIONS SHOWN ARE TO CENTERLINE OF FIXTURE UNLESS NOTED OTHERWISE.
4. ALIGN FACE OF SCOFF WITH FACE OF BRICK WALL OR COLUMN ENCLOSURE UNLESS NOTED OTHERWISE.
5. ALL DIMENSIONS ARE INDICATED IN SAME DIRECTION / SENSE, UNLESS NOTED OTHERWISE.
6. WHERE EXISTING CEILING TO REMAIN, PLACE NEW LIGHT FIXTURES IN EXISTING FIXTURE LOCATIONS (UNLESS NOTED OTHERWISE). PATCH EXISTING GYM CEILING AND REPAIRS DAMAGED CEILING TILES AS REQUIRED.
7. ALL EXISTING LIGHTING, FINISHES AND COLORS SHALL BE MATCHED BY THE GC TO MATCH THE ADJACENT SURFACE COLOR UNLESS NOTED OTHERWISE OR INSTRUCTED BY THE ARCHITECT IN THE FIELD.
8. PAINT ALL EXPOSED UNITS TO MATCH THE ADJACENT SURFACE COLOR UNLESS NOTED OTHERWISE OR INSTRUCTED BY THE ARCHITECT IN THE FIELD.
9. WHERE EXISTING CEILING TILE IS BEING REUSED IN A NEW SUSPENDED GRID, MATCH THE ADJACENT EXISTING GRID TYPE.
10. ALL EXISTING CEILING TILE REMOVED FOR REUSE SHALL BE "THANISHED" / UNPAINTED.

11. SUSPENSION GRIDS SHALL BE COMPATIBLE W/ TYPE OF CEILING TILE BEING RE-USED
12. EXISTING CEILING TILES WITH REGULAR EDGING SHALL BE INTACT (UN-DAMAGED) OR REPAIRED WITH TOUCH-UP PAINT WHERE POSSIBLE.
13. WHERE EXISTING LIGHTS ARE BEING RE-POSITIONED AS PER THIS "VE" PLAN, NEW GRID MUST BE USED.



2 REFLECTED CEILING PLAN @ UPPER LEVEL GREAT HALL CLERESTORY  
A6.2 SCALE 1/8" = 1'-0"

ADDITIONAL V.E. NOTES  
2/27/2019

VALUE ENGINEERING STUDY 2/21/19  
• EXISTING CEILING TILE RE-USE (WHERE POSSIBLE)  
• RETRO-FITTING OF SPECIFIC EXISTING LIGHT FIXTURES TO LED

ODDSHALL KANE O'Rourke ARCHITECTS, LLC  
300 Brookside Avenue  
Ardmore, PA 19003  
T: 215.648.5707 W: gkoarchitects.com



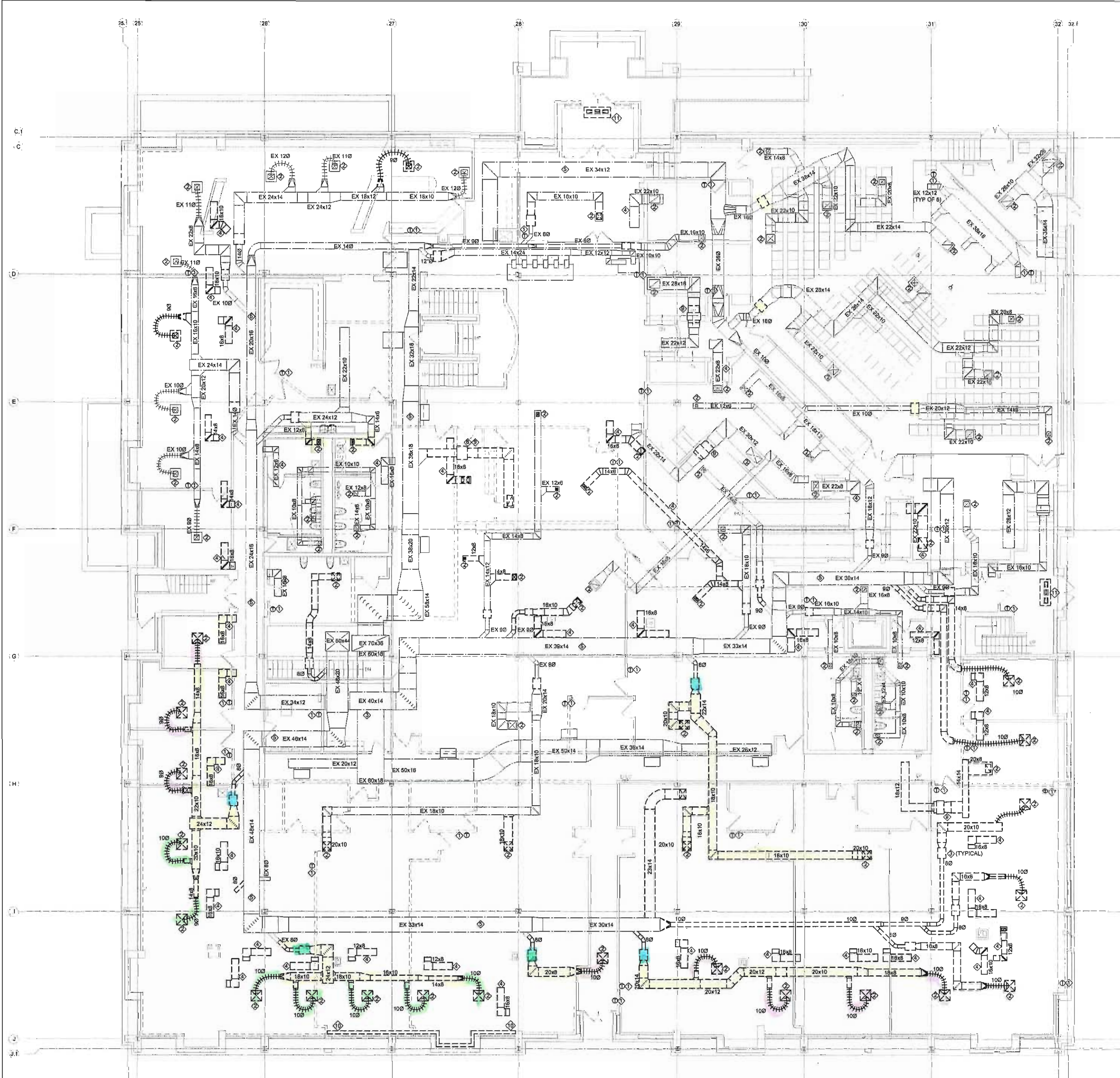
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FORT WASHINGTON, PA 19034

DESIGNER	SF/MJ
REVISION	XXXX
DATE	2404

UPPER LEVEL REFLECTED CEILING PLAN

A6.2VE





**GROUND LEVEL FLOOR PLAN - DEMOLITION**  
 Scale: 1/8" = 1'-0"

**KEYNOTES - DEMOLITION**

- 1. REMOVE EXISTING THERMOSTAT INCLUDING ALL ASSOCIATED WIRING OR PNEUMATIC TUBING BACK TO SOURCE. PATCH WALL TO MATCH EXISTING CONSTRUCTION AND FINISH.
- 2. REMOVE EXISTING GRILLE, REGISTER, OR DIFFUSER INCLUDING BRANCH DUCT BACK TO MAIN, WHERE EXISTING MAIN DUCTWORK IS SHOWN TO REMAIN. CAP BRANCH DUCT TAKE-OFF.
- 3. REMOVE EXISTING VAV BOX AND ALL ASSOCIATED CONTROL.
- 4. REMOVE EXISTING DUCTWORK AS SHOWN. REMOVE ALL ASSOCIATED DUCT ACCESSORIES INCLUDING FIRE DAMPERS, ATC DAMPER, DUCT HANGERS AND INSULATION. WHERE DUCTWORK IS SHOWN TO BE REMOVED BACK TO ACTIVE MAIN, CAP EXISTING TAKE-OFF AT MAIN, WHERE DUCTWORK PENETRATES AN EXISTING WALL OR FLOOR. PATCH EXISTING WALL OR FLOOR PENETRATIONS TO MATCH EXISTING CONSTRUCTION AND FIRE RATING.
- 5. PERFORM DUCT CLEANING IN ACCORDANCE WITH MADCA STANDARDS ON EXISTING DUCTWORK TO REMAIN IN SERVICE. PROVIDE 12 x 12 OR EQUIVALENT DUCT ACCESS PANELS AT 25 - 0" INTERVALS AND AT CHANGES IN DUCT DIRECTION TO FACILITATE CLEANING OPERATIONS.
- 6. REMOVE EXISTING CEILING/IN-LINE EXHAUST FAN AND ALL ASSOCIATED DUCTWORK, SUPPORTS, AND CONTROLS, E.C. TO REMOVE POWER WIRING BACK TO SOURCE.
- 7. REMOVE EXISTING ELECTRIC DUCT COIL AND ALL ASSOCIATED CONTROLS, E.C. TO REMOVE POWER WIRING BACK TO SOURCE.
- 8. REMOVE EXISTING UNIT HEATER AND CONTROLS.
- 9. REMOVE EXISTING EXHAUST FAN AND ALL ASSOCIATED CONTROLS.
- 10. REMOVE EXISTING HW BASEBOARD AND ALL ASSOCIATED PIPING.
- 11. REPLACE EXISTING HW CABINET HEATER.

*Reuse duct work*  
*Reuse Diffuser & Flex*  
*New Diffuser & Flex*  
*new VAV Box to change w/ Return*

DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION



GODSHALL, KANE, O'ROURKE ARCHITECTS, LLC  
 310 Rockledge Ave  
 Ambler, PA 19002  
 T: 215.646.2003 F: 215.646.5707 W: gkaarchitects.com



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 FORT WASHINGTON, PA 19034

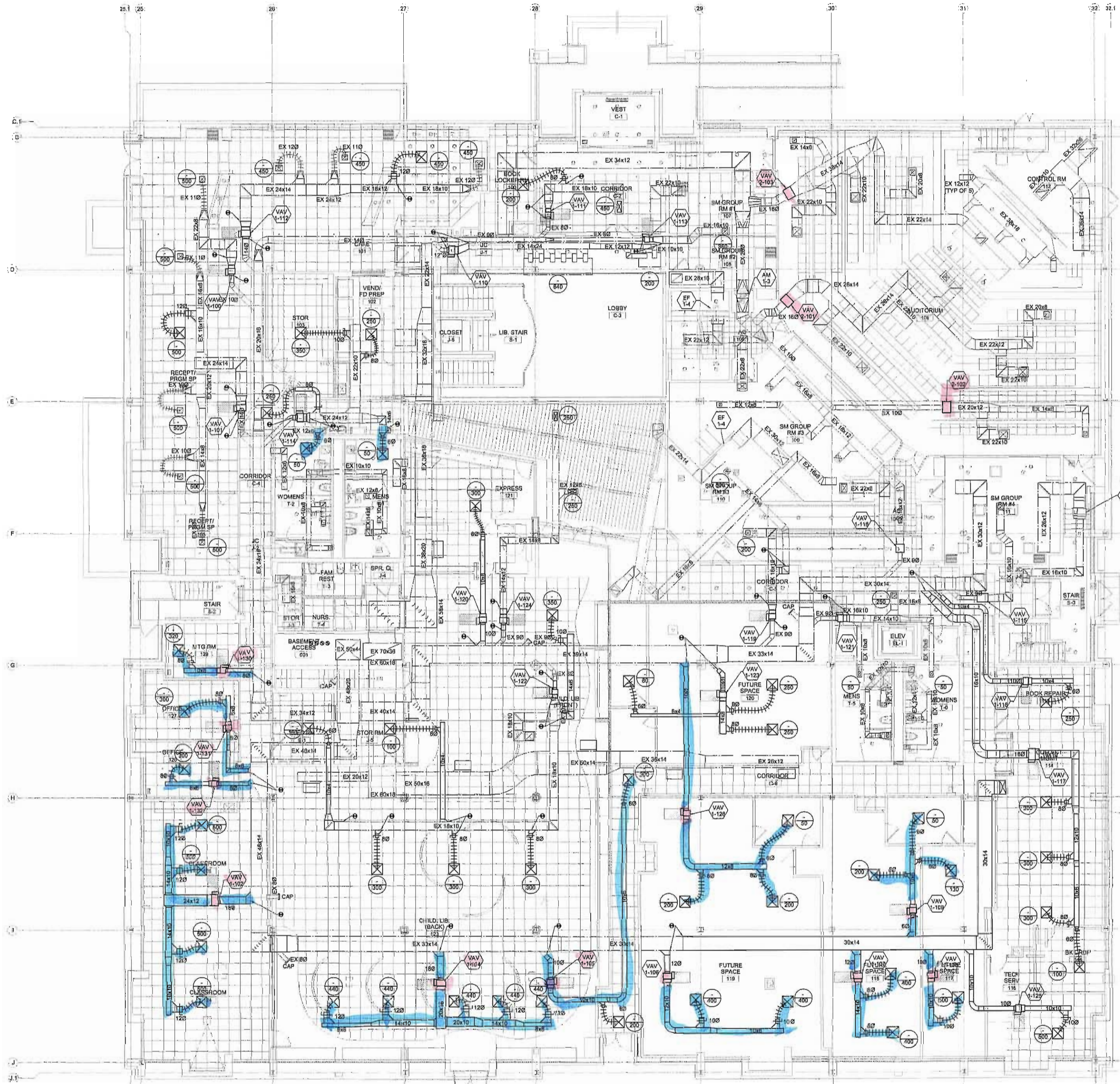
REVISIONS	

DRAWN BY	TED
REVIEWED BY	DCD
JOB #	LVE-17082
SHEET TITLE	

GROUND  
 LEVEL  
 FLOOR PLAN  
 DEMOLITION

H1.1

SCALE	AS NOTED
DATE	2018-DEC-03



Don't do work  
 will reuse orig. duct w/  
 will install new VAV & RETIK  
 @ original location.  
 VAV Box NOT needed

VAV not used.  
 1-130 2-101  
 1-131 2-102  
 1-132 2-103  
 1-102.  
 1-104  
 1-105  
 1-106  
 1-107  
 1-117.  
 1-109  
 1-126.

**N**  
**GROUND LEVEL FLOOR PLAN**  
 Scale: 1/8" = 1'-0"

DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION



GODSHALL, KANE O'ROURKE ARCHITECTS, LLC  
 300 Brookside Avenue  
 Amber Yards - Building 18 - Suite 150  
 Amber, PA 19002  
 T: 215.646.2003 F: 215.646.5707 W: gkoarchitects.com

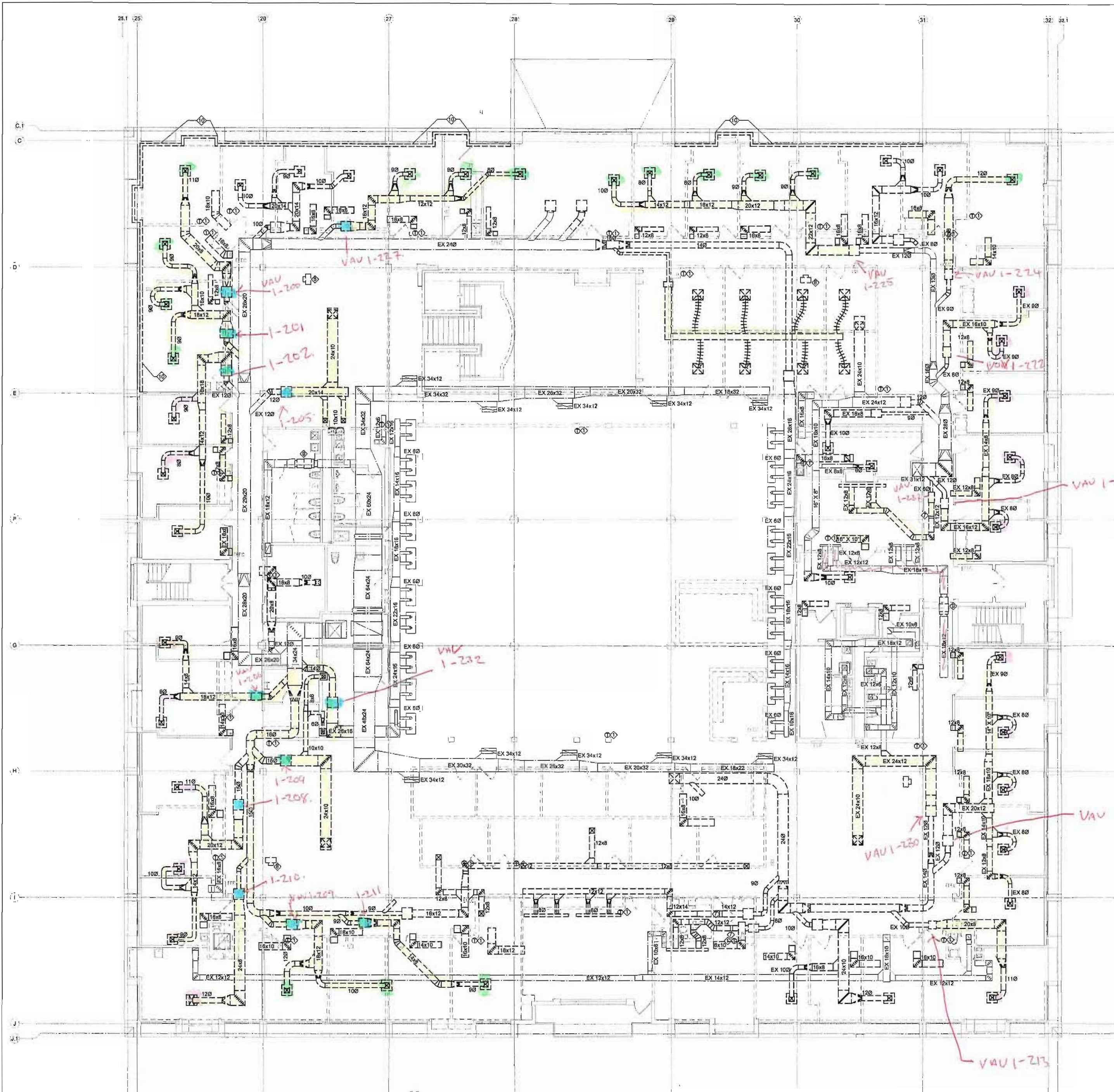


UPPER DUBLIN  
 PUBLIC LIBRARY  
 520 VIRGINIA DRIVE  
 FORT WASHINGTON, PA 19034

DESIGNED BY	TED
REVIEWED BY	DCD
JOB #	LVE-17082
SHEET TITLE	

GROUND  
 LEVEL  
 FLOOR PLAN

SHEET #	H2.1
SCALE	AS NOTED
DATE	2018-DEC-03



**UPPER LEVEL FLOOR PLAN - DEMOLITION**  
 Scale: 1/8" = 1'-0"

**KEYNOTES - DEMOLITION**

- 1 REMOVE EXISTING THERMOSTAT INCLUDING ALL ASSOCIATED WIRING OR PNEUMATIC TUBING BACK TO SOURCE. PATCH WALL TO MATCH EXISTING CONSTRUCTION AND FINISH.
- 2 REMOVE EXISTING GRILLE, REGISTER, OR OFFUSER INCLUDING BRANCH DUCT BACK TO MAIN WHERE EXISTING MAIN DUCTWORK IS SHOWN TO REMAIN, CAP BRANCH DUCT TAKE-OFF.
- 3 REMOVE EXISTING VAV BOX AND ALL ASSOCIATED CONTROL.
- 4 REMOVE EXISTING DUCTWORK AS SHOWN. REMOVE ALL ASSOCIATED DUCT ACCESSORIES INCLUDING FIRE DAMPERS, A/C DAMPER, DUCT HANGERS AND INSULATION. WHERE DUCTWORK IS SHOWN TO BE REMOVED BACK TO ACTIVE MAIN, CAP EXISTING TAKE-OFF AT MAIN. WHERE DUCTWORK PENETRATES AN EXISTING WALL OR FLOOR, PATCH EXISTING WALL OR FLOOR PENETRATIONS TO MATCH EXISTING CONSTRUCTION AND FIRE RATING.
- 5 PERFORM DUCT CLEANING IN ACCORDANCE WITH NADCA STANDARDS ON EXISTING DUCTWORK TO REMAIN IN SERVICE. PROVIDE 12 x 12 OR EQUIVALENT DUCT ACCESS PANELS AT 25' - 0" INTERVALS AND AT CHANGES IN DUCT DIRECTION TO FACILITATE CLEANING OPERATIONS.
- 6 REMOVE EXISTING CEILING-LINE EXHAUST FAN AND ALL ASSOCIATED DUCTWORK, SUPPORTS, AND CONTROLS, E.C. TO REMOVE POWER WIRING BACK TO SOURCE.
- 7 REMOVE EXISTING ELECTRIC DUCT COIL AND ALL ASSOCIATED CONTROLS, E.C. TO REMOVE POWER WIRING BACK TO SOURCE.
- 8 REMOVE EXISTING UNIT HEATER AND CONTROLS.
- 9 REMOVE EXISTING EXHAUST FAN AND ALL ASSOCIATED CONTROLS.
- 10 REMOVE EXISTING HW BASEBOARD AND ALL ASSOCIATED PIPING.
- 11 REPLACE EXISTING HW CABINET HEATER.

*Reuse Duct work.*  
*Reuse Flex. & Diffuser.*  
*Per Diffuser & Flex.*  
*Replace New VAV Box w/ Reheat.*



**GODSHALL KANE O'Rourke ARCHITECTS, LLC**  
 300 Brookside Avenue  
 Suite 150  
 Allentown, PA 18102  
 T: 215.648.2003 F: 215.648.2707 W: gkaarchitects.com



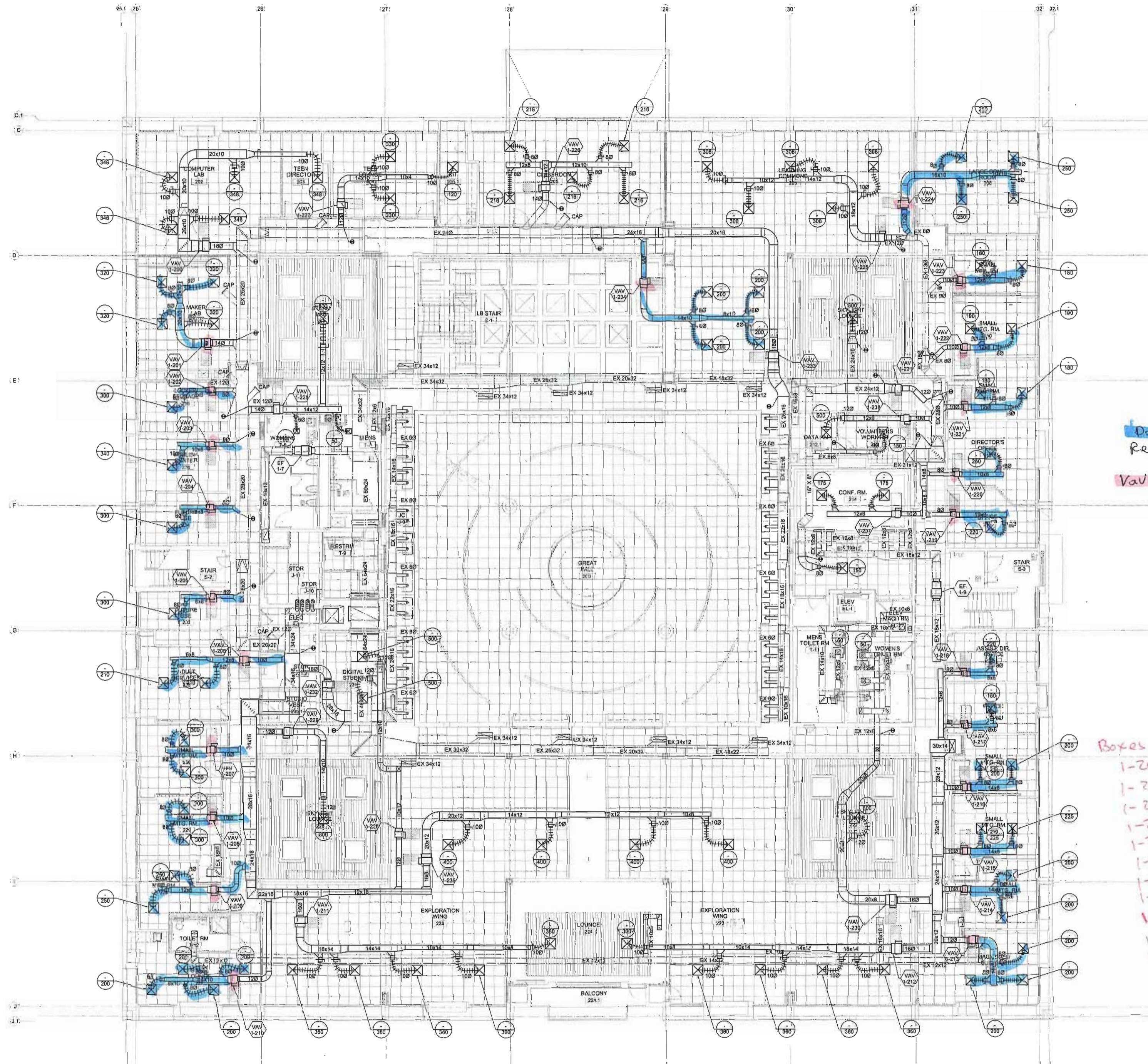
**UPPER DUBLIN PUBLIC LIBRARY**  
 520 VIRGINIA DRIVE  
 FORT WASHINGTON, PA 19034

NO.	DATE	DESCRIPTION

**UPPER LEVEL FLOOR PLAN DEMOLITION**

**H1.2**  
 SCALE: AS NOTED  
 DATE: 2018-DEC-03

DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION

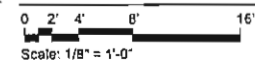


Don't do work with  
Reuse original ductwork.

VAV Box not used.

Boxes not needed.  
1-203  
1-204  
1-205  
1-207  
1-214  
1-216  
1-217  
1-218  
1-219  
1-221  
1-223

**N UPPER LEVEL FLOOR PLAN**



DESIGN DEVELOPMENT  
NOT FINAL  
NOT FOR CONSTRUCTION



**Lehigh Valley  
Engineering**  
Mechanical and Electrical Engineers  
1176 Park Square, 200th Building  
E. Reading, PA 19602

GOODSALL, KANE O'ROURKE ARCHITECTS, LLC  
300 Buckwalter Avenue  
Amherst Yards - Building 18 - Suite 150  
Amherst, PA 19002  
T: 215.646.2003 F: 215.646.5707 W: gkoarchitects.com



**UPPER DUBLIN  
PUBLIC LIBRARY**

520 VIRGINIA DRIVE  
FORT WASHINGTON, PA 19034

REVISIONS	

DRAWN BY	TED
REVIEWED BY	DCD
JOB #	LVE-17082
SHEET 10/18	

**UPPER  
LEVEL  
FLOOR PLAN**

**H2.2**

SCALE	AS NOTED
DATE	2018-DEC-03

Project Name: Request for Proposal For:  
Energy Services Company (ESCO)  
For Repurposing 520 Virginia Drive, Fort Washington, PA  
DEI Project No. 711002

Project Owner: Upper Dublin Township  
801 Loch Alsh Avenue  
Fort Washington, PA 19034

Owners:  
Representative D'Huy Engineering, Inc.  
One East Broad St., Suite 310  
Bethlehem, PA 18018

**PROPOSAL DUE DATE: MONDAY, JANUARY 7, 2019 @ 3:00 p.m. (REVISED)**

*This Addendum forms a part of the Contract Documents and modifies the original Proposal Documents dated **December 2018** as noted below. This addendum must be acknowledged on the Cost Proposal in the space provided for this purpose. Failure to so acknowledge this addendum may subject the Proposer to disqualification.*

**1.0 GENERAL INFORMATION:**

**1.1 THE PROPOSAL DUE DATE HAS BEEN REVISED FROM 1.18.19 TO 1.7.19**

1.2 This RFP addendum consists of **36** pages including the following attachments:

- 1 Page Pre-proposal Sign-in Sheet.
- 14 Pages Pre-proposal PowerPoint presentation.
- 5 Pages revised and reissued Attachment B (Word Formatted Document).
- 7 Pages revised and reissued Specification Section 011000, "Summary".
- 1 Page revised and reissued Electric Drawing E0.3 "Site Plan".
- 1 Page revised and reissued Electric Drawing E1.1, "Ground Level Floor Plan Demolition".
- 1 Page revised and reissued Electric Drawing E2.1, "Ground Level Floor Plan Lighting".
- 1 Page revised and reissued Electric Drawing E2.2, "Upper Level Floor Plan Lighting".
- 1 Page revised and reissued Electric Drawings E8.1, "Schedules".
- 1 Page of newly issued Alternate Scope Drawing A1.1, "Ground Level Demolition Plan".

1.3 Attached is the December 11, 2018 Pre-proposal Conference Sign-in sheet.

1.4 Attached is the December 11, 2018 Pre-proposal PowerPoint Presentation.

1.5 The Keystone Grant secured by the Township **SHOULD NOT** be incorporated in the ESCO's financial calculations.

- 1.6 The Township is prepared to self-finance the project but will consider ESCO financing options for a term of up to 20 years, if it is in the best interest of the Township.
- 1.7 Refer to A1.1 - ALTERNATE SCOPE “E” & “H” clarification drawing attached.

## **2.0 CHANGES TO PREVIOUS ADDENDA:**

- 2.1 None

## **3.0 CHANGES TO THE BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT**

- 3.1 Request for Proposal
- a) PART I-2: **REVISE** Proposal due date to January 7, 2019.
  - b) PART I-3: **REVISE** paragraph 6 as follows:
    - a. The ESCO project shall be performed in conjunction with the above team and in accordance with the project phasing that is developed by the Architect and Construction Manager. The ESCO proposals and contract shall include the following: 1) An allowance of \$50,000 for inspection fees. 2) An allowance of \$100,000 for unforeseen conditions and coordination. The ESCO shall act as a separate prime and coordinate all work with the others contracted to complete work by the Township. ESCO will comply with all the project General Conditions and requirements of the complete project including project phasing and milestones.

## **4.0 CHANGES TO THE SPECIFICATIONS:**

- 4.1 **DELETE** Attachment B in its entirety and **REPLACE** with revised attachment dated 12.14.18. **\*\*Note the base bid breakout costs is a selective list and are not intended to be an all-inclusive detailed breakdown of the project scope; thus, not intended to tally to the Estimated Value of Base Bid Hard Cost.**
- 4.2 Section 011000, “Summary”, **DELETE** the current specification section (7 pages total) in its entirety and **REPLACE** with revised section (7 pages total) dated 12.12.18.

## **5.0 CHANGES TO THE DRAWINGS REISSUED PER BID ADDENDUM #1:**

- 5.1 **DELETE** the following Electrical Drawing E0.3 (1 page) and **REPLACE** with revised and reissued drawing dated 12.10.18.
- 5.2 **DELETE** the following Electrical Drawing E1.1(1 page) and **REPLACE** with revised and reissued drawing dated 12.10.18.
- 5.3 **DELETE** the following Electrical Drawing E2.1 (1 page) and **REPLACE** with revised and reissued drawing dated 12.10.18.
- 5.4 **DELETE** the following Electrical Drawing E2.2 (1 page) and **REPLACE** with revised and reissued drawing dated 12.10.18.

5.5 **DELETE** the following Electrical Drawing E8.1 (1 page) and **REPLACE** with revised and reissued drawing dated 12.10.18.

5.6 Drawing A1.1, “Alternate Scope”, as newly issued.

**NOTE: ALL PROPOSERS MUST EMAIL (PREFERRED) OR FAX A CONFIRMATION OF RECEIPT OF THIS ADDENDUM. PLEASE PRINT COMPANY NAME, SIGN AND DATE THIS PAGE AND E-MAIL D’HUY ENGINEERING, INC. @ [WJM@DHUY.COM](mailto:WJM@DHUY.COM) OR FAX 610-861-0181.**

Receipt Acknowledged By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF RFP ADDENDUM NO. 1 711002**



D'HUY Engineering, Inc

UPPER DUBLIN TOWNSHIP  
ESCO RFQ

DEI PROJECT NO. 711002

SUBMITTAL INFORMATION MEETING  
Tuesday, December 11, 2018  
2:30 PM

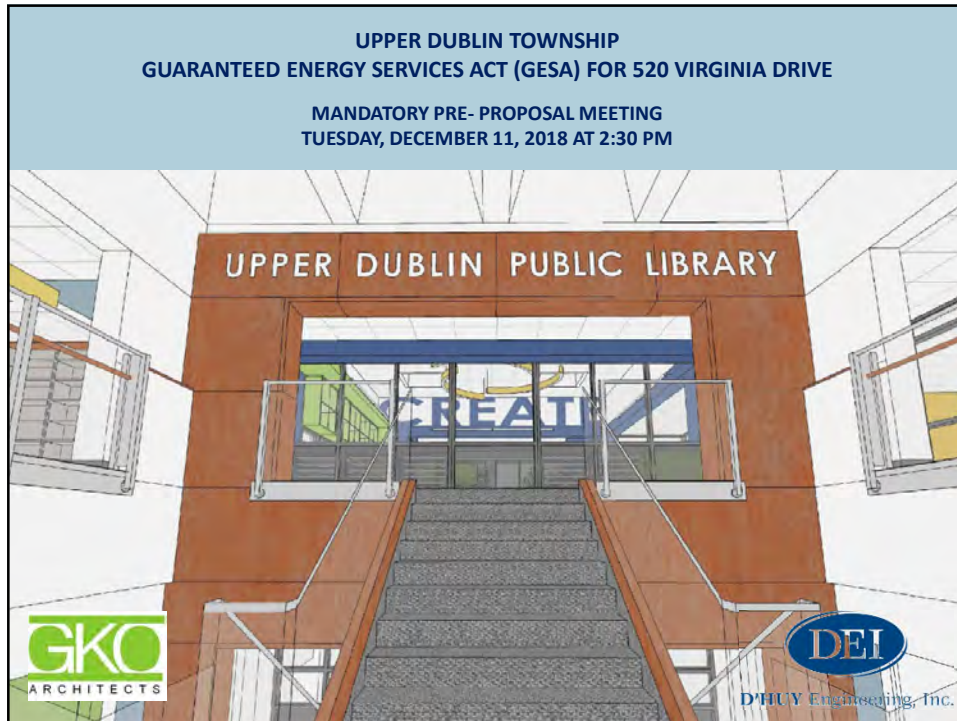
COMPANY NAME

REPRESENTATIVE

EMAIL ADDRESS

PHONE No.

1.	D'HUY ENGINEERING INC.	William Hamblly	WHH@DHUY.COM	484-357-6465
2.	McCloskey Company	Jon Zeller	jon.zeller@mcclco.com	484-560-8437
3.	McCloskey Company	Max Korman	dkorman@mcclco.com	610-357-0826
4.	CM3 BUILDING SOLUTIONS	MICHAEL HANSON	MICHAELHANSON@CM3INC.COM	215-694-4700
5.	CM3	Robert Kownarke	RKownarke@cm3inc.com	215-698-8588
6.	CM3	John Hollister		215-208-0330
7.	GKO Architects	Mike O'Rourke		215-840-2003
8.	Cheri Fiorg	UDPL		
9.	CM3	CHANNA COHEN		215-384-4303
10.	KIMBERLY LABRAKE	D'HUY ENGINEERING, INC		484-553-2368



1

## Introductions

- **Owner:** Upper Dublin Township
- **Construction Manager:** D’Huy Engineering, Inc.
- **Design Team:** Godshall Kane O’Rourke Architects, LLC (Architect)  
Lehigh Valley Engineers (MEP)

**GKO** **DEI**  
ARCHITECTS D'HUY Engineering, Inc.

2

## Questions During Proposal

**Proposal Questions should be directed as follows:**  
**All questions must be sent via email**  
**no later than 5:00 PM on December 31, 2018**

**To:** Kim LaBrake, Project Manager  
 D'Huy Engineering, Inc.  
[kjl@dhuy.com](mailto:kjl@dhuy.com)



---

## Proposal Response Information

**Proposals Due:** Tuesday, January 8 @ 3:00 p.m.

Provide six (6) copies of your proposal and one electronic version

**Location:** Office of the Township Manager  
 Upper Dublin Township  
 801 Loch Alsh Avenue  
 Fort Washington, PA 19034

3

3

## Project Schedule

<u>Activity</u>	<u>Date</u>
Issue RFP	November 30, 2018
Mandatory Preproposal Conference	December 11, 2018
Proposals Due with Detailed Technical Audit	January 8, 2019
Proposals Reviewed, Evaluated and Ranked	January 22, 2019
Oral Interviews	TBD
ESCO Recommended	January 31, 2019
Approval of Selected ESCO	February 12, 2019
Audit Contract Executed	February 28, 2019
Perform IGA (30 days)	March 2019
Contract Negotiations	April 2019
Contract Presented and Signed	April 2019
Notice to Proceed	April 19, 2019
Start Work	May 10, 2019
Substantial Completion	December 15, 2019




4

4

## Multi-Prime Contract


**ESCO – Prime Contract #1**  
**Sole point of contact and will considered the Prime Contractor**

- Prevailing Wage Act Requirement
- Payment & Performance Bonds
- Employees are subject to criminal background checks

**General Construction – Prime Contract #2**

- If the general construction scope is not assigned to Prime Contract #1 the scope will be bid publicly by UDT

5




5

## Proposal Documents

**Technical Response**

- Attachment A1
  - A1.1 ESCO's GENERAL INFORMATION
  - A1.2 ESCO's ECM SUMMARY FORM,
  - A1.3 ESCO's PROJECTED ANNUAL ENERGY SAVINGS DATA FORM, and
  - A1.4 ESCO's PROJECTED ANNUAL ENERGY SAVINGS DATA FORM IV in MMBtus.
- Attachment A2
  - Subcontractor Qualification Form

6



6

## Proposal Documents

### Technical Response

- Attachment A3
  - **A3.0 Technical Assessment** - Based on preliminary technical energy audit and available information discuss describe potential cost-effective energy improvement opportunities.
  - **A3.1 Energy Baseline Calculation Methodology, Procedure for Calculating Energy and Cost Savings, and Measurement and Verification Plan** - Describe in the methods used to compute baseline energy use.
  - **A3.2 Project Commissioning** - Provide a proposed project-specific Commissioning Plan.
  - **A3.3 Equipment Maintenance Plan** - Submit a proposed project-specific Maintenance Plan
  - **A3.4 ESCO's Detailed Technical Audit Report** - This audit is to be conducted by your firm on the project sites identified in Appendix II.
    - At a minimum, the following information is required:
      - Identification of preliminary ECMs
      - Detailed energy and operational cost savings calculations
      - Technical data and assumptions used in this analysis
      - Methods to develop baseline consumption
      - Methods to calculate & document operational cost savings

7



7

## Proposal Documents

### Cost Proposal

- Attachment B
  - B-1 ESCO's PROPOSED PROJECT COST FORM**
    - Provide in attached format
  - B-2 ESCO's PROPOSED ANNUAL ENERGY SAVINGS vs. PROJECT COST ANALYSIS**
    - Provide in attached format
  - ESCO PROPOSED FINANCING OF THE PROJECT.**
    - Provide in your format.
      - Include up front cost with partial financing and energy savings offsets.
      - Include all costs and identify all parameters for interest, etc.

### Energy Audit Agreement

- Attachment C

8



8





## Scope of Work - Appendix I and Appendix II

**Summary of Prime Contract #1 GESA Contract  
MEP systems - HVAC**

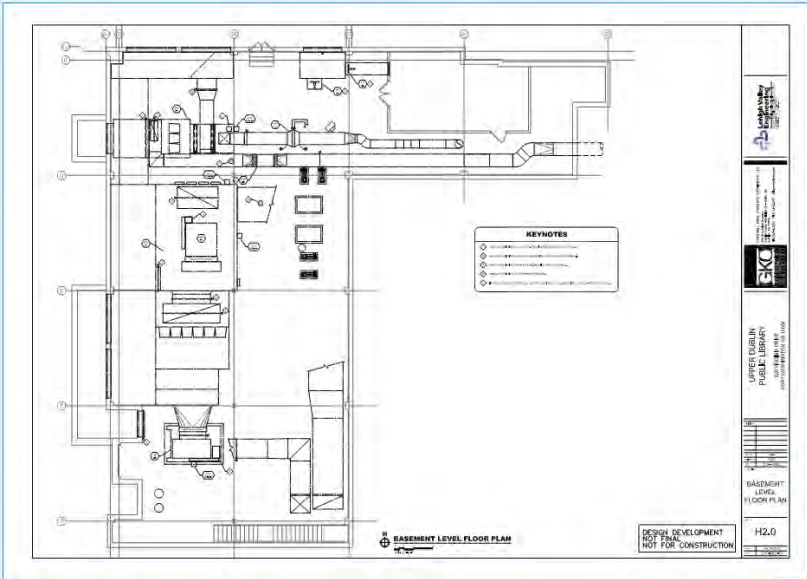
- Remove all acoustic ceilings and grid throughout work areas. Support existing lighting to remain.
- Roof Repairs as required.
- Structural floor reinforcement of second floor.
- Replace existing HW and CW hydronic pumps; provide variable frequency drives.
- Re-condition existing air handling units: replace chilled water-cooling coils and drain pans, replace fan motors and bearings, replace dampers and actuators, replace hydronic valves and trim, replace automatic temperature controls, clean interior casings, provide variable frequency drives for each fan.
- Replace existing VAV boxes throughout. Provide new VAV boxes equipped with hydronic heating coils. Modify existing VAV box air distribution to accommodate architectural alterations; replace existing grilles, registers and diffusers.
- Provide HW piping distribution throughout first and second floors to new VAV boxes. Modify existing HW fin-tube radiation to accommodate architectural alterations.
- Provide insulation repairs to existing hydronic piping and air distribution systems.
- Provide air duct cleaning to existing supply air and return air duct systems.
- Replace existing exhaust fans. Provide additional exhaust fans and ductwork to accommodate toilet rooms and kitchenette alterations including roof repairs.
- Replace all existing pneumatic temperature controls with a new building management and control system; provide electronic damper and valve actuators; provide operator work station, software licensing, and color graphics; provide controls commissioning.
- Provide testing and balancing for hydronic and airside equipment, piping, and ductwork systems.

11






11

## Site Plan Sketch

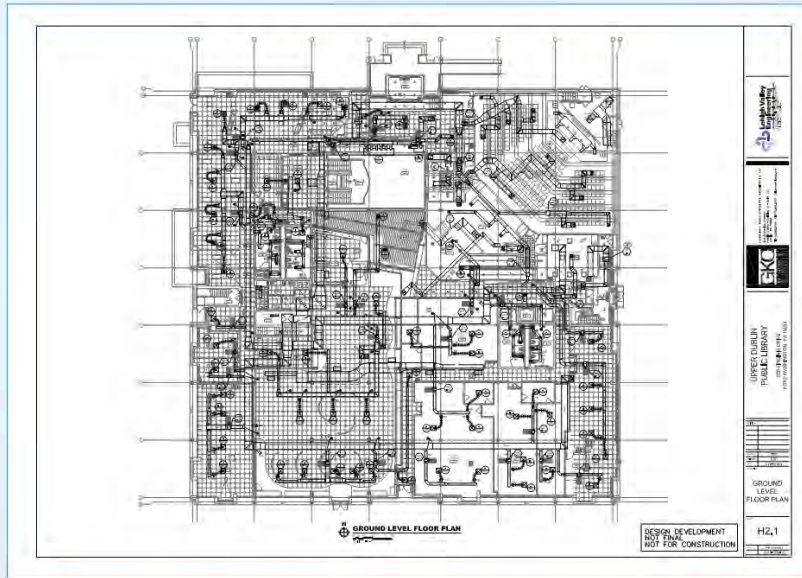


12

12

## Site Plan Sketch

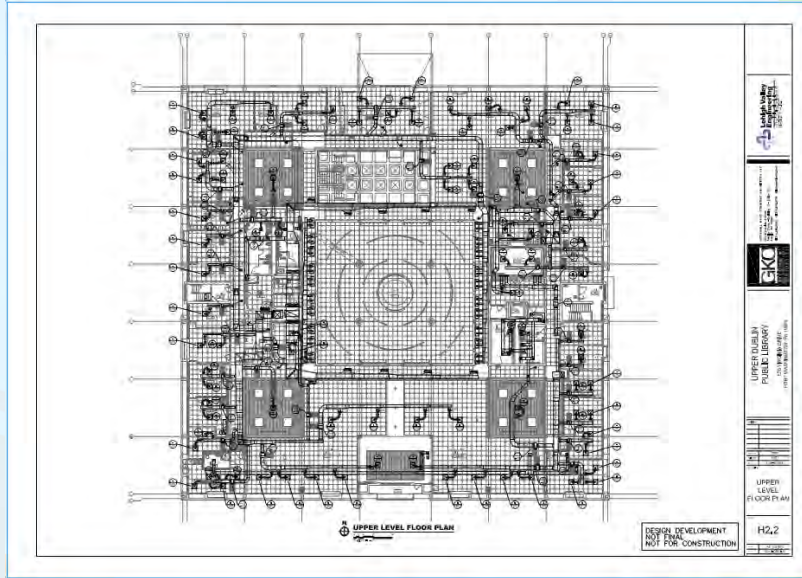


13



13

## Site Plan Sketch



14



14

## Scope of Work - Appendix I and Appendix II

**Summary of Prime Contract #1 GESA Contractor - Continued  
MEP systems – Plumbing & Fire Protection**



**Plumbing**

- Provide fixtures and plumbing for new toilet rooms depicted on the architectural plans.
- Replace fixtures and modify existing plumbing to accommodate ADA toilet room alterations.
- Provide fixtures and plumbing for new kitchenette sinks and vending areas depicted on the architectural plans.
- Modify existing hot water return piping to improve hot water delivery to existing toilet rooms and kitchenettes.
- Replace existing drinking fountains.
- Existing Restrooms
  - Renovate existing restrooms to be fully accessible
  - Remove existing toilets and install new fixtures in code-compliant configurations
  - Supplement existing grab bars as required to yield code compliant installations
  - Repair tile finishes where disturbed by demolition and construction activities
- Replace existing sump pump.

**Fire Protection**

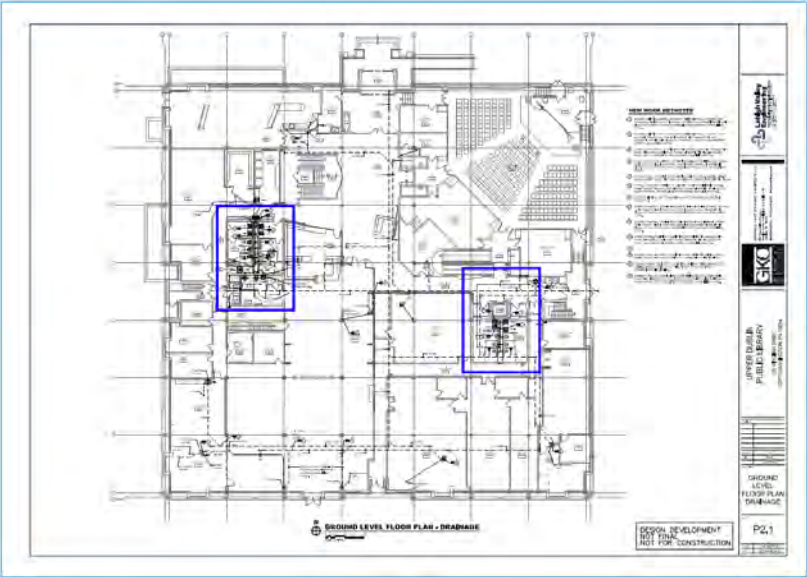
- Remove obsolete chemical or inert gas fire suppression systems. Provide wet pipe sprinkler system coverage in former data room on 1<sup>st</sup> floor and in rear Auditorium control area.
- Relocate and replace existing sprinkler heads throughout building to accommodate architectural ceiling alterations.

15






15

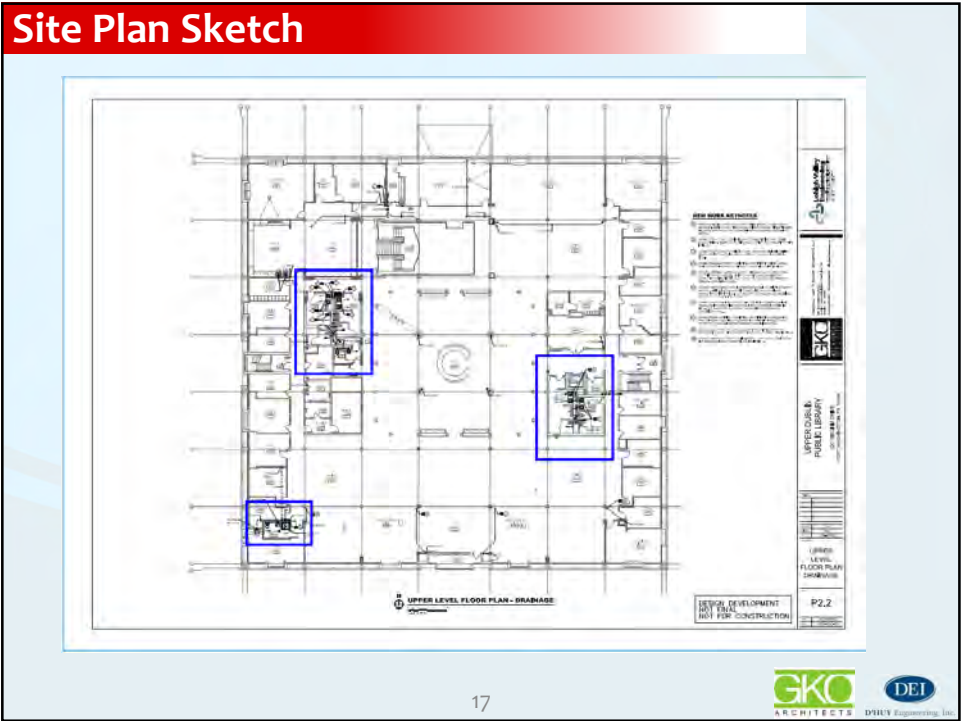
## Site Plan Sketch



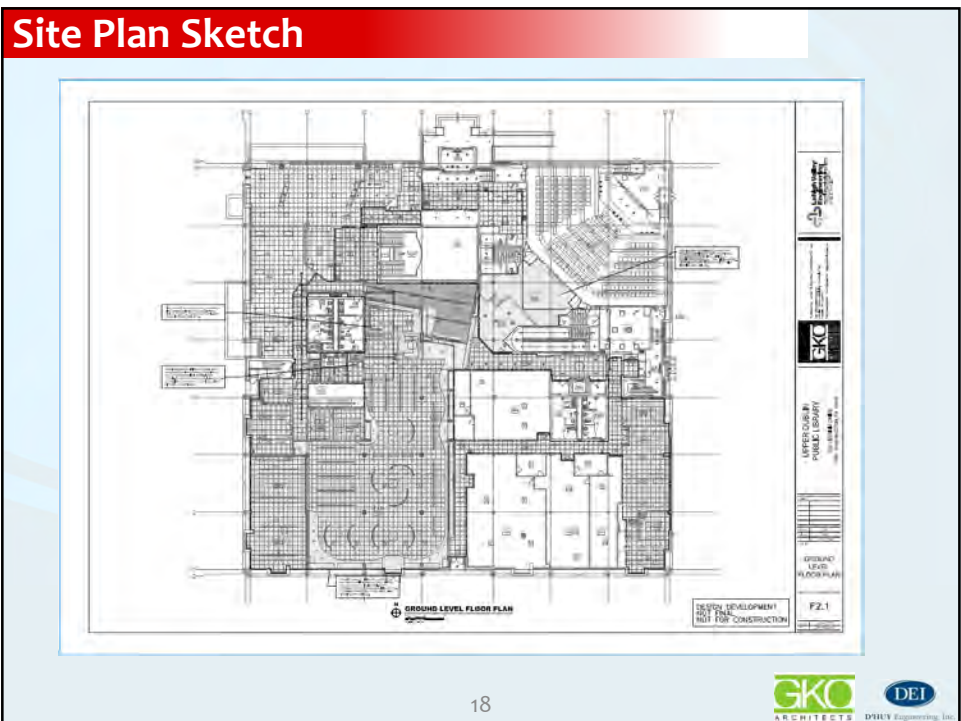
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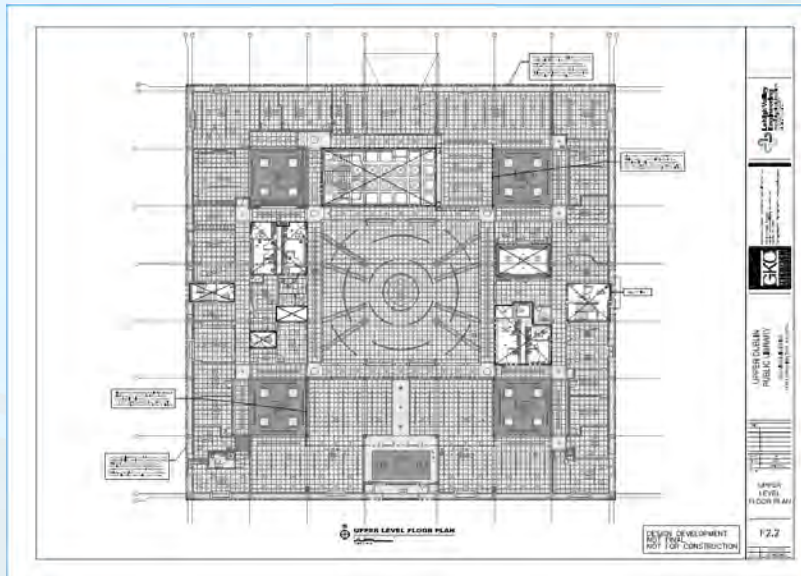


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18

## Site Plan Sketch



19



19

## Scope of Work - Appendix I and Appendix II

### Summary of Prime Contract #1 GESA Contractor - Continued MEP systems – Electrical

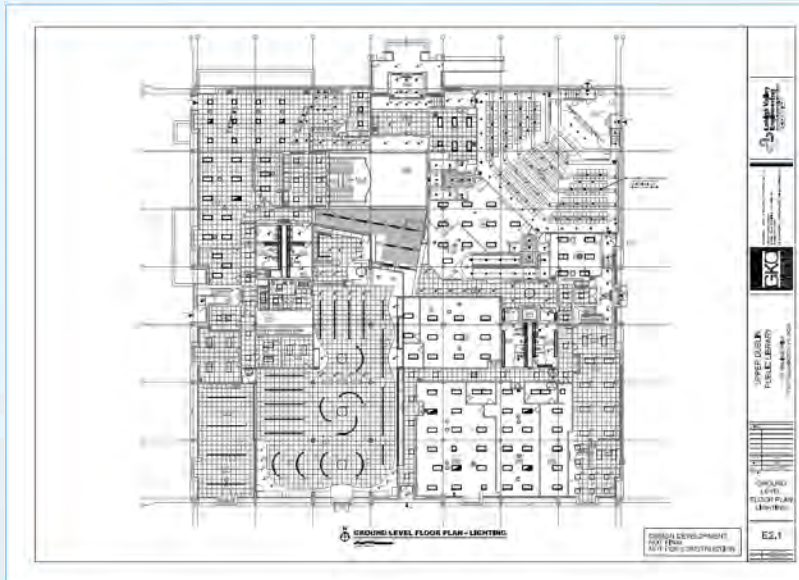
- Clean, inspect, and service main service gear; add additional breakers; provide new transformer.
- Replace the existing emergency generator; provide new transfer switches; replace existing underground conduits from generator to building.
- Modify existing electrical distribution to accommodate Architectural alterations and HVAC, Plumbing, and Elevator equipment alterations.
- Provide additional 120V convenience receptacles and data, and telecom receptacles to accommodate architectural floor plan and furniture plan alterations.
- Replace interior lighting and controls throughout (except auditorium and with exception to some existing office areas).
- Modify the existing fire alarm system to accommodate architectural modifications.
- Provide data network and telephone wiring systems.
- Provide intrusion detection and video surveillance system.
- Provide building access control system
- Provide space/spare capacity provisions for future
- Existing Elevator Modernization - renovate and upgrade existing elevator equipment.
  - Install a new cab,
  - Install new controls

20



20

## Site Plan Sketch

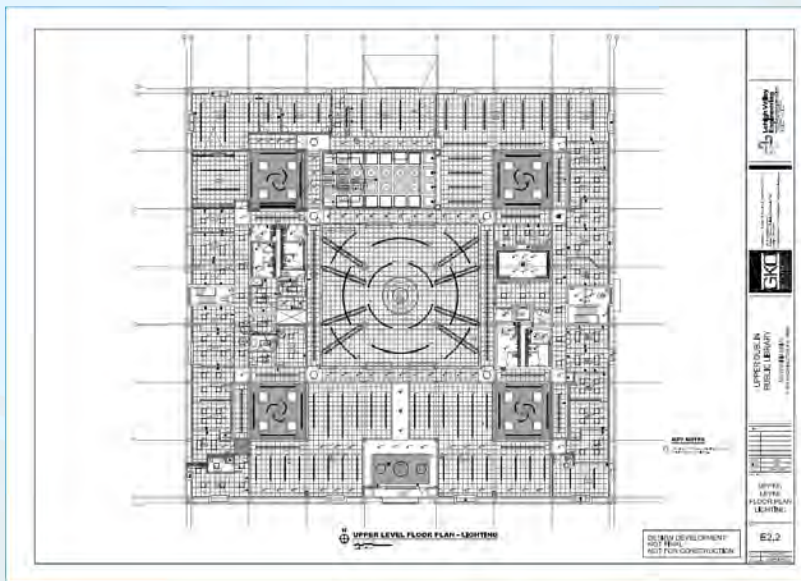


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21

## Site Plan Sketch



22



22


## Scope of Work - Appendix I and Appendix II

**Summary of Prime Contract #2**  
**Alternate work by Prime Contract #1**

**General Construction - Primary Renovations required for adaptation to a Public Library:**

- Selective demolition of existing partitions
- Construction of new partitions
- Fit-out of primary spaces
- Remove existing solid guardrail at the two-story lobby and replace with a glass and steel guardrail system
- Install sections of interior windows to allow staff to monitor Library operations and to provide natural light to interior spaces
- The Public areas and the Library area will receive new finishes including:
  - Metal stud / drywall partitions with painted finishes
  - Wood paneled finishes
  - New aluminum framed glass openings and partitions
  - New acoustic and drywall ceilings
  - New finish floor materials
  - New solid core wood doors, and related new hardware
  - New visual display surfaces
  - New casework and countertops
  - New shades on existing clearstory windows on 2<sup>nd</sup> floor

23



23


## Scope of Work - Appendix I and Appendix II

**Summary of Prime Contract #2**  
**Alternate work by Prime Contract #1**

**General Construction – Continued:**

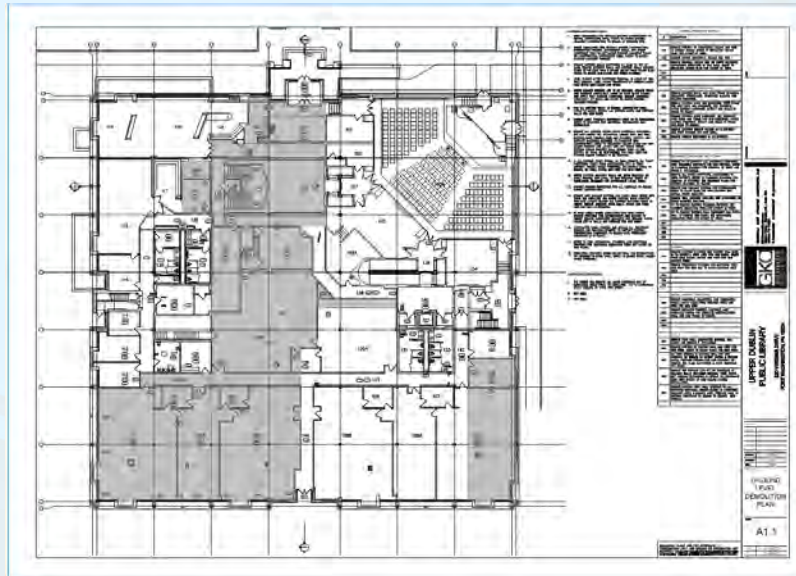
- New interior directional signage/raised metal letters/plaque
- New barrier-free automatic door operators at main entrance
  - Drive-up Book Drop
- Provide a vehicular drive-up book drop on the North side of the building
  - New Family-Type Uni-Sex Restrooms
- Add family type uni-sex toilet rooms to supplement the existing public rest-rooms
- Equip restrooms with baby changing stations
- Incorporate a lactation area in the Children’s Library area

24



24

## Site Plan Sketch

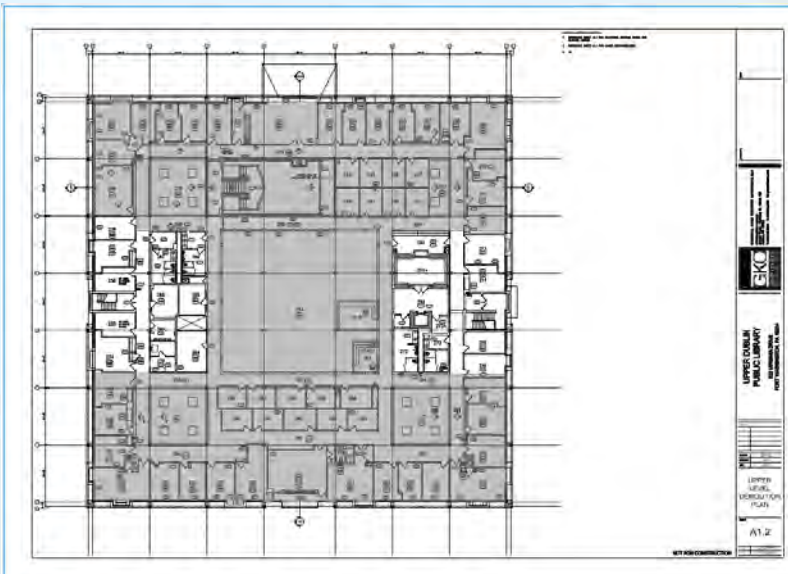


25

25



## Site Plan Sketch



26

26




**Site Visits**

**For Additional site visits send requests via email to:**

- Kim LaBrake at [kjl@dhuy.com](mailto:kjl@dhuy.com)

27




27

**Questions?**

**Thank you for attending.**

28



28

## **ATTACHMENT B**

**Revised 12.14.18**

### **ESCO's COST PROPOSAL**

**The Cost Submittal forms shall be submitted in a separate sealed envelope and kept separate from the Technical Submittal, and Energy Audit Agreement. One original and five (5) copies shall be submitted and clearly marked "Attachment B: Cost Submittal" with the name of the submitting ESCO on the outside of the envelope.**

In the Cost Submittal include the following forms:

- 1. ESCO's PROPOSED PROJECT COST FORM (Provide in attached format.)**
- 2. ESCO's PROPOSED ANNUAL ENERGY SAVINGS vs. PROJECT COST ANALYSIS (Provide in your format.)**
- 3. ESCO PROPOSED FINANCING OF THE PROJECT. This can include upfront cost with partial financing and energy savings offsets. Include all costs and identify all parameters for interest, etc. Provide in your format.**

Use only the following forms to develop the Cost Submittal. Samples of these forms follow.

**ATTACHMENT B-1**

**ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):  
ESCOs PROPOSED FINAL PROJECT COST FORM FOR PROJECT  
UPPER DUBLIN PUBLIC LIBRARY GUARANTEED ENERGY SAVINGS PROJECT**

The project and breakout costs shall follow the below format. Where ESCO is providing alternative, adjusted or additional breakout cost, highlight the item in the adjustment column and provide a comment indicating the change.

ESCO Name: \_\_\_\_\_

**PROPOSED CONSTRUCTION FEES**

	Fee Category	Hard Costs <sup>(1)</sup> Dollar (\$) Value	ESCO Adjustments	Comment
<b>A.</b>	<b>PRIME CONTRACT #1 MECHANICAL, ELECTRICAL &amp; PLUMBING (MEP) SCOPE FOR ALL AREAS AND SITEWORK.</b>			
	Estimated Value of Base Bid Hard Costs <sup>(1)</sup> :	\$		
	<b>Base Bid Work Breakouts</b>			
	Mechanical Selective Demolition – including removal of existing ceilings in all work areas			
	Hot Water Central Plant Upgrades			
	Chilled Water Central Plant Upgrade (Pumps)			
	Chilled Water Central Plant Chiller Upgrades			
	Refurbish AHU's			
	VAV System Modifications			
	Dehumidification Upgrades			
	ATC Control System Upgrade (User Friendly System)			
	Domestic Hot Water			
	Plumbing Upgrades			
	Fire Protection Upgrades			
	Lighting Package in public areas and Main Library			
	Lighting Package in 1 <sup>st</sup> floor Express/Children's Library			
	Electric Upgrades (Main service gear, new transformer, breakers)			
	Emergency Generator Replacement (diesel to diesel)			
	Exterior Lighting Replacement			
	Exterior Security (Doors and Camera's)			
	Exterior Door and Hardware Replacement			
	Misc. Structural Steel Framing			
	2 <sup>nd</sup> floor Framing Reinforcement			
	Elevator Modernization			
	Auditorium Upgrades			
	Data Network Wiring and Drops			
	Fire Alarm System			
	Miscellaneous Cutting and Patching			
<b>B.</b>	<b>ADD Alternate M1 – Boiler Replacement (Electric to Gas) with Savings</b>			
<b>C.</b>	<b>ADD Alternate M2 – Chiller Replacement w/ Savings</b>			
<b>D.</b>	<b>ADD Alternate E3 – Generator Replacement (Diesel to Gas) with Savings</b>			
<b>E.</b>	<b>DEDUCT all MEP Scope related to Express/Children's Library</b>			

F.	DEDUCT Auditorium Upgrades			
	PROJECT SERVICE FEES FOR GENERAL CONSTRUCTION SCOPE			
	Investment Grade Energy Audit			
	Design Engineering Fees			
	System Commissioning			
	Equipment Initial Training Fees			
	ESCO Overhead – Inspections	\$50,000		
	Unforeseen Conditions	\$100,000		
	Project Service Fees Sub Total			
	TOTAL PROJECT COSTS:			

**ATTACHMENT B-1a**

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):  
 ESCOs PROPOSED FINAL PROJECT COST FORM FOR PROJECT  
 UPPER DUBLIN PUBLIC LIBRARY GUARANTEED ENERGY SAVINGS PROJECT

The project and breakout costs shall follow the below format. Where ESCO is providing alternative, adjusted or additional breakout cost, highlight the item in the adjustment column and provide a comment indicating the change.

ESCO Name: \_\_\_\_\_

**PROPOSED CONSTRUCTION FEES**

	Fee Category	Hard Costs <sup>(1)</sup> Dollar (\$) Value	ESCO Adjustments	Comment
<b>G.</b>	<b>PRIME CONTRACT #2 GENERAL CONSTRUCTION SCOPE FOR ALL AREAS</b>			
	Estimated Value of Base Bid Hard Costs <sup>(1)</sup> :	\$		
	<b>Base Bid Work Breakouts</b>			
	Selective Demolition			
	Temporary Facilities			
	Cast-in-Place Concrete/Unit Masonry			
	Metal Studs Partitions/Gypsum Wall Board			
	Decorative Metal/Glass Railings			
	Interior Windows, Hollow Metal Frames, Wood Doors & Hardware			
	Book Drop Installation			
	Manufactured Wood Veneer Casework			
	Interior Finishes			
	Interior Signage/Raised Metal Letters/Plaque			
	Acoustical Panel & Gypsum Board Ceilings			
	Visual Display surfaces			
	Miscellaneous Cutting and Patching			
<b>H.</b>	<b>DEDUCT all Scope related to Express/Children's Library</b>			
<b>I.</b>	<b>DEDUCT Alternate Exterior Canopy</b>			
	<b>PROJECT SERVICE FEES FOR GENERAL CONSTRUCTION SCOPE</b>			
	Design Engineering Fees			
	Equipment Initial Training Fees			
	ESCO Overhead - Inspections	\$50,000		
	Unforeseen Conditions	\$100,000		
	Project Service Fees Sub Total			
	<b>TOTAL PROJECT COSTS:</b>			

PROPOSED ANNUAL SERVICE FEES

Annual Service Fees	Fees <sup>(1)</sup> Dollar (\$) Value
Measurement and Verification	
ENERGY STAR™ Services ( <i>optional</i> )	
Post Construction Services (2)	
Maintenance & Service of Control Systems after 1 <sup>st</sup> Year (Per year)	
Maintenance & Service of Central Plant after 1 <sup>st</sup> Year (Per year)	
Maintenance & Service of All Terminal Equipment after 1 <sup>st</sup> Year (Per year)	
Performance Monitoring after 1 <sup>st</sup> Year (Per year)	
On-going Training Services after 1 <sup>st</sup> Year (Per year)	
Verification Reports	
<b>TOTAL ANNUAL SERVICES</b>	

NOTES:

- (1) The total value of Hard Costs is defined in accordance with standard AIA definitions that include: Labor Costs, Subcontractor Costs, Cost of Materials and Equipment, Temporary Facilities and Related Items, and Miscellaneous Costs such as Bonds Taxes, Insurance, Mark-ups, Overhead and Profit, etc.
- (2) Annual service is included in the contract for the 1<sup>st</sup> year.

## ADDENDA ACKNOWLEDGEMENT

In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:

- a. Prosper has examined copies of all Proposal Documents. Additionally, the Proposer hereby acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

## **SECTION 011000 - SUMMARY**

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work by Owner.
4. Work under separate contracts.
5. Purchase contracts.
6. Access to site.
7. Coordination with occupants.
8. Work restrictions.
9. Specification and Drawing conventions.
10. Miscellaneous provisions.

- B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: Guaranteed Energy Savings Project

1. Project Location: 520 Virginia Drive, Fort Washington, PA

- B. Owner: Upper Dublin Township

1. Owner's Representative: Paul Leonard, Township Manager.

- C. The contract documents are dated November/December 2018.

- D. Owner's Representative: The Owner's representative for the Project is D'Huy Engineering, Inc., 1 East Broad Street, Suite 310, Bethlehem, PA 18018 Telephone: 610-865-3000.

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520 VIRGINIA DRIVE  
GUARANTEED ENERGY SAVINGS PROJECT

- E. Construction Manager and Engineer: The Construction manager and Engineer for the Project is D'Huy Engineering, Inc., 1 East Broad Street, Suite 310, Bethlehem, PA 18018 Telephone: 610-865-3000.
  - 1. Construction Manager has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for construction between Owner and Contractor, according to a separate contract between Owner and Construction Manager.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:  
**Summary of Prime Contract #1 GESA Contractor  
MEP systems**

**HVAC**

- 1. Remove all acoustic ceilings and grid throughout work areas. Support existing lighting to remain.
- 2. Roof Repairs as required.
- 3. Structural floor reinforcement of second floor.
- 4. Main entrance and interior vestibule door and hardware replacement with new barrier-free automatic door operators.
- 5. Replace existing HW and CW hydronic pumps; provide variable frequency drives.
- 6. Re-condition existing air handling units: replace chilled water-cooling coils and drain pans, replace fan motors and bearings, replace dampers and actuators, replace hydronic valves and trim, replace automatic temperature controls, clean interior casings, provide variable frequency drives for each fan.
- 7. Replace existing VAV boxes throughout. Provide new VAV boxes equipped with hydronic heating coils. Modify existing VAV box air distribution to accommodate architectural alterations; replace existing grilles, registers and diffusers.
- 8. Provide HW piping distribution throughout first and second floors to new VAV boxes. Modify existing HW fin-tube radiation to accommodate architectural alterations.
- 9. Provide insulation repairs to existing hydronic piping and air distribution systems.
- 10. Provide air duct cleaning to existing supply air and return air duct systems.
- 11. Replace existing exhaust fans. Provide additional exhaust fans and ductwork to accommodate toilet rooms and kitchenette alterations including roof repairs.
- 12. Replace all existing pneumatic temperature controls with a new building management and control system; provide electronic damper and valve actuators; provide operator work station, software licensing, and color graphics; provide controls commissioning.
- 13. Provide testing and balancing for hydronic and airside equipment, piping, and ductwork systems.

### **Plumbing**

1. Provide fixtures and plumbing for new toilet rooms depicted on the architectural plans.
2. Replace fixtures and modify existing plumbing to accommodate ADA toilet room alterations.
3. Provide fixtures and plumbing for new kitchenette sinks and vending areas depicted on the architectural plans.
4. Modify existing hot water return piping to improve hot water delivery to existing toilet rooms and kitchenettes.
5. Replace existing drinking fountains.
6. Existing Restrooms
  - Renovate existing restrooms to be fully accessible
  - Remove existing toilets and install new fixtures in code-compliant configurations
  - Supplement existing grab bars as required to yield code compliant installations
  - Repair tile finishes where disturbed by demolition and construction activities
7. Replace existing sump pump.

### **Fire Protection**

1. Remove obsolete chemical or inert gas fire suppression systems. Provide wet pipe sprinkler system coverage in former data room on 1<sup>st</sup> floor and in rear Auditorium control area.
2. Relocate and replace existing sprinkler heads throughout building to accommodate architectural ceiling alterations.

### **Electrical**

1. Clean, inspect, and service main service gear; add additional breakers; provide new transformer.
2. Replace the existing emergency generator; provide new transfer switches; replace existing underground conduits from generator to building.
3. Modify existing electrical distribution to accommodate Architectural alterations and HVAC, Plumbing, and Elevator equipment alterations.
4. Provide additional 120V convenience receptacles and data, and telecom receptacles to accommodate architectural floor plan and furniture plan alterations.
5. Replace interior lighting and controls throughout (except auditorium and with exception to some existing office areas).
6. Modify the existing fire alarm system to accommodate architectural modifications.
7. Provide data network and telephone wiring systems.
8. Provide intrusion detection and video surveillance system.
9. Provide building access control system
10. Provide space/spare capacity provisions for future
8. Existing Elevator Modernization - renovate and upgrade existing elevator equipment.
  - Install a new cab,
  - Install new controls

- B. The Work of Project is defined by the Contract Documents and generally consists of the following work:

**Summary of Prime Contract #2  
General Construction Work**

**Primary Renovations to existing building required for adaptation to a Public Library:**

1. Selective demolition of existing partitions
2. Construction of new partitions
3. Fit-out of primary spaces
4. Remove existing solid guardrail at the two-story lobby and replace with a glass and steel guardrail system
5. Install sections of interior windows to allow staff to monitor Library operations and to provide natural light to interior spaces
6. The Public areas and the Library area will receive new finishes including:
  - Metal stud / drywall partitions with painted finishes
  - Wood paneled finishes
  - New aluminum framed glass openings and partitions
  - New acoustic and drywall ceilings
  - New finish floor materials
  - New solid core wood doors, and related new hardware
  - New visual display surfaces
  - New casework and countertops
  - New shades on existing clearstory windows on 2<sup>nd</sup> floor
7. New interior directional signage/raised metal letters/plaque
9. Drive-up Book Drop
  - Provide a vehicular drive-up book drop on the North side of the building
10. New Family-Type Uni-Sex Restrooms
  - Add family type uni-sex toilet rooms to supplement the existing public restrooms
  - Equip restrooms with baby changing stations
  - Incorporate a lactation area in the Children's Library area

1.5 WORK SEQUENCE

- A. The entire Work shall be completed in compliance with the Project phasing and milestones indicated on the plans. Any deviations from these requirements shall be subject to the approval of the Engineer. The Owner reserves the right to enforce liquidated damages for contractor's non-compliance with any of the phasing, milestone and substantial completion dates.
- B. Construction work shall be performed in a sequence to ensure that all building systems are systematically installed in an efficient manner.
- C. Contractor shall clean and turn over the areas in a sequence for the Owner's use.
- D. If the Notice to Proceed is delayed for any reason, all Phased Completion Dates and Milestone Completion Dates will be adjusted by the exact same number of days. The Contractor is not entitled to damages for delay of any type on this contract. Contractor agrees that an extension of time is the only recourse as a result of any delays that are beyond the Contractor's control.

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520 VIRGINIA DRIVE  
GUARANTEED ENERGY SAVINGS PROJECT

- E. If applicable to the project, all Work must be completed in accordance with the Phasing Plans, the Project NPDES permit requirements, the approved project schedule and in a sequence approved by the Engineer and Owner. Each Contractor will be required to be a co-permittee on the Owner's NPDES permit and shall submit the appropriate application forms to the Montgomery County Conservation District.
- F. The Work shall be conducted according to the milestone schedule in the Contract Documents.
  - 1. Notice to Proceed: On or before April 19, 2019.
  - 2. Commence with administrative tasks including, but not limited to schedule, submittals, permits, procure materials, etc.: on or before April 22, 2019.
  - 3. Start work: May 10, 2019.
  - 4. Substantial completion: on or before December 15, 2019.
  - 5. Final completion: by December 22, 2019.
- G. Liquidated damages will be enforced in a sequence approved by the Owner and Representative.
- H. If the Notice to Proceed is delayed, all of the milestone dates will be adjusted by the exact same number of days.

1.6 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Concurrent Work: Owner may **award** separate contract(s) for the General Construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract. Contractor shall cooperate and coordinate all work.

1.7 ACCESS TO SITE

- A. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

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520 VIRGINIA DRIVE  
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- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Contract Documents. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard.
- D. Local Municipal Approvals & Permits: Contractor shall submit, with NO mark-up, the cost of any permits or inspection fees required for the work. The Owner will reimburse the Contractor for fees paid to the authorities having jurisdiction. The Contractor shall secure and arrange for all the necessary utility connections, municipal approvals, and agency approvals or permits required for the Project unless specified otherwise.
- E. Overtime work by each contractor necessary to conform with these requirements shall be considered a normal practice under this contract. No claims for additional compensation will be accepted by the Owner.
- F. Proposals to be Submitted: Proposal Prices shall include all materials, labor, parts, supplies and incidental items needed for a complete and functioning product as intended. Proposal shall be as a lump sum price.

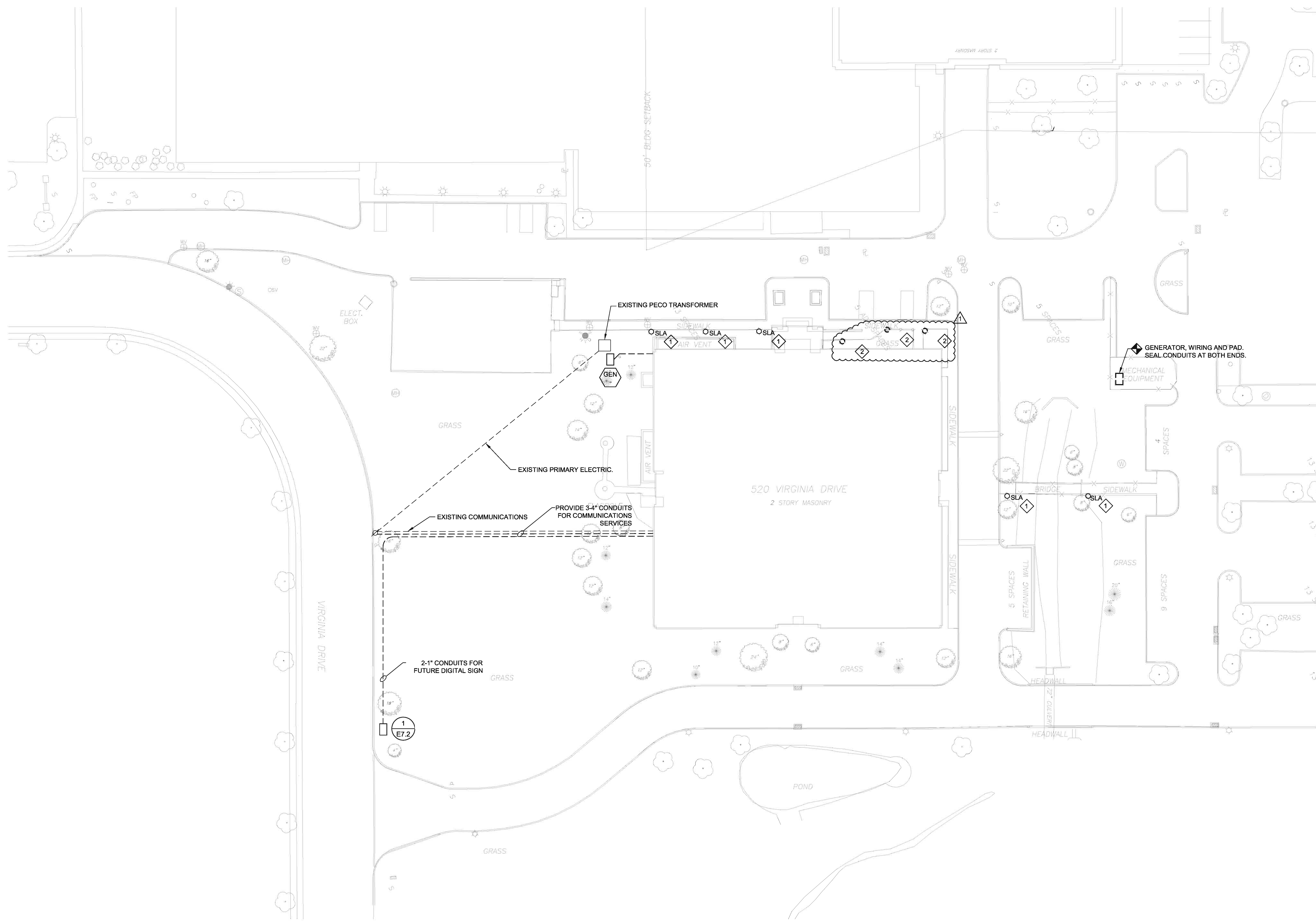
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GUARANTEED ENERGY SAVINGS PROJECT

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- A. Contractor shall complete all work in the time period specified in the contract. Due to the nature of the project, NO time extensions will be granted. Contractor(s) shall include all necessary time and the related cost required including but not limited to; overtime, shift work, weekends and holidays in order to complete the work as specified within the contract time.

**END OF SECTION 011000**



**N SITE PLAN**  
 0 10' 30' 60'  
 Scale: 1" = 30'-0"

- KEY NOTES**
- △ PROVIDE NEW CONCRETE BASE AND LUMINAIRE IN PLACE OF EXISTING
  - ◇ DEMOLISH LUMINAIRE AND BASE.

**DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION**



GODSHALL KANE O'ROURKE ARCHITECTS, LLC  
 300 Brookside Avenue  
 Suite 150  
 Ambler, PA 19002  
 T: 215.648.2003 F: 215.648.5707 W: gkarchitects.com



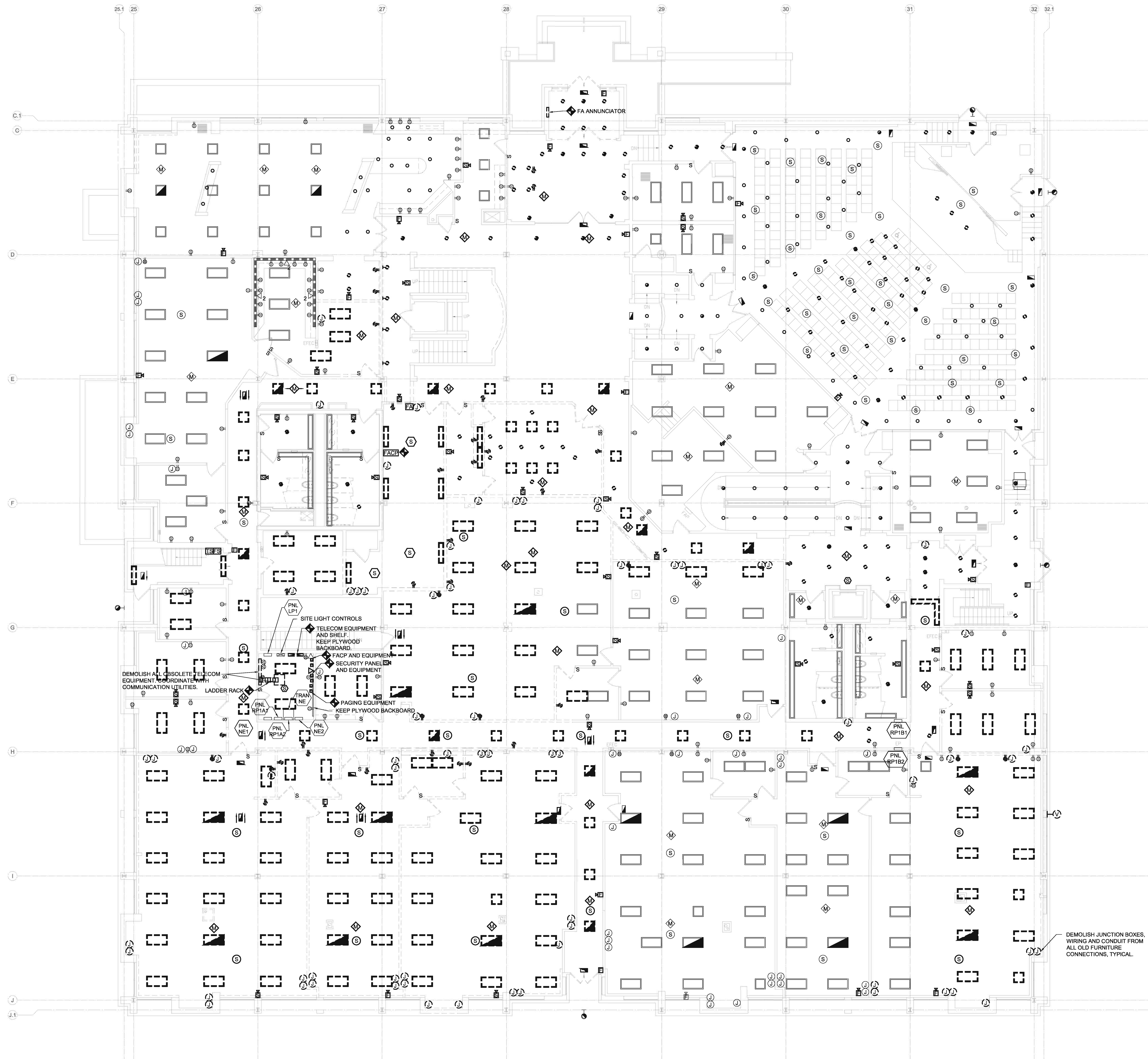
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 FORT WASHINGTON, PA 19034

REVISIONS	
△	2018-DEC-10

DRAWN BY	MAS
REVIEWED BY	DB
JOB #	LVE-17082
SHEET TITLE	

**SITE PLAN**

SHEET #  
**E0.3**  
 SCALE AS NOTED  
 DATE 2018-DEC-03



**GROUND LEVEL FLOOR PLAN - DEMOLITION**  
 Scale: 1/8" = 1'-0"

DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION



GODSHALL KANE O'ROURKE ARCHITECTS, LLC  
 300 Brookside Avenue  
 Building 18 - Suite 150  
 Ambler, PA 19002  
 T: 215.646.2003 F: 215.646.5707 W: gkarchitects.com



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▲	2018-DEC-14

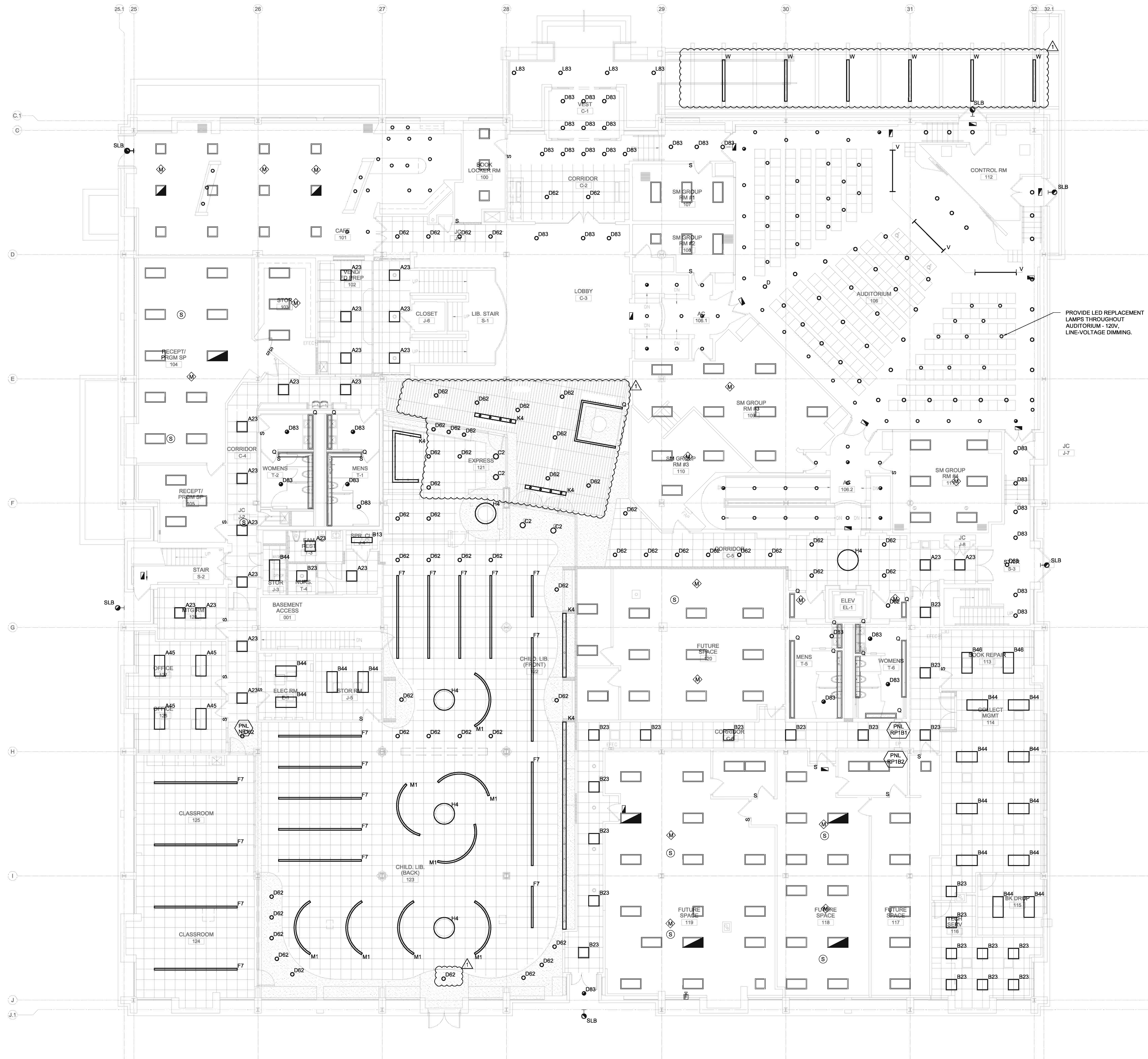
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REVIEWED BY	DB
JOB #	LVE-17082
SHEET TITLE	

**GROUND  
 LEVEL  
 FLOOR PLAN  
 DEMOLITION**

SHEET #

E1.1

SCALE	AS NOTED
DATE	2018-DEC-03



PROVIDE LED REPLACEMENT LAMPS THROUGHOUT AUDITORIUM - 120V, LINE-VOLTAGE DIMMING.

**GROUND LEVEL FLOOR PLAN - LIGHTING**  
 Scale: 1/8" = 1'-0"

DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION



GODSHALL KANE O'ROURKE ARCHITECTS, LLC  
 300 Broadside Avenue  
 Suite 100  
 Ambler, PA 19002  
 T: 215.646.2003 F: 215.646.5707 W: gkarchitects.com



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REVISIONS	DATE
△	2018-DEC-14

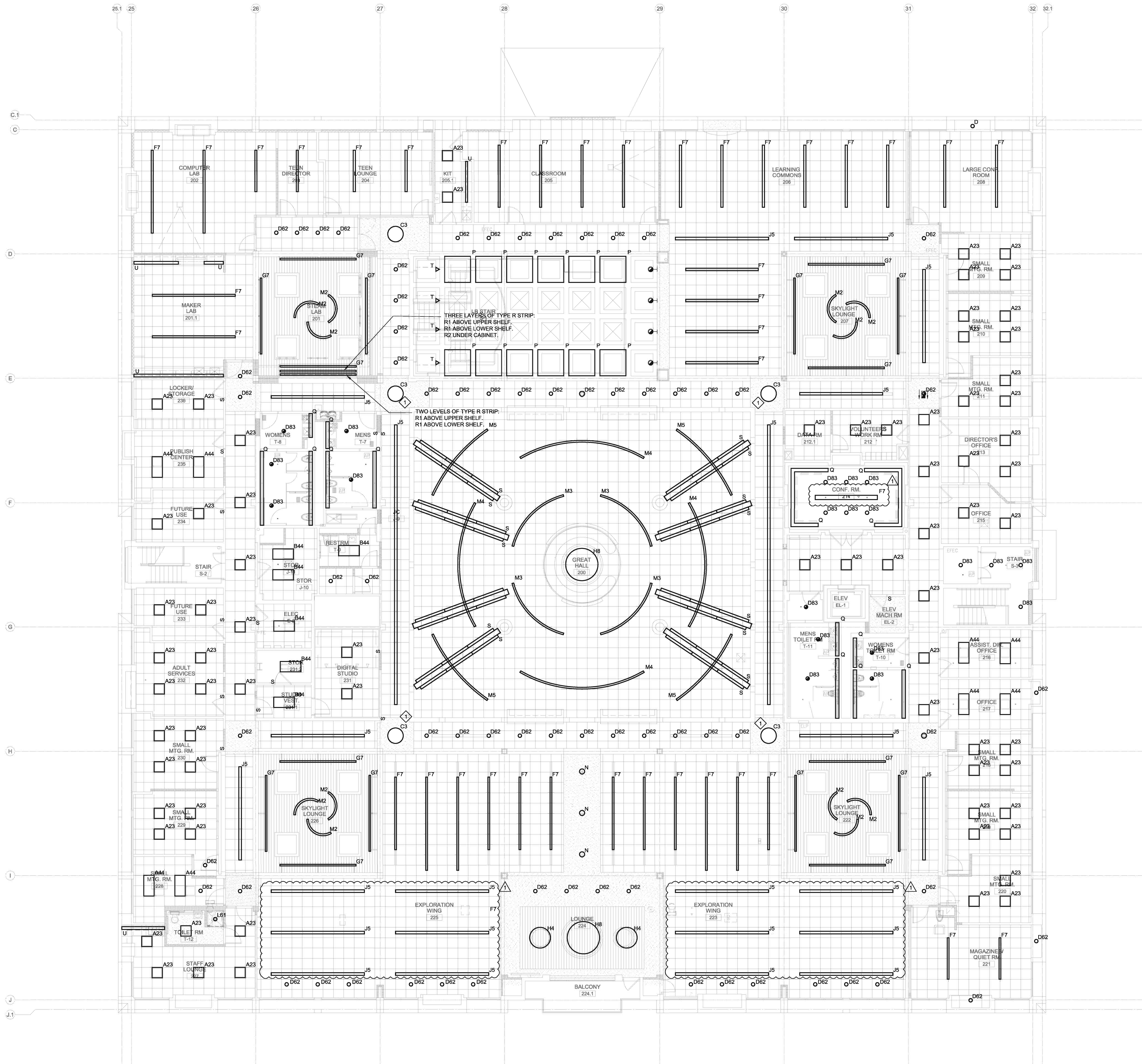
DRAWN BY	MAS
REVIEWED BY	DB
JOB #	LVE-17082
SHEET TITLE	

**GROUND LEVEL FLOOR PLAN LIGHTING**

SHEET #

**E2.1**

SCALE	AS NOTED
DATE	2018-DEC-03



**UPPER LEVEL FLOOR PLAN - LIGHTING**  
 Scale: 1/8" = 1'-0"

**KEY NOTES**  
 PROVIDE 42 TYPE D62 LUMINAIRES AT UPPER CEILING ABOVE CORRIDORS.

DESIGN DEVELOPMENT  
 NOT FINAL  
 NOT FOR CONSTRUCTION

REVISIONS	DATE
△	2018-DEC-10

DRAWN BY	MAS
REVIEWED BY	DB
JOB #	LVE-17082
SHEET TITLE	

UPPER  
 LEVEL  
 FLOOR PLAN  
 LIGHTING

SHEET #	E2.2
SCALE	AS NOTED
DATE	2018-DEC-03

### Luminaire Schedule

1. All luminaires must be listed and labeled by an NRTL, as required by the NEC.

2. No luminaire selection should be considered final. Selections represent placeholders indicating required quality and aesthetic. Photometric analysis shall be completed to aid final selections.

Type	Manuf.	Model	Mounting	Description	Source	Color	CRI	Lumens	Lumen Maint	Driver	Voltage	VA	W
SLA	Architectural Area Lighting	SLVT	12' x 4' straight round aluminum pole on concrete base	Decorative pedestrian-scale modern posttop, type 3 distribution, standard powdercoat finish TBD	LED	4000K	70	3200	L70 60k hrs	Fixed	120-277	144	129
	Architectural Area Lighting	SLVT	Surface, 6" wall arm	4' linear outdoor up/down, asymmetric direct, wall wash indirect	LED	4000K	80	1000/ft		0-10V	120-277		
A23	Lumenwerx	NOVARS	Grid	2'x2' architectural troffer	LED	3500K		3200		0-10V	120-277		
A45	Lumenwerx	NOVARS	Grid	2'x4' architectural troffer	LED	3500K		5500		0-10V	120-277		
B13	Elite	FPL1	Grid	1'x4' flat panel	LED	3500K	85	3000		0-10V	120-277		
B23	Elite	FPL1	Grid	2'x2' flat panel	LED	3500K	85	3000		0-10V	120-277		
B44	Elite	FPL1	Grid	2'x4' flat panel	LED	3500K	85	4000		0-10V	120-277	45	40
B46	Elite	FPL1	Grid	2'x4' flat panel	LED	3500K	85	6000		0-10V	120-277	67	60
C2 or C23	Focal Point	Skydome	Surface	2' diameter	LED	3500K		3000		0-10V	120-277		
C3 or C35	Focal Point	Skydome	Surface	3' diameter	LED	3500K		5000		0-10V	120-277		
C4 or C48	Focal Point	Skydome	Surface	4' diameter	LED	3500K		9000		0-10V	120-277		
D62	Intense	Gravity	Recessed	6" open downlight, self-flanged haze reflector, 40 degree flood	LED	3500K		1800		0-10V	120-277	28	25
D83	Intense	Gravity	Recessed	8" open downlight, self-flanged haze reflector, 40 degree flood	LED	3500K		2900		0-10V	120-277	28	25
E	Emergillite Lithonia McPhiben Sure-lites	WW-LEDP1R LESW1R CX-61-WH	Surface, universal	Single-faced exit sign, universal mount, white die-cast aluminum housing, red lettering, concealed chevron knockouts, AC-only	LED	Red	-	-	-	Fixed	120-277	5	4
E2	Emergillite Lithonia McPhiben Sure-lites	WW-LEDP2R LESW2R CX-62-WH	Surface, universal	Double-faced exit sign, universal mount, white die-cast aluminum housing, red lettering, concealed chevron knockouts, AC-only	LED	Red	-	-	-	Fixed	120-277	9	8
F7	Lumium	Oxygen O3.3	Pendant	3" diameter linear direct/indirect, continuous length as shown on plans	LED	3500K		725/ft down 710/ft up		0-10V	120-277		
G7	Lumium	Oxygen O3.3	Wall	3" diameter linear direct/indirect, 6" rotational wall mount, continuous length as shown on plans, custom paint color	LED	3500K		725/ft down 710/ft up		0-10V	120-277		
H4	OCL	SL1 P1EM	Pendant	4' diameter ring, multiple mounting points, straight white cord, downlight only, custom paint color	LED	3500K		7700		0-10V	120-277	134	120
H6	OCL	SL1 P1EM	Pendant	6' diameter ring, multiple aircraft cable mounting points, straight white cord, downlight only, custom paint color	LED	3500K		12000		0-10V	120-277	200	180
H8	OCL	SL1 P1EM	Pendant	8' diameter ring, multiple aircraft cable mounting points, straight white cord, downlight only, custom paint color	LED	3500K		16000		0-10V	120-277	278	250
H9	OCL	SL1 P1EM	Pendant	10' diameter ring, multiple aircraft cable mounting points, straight white cord, downlight only, custom paint color	LED	3500K		20000		0-10V	120-277	345	310
I	Columbia	LCL	Pendant	Chain hung 4' strip	LED	3500K	80	5300	L80 50k hrs	Fixed	120-277	47	42
J5	Finelite	HP4 R	Recessed	4" slot, flush diffuser, symmetric distribution, continuous length as shown on plans	LED	3500K	80	479/ft	L90 100k hrs	0-10V	120-277	6/ft	5/ft
K4	Finelite	HP4 WW FO	Recessed	4" slot, flush diffuser, wall wash distribution, continuous length as shown on plans	LED	3500K	80	353/ft	L90 100k hrs	0-10V	120-277	5/ft	4/ft
L61	Intense	Gravity	Recessed	6" lensed downlight, self-flanged haze reflector, 40 degree flood, wet location	LED	3500K		1000		0-10V	120-277		
L83	Intense	Gravity	Recessed	8" lensed downlight, self-flanged haze reflector, 40 degree flood, wet location	LED	3500K		1750		0-10V	120-277	28	25

Type	Manuf.	Model	Mounting	Description	Source	Color	CRI	Lumens	Lumen Maint	Driver	Voltage	VA	W
M1	Lightnet	1Q G3	Pendant	100" arc, 6' radius, aircraft cable mounting, straight white cord, downlight only	LED	3500K	80	510/ft		0-10V	120-277	12/ft	10/ft
	Lightnet	1Q G3	Pendant	100" arc, 3' radius, aircraft cable mounting, straight white cord, downlight only, custom paint color	LED	3500K	80	510/ft		0-10V	120-277	12/ft	10/ft
M2	Lightnet	1Q G3	Pendant	60" arc, 14' radius, aircraft cable mounting, straight white cord, downlight only, custom paint color	LED	3500K	80	510/ft		0-10V	120-277	12/ft	10/ft
M3	Lightnet	1Q G3	Pendant	60" arc, 24' radius, aircraft cable mounting, straight white cord, downlight only, custom paint color	LED	3500K	80	510/ft		0-10V	120-277	12/ft	10/ft
M4	Lightnet	1Q G3	Pendant	30" arc, 32' radius, aircraft cable mounting, straight white cord, downlight only, custom paint color	LED	3500K	80	510/ft		0-10V	120-277	12/ft	10/ft
M5	OCL	TR1	Pendant	30" H x 5" diameter Turris pendant, custom length white cord, custom custom paint color	LED	3500K	80	2100		0-10V	120-277	28	25
N	Existing	Existing	Fluorescent retrofit	4' x 4' imitation skylight with 8 tubes, provide retrofit LED tubes	LED	3500K	80	2000/tube			120-277		
P	Color Kinetics	eW Cove QLX Powercore	Surface or fluorescent retrofit	Continuous cove, medium beam, provide segments as required, permanent wiring compartment and jumpers between segments	LED	3500K	80	400/ft			120-277		
Q	Acclaim		Surface	24VDC continuous tape light with aluminum mounting channel, lens, end caps. Conceal low-voltage wiring in cabinet construction to remote driver above ceiling	LED	3500K	80	232/ft	L70 50k hrs	Remote	120-277		
R				0.75" x 0.75" 45 degree aluminum mounting channel 0.25" H flat aluminum mounting channel									
R1	Vode	107-WG	Stack	Continuous linear asymmetric, 18" wall arm, integral power unit on top of stack, zipper board, white baffle, edgesoft	LED	3500K	80	583/ft		Remote	120-277	7/ft	6/ft
R2			Surface	Horizontal spread spotlight for signage	LED	3500K	80				120-277		
S	Alkco Color Kinetics	A/r's series eW Profile Powercore	Surface, undercabinet	Continuous undercabinet, provide segments as required, permanent wiring compartment and jumpers between segments	LED	3500K	80				120-277		
T			Surface	8' track with 8 flood heads	LED	3500K	80				120	600	240
U			Surface	8' outdoor-rated, 45 degree beam, 3.5W/ft, downlight, standard finish TBD by Architect, white diffusing lens, mounted in rows where shown	LED	3500K	82	2800			120-277	600	240
V													
W	Insight	Medley View II	Surface		LED	3500K	82	2800			120-277	600	240



GODSHALL KANE O'Rourke ARCHITECTS, LLC  
300 Brookside Avenue  
Upper Merion Station, Building 18 - Suite 150  
Ambler, PA 19002  
T: 215-646-2003 F: 215-646-5707 W: gkarchitects.com



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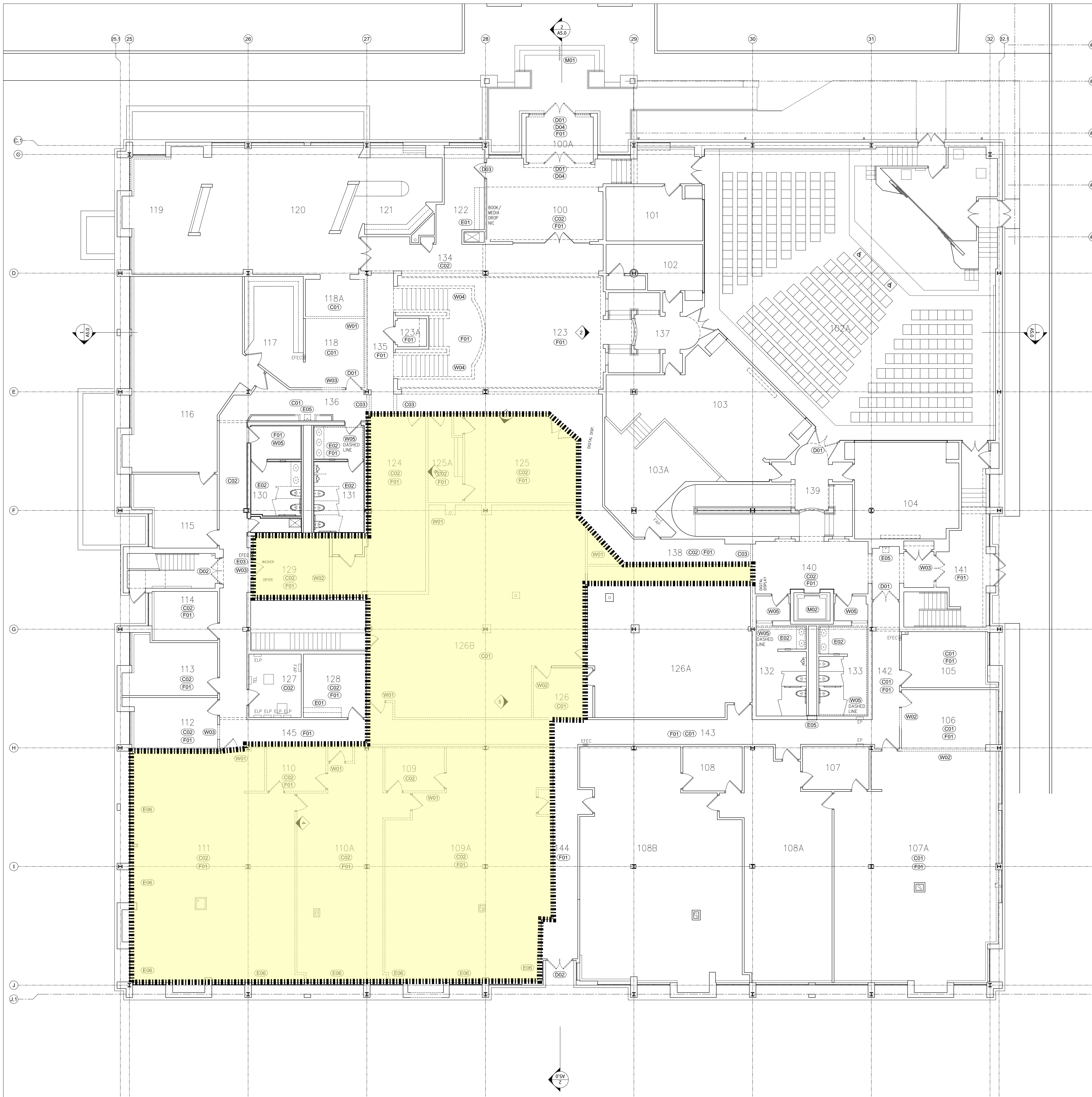
  

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REVIEWED BY	DB
JOB #	LVE-17082
SHEET TITLE	

SCHEDULES

SHEET #	E8.1
SCALE	AS NOTED
DATE	2018-DEC-03

DESIGN DEVELOPMENT  
NOT FINAL  
NOT FOR CONSTRUCTION



- GENERAL DEMOLITION NOTES:**
- WHEN DEMOLISHED ITEM REVEALS EXISTING CONSTRUCTION TO REMAIN, CONTRACTOR SHALL PATCH TO MATCH EXISTING ADJACENT CONSTRUCTION TO REMAIN AT REMOVED ITEM.
  - WHERE DEMOLISHED ITEM REVEALS UNEVEN CONSTRUCTION, INTERRUPTED FINISHES, ATTACHMENT HOLES, AND OTHER CONDITIONS THAT DO NOT MATCH EXISTING ADJACENT FINISH OR CONSTRUCTION, CONTRACTOR SHALL PATCH TO MATCH EXISTING ADJACENT FINISHES.
  - REMOVE INTERIOR WALLS SUPPORTED BY SLAB TO TOP OF SLAB. REMOVE EXTERIOR WALLS AND INTERIOR WALLS THROUGH SLABS TO NO LESS THAN 8 INCHES BELOW FINISH FLOOR SLAB. PATCH TO MATCH SUB-FLOOR AND FINISH FLOORING.
  - LEVEL FLOORS AFTER PARTITIONS REMOVAL IN AREAS OF CMU WALL REMOVAL, LEVEL FLOOR TRANSITIONS BY GRINDING DOWN HIGH SPOTS AND FILLING LOW SPOTS.
  - WHERE BONDED FINISHES ARE TO BE REMOVED, REMOVE FINISH AND ADHESIVE COMPLETELY. GRIND OR SHOT BLAST FLOORS AND APPLY SELF-LEVELING COMPOUND. REMOVE ADHESIVES COMPLETELY AT WALLS AND PATCH TO MATCH EXISTING ADJACENT FINISHES.
  - FOR ALL EXISTING WALLS TO REMAIN, CONTRACTOR SHALL PATCH TO MATCH, REPAIR, ALL EXISTING HOLES AND PREPARE WALLS FOR NEW FINISH.
  - DASHED LINES TYPICALLY REPRESENT ITEMS TO BE DEMOLISHED. REFER TO KEYNOTES FOR ADDITIONAL INFORMATION AND INSTRUCTION.
  - REMOVE ALL EXISTING CEILING FINISH MATERIALS (INCLUDING, BUT NOT LIMITED TO: ACOUSTICAL CEILING TILES AND GRID, EXISTING HARD CEILINGS (GWB AND PLASTER), SOFFITS, AND SUPPORT MATERIALS REQUIRED TO FACILITATE NEW CONSTRUCTION. REFER TO REFLECTED CEILING PLANS FOR NEW CEILING FINISHES AND LAYOUT AND ANY AREAS WHERE EXISTING CEILING FINISHES SHALL REMAIN SUCH AS GWB SOFFITS. GC SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXISTING CEILING FINISHES TO BE REMOVED.
  - IN ALL EXISTING TOILET ROOMS, GC SHALL REMOVE ALL TOILET PARTITIONS, TOILET ROOM ACCESSORIES, ETC. IN THEIR ENTIRETY, UNLESS NOTED OTHERWISE, ON EXISTING WALLS TO REMAIN, GC SHALL PATCH AND PREP FOR NEW FINISH.
  - WHERE EXISTING MASONRY WALLS ARE BEING REMOVED, GC SHALL PROVIDE NEW LINTEL AT NEW OPENINGS. REFER TO STRUCTURAL DRAWINGS FOR APPROPRIATE LINTEL SIZING.
  - PROVIDE PROPER PROTECTION FOR ALL SURFACES TO REMAIN DURING CONSTRUCTION.
  - REMOVE AND SALVAGE EXISTING ADA PANEL SIGNS WHERE NEW SIGNS ARE INDICATED AND WHERE EXISTING SIGNS CONFLICT WITH NEW LAYOUT. RETURN ALL EXISTING SALVAGED SIGNS TO OWNER. REMOVE ADHESIVE FROM WALLS. PATCH AND PAINT GWB AND CMU AS REQUIRED.
  - IN WORK AREAS WHERE CONFLICTING WITH NEW LAYOUT, REMOVE PORTABLE FIRE EXTINGUISHERS AND DELIVER TO OWNER. REMOVE ASSOCIATED BRACKETS AND SIGNAGE. PATCH HOLES LEFT IN WALLS AND PREPARE FOR NEW FINISH.
  - CONTRACTOR SHALL FURNISH AND INSTALL ALL TEMPORARY SHORING AND BRACING REQUIRED TO SUPPORT EXISTING CONSTRUCTION SCHEDULED TO REMAIN UNTIL PERMANENT STRUCTURE IS IN PLACE.
  - REFER TO CIVIL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION ITEMS NOT LISTED ON THIS PLAN.
  - DEMOLITION KEYNOTES SHOWN BELOW ROOM TAG DESIGNATIONS OR CENTERED IN ROOM SHALL APPLY TO ENTIRE ROOM, UNLESS NOTED OTHERWISE.

- OWNER RESPONSIBILITIES:**
- THE OWNER WILL REMOVE ALL LOOSE MATERIALS OUT OF RENOVATED AREAS PRIOR TO DEMOLITION. GC TO COORDINATE EXACT TIMELINE OF WORK WITH OWNER.
  - NOT USED.
  - NOT USED.

**DEMOLITION KEY NOTES**

#	DESCRIPTION
<b>CEILING</b>	
C01	REMOVE PORTION OF ACOUSTICAL CEILING AND GRID TO EXTENT SHOWN. REFER TO REFLECTED CEILING PLAN FOR EXTENT OF WORK.
C02	REMOVE ENTIRE ACOUSTICAL CEILING AND GRID
C03	REMOVE DRYWALL CEILING AND OR SOFFIT INCLUDING SUPPORTING STRUCTURE IN THIS AREA. REFER TO REFLECTED CEILING PLAN FOR EXTENT OF WORK.
C04	
C05	
<b>DOORS, WINDOWS, STOREFRONT</b>	
D01	REMOVE EXISTING DOOR, AND DOOR FRAME INCLUDING SUELIGHTS, THRESHOLDS, TRANSOMS, GLAZING, AND RELATED HARDWARE.
D02	REMOVE EXISTING DOOR AND HARDWARE, PREP FRAME FOR NEW DOOR AND HARDWARE. SEE SCHEDULE. PATCH EXISTING HARDWARE CUTOOUT AND HOLES IN FRAME TO REMAIN.
D03	REMOVE EXISTING DOOR HARDWARE. SEE SCHEDULE. PREP DOOR AND FRAME FOR NEW HARDWARE. PATCH EXISTING HARDWARE CUTOOUT AND HOLES IN FRAME AND DOOR TO REMAIN.
D04	REMOVE EXISTING WINDOW SYSTEM IN ITS ENTIRETY AND PREP OPENING FOR NEW WORK.
D05	REMOVE WINDOW TREATMENT IN ITS ENTIRETY.
<b>EQUIPMENT, CASEWORK, AND FITTINGS</b>	
E01	REMOVE IN ITS ENTIRETY ALL CASEWORK, EQUIPMENT, PREP REMAINING SURFACES FOR NEW FINISHES, REFER TO PLUMBING DRAWINGS FOR REMOVAL OF SINKS AND PIPING IF APPLICABLE.
E02	REMOVE ALL TOILET PARTITIONS, ACCESSORIES IN THEIR ENTIRETY, REFER TO PLUMBING DRAWINGS FOR REMOVAL OF FIXTURES. SEE ENLARGED PLANS FOR EXISTING FEATURES TO REMAIN.
E03	REMOVE AND SALVAGE EXISTING FIRE EXTINGUISHER. REFER TO FLOOR PLAN FOR NEW LOCATION AND INSTALL WHERE INDICATED.
E04	REMOVE WALL MOUNTED SHELVING AND STANDARDS OR FLOOR MOUNTED SHELVING.
E05	PIC TO REMOVE EXISTING PLUMBING FIXTURES. SEE PLUMBING DEMOLITION DWGS FOR EXTENT OF WORK.
E06	HC TO REMOVE EXISTING HVAC EQUIPMENT AND PATCH WALL TO RECEIVE NEW FINISH. SEE MECHANICAL DEMOLITION DWGS FOR EXTENT OF WORK.
E07	
E08	
E09	
E10	
<b>FLOORS</b>	
F01	REMOVE EXISTING FLOORING AND RUBBER WALL BASE IN ITS ENTIRETY, PREP AREA FOR NEW FINISH. WHERE WOOD BASE EXISTS, RETAIN AND PREP FOR NEW PAINTED FINISH.
F02	REMOVE PREVIOUSLY PATCHED NON MATCHING TILES AND PREP FOR NEW TILE TO MATCH EXISTING FIELD TILES.
F03	
F04	
F05	
<b>MISCELLANEOUS, STRUCTURE</b>	
M01	REMOVE HANDRAILS, BALUSTERS, AND ASSOCIATED POSTS. PATCH HOLES FROM REMOVED ITEMS AND PREP FOR NEW WORK.
M02	REMOVE ELEVATOR FINISHES, CONTROLS, AND HYDRAULIC PISTON FOR COMPLETE MODERNIZATION. RAILS AND CAB FRAME TO REMAIN.
M03	
M04	
<b>WALLS</b>	
W01	REMOVE STUD WALL, ASSOCIATED BRACING, AND DOORS AND WINDOW IF APPLICABLE.
W02	REMOVE PORTION OF EXISTING WALL AND PREP FOR NEW WORK. REFER TO FLOOR PLANS FOR NEW WORK.
W03	CUT NEW OPENING IN EXISTING WALL FOR NEW DOORWAY OR WINDOW TO EXTENT SHOWN & PROVIDE LINTEL. PREPARE OPENING FOR NEW DOORWAY OR WINDOW. SEE PLAN, ELEVATIONS & DOOR SCHEDULE FOR SCOPE.
W04	REMOVE TOP PORTION (4'-6" OF) STAIRCASE & BALCONY WALLS, INCLUDING INTERNAL STEEL POSTS. REF. INTERIOR ELEVATIONS & DETAILS TO COORDINATE DEMO WITH EXTENT OF NEW RAILING SYSTEM INSTALLATION.
W05	REMOVE EXISTING VINYL WALL COVERING ON ALL PARTITION SURFACES, UNLESS EXTENT IS OTHERWISE INDICATED (WITH A DASHED LINE). PREPARE FACE OF EXISTING PARTITIONS TO REMAIN TO RECEIVE NEW FINISHES.

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 SHEET TITLE:

**GROUND LEVEL DEMOLITION PLAN**  
 Alternate Scope

SHEET # **A1.1**

SCALE: AS NOTED  
 DATE: 12-14-2018

DEMOLITION PLANS ARE FOR REFERENCE / COORDINATION ONLY AND MISSING OR INCOMPLETE IDENTIFIED DO NOT CONSTITUTE A CONTRACT. PERFORMING **NOT FOR CONSTRUCTION**

Project Name: Request for Proposal For:  
Energy Services Company (ESCO)  
For Repurposing 520 Virginia Drive, Fort Washington, PA  
DEI Project No. 711002

Project Owner: Upper Dublin Township  
801 Loch Alsh Avenue  
Fort Washington, PA 19034

Owner's:  
Representative D'Huy Engineering, Inc.  
One East Broad St., Suite 310  
Bethlehem, PA 18018

**PROPOSAL DUE DATE: MONDAY, JANUARY 7, 2019 @ 3:00 p.m.**

*This Addendum forms a part of the Contract Documents and modifies the original Proposal Documents dated **December 2018** as noted below. This addendum must be acknowledged on the Cost Proposal in the space provided for this purpose. Failure to so acknowledge this addendum may subject the Proposer to disqualification.*

**1.0 GENERAL INFORMATION:**

- 1.1 This RFP addendum consists of **2** pages and no attachments.
- 1.2 The \$50,000 for Overhead and permits along with the \$100,000 for unforeseen conditions are hard numbers to be included in the proposal submission. These costs are noted in both the MEP and GC alternate portions of the project separately for a total of \$300,000 if the GC alternate is accepted. These costs will be tracked as an allowance and any unused portions credited back to the Township.
- 1.3 Since the documents included in the RFP are design development level only, if the Proposer feels an additional allowance is required to cover unanticipated Owner changes, please note this as an additional line item. This category will be tracked as an allowance and any unused portions credited back to the Township.

**2.0 CHANGES TO PREVIOUS ADDENDA:**

- 2.1 **None.**

**3.0 CHANGES TO THE BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT**

- 3.1 Submission of Attachments can be made with the proposal in a binder with clearly marked sections for each separate attachment.

**4.0 CHANGES TO THE SPECIFICATIONS:**

4.1 None.

**5.0 CHANGES TO THE DRAWINGS:**

5.1 None.

**NOTE: ALL PROPOSERS MUST EMAIL (PREFERRED) OR FAX A CONFIRMATION OF RECEIPT OF THIS ADDENDUM. PLEASE PRINT COMPANY NAME, SIGN AND DATE THIS PAGE AND E-MAIL D'HUY ENGINEERING, INC. @ [WJM@DHUY.COM](mailto:WJM@DHUY.COM) OR FAX 610-861-0181.**

Receipt Acknowledged By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF RFP ADDENDUM NO. 2 - 711002**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# ~~STANDARD~~ GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by

**ACEC**

AMERICAN COUNCIL OF ENGINEERING COMPANIES



**ASCE** American Society  
of Civil Engineers

**P/E** National Society of  
Professional Engineers  
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

~~STANDARD~~ GENERAL CONDITIONS OF THE  
CONSTRUCTION CONTRACT

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\*S.C. denotes that the Article is included in Specification Section 007300, Supplementary Conditions.

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
  12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop

SEE S.C.

Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

*Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work





Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

### B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

### C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

### D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

### E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

SEE S.C.

- ~~A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.~~
- ~~B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.~~

### 2.02 *Copies of Documents*

SEE S.C.

- ~~A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.~~

### 2.03 *Commencement of Contract Times; Notice to Proceed*

SEE S.C.

- ~~A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.~~

### 2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

## 2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a Preliminary Schedule in accordance with the General Requirements as set forth in Division 1;

SEE S.C.

~~2. a preliminary Schedule of Submittals; and~~

~~3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.~~

SEE S.C.

## 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

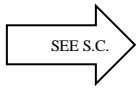
B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.



3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

**ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

3.01 *Intent*

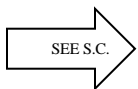
- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
  1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*



- ~~1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written~~

~~interpretation or clarification from Engineer before proceeding with any Work affected thereby.~~

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

SEE S.C.

- ~~3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.~~

#### B. *Resolving Discrepancies:*

SEE S.C.

- ~~1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - ~~a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or~~
  - ~~b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).~~~~

### 3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  1. A Field Order;
  2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
  3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer, Owner or any of their consultants, including electronic media editions; or
  2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### 4.01 *Availability of Lands*

SEE S.C.

- A. ~~Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.~~
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and

Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 *Subsurface and Physical Conditions*

SEE S.C.

~~A. *Reports and Drawings:* The Supplementary Conditions identify:~~

- ~~1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and~~
- ~~2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).~~

~~B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:~~

- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or~~
- ~~2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
- ~~3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.~~

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

SEE S.C.

- ~~1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or~~
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

SEE S.C.

A. ~~Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner.~~ Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

SEE S.C.

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

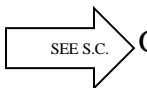
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to

timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.



- ~~G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 – BONDS AND INSURANCE

### 5.01 *Performance, Payment, and Other Bonds*

SEE S.C.

- A. ~~Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents.~~ These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

SEE S.C.

### 5.03 *Certificates of Insurance*

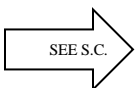
- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from

the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

#### 5.04 Contractor's Insurance

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.



~~B. The policies of insurance required by this Paragraph 5.04 shall:~~

- ~~1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional~~

~~insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;~~

- ~~2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;~~
- ~~3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;~~
- ~~4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);~~
- ~~5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and~~
- ~~6. include completed operations coverage:
  - ~~a. Such insurance shall remain in effect for two years after final payment.~~
  - ~~b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter. —~~~~

#### 5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

SEE S.C.

- A. ~~Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~
  - ~~1. include the interests of Owner, Contractor, Subcontractors and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;~~
  - ~~2. be written on a Builder's Risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and~~

~~equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.~~

- ~~3. include expenses incurred in the repair or replacement of any insured property (including but~~
  - ~~4. ting by Owner prior to being incorporated in the Work, provided that such materials and not limited to fees and charges of engineers and architects);~~
  - ~~5. cover materials and equipment stored at the Site or at another location that was agreed to in wriequipment have been included in an Application for Payment recommended by Engineer;~~
  - ~~6. allow for partial utilization of the Work by Owner;~~
  - ~~7. include testing and startup; and~~
  - ~~8. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.~~
- ~~B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.~~
- ~~C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.~~
- ~~D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~
- ~~E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.~~

## 5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

SEE S.C.

~~B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:~~

- ~~1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and~~
- ~~2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.~~

SEE S.C.

~~C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.~~

## 5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the

damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

SEE S.C.

- ~~A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.~~

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

### **ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES**

#### 6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

SEE S.C.

~~B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.~~

#### 6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

SEE S.C.

#### 6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

SEE S.C.

6.05 *Substitutes and "Or-Equals"*

SEE S.C.

~~A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.~~

~~1. "Or-Equal" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:~~

~~a. in the exercise of reasonable judgment Engineer determines that:~~

- ~~1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;~~
- ~~2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and~~
- ~~3) it has a proven record of performance and availability of responsive service.~~

~~b. Contractor certifies that, if approved and incorporated into the Work:~~

- ~~1) there will be no increase in cost to the Owner or increase in Contract Times; and~~
- ~~2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.~~

~~2. Substitute Items:~~

~~a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.~~

~~b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.~~

~~e. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.~~

~~d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:~~

~~1) shall certify that the proposed substitute item will:~~

~~a) perform adequately the functions and achieve the results called for by the general design,~~

~~b) be similar in substance to that specified, and~~

~~e) be suited to the same use as that specified;~~

~~2) will state:~~

~~a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,~~

~~b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and~~

~~e) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;~~

~~3) will identify:~~

~~a) all variations of the proposed substitute item from that specified, and~~

~~b) available engineering, sales, maintenance, repair, and replacement services; and~~

~~4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.~~

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of

acceptability. No “or equal” or substitute will be ordered, installed or utilized until Engineer’s review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an “or equal.” Engineer will advise Contractor in writing of any negative determination.

- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer’s Cost Reimbursement:* Engineer will record its costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed substitute or “or-equal” at Contractor’s expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner’s acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

SEE S.C.

- A. ~~Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses.~~ Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

SEE S.C.

- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. ~~However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.~~

- C. ~~Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.~~

#### 6.10 *Taxes*

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- A. ~~Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.~~

#### 6.11 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
  2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
  3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work or due to the failure or omission of the Contractor including, but not limited to, fines, penalties or other fees or damages.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

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## 6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

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6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*



- A. Contractor shall submit Shop Drawings and Samples to Engineer for review ~~and approval~~ in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.



- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review ~~and approval~~ of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

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1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review ~~and approval~~ will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

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2. Engineer's review ~~and approval~~ will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review ~~and approval~~ of a separate item as such will not indicate approval of the assembly in which the item functions.

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3. Engineer's review ~~and approval~~ shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop

Drawing or Sample. Engineer's review ~~and approval~~ shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner and Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
2. normal wear and tear under normal usage.

- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review ~~and approval~~ of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or



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7. any correction of defective Work by Owner.

## 6.20 *Indemnification*

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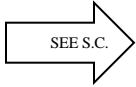
- A. ~~To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.~~
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

## 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications,

certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.



## **ARTICLE 7 – OTHER WORK AT THE SITE**

### *7.01 Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
  - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
  - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to

Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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## 7.02 *Coordination*

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~~A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:~~

- ~~1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;~~
- ~~2. the specific matters to be covered by such authority and responsibility will be itemized; and~~
- ~~3. the extent of such authority and responsibilities will be provided.~~

~~B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.~~

## 7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

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## **ARTICLE 8 – OWNER'S RESPONSIBILITIES**

### 8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

### 8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

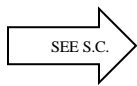
8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*



- A. ~~Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.~~

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

## ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

### 9.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract Documents.

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### 9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

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### 9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

### 9.04 *Authorized Variations in Work*

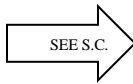
- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or

Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.06 *Shop Drawings, Change Orders and Payments*



- A. ~~In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.~~
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

#### 9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

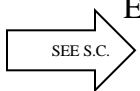
#### 9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.



9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

**ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed

with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

#### 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.



#### 10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may

otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
  2. approve the Claim; or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial. However, prior to pursuing any remedy under Article 16, the parties will meet in person with Engineer to engage in good faith negotiations to resolve the issue.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.



## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### *11.01 Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to

Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, ~~safety managers, engineers,~~ architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

SEE S.C.

~~B. *Cash Allowances:*~~

~~1. Contractor agrees that:~~

- ~~a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and~~
- ~~b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.~~

~~C. *Contingency Allowance:*~~

- ~~1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.~~

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### 11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly (as defined below in Sections 11.03.D.4) from the estimated quantity of such item indicated in the Agreement; and
  2. there is no corresponding adjustment with respect to any other item of Work; and
  3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.
  4. If the total quantity of any item of Unit Price Work varies from the estimate contained in the Bid Form by more than 25 percent, payment may be made according to the following categories:
    - a. **Increases of More Than 25 Percent.** Should the total quantity of any "major item" of Unit Price Work exceed the estimate contained in the Bid Form by more than 25 percent, the Work in excess of 125 percent of such estimate may be adjusted. Such adjustment of the unit price is to be the difference between the Bid unit price and the unit cost determined. Overhead will be deemed to have been recovered by the contractor by the payments made for the 125 percent of the Contract quantity for such item already paid, and in computing the new unit cost, such overhead will be excluded.
    - b. The term "major item" means any item of Unit Price Work having an original Contract value in excess of fifteen percent (15%) of the original Contract Price.
    - c. **Decreases of More Than 25 Percent.** Should the total quantity of any "major item" be less than 75 percent of the estimate contained in the Bid, the quantity of said item may be adjusted. Such adjustment of the unit price is to be the difference between the Bid unit Price and the unit cost determined, of the total quantity of the item, including overhead. Payment for the total quantity of such item of Unit Price Work is not to exceed the payment

that would be made for the performance of 75 percent of the estimate contained in the Bid Form for such item at the original unit price bid.

## ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

### 12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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- ~~C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
  - 1. a mutually acceptable fixed fee; or
  - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;~~

- e. ~~the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and~~
- f. ~~when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.~~

## 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

## 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

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- ~~B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.~~
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner and Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### 13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

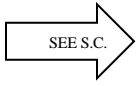
### 13.02 *Access to Work*

- A. Owner and Engineer, and their employees, consultants and other representatives, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.



#### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers,

architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

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### 13.08 ~~Acceptance of Defective Work~~

SEE S.C. → 13.08 *Acceptance of Defective Work Prior to Final Payment*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 ~~Owner May Correct Defective Work~~

SEE S.C. → 13.09 *Owner May Correct Defective Work Prior to Final Payment*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

SEE S.C.

### 14.02 *Progress Payments*

#### A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site ~~or at another location agreed to in writing~~, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

SEE S.C.

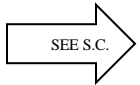
- ~~2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner and Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the~~

~~Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:~~

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*



- ~~1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.~~

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### 14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete,

Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

*B. Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

*C. Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

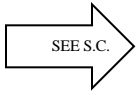
- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

SEE S.C.

~~A. The making and acceptance of final payment will constitute:~~

- ~~1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and~~
- ~~2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.~~



## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### 15.02 *Owner May Terminate for Cause*



- ~~A. The occurrence of any one or more of the following events will justify termination for cause:
  - ~~1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);~~
  - ~~2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;~~
  - ~~3. Contractor's repeated disregard of the authority of Engineer; or~~
  - ~~4. Contractor's violation in any substantial way of any provisions of the Contract Documents.~~~~
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
  1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor no later than 45 days after the Owner has tabulated and paid all of the aforesaid expenses. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

SEE S.C.

SEE S.C.

~~D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.~~

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

SEE S.C.

### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  4. reasonable expenses directly attributable to termination.

- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

SEE S.C.

- ~~A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.~~
- ~~B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.~~

### ARTICLE 16 – DISPUTE RESOLUTION

#### 16.01 *Methods and Procedures*

SEE S.C.

- ~~A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.~~
- ~~B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.~~
- ~~C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:~~
- ~~1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or~~
  - ~~2. agrees with the other party to submit the Claim to another dispute resolution process; or~~
  - ~~3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.~~

SEE S.C.

## ARTICLE 17 – MISCELLANEOUS

### 17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 17.04 *Survival of Obligations*

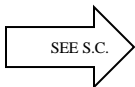
- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### 17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

### 17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



## SECTION 007300 – SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) included with the Contract Documents and shall apply to all Prime Contracts and each Prime Contractor is responsible for the content of all. All provisions which are not so amended or supplemented remain in full force and effect. If any of the following Supplementary Conditions is inconsistent or conflicts with any of the provisions or terms of the General Conditions, the Supplementary Condition shall control. All provisions of the General Conditions which are not so amended or supplemented by these Supplementary Conditions shall remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added thereto.

### SC-1.01 Definitions

SC-1.01 The following sentence shall be added to the definition of “Claim” under 1.01.A.10

The term “Claim” shall not include any assertion or demand by the Owner, made after Final Payment, that labor, materials, or workmanship are defective or in any other way deficient.

The following paragraph shall be added immediately after 1.01.A.51

52. *Multiple Prime Contractors* – persons or entities who perform construction under contracts with Owner that are administered by Engineer for the completion of the Project. The term does not include Owner’s own forces.

### SC-2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Paragraph 2.01 shall be deleted in its entirety and insert the following in its place:

- A. *Performance and Payment Bonds*: Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. The Security Bond form shall be obtained from a company acceptable to the Owner, must be executed by a surety licensed and authorized to conduct business as a surety within the Commonwealth of Pennsylvania, have an AM Best rating of ‘A-’ or higher and a financial rating of Class X or higher and shall be named in the current list of companies holding Certificates of Authority as acceptable sureties on federal bonds and/or as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said circular of revisions thereof. The amount of each Payment Bond and Performance Bond shall be equal to one hundred percent (100%) of the Contract Price and be written on the forms included in the Proposal Documents.
- B. Contractor shall deliver the required Payment Bond and Performance Bond to Owner not later than ten (10) days after receipt of Notice of Intent to Award.

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- C. Contractor shall require the attorney-in-fact who executes the required Payment Bond and Performance Bond on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- D. If Contractor fails to deliver a Payment Bond and Performance Bond in the amounts and types required, in accordance with Paragraph 2.01.A, Owner may declare Contractor in default and may award the Contract to the next lowest responsive, responsible proposer and require, among other things, surrender of the Security Bond by such Contractor. All bonds required by the Contract Documents must involve insurance providers that are licensed and authorized to conduct business in the Commonwealth of Pennsylvania.
- E. *Evidence of Insurance:* As required in the Proposal Documents, Contractor agrees to provide Owner with a sample certificate of insurance evidencing Contractor's insurance coverages at or above the limits required herein with the submission of Contractor's Proposal. Before any work at the site is started, Contractor shall deliver to Owner, with a copy to Engineer Certificates of Insurance (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with Article 5, naming Owner and Engineer as additional insured on such insurance policies (except for Workers' Compensation).

**SC-2.02 Copies of Documents**

SC-2.02.A Paragraph 2.02.A shall be deleted in its entirety and insert the following in its place:

- A. The Engineer will furnish to Contractor up to two (2) sets of the Contract Documents. Additional sets of the Contract Documents may be obtained from the Engineer at cost specified below:
  - 1. Additional bound copies of the Project Manual and Technical Specifications - \$100.00 per set.
  - 2. Additional drawings - \$5.00 per sheet.
- B. To better facilitate the shop drawings process, copies of the contract drawings will be made available in AutoCAD .dwg electronic format to Contractor subject to the following provisions:
  - 1. The data contained in any and all electronic files is copyright protected and shall be used solely for the facilitation of the shop drawing process on this Project only. Any other use that is not consistent with this intended use is strictly prohibited. Any misuse will be punishable to the fullest extent of the law.
  - 2. Electronic media will only be made available to Contractor. Direct requests from Subcontractors will not be honored. Contractor shall bear the responsibility of distribution to their Subcontractors, if desired. Requests shall be made in writing directly to the Engineer and shall indicate the list of drawings requested (indicate by drawing number). Engineer will then calculate the cost of compiling the request and issue a total price to Contractor. Payment, by Contractor, must be received in full prior to the Engineer preparing and releasing any electronic files. Checks shall be made payable to D'Huy Engineering, Inc.
  - 3. The cost of electronic files is hereby established as the following:

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- a. One hundred fifty dollars (\$150) for the first contract drawing requested and five dollars (\$5) for each additional contract drawing.
4. Contractor shall thoroughly check all information and details of the drawings and be satisfied that all information and details are correct. Information concerning existing conditions, if applicable, shall be thoroughly field checked and verified. Incorrect information and details shall immediately be called to the attention of Engineer. Please note that Addenda Information will not be included on the electronic files. Contractor shall be responsible for incorporating all pertinent Addenda information.
5. Owner, Engineer, and Engineer's Consultants shall not be held responsible for any costs or other liabilities resulting from the use of electronic files or the failure of Contractor to detect errors and omissions concerning matters within his contractual responsibility through the use of said electronic files. Contractor shall indemnify and hold harmless, to the fullest extent permitted by law, Owner, Engineer, and Engineer's Consultants, their directors, officers, agents, and employees from and against any and all claims, damages, losses and expenses, including attorney's fees arising out of the modification, misinterpretation, misuse of the electronic files, and for any and all errors or omissions alleged to have arisen out of the use of any electronic files.
6. Nothing herein contained shall be construed as constituting a guarantee, warranty or assurance, either expressed or implied, by any party, that the electronic files will yield or accomplish Contractor's desired outcome.

**SC-2.03 Commencement of Contract Times: Notice to Proceed**

SC-2.03 Paragraph 2.03.A shall be deleted in its entirety and insert the following in its place:

- A. The Contract Time shall commence on the date stated in the Notice to Proceed.

**SC-2.05 Before Starting Construction**

SC-2.05.A.2 Paragraph 2.05.A.2 shall be deleted in its entirety and insert the following in its place:

2. A list of all products proposed for installation, including the name of the manufacturer, fabricator, or supplier of each for approval by Owner and Engineer. The list shall be tabulated by, and be complete for, each Specification Section. Where applicable, subcontractor's names shall be included in such list. Only those materials specified or approved by Addendum may be used in construction. Engineer and Owner reserve the right to deduct \$600.00 from the Contract Price for each additional day that all information is not furnished.

SC-2.05.A.3 Paragraph 2.05.A.3 shall be deleted in its entirety and insert the following in its place:

3. A preliminary Schedule of Values for all of the Work which includes quantities and prices of items, which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. The preliminary Schedule of Values shall be transmitted to the Engineer in .xlsx (Excel) or similar format.

The following paragraphs shall be added immediately after Paragraph 2.05.A.3:

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- B. Such Preliminary Schedules shall be submitted by each Multiple Prime Contractor to the Engineer through the Project Coordinator and (a) shall not exceed the time limits set forth in the Contract Documents, (b) shall be revised at appropriate intervals as required by the conditions of the Work and Project, or as requested by Engineer, (c) shall be related to the entire Project schedule and (d) shall provide for the expeditious and practical execution of the Work. Each Contractor shall be aware that schedule adjustments will be required to coordinate with the Work of their Contract with the Work of other Multiple Prime Contractors.
- C. Not later than 30 days after the date of the Notice to Proceed, Contractor shall furnish proof in writing (if requested) that all subcontracts and purchase orders for all work in the project specifications have been executed. Engineer and Owner reserve the right to deduct \$600.00 from Contract Price for each day that any portion of work has not been contracted.

**SC.2.08 *Project Schedule***

SC.2.08 Add the following new paragraphs immediately after Paragraph 2.07.A.3:

2.08 Project Schedule

- A. The Project Schedule is to be used by all Contractors as a guide and all Contractors shall be responsible to perform work to ensure that the Project is completed by the Project Contract completion date and all milestone dates established in the Project Manual are met. Any claims for additional costs associated with completion of the Work within the required Contract time frames will not be considered. Contractors, who feel extra time, in any form such as shift work, overtime, and premium time, is necessary to meet Contract requirements regardless of trade, should include these costs in their proposal costs. Contractors must recognize that although their work might not require shift, overtime, or premium time work for completion within the stipulated time frame, it may be required in order to allow other Contractors to complete within the time frame. Contractors must allow for these overtime requirements and include the costs necessary to allow the other Contractors to complete within the specified time. Failure to recognize the extra costs in its proposal shall not relieve Contractor from utilizing shift, overtime, or premium time work in performance of his Contract, all costs associated with meeting the time frames indicated in the construction schedules shall be included in the Contract Price.
- B. At a minimum of every month or as requested by Owner or in accordance with the dates specified in the Contract Documents, Contractor shall update the construction schedule. Said report shall set forth up-to-date and accurate progress data, shall be based upon Contractor's best judgment and shall be prepared by Contractor in consultation with all Subcontractors.
- C. The review by Owner or Engineer of the Construction Schedule or any other schedule or plan of construction of Contractor, does not constitute an agreement of any start or finish date in the schedule or specific durations or sequences for activities of Contractor; further, nothing herein shall be construed as modifying or changing, or excusing the performance of Contractor of required portions of the Work by the Completion Dates as set forth in the Contract Documents. The Completion and Milestone Dates set forth in the Contract Documents represent only the major items of Work and may include interface dates with the construction activities of others. Completion and Milestone Dates are Contract requirements and are of the essence to the Contract Documents and to the coordination of

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the Work by Contractor. Completion and Milestone Dates represent the latest allowable completion time for those portions of the Work to which each Completion and Milestone Date relates. The Completion and Milestone Dates are not intended to be a complete listing of all Work under the Contract Documents or of all interfaces with work performed by others. Contractor shall determine the time requirements for all such interfaces and shall be responsible for planning, scheduling and coordinating the Work in order to complete in accordance with those requirements.

- E. Omissions and errors in the approved or accepted Construction Schedule, or any revisions or updates shall not excuse performance which is not in compliance with the Contract Documents. Review by Contractor does not make Owner or Engineer liable to Contractor for time or cost overruns flowing from such omissions or errors.

***SC-3.03 Reporting and Resolving Discrepancies***

SC-3.03.A.1 Paragraph 3.03.A.1 shall be deleted in its entirety and insert the following in its place:

1. Contractor's Review of Contract Documents Before Starting Work.
  - a. Contractor shall carefully examine the civil, architectural, plumbing, electrical, fire protection drawings and other Contract Drawings and Specifications. If any conflicts, inconsistencies, or discrepancies occur between and/or within the Drawings and Specifications, Contractor shall promptly report such a conflict, inconsistency, or discrepancy to Engineer in writing and obtain written instructions as to the manner in which to proceed. No departures from the Contract Documents shall be made without the prior written approval of Engineer and written notice to Owner.
  - b. Any conflict, inconsistency, or discrepancy shall be reported at least seven (7) days prior to submission of the Proposal. In the event that such conflicts, inconsistencies or discrepancies are not reported and a difference in quantity or quality is concerned, then, Engineer will make a selection, based on its sole judgment, and no additional compensation or extension of time will be allowed for Contractor.

SC-3.03.A.3 Paragraph 3.03.A.3 shall be deleted in its entirety and insert the following in its place:

3. Contractor shall be liable to Owner for damages resulting from errors, inconsistencies or omissions in the Contract Documents or from differences between field measurements or conditions and the Contract Documents, if Contractor knowingly fails to report such error, inconsistency, omission or difference to Engineer, or where Contractor fails to carefully study and compare the Contract Documents relative to the portion of the Work for which Contractor is responsible, such that, had Contractor done so, Contractor would have discovered such error, inconsistency or omission and reported same to Engineer. In case of such errors or omissions, Contractor shall not proceed with the Work in uncertainty, but shall consult with Engineer regarding proper intent, and revision if it were necessary.

SC-3.03.B Paragraph 3.03.B.1 and all of its subparagraphs shall be deleted in their entirety and insert the following in their place:

1. In the event of conflicts, inconsistencies or discrepancies between and/or within the Contract Documents and/or with applicable standards or Laws and Regulations,

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Contractor shall: (1) provide the better quality or greater quantity of Work or (2) comply with the more stringent requirement or (3) both, in accordance with Engineer's interpretation.

2. Except as provided in Paragraph 3.03.B.1, the following order of precedence shall be followed. In the event of conflicts, inconsistencies, or discrepancies between and/or within the Contract Documents, interpretations will be based on the following order of priorities:
  - a. The Agreement.
  - b. These Supplementary Conditions.
  - c. The General Conditions, as revised by Owner.
  - d. The Performance bond.
  - e. The Payment bond.
3. In case of conflicts, inconsistencies, or discrepancies either in dimensions in the Drawings or in the Specifications, the latter shall be submitted to Engineer who will promptly make a determination in writing.
4. In the case of a conflict, inconsistency, or discrepancy between and/or within the Drawings and Specifications not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with Engineer's interpretation.

**SC-4.01 *Availability of Lands***

SC-4.01 Paragraph 4.01.A shall be deleted in its entirety and insert the following in its place:

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site and Contractor shall comply with the same in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities, if necessary to complete the Project.

**SC-4.02 *Subsurface and Physical Conditions***

SC-4.02 Paragraphs 4.02.A and 4.02.B shall be deleted in their entirety and insert the following in their place:

- A. Owner shall not be responsible for furnishing surveys or other information as to the physical characteristics of, legal limitations of or utility locations for the Site. Contractor shall confirm the location of each utility as required to perform the Work and as may be included in the Specifications. To the extent required for the execution of the Work, Owner shall only provide to Contractor such test borings and information that it has as to subsurface conditions and site geology. This data shall not constitute one of the Contract Documents. Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of any geotechnical report(s), borings made, or of the logs of test borings, or of other investigations, or of the interpretations or recommendations made thereof, and there is no warranty or guaranty, express or implied, that the conditions indicated by such geotechnical report(s), investigations, borings, logs or information are representative of those existing throughout the Site, or any part thereof, or that unforeseen developments may not occur. Contractor represents that it is familiar with the Site and has received all information it needs concerning the condition of the Site. Contractor represents that it has inspected the location of the Work and has satisfied itself as to the condition thereof, including, without limitation, all structural, surface and reasonably ascertainable subsurface conditions. Based upon the foregoing inspections, understandings, agreements and acknowledgments, Contractor agrees and acknowledges: (1) that the Contract Price is just and reasonable compensation for all Work, including, without limitation, foreseen and foreseeable risks, hazards and difficulties in connection therewith, and (2) that the Contract Time is adequate for the performance of the Work. Contractor shall have no claims for surface or reasonably ascertainable subsurface conditions encountered. Contractor shall exercise special care in executing subsurface Work in proximity of known subsurface utilities, improvements, and easements.
- B. Except as to any reported error, inconsistencies or omissions, and to concealed or unknown conditions, by executing the Agreement, Contractor represents the following:
  - 1. The Contract Documents are sufficiently complete and detailed for Contractor to: (1) perform the Work required and to produce the results intended by the Contract Documents; and (2) comply with all requirements of the Contract Documents.
  - 2. The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures, and techniques necessary to perform the Work, use of materials, selection of equipment, and requirements of product manufacturers are consistent with: (1) good and sound

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practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to Work; (3) requirements of any warranties applicable to the Work; and (4) all applicable Laws and Regulations which bear upon the performance of the Work.

- C. Contractor shall, therefore, satisfy itself as to the accuracy of all dimensions and locations. In all cases of interconnection of its Work with existing or other Work, Contractor shall verify at the Site, all dimensions relating to such existing or other Work. Any errors due to Contractor's failure to verify all such locations or dimensions shall be promptly rectified by Contractor without any additional cost to Owner.
- D. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to Engineer at once.
- E. Before ordering any materials or doing any Work, Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge by Contractor or compensation to Contractor will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference which may be found shall be submitted by Contractor to Engineer in writing for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, Contractor shall submit detailed drawings of such departure for the approval by Engineer before making the change.
- F. Prior to proceeding with any Work, and in sufficient time as not to delay the Work, Contractor shall:
  - 1. Review, compare and analyze the Contract Documents and any information or surveys provided by Owner; and
  - 2. Inspect and check such portion of the Work for proper fit and matching with continuous Work and for proper coordination with other Work and the Work of Owner or of separate contractors; and
  - 3. Verify all dimensions and measurements with actual field conditions at the Project.
- G. Contractor shall immediately notify Owner and Engineer of any errors, omissions or inconsistencies noted as the result of Contractor's activities under Paragraph 4.02. If Contractor knows or reasonably should know of any such error, omission or inconsistency and proceeds with the construction in question without first giving such notice, any claim for an adjustment to the Contract Price or the Contract Time shall be deemed waived and released and Contractor and its Surety shall assume all responsibility and liability on a joint and several basis for such performance and shall indemnify Owner for all costs, expenses, losses and damages incurred by Owner, including, but not limited to, legal fees, costs, and expenses, incurred by Owner as the result thereof, including any cost to repair, correct or rework the construction in question.

**SC-4.03 *Differing Subsurface or Physical Conditions***

SC-4.03 Paragraph 4.03.A.1 shall be deleted in its entirety.

**SC-4.05 *Reference Points***

SC-4.05 The two sentences of Paragraph 4.05.A shall be deleted.

**SC-4.06 *Hazardous Environmental Conditions at Site***

SC-4.06.A Add the following subparagraph 4.06.A.1:

1. No reports or drawings related to Hazardous Environmental Conditions are made a part of the Supplementary Conditions.

SC-4.06.G Paragraph 4.06.G shall be deleted in its entirety and insert the following in its place:

- G. Owner shall indemnify and hold harmless Contractor and its Subcontractors and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition was specifically caused by Owner. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

**SC-5.01 *Performance, Payment, and Other Bonds***

SC-5.01 The first sentence of Paragraph 5.01 shall be deleted in its entirety and insert the following in its place:

- A. Contractor shall furnish a performance bond and payment bond, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents.

Add the following paragraph immediately after Paragraph 5.01.C:

- D. Any person, co-partnership, association, or corporation furnishing labor, material, equipment or renting equipment, or rendering public utility services in connection with the performance of this GESA Contract, has a right of action to recover the cost from the Contractor and the Surety on the Bond given to secure the payment of such labor, material, equipment, or equipment rental and services rendered by public utility as though such person or corporation had been named as Obligee in the Bond. For those who do not have a Contract directly with the Contractor, this right of action may not be exercised unless the Contractor is notified of the claim within ninety (90) days from the last performance of labor or provision of materials. The Contractor shall include in all of its Subcontracts or supply Contracts a provision requiring that its Subcontractors and Suppliers notify, in writing, their Subcontractors and Suppliers of this requirement. It is agreed that no third-party rights arise against the Funding Agency for any reason under this Article, and the Contractor agrees to inform all Subcontractors and Suppliers in writing.

**SC-5.02 *Licensed Sureties and Insurers***

SC-5.02 Add the following paragraph immediately after Paragraph 5.02.A:

- B. Surety Companies shall have an A.M. Best rating of 'A-' or better and a financial rating of Class X or higher.

**SC-5.04 *Contractor's Insurance***

SC-5.04 Paragraph 5.04.B. shall be deleted in its entirety and insert the following in its place:

- B. Contractor and each of its Subcontractors shall procure such insurance coverages from companies properly authorized to do business in the Commonwealth of Pennsylvania and have an 'A-' or better, or financial rating of Class X or better with the A.M. Best's Company Key Rating, Guide Latest Edition and being satisfactory to Owner and Engineer and which are authorized to practice business in the Commonwealth of Pennsylvania. Contractor shall obtain and shall require its Subcontractor's to obtain insurance for protection from claims under workers' compensation acts and other employee benefits acts which are applicable, claims for damages because of bodily injury, including, without limitation, death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the operations under the Contract, whether such operations be by Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them.

- C. Contractor shall maintain and require Subcontractors to maintain the insurance products and coverage for not less than the following amounts (or greater where required by Laws and Regulations) as set forth below during until thirty (30) days after Final Payment unless a longer period is specified herein:

- 1. Workmen's Compensation in the amounts and coverage as required by Commonwealth of Pennsylvania Workmen's Compensation laws and Employer's Liability with the following minimum limits:

- a. Per Accident \$1,000,000
- b. Disease policy limit \$1,000,000
- c. Disease each employee. \$1,000,000

- 2. Commercial general liability including, without limitation, coverage for direct operations, sublet work, personal and advertising injury, bodily injury, property damage with explosion, collapse, and underground hazard coverage (X, C, U) contractual liability, products and completed operations with limits not less than those stated below.

- a. General Aggregate \$2,000,000.00
- b. Products - Completed Operations Aggregate \$1,000,000.00

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- c. Personal and Advertising Injury \$1,000,000.00
  - d. Each Occurrence \$1,000,000.00
  - e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
  - f. Such Public Liability (commercial general liability) policy shall include a per project aggregate limit endorsement. The Products and Completed Operations Insurance shall be maintained for a minimum period of two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis from the date of this Agreement and until the completion of the aforesaid period.
3. Comprehensive Automobile Liability Insurance including, without limitation, coverage for owned, nonowned, and hired vehicles with limits not less than those stated below:
- a. Bodily Injury and Property Damage Combined Each Occurrence \$1,000,000.00
4. Umbrella Excess Liability Policies written on an excess basis with minimum coverage limits not less than \$5,000,000 for each occurrence and \$5,000,000 in the aggregate which provides excess coverage over all underlying insurance policies. The Umbrella Excess Liability Policies shall include, without limitation, a follow form aggregate provision.
5. The GESA Contractor shall provide Professional Liability Insurance (Errors and Omissions) in the amount of \$2,000,000 per claim. A firm that provides Design Work must maintain Professional Liability Insurance (Error & Omissions), with coverage retroactive to the earlier of the date of the Energy Audit Agreement (Exhibit D of the Owner and Contractor Agreement as amended) or the date of a Notice-to Proceed for the Design Phase. Such coverage must be maintained for a period of three (3) years after the date of final payment by the Owner, or if said coverage is not commercially available for such term, then for such term as it is commercially available.
- D. The insurance required in Paragraph 5.04 of the General and Supplementary Conditions shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to Contractor's completed operations coverage, shall be maintained after final payment.
- E. Owner and Contractor intend that policies provided in response to these provisions shall protect all of the parties insured and provide primary and non-contributory coverage for losses and damages caused by the perils covered thereby. Accordingly, such policies shall state that in the event of payment of loss or damage, the insurer shall have no right of recovery against the parties named as insureds or additional insureds. In addition, all of

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Contractor's and its Subcontractor's insurance policies and the Certificates of Insurance shall state that such insurance is primary and non-contributory with respect to any other valid and collectible insurance policies.

- F. Contractor shall submit to Owner, through the Engineer, within ten (10) days of the Award of the Contract, Certificates of insurance acceptable to Owner shall be submitted to the Construction Manager for transmittal to Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance, Certificates of Insurance, for itself and its Subcontractors which certify that Contractor and its Subcontractors are covered by the insurance requirements herein. Neither Contractor nor any Subcontractors shall perform any Work until such Certificates of Insurance have been submitted to and approved by Owner. These certificates and the insurance policies required by this Paragraph 5.04 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required herein. Information concerning reduction of coverage shall be furnished by Contractor with reasonable promptness. If the insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. All insurance certificates required to be submitted to Owner shall be issued to the Owner. If the insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD Form 25 will be acceptable.
- G. Contractor shall cause the commercial general liability coverage required by the Contract Documents to include (1) the Engineer (D'Huy Engineering, Inc.), the Engineer's consultants, The Architect (Godshall Kane O'Rourke Architects and the Architect's consultants as additional insureds for claims caused in whole or in part by Contractor's negligent acts or omissions during Contractor's operations; and (2) the Owner, its elected officials, agents, and employees as Additional Insured for "ongoing operations" and "products and completed operations" under the commercial general liability coverage. Coverage shall be provided by ISO Endorsements CG20 10 07 04 and CG2037 07 04 or their equivalent. Contractor's commercial general liability insurance and umbrella/excess policy shall be Primary to and will not require contribution from any other insurance under which an additional insured is a named insured. To the fullest extent permitted by applicable laws, all of Contractor's insurance policies shall contain a Waiver of Subrogation Clause.

***SC-5.06 Property Insurance***

SC-5.06 Paragraph 5.06 shall be deleted in its entirety and insert the following in its place

- A. Unless otherwise provided, Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Price, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall

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be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Payment has been made or until no person or entity other than Owner has an insurable interest in the property required by this Paragraph 5.06.A to be covered, whichever is later. This insurance shall include interests of Owner, Contractor, Subcontractors and Sub-subcontractors in the Project. Owner shall purchase builder's risk insurance for the Project, which insurance will provide coverage for Contractor's interest in its portion of the Work completed as well as any material of Contractor physically located on the Project site which will become a permanent part of the building. Furthermore, each Contractor shall be solely liable for paying the deductible on Owner's builder's risk insurance for the Project for any claims relating to such Contractor's Work. Owner's builder's risk insurance deductible will be \$25,000.

- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.
- C. If Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, Owner shall so inform Contractor in writing prior to commencement of the Work. Contractor may then effect insurance that will protect the interests of Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to Owner. If Contractor is damaged by the failure or neglect of Owner to purchase or maintain insurance as described above, without so notifying Contractor in writing, then Owner shall bear all reasonable costs properly attributable thereto.
- D. If Contractor stores work offsite, Contractor shall provide insurance coverage for portions of the Work over and above the \$100,000 coverage that will be provided as part of the Builder's Risk Policy purchased by the Owner. The Builder's Risk Policy will also provide coverage up to \$100,000 for materials in transit. Contractor must obtain written approval of Owner for any materials stored offsite
- E. Owner and Contractor intend that policies provided in response to these provisions shall protect all of the parties insured and provide primary and non-contributory coverage for losses and damages caused by the perils covered thereby. Accordingly, such policies shall state that in the event of payment of loss or damage, the insurer shall have no right of recovery against the parties named as insureds or additional insureds. In addition, all of Contractor's insurance policies and the Certificates of Insurance shall state that such insurance is primary and non-contributory with respect to any other valid and collectible insurance policies.
- F. If Contractor requests in writing that insurance for risks other than those described in this Paragraph 5.06 or other special causes of loss be included in the property insurance policy, Owner will, if possible, include such insurance, and the cost thereof shall be charged to Contractor by appropriate Change Order.

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- G. If during the Project construction period Owner insures properties, real or personal or both, at or adjacent to the Site by property insurance under policies separate from those insuring the Project, or if after Final Payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, Owner shall waive all rights in accordance with the terms of Paragraph 5.04.I for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.
- H. Before an exposure to loss may occur, Owner shall file with Contractor a copy of each policy that includes insurance coverages required by this Paragraph 5.04. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to Contractor.
- I. Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Engineer, Engineer's consultants, Multiple Prime Contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Paragraph 5.04 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. Owner or Contractor, as appropriate, shall require of the Multiple Prime Contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- J. A loss insured under Owner's property insurance shall be adjusted by Owner as fiduciary and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Paragraph 5.04.L. Contractor shall pay Subcontractors their just shares of insurance proceeds received by Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.
- K. If required in writing by a party in interest, Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. Owner shall deposit in a separate account proceeds so received, which Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between Owner and Contractor. If after such loss no other special agreement is made and unless Owner terminates the Contract for convenience, replacement of damaged property shall be performed by Contractor after notification of a Change in the Work.

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- L. Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by Owner and Contractor as the method of binding dispute resolution in the Agreement.

**SC-5.07 *Waiver of Rights***

SC-5.07 Paragraphs 5.07.B and C shall be deleted in their entirety.

**SC-5.09 *Acceptance of Bonds and Insurance; Option to Replace***

SC-5.09 Paragraph 5.09.A shall be deleted in its entirety and insert the following in its place:

- A. If Contractor has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Owner in accordance with Article 5 on the basis of non-conformance with the Contract Documents, Contractor shall so notify Owner in writing within 10 days after receipt of the certificates (or other evidence requested).
- B. Contractor shall provide to Owner such additional information with respect to bonds and insurance provided as may reasonably be requested. Failure by Contractor to give a notice of objection within the time provided above shall constitute acceptance of such insurance purchased by Owner as complying with the Contract Documents.

**SC-6.01 *Supervision and Superintendence***

SC-6.01 Paragraph 6.01.B shall be deleted in its entirety and insert the following in its place:

- B. Contractor's superintendent shall be on site at all times when the Contractor's work is being performed until substantial completion of the Contractor's work and shall not be changed except with the consent of Owner, unless the superintendent ceases to be in Contractor's employ. If Contractor should at any time fail to provide adequate supervision and superintendence, as may be evidenced by incomplete, delayed or non-conforming Work, Owner may provide supervision and superintendence and the cost thereof, including, but not limited to, compensation for additional professional services, legal fees, or other costs or expenses incurred, shall be charged to Contractor in the form of a Change Order incorporating an appropriate reduction in the Contract Price. If the payments due to Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner. Owner Engineer shall have the right to dismiss from the Project any superintendent whose performance is not satisfactory in the sole discretion of Owner. If during the course of the Project it is evident that the superintendent is not competent or is not managing the progress of the Project or is not coordinating the various trades, entities, and/or persons under his supervision, then Engineer will document such findings to Contractor. If within ten (10) days of receiving such notice, no substantial effort or correction of the finding is made known to Engineer, then Engineer, as requested by Owner, may require the immediate replacement of the superintendent with an acceptable one at no additional cost to Owner.
- C. Contractor shall remove from the Project such employees of Contractor or of any Subcontractor as Owner requests be removed, with or without a reason. Contractor shall require Contractor's employees, Subcontractors and their agents and employees, and other

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persons performing portions of the Work under a contract with Contractor to comply with the following requirements:

1. Smoking and other use of tobacco is prohibited in buildings owned by or under the control of Owner.
  2. Using the building facilities, e.g., lunchroom, toilets, etc. is prohibited.
  3. Making any remarks to passing individuals that violate decency or cause embarrassment to that individual or Owner is prohibited.
- D. The superintendent shall be on site full time and shall not be changed except with the consent of Owner and Engineer, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in Contractor's employ. If Contractor should at any time fail to provide adequate supervision and superintendence, as may be evidenced by incomplete, delayed or non-conforming work, Owner reserves the right to enforce the requirements of the Contract for Contract Supervision.
- E. At any time during the performance of the Work, Owner and Engineer shall have the right and authority but not the duty, to require replacement of any of Contractor's supervisory personnel, including but not limited to, the Project Manager, Superintendent or Foreman.
- F. Owner or Engineer shall have the right and authority but not the duty, to direct Contractor to assign additional supervisory personnel to insure compliance with the construction schedule and quality requirements of the Contract at no additional cost to Owner. Contractor shall not change or replace the assigned Project Manager or Superintendent without prior written consent of Owner so long as they remain in Contractor's employ.
- G. When more than one major phase is being constructed at different locations on the project site, Contractor shall provide supervision for each phase as it is being performed. When performing construction activities to maintain progress of the Work requires extended hours, multiple shifts and/or additional work days, adequate supervision shall be provided by each Multiple Prime Contractor during these times. The competence level and ability of supervisory personnel shall be adequate to perform required construction activities.

**SC-6.02 *Labor; Working Hours***

SC-6.02 Add the following new paragraph immediately after Paragraph 6.02.B:

- C. Overtime - Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed with no additional expense to Owner.
- D. Contractor, its employees or Subcontractors shall not install any product or equipment in a manner that is in direct conflict with the manufacturer's recommended requirements. If the manufacturer of the product or equipment has requirements that cannot be met by the specific application indicated, Contractor shall bring this information promptly to the attention of Engineer. Products or equipment that are installed contrary to their manufacturer's requirements shall be replaced at no additional cost to Owner.

**SC-6.04 *Progress Schedule***

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SC-6.04 Add the following new paragraph immediately after Paragraph 6.04.A.2:

- B. Contractor has reviewed the completion dates and project milestone dates set forth in the Contract Documents and agrees that such dates and times are reasonable and commits to achieve them. The Contract Price includes costs associated with completion by those dates and times, including, but not limited to, costs associated with out-of-sequence work, come-back work, stand-by work, stacking of trades, coordination with the schedules and work of separate contractors, allowing sufficient time, work and storage areas, and site access for separate contractors to timely progress and complete their work, overtime, expediting and acceleration that may be required to complete the Work by those dates and times. After award of contract, no claims will be considered for any costs related to meeting the project schedule.

**SC-6.05 *Substitutes and “Or-Equals”***

SC-6.05.A Paragraph 6.05.A and its subparagraphs shall be deleted in their entirety and insert the following in their place:

- A. Proposers are obligated to submit a proposal and accept Award of the Contract based on the use of the specified equipment, products and materials listed as the Contract Documents, and as listed on the list of equipment and materials contained in the appendices to the Proposal Form submitted by Contractor.
1. When two (2) or more products are identified as Optional Manufacturer(s), the Proposer has the option of which to use, provided the following criteria is met:
    - a. The product meets or exceeds the design and performance criteria of the product listed as the basis of design.
    - b. The product includes all features and options of the product listed as the basis of design.
    - c. The Proposer has investigated features of the proposed optional product and has included, in the Proposal Price, costs for its proper fitting and installation.
    - d. The Proposer has included in the Proposal Price any additional costs of other trades to accommodate the installation of the optional products.
  2. If the Proposer wishes to substitute equipment, products or materials, other than those listed in the Specifications, the Proposer must make a request in writing. Such request for substitutions shall include the following items:
    - a. Manufacturer’s literature
    - b. Specifications
    - c. Certified Performance Data
    - d. Deviations from the specified item, identified and marked in red

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- e. The amount of the cost difference between the item specified and the proposed substitution.
  - f. A detailed breakdown of items and costs added to and deleted from other contracts as a result of your proposed substitution
3. When providing a substitution, the Proposer agrees to accept responsibility for the following:
- a. Additional costs to accommodate the installation of the proposed substitution
  - b. Performance of the proposed substitution
  - c. The proper fitting and installation of the proposed substitution
  - d. The effects on the structure and systems resulting from the installation of the proposed substitution

**SC-6.08 *Permits***

SC-6.08 The first sentence of paragraph 6.08.A shall be deleted in its entirety and the following inserted in its place:

“Owner shall pay for building permits required for the project as precedent to construction. The Contractor shall submit, with no markup, the cost of any permits or municipal inspection fees required for the Project. The Owner will reimburse the Contractor, by Change Order with no markup, for fees paid to the municipal authorities having jurisdiction. The Contractor shall secure and arrange for all necessary utility connections and municipal or agency approvals or permits required for the Project.”

**SC-6.09 *Laws and Regulations***

SC-6.09 The last sentence in Paragraph 6.09.B shall be deleted. Paragraph 6.09.C shall be deleted in its entirety and replaced with the following:

- C. The Work shall, at all times, be performed in strict accordance with and subject to the requirements set forth in any regulatory or governmental permits or approvals applicable to the Project (collectively, “Permits”). Contractor shall coordinate Work with the Engineer such that all notices and conditions set forth in all Permits can be reasonably provided or performed by Owner or Owner’s representative. Any delays or costs incurred by Contractor for compliance with the Permit requirements shall not entitle Contractor to an increase to the Contract Price or Contract Time.

**SC-6.10 *Taxes***

SC-6.10 Paragraph 6.10.A shall be deleted in its entirety and the following inserted in its place:

- A. Contractor hereby accepts and assumes full and exclusively liability for and shall pay all applicable sales, use, excise or other taxes required by law (collectively, the “Taxes”) on all materials, tools, apparatus, equipment, fixtures, services, incidentals or otherwise which may be purchased or used in connection with the work under the Contract or portions thereof,

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including, without limitation, all sales taxes, state and municipal taxes, business privilege taxes, use taxes and all contributions and payroll taxes under the provisions of federal law or the laws of the Commonwealth of Pennsylvania. Proposals shall be made in accordance with such laws and shall include Taxes in the Proposal amount. Notwithstanding the foregoing, however, certain items acquired as part of the Work may be exempt from the Taxes, and no charges shall be allowed for such exempt items. It shall be Contractor's responsibility to determine those items for which an exemption will apply, and Contractor shall obtain legal or other tax advice to determine how and to what extent an exemption from Taxes applies. In order to facilitate purchases free of sales and/or use tax in the Commonwealth of Pennsylvania, and upon certification by Contractor that an item is, in fact, tax exempt, Owner agrees to execute a tax exemption certificate prepared by Contractor or a subcontractor as may be required by the regulations of the Pennsylvania Department of Revenue. In the event that Contractor pays Taxes not properly due, Owner shall be entitled to any refund relating thereto and Contractor agrees to assign any and all rights to said refund to Owner. It is further agreed that Owner shall have the right to deduct the amount of any and all such Taxes from the compensation owed to Contractor under the terms of the Contract at any time, in Owner's sole discretion, as Owner deems advisable, it being agreed that Owner shall have the right to deduct any and all such Taxes from the next payments due under the Contract and from the retained percentages. Owner or its representatives shall be afforded access to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, certifications, and similar data relating to the Contract, and Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after final payment. Further, Owner or its representative shall have the authority, but not the obligation, to require Contractor to provide Owner with certified payroll records for the labor furnished by Contractor in connection with the Work.

**SC-6.11 *Use of Site and Other Areas***

SC-6.11 Add the following new paragraphs immediately after Paragraph 6.11.D:

- E. Contractor shall keep the premises clean at all times of dirt, rubbish and debris resulting from the work and shall remove all rubbish and debris in metal containers at the end of each working day. Contractor shall remove all rubbish cartons resulting from the installation of fixtures and equipment. If the premises are not kept clean at all times and if within 24 hours after verbal notice from Owner the dirt, rubbish, and debris is not cleaned up by Contractor then Owner will arrange for such cleanup at Contractor's expense. Prior to substantial completion of the Work, Contractor shall do the cleaning of the surfaces of all his installations as may be required by the various Specifications to the satisfaction of the Engineer.
- F. Contractor shall make provisions for and be personally responsible for removing all mud and debris from all vehicles and equipment leaving the construction site onto municipal streets adjoining the project site and shall remove any mud, debris and litter which may fall upon municipal streets or adjacent properties. If the same is not removed and properly washed down within 24 hours after verbal notice from the municipality or Owner then in that event, said mud, debris and litter shall be removed from the street by Owner at Contractor's expense.
- G. It is the responsibility of Contractor and all Subcontractors or sub-subcontractors to maintain total control of safety to ensure that employees and the general public will be

provided with a hazard free environment during Work. Owner and the Engineer shall not be responsible for any Safety precautions and programs in connection with the work.

- H. Contractor, Subcontractors of all tiers and all workmen are solely responsible for safety on the job site and with respect to the work and indemnify, hold harmless and waive all claims against Owner and the Engineer based on, arising out of or in any way involving any actual or alleged non-compliance with Safety and work activities on site.

**SC-6.13 *Safety and Protection***

SC-6.13 The following paragraphs shall be added immediately following Paragraph 6.13.F:

- G. Prior to performing any Work at the Site, Contractor shall submit to Engineer Contractor's Project Safety and Health Program fully describing Contractor's commitments for meeting its obligations to provide safe and healthy working conditions for its employees, and generally contribute and enhance safety at the Site. Contractor's program shall reference federal and state OSHA standards and other rules and regulations applicable to construction activities on the Project. Contractor's Project Safety and Health Program shall include, without limitation, as a minimum, the following:

1. New Hire Safety and Orientation Program: Each new or reassigned employee of Contractor shall receive a thorough safety orientation including, without limitation, employer/employee responsibilities under federal/state OSHA regulations, ear protection in high noise level areas, respiratory protection, Material Safety Data Sheets (MSDS), fire protection, first aid facilities, and lock out procedures on electrical equipment. Attendance at the New Hire Safety and Orientation Program meeting is required and records must be kept on file in Contractor's office for review.
2. Weekly Tool Box Safety Meetings: Contractor shall conduct Weekly Tool Box Safety Meetings to provide employees with current safety information. Attendance is required and records must be kept on file in Contractor's office for review.

**SC-6.17 *Shop Drawings and Samples***

SC-6.17 The words "and approval" shall be deleted from Paragraphs 6.17.A.; 6.17.B; 6.17.D.1; 6.17.D.2; and 6.17.D.3.

**SC-6.19 *Contractor's General Warranty and Guarantee***

SC-6.19 The words "and approved" shall be deleted from Paragraph 6.19.C.5.

SC-6.19 The following shall be added to paragraph 6.19.C

8. Failure to identify any latent defects in labor, materials, or workmanship.

**SC-6.20 *Indemnification***

SC-6.20 Paragraph 6.20.A shall be deleted in its entirety and insert the following in its place:

- A. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Owner and Engineer and their consultants, agents, employees, officers, elected officials, affiliates and attorneys (collectively, the “Indemnified Parties”) from and against claims, damages, losses and expenses, including, but not limited to, injuries to Contractor’s employees, legal fees and defense costs, penalties, fines or losses arising out of or resulting from performance of the Work, but only to the extent caused, in whole or in part, by the acts or omissions of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 6.20.A. Contractor agrees to and does hereby assume on behalf of Owner and Engineer the defense of any action, at law or in equity, which may be brought against such Indemnified Parties, upon their demand, the amount of any judgment that may be entered against such Indemnified Parties in any such action. In the event that any such claim, loss, cost, expense, liability, damage or injury arises or is made, asserted or threatened against Owner for which Contractor or its insurer does not admit coverage, or if Owner reasonably determines such coverage to be inadequate, Owner shall have the right to withhold from Contractor any payments due or to become due to Contractor in an amount sufficient to protect Owner from such claim, loss, cost, expense, liability, damage or injury, including, but not limited to, legal fees and expenses reasonably necessary for the defense thereof.

**SC-6.22 Contractor’s Representations and Warranties**

SC-6.22 Add the following new subsection immediately after Paragraph 6.21.E:

6.22 Contractor’s Representations and Warranties

- A. Contractor represents and warrants the following to Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to Owner to execute Owner Contractor Agreement, which representations and warranties shall survive the execution and delivery of Owner Contractor Agreement and the Final Completion of the Work:
1. that it is financially solvent, able to pay its debts as they mature and possess sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
  2. that it is able to furnish the personnel, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
  3. that it is authorized to do business in the Commonwealth of Pennsylvania and is properly licensed by all necessary governmental and public and quasi public authorities having jurisdiction over it and over the Work and the site of the Project;
  4. that its execution of the Agreement and its performance thereof is within its duly authorized powers;

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5. that it is familiar with all Federal, State and Municipal Laws and Regulations, which may in any way affect the Work of those employed herein, including, but not limited to, any special acts relating to the Work or to the Project of which it is a part;
6. that such temporary and permanent Work required by the Contract Documents as is to be done by it, can be satisfactorily constructed and used for the purposes for which it is intended, and that such construction will not injure any person or damage any property;
7. that it is familiar with local trade jurisdictional practices at the site of the Project;
8. that it has carefully examined the Plans, the Specifications and the Site of the Work, and that, from its own investigation, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, and the general local conditions, and all other materials which may in any way affect the Work or its performance;
9. that it has determined what local ordinances, if any, will affect its Work. Any costs of compliance with local controls is included in the prices proposal, even though documents of such local controlling agencies are not listed herein;
10. that in addition to any other guarantees or warranties, the Contractor covenants and agrees after acceptance of the Work performed under this Contract, to remedy without cost to the Owner, any such defect in the Work, provided said defects in the reasonable judgement of the Owner, or its successors having jurisdiction over the premises, are caused by defective or inferior materials, equipment, or workmanship. If the corrective Work is not completed within thirty (30) days after the notification by the Owner to the Contractor, the Owner may complete the Work and submit those costs to the Surety Company of the Contractor for reimbursement; and
11. the Contractor is required to guarantee energy and cost savings stipulated in this Contract on an annual basis. The savings must be guaranteed to equal or exceed the Project financing payment, plus the service fees during that year for the Contract duration. No credit for savings above the annual guarantee will be credited toward the performance guarantees for future years of this Contract. The recovery of Contract costs from energy savings over the term of this Contract shall not exceed twenty years (20) years.

**SC-7.02 Coordination**

SC-7.02 Paragraphs 7.02.A and 7.02.B shall be deleted in their entirety and insert the following in their place:

- A. The General Contractor is designated as the Project Coordinator for this Project. The Project Coordinator and the other Prime Contractor(s) are responsible for coordination of all portions of the Work for the expeditious completion of the Project in accordance with the latest approved Project Schedule. The Project Coordinator is responsible for making all coordination decisions not mutually agreed to by affected Prime Contractor(s). Disputes between or among the Project Coordinator and one or more other Prime Contractor(s) and dispute in connection with the construction schedule, the furnishing of additional resources to meet the Project schedule, job coordination and all aspects of the means and method of construction shall be submitted promptly to the Project Coordinator for a final construction decision. The Project Coordinator and the affected Prime Contractor(s) shall in connection with all submissions for final construction decision provide actual written notice contemporaneously to Engineer and Owner. The final construction decision of the Project Coordinator must, at all times, be consistent with the content and intent of the contract documents and the latest accepted schedule. The final construction decision of the Project Coordinator will be observed, accepted and fully followed by all Prime Contractor(s) and their Subcontractors on the Project, subject only to the dispute resolution procedures set forth in Paragraph 7.04 and its subparagraph of the General Condition, as modified by these Supplementary Conditions. The progress of the Work in accordance with the final construction decision of the Project Coordinator shall not be delayed pending any such dispute resolution proceedings.
- B. Contractor shall afford the other Multiple Prime Contractors a reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate its construction and operations with the Multiple Prime Contractors as necessary for the expeditious and efficient completion of the Work and as otherwise required by the Contract Documents. Contractor shall cooperate and consult with other Multiple Prime Contractors during the construction of this Project and shall schedule and execute its Work so as to avoid delay caused by it to other Multiple Prime Contractors on the Project. Each Multiple Prime Contractor shall defend and hold harmless Owner and Engineer from any claims, losses or delays of any kind whatsoever made by Multiple Prime Contractors arising from delays or lack of coordination caused by Contractor.
- C. Any delay attributable to lack of coordination or cooperation by and/or between Contractor and any Multiple Prime Contractor or Subcontractors shall not be a basis for increasing the Contract Price or Contract Time but shall be settled as provided in Paragraph 7.04.
- D. Each Multiple Prime Contractor shall coordinate its Work with the Work of others so that interference between trades does not occur. Each Multiple Prime Contractor shall furnish and install offsets, bends, turns, and the like in connection with its Work to avoid interference with Work of other Multiple Prime Contractors, to conceal Work, where required, and to secure necessary clearances and access for operation and maintenance.

**SC-7.03 *Legal Relationships***

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall promptly remedy damage Contractor, either itself or by its Subcontractor or Sub-Subcontractors or their respective agents, servants, or employees, causes to completed or partially completed construction or to property of Owner or the Multiple Prime Contractors. Contractor agrees to defend, indemnify and hold harmless Owner and Engineer and the consultants, agents and employees of any of them from and against any claims or damages brought by a separate Multiple Prime Contractor arising out of actions or omissions of Contractor, Subcontractors, sub-subcontractors or suppliers in performing its Work under the Contract Documents.

**SC-8.11 *Evidence of Financial Arrangements***

SC-8.11 Paragraph 8.11 shall be deleted in its entirety.

**SC-9.01 *Owner's Representative***

SC-9.01 Add the following new paragraphs immediately after Paragraph 9.01.A:

- B. Duties, responsibilities and limitations of authority of the Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of Owner, Engineer and Contractor. Consent shall not be unreasonably withheld.
- C. The Engineer will provide administration of the Contract as described in the Contract Documents and will be Owner's representatives during construction until the date the Engineer issues the final Certificate for Payment. The Engineer will have authority to act on behalf of Owner only to the extent provided in the Contract Documents.
- D. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, Owner and Contractor shall endeavor to communicate with each other through the Engineer. Communications by and with Subcontractors and material suppliers shall be through Contractor. Communications by and with other Multiple Prime Contractors shall be through the Engineer. Communications by and with Owner's own forces shall be through Owner.

**SC-9.02 *Visits to Site***

SC-9.02 Add the following new paragraph immediately after Paragraph 9.02.B:

- C. The Engineer will conduct inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion and receive and forward to Owner written warranties and related documents required by the Contract and assembled by Contractor.

**SC-9.06**      ***Shop Drawings, Change Orders and Payments***

SC-9.06      Paragraph 9.06.A shall be deleted in its entirety and replaced with the following:

- A. The Engineer will review and take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action will be taken in accordance with the Schedule of Submittals approved by the Engineer or, in the absence of an approved Schedule of Submittals, with reasonable promptness while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of Contractor's submittals by the Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor. The Engineer's review of Contractor's submittals shall not relieve Contractor of its obligations under the Contract Documents. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**SC-9.09**      ***Limitations on Engineer's Authority and Responsibilities***

SC-9.09      Add the following paragraphs immediately after Paragraph 9.09.E:

- F. The Engineer shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items) without Owner's prior written approval.
- G. The Engineer shall not be authorized to undertake any of the responsibilities of Contractor, Subcontractors, suppliers, or Contractor's superintendent.
- H. The Engineer's is not authorized to participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- I. The Engineer is not authorized to accept Shop Drawing or Sample submittals from anyone other than Contractor.

**SC-10.03**      ***Execution of Change Orders***

SC-10.03      Add the following new paragraphs immediately after paragraph 10.03.A.3:

- B. Notwithstanding anything contained in the Contract Documents to the contrary, a change in the Contract Price, the Contract Time and/or any Milestone Date shall be accomplished only by Change Order or by a Work Change Directive. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions of the Work and no claim that Owner has been unjustly enriched by any alteration or addition to the Work shall be the basis of any claim or adjustment in compensation due under the Contract and/or time period provided for under the Contract.

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- C. Agreement on any Change Order shall constitute a final settlement of all direct and indirect costs associated with such change and any and all adjustments to the Contract Price and the Progress Schedule. In the event a Change Order increases the Contract Price, Contractor shall include the Work covered by such Change Order in Applications for Payment as if such Work were originally part of the Contract Documents. Present or future claims by Owner relating to defective performance of the Work shall not be deemed settled through agreement on a Change Order unless so expressly agreed in writing.
- D. To the extent that any Contractor makes an excessive number of Change Order requests, which excessiveness, shall be determined solely in the discretion of Owner, Owner shall have the authority in its sole discretion, to disregard any subsequent Change Order requests made by such Contractor on the same or similar scope of services and Contractor's sole remedy against Owner under this Agreement shall be pursuant to Paragraph 10.05. Furthermore, to the extent Owner incurs any legal fees, professional fees, expenses or costs (including, but not limited to, employee costs), arising out of or resulting from Contractor making an excessive number of Change Order requests, Contractor shall be liable for such legal fees, professional fees, expenses and costs.
- E. Any action(s) by Owner, Engineer and/or Contractor other than actions taken pursuant to the procedures set forth herein shall not constitute the approval of a Change Order, including, without limitation, Owner's and/or Engineer's execution of Contractor's time sheets upon which Contractor submits a Change Order request. Furthermore, to the extent Owner incurs any legal fees, professional fees, expenses or costs (including, but not limited to, employee costs), arising out of or resulting from Contractor's failure to follow the proper procedures for approval of a Change Order, Contractor shall be liable for such legal fees, professional fees, expenses and costs.
- F. So as not to unduly delay the Project when a Contractor's Change Order request has not been approved pursuant to the procedures set forth herein within thirty (30) days of Contractor's submittal of such Change Order, or where the parties cannot agree as to the amount of compensation for a Change Order, Contractor shall continue to perform its services and Contractor's sole remedy against Owner under this Agreement shall be pursuant to Paragraph 10.05.

**SC-10.05 *Claims***

SC-10.05 Add the following new paragraphs immediately after Paragraph 10.05.F:

- G. Contractor waives Claims against Owner for consequential damages and/or incidental damages arising out of or relating to this Contract. This waiver includes: (1) damages incurred for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages and/or incidental damages due to either party's termination in accordance with Article 15. Notwithstanding anything else to the contrary in the Contract Documents, Owner shall have the right to recover liquidated damages, consequential damages and/or incidental damages from Contractor to the extent permitted by law and the Contract Documents.

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- H. No claim for an increase in the Contract Price or change in the Contract Time shall be based on constructive acceleration. Accordingly, no course of conduct or dealings between the parties, or any express or implied statements made by the parties, nor any express or implied acceptance of alterations to the Work, and no claim that Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Contract Price or change in the Contract Time.
- I. Contractor shall have no claim or right of recovery of damages against Owner or Engineer for economic loss sustained, in whole or in part, by any act or omission of Owner or Engineer to the extent that such act or omission constitutes a breach of contract. Specifically, and without limiting the generality of the foregoing, Contractor shall have no claim against Owner or Engineer for economic loss based upon any tort, including, without limitation, negligence, negligent misrepresentation or any other tort-based theory of liability.

**SC-11.02 Allowances**

SC-11.02 Paragraphs 11.02.B and 11.02.C and all of their subparagraphs shall be deleted in their entirety and insert the following in their place:

1. No cash allowances for any purpose are included in the Project Manual and Contract Documents of this Project.

**SC-12.01 Change of Contract Price**

SC-12.01 Paragraph 12.01.C and all of its subparagraphs shall be deleted in their entirety and insert the following in their place:

- C. Contractor's fee for the combined overhead and profit that may be included (but shall not be exceeded) in the total cost to Owner shall a mutually acceptable fixed fee or otherwise based on the following schedule:
1. For Contractor, for Work performed by Contractor's own forces, ten percent (10%) of the cost.
  2. For Contractor, for Work performed by Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.
  3. For each Subcontractor or sub-Subcontractor involved, for Work performed by the Subcontractor's or sub-Subcontractor's own forces, five percent (5%) of the cost.
  4. No fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, or 11.01.B.
  5. In order to facilitate checking of quotation for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including, without limitation, labor, materials, equipment and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are

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Subcontracts, they shall be itemized also. In no case will a change involving an amount greater than or equal to Two Hundred Dollars (\$200) be approved without such itemization.

6. When both additions and deductions are involved in any one Change Order or Work Change Directive, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.

**SC-12.03 Delays**

SC-12.03.A Add the following paragraphs immediately after Paragraph 12.03.A

1. Unless such delay or hindrance was caused by the active interference of the Owner, no extension of Contract Time will be considered or approved if the act or occurrence constituting the basis of the request or claim is for non-delivery of materials due to any act or neglect of Contractor, or the failure of Contractor to employ, furnish or obtain, as necessary for the timely prosecution of the Work, Shop Drawings, sufficient labor, materials or equipment, or other matters which shall be within the control of Contractor. Any delay which results due to any of the foregoing causes shall be the sole responsibility of Contractor.
2. No payment or compensation will be made to Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, notwithstanding whether such delays be avoidable or unavoidable. Contractor's sole remedy for delays shall be an extension of Contract Time, pursuant to and only in accordance with Paragraph 12.02. Such extension shall be a period equivalent to the time lost, day for day, by reason of any and all of the aforesaid causes. Nor will Contractor be permitted to make any claim for acceleration or for costs or expenses associated with acceleration nor will Contractor be permitted to make a claim for out-of-sequence work (e.g., winter protection costs). In the event that Contractor chooses to assert such a claim for delay, acceleration or out-of-sequence work, or litigate this provision, and Contractor fails to prevail as to its entire claim in its litigation, Contractor shall be liable to Owner and shall reimburse Owner and Engineer for any legal fees, professional fees, costs or expenses associated with analyzing, defending or otherwise opposing any such claim or litigation.
3. Owner shall not be liable to Contractor for any expenses, damages, loss of profits (anticipated or otherwise) or charges of any nature whatsoever (including, but not limited to, legal fees and professional fees) which shall result because of any extension of the time of completion which is granted by Owner to Contractor or to any other Multiple Prime Contractor, or which shall result because of any delay or hindrance of any nature whatsoever in the progress of the Work (e.g., winter protection costs), whether such delay or hindrance shall be avoidable or unavoidable. In the event Contractor chooses to litigate and fails to prevail as to its entire claim in its litigation, Contractor shall reimburse Owner and Engineer for any legal fees, professional fees and all other costs and expenses associated with analyzing, defending or otherwise opposing any such claim or litigation.

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4. No extension of Contract Time granted by Owner shall be or shall be deemed to be a waiver by Owner of any rights accruing to it under the Contract Documents and no extension of Contract Time granted by Owner shall relieve or shall be deemed to relieve Contractor from full responsibility for performance of the Work.
5. Should Owner be prevented or enjoined from proceeding with the Project either before or after the start of construction by reason of any litigation or any other reason beyond the control of Owner, Contractor shall not be entitled to make or assert claims for damage by reason of said delay, or for acceleration or out-of-sequence work; but time for completion of the Work will be extended to such reasonable time as Owner and Engineer may determine will compensate for time lost for such delay with such determination to be set forth in writing.
6. Any delay attributable to lack of coordination or cooperation by and/or between Contractor and any other Multiple Prime Contractor among themselves or their Subcontractors, will not be recognized by Owner as a basis for any claim for increasing any Contract Price, but shall be resolved as provided in Paragraph 7.04.

SC-12.03.B Paragraph 12.03.B shall be deleted in its entirety.

**SC-13.03 *Tests and Inspections***

SC-13.03 Add the following paragraph immediately after Paragraph 13.03.F:

- G. If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, then Contractor shall be responsible for any legal fees, professional fees, or other costs or expenses incurred by Owner as a result thereof, including, without limitation, costs of repeated procedures and compensation for Engineer's services and expenses. Such amounts may be deducted, to the extent available, from any amount due to Contractor. If the amount due to Contractor is not sufficient to cover such amounts, Contractor shall pay the difference to Owner within seven (7) days of receipt of Owner's invoice for such legal fees, professional fees or other cost or expenses.

**SC-13.07 *Correction Period***

SC-13.07 Add the following paragraph immediately after Paragraph 13.07.E:

- F. The above notwithstanding, nothing contained herein shall constitute or be interpreted to constitute a waiver of any of the Owner's rights, privileges, immunities and limitations of damages available to the Owner as a governmental entity or as an entity performing a governmental function.

**SC-13.08 *Acceptance of Defective Work Prior to Final Payment***

SC-13.08 The heading for this section shall be revised to "Acceptance of Defective Work Prior to Final Payment"

**SC-13.09 *Owner May Correct Defective Work Prior to Final Payment***

SC-13.09 The heading for this section shall be revised to “Owner May Correct Defective Work Prior to Final Payment”

**SC-14.01 *Schedule of Values***

SC-14.01 Add the following paragraphs immediately after Paragraph 14.01.A:

- B. The Schedule of Values shall be transmitted to the Engineer in .xlsx (Excel) or similar format.
- C. The sum or sums withheld by Owner from Contractor shall be ten percent (10%) of the amount due Contractor until fifty percent (50%) of the Project is completed. Except as otherwise provided herein, when the Project is fifty percent (50%) complete, the amount retained by Owner shall be reduced to five percent (5%) provided that Engineer approves the Application for Payment, Contractor is making satisfactory progress and there is no specific cause for greater withholding. Notwithstanding the foregoing, Owner may continue to withhold ten percent (10%) of the amount due Contractor after the Project is fifty percent (50%) completed if Engineer provides written notification to Owner of a specific cause for greater withholding or if Owner determines in its sole discretion that there is a specific cause for greater withholding. A specific cause for greater withholding shall include, without limitation, the following:
  - 1. Contractor’s inability to produce evidence satisfactory to Owner evidencing payments for materials, labor and/or payments to Subcontractors, manufacturers or suppliers;
  - 2. The existence of a dispute between Owner and Contractor regarding increased costs claimed by such Contractor; or
  - 3. A Contractor’s failure to complete the Work in accordance with the Contract Documents, including, without limitation, the Drawings and Specifications, etc.
- D. In addition to Owner’s right to determine if a specific cause for greater withholding exists, Engineer shall also be entitled to determine if a specific cause for greater withholding exists. Engineer shall reject the reduction in retainage if Contractor is not making satisfactory progress in its Work or if Engineer determines that there is a specific cause for greater withholding. Engineer’s decision to reject a reduction of retainage shall be final and binding on Contractor. Engineer will consider the following items when reviewing a request for reduction in retainage and failure to meet any of the following requirements may be considered by Engineer as sufficient grounds for rejecting a reduction of retainage:
  - 1. Satisfactory performance of the Work.
  - 2. Satisfactory maintenance of the Progress Schedule.
  - 3. Proper manning of the Project.

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4. Satisfactory completion of the Work.
  5. Satisfactory organization of the Project.
  6. Proper organization and coordination of subcontractors.
  7. Proper coordination with Multiple Prime Contractors.
  8. All defective Work has been remedied or is in the process of being remedied.
  9. Work completed is not in contention.
  10. Satisfactory follow-through of paperwork, certified payrolls, Change Order proposals.
- E. If a specific cause for greater withholding does not exist, sum or sums withheld by Owner from Contractor after the Project is fifty percent (50%) completed shall not exceed five percent (5%) of the value of completed Work based on monthly progress payment requests.
- F. In the event a dispute arises between Owner and a Contractor, Owner shall have the option as it deems necessary in its sole discretion to either continue to withhold ten percent (10%) of the amount due Contractor or to withhold additional retainage over and above the amount already retained by Owner in the sum of one and one half (1.5) times the amount of any possible liability until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless Contractor causing the additional claim furnishes a bond satisfactory to Owner to indemnify Owner against the claim.

**SC-14.02 Progress Payments**

SC-14.02.A The words “or at another location agreed to in writing” shall be deleted from Paragraph 14.02.A.1.

SC-14.02.B Paragraph 14.02.B.2 shall be deleted in its entirety and insert the following in its place:

2. Engineer’s recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner and Engineer’s observations of the executed Work as an experienced and qualified design professional, and on Engineer’s review of the Application for Payment and the accompanying data and schedules, that, except as to latent defects in the Work, to the best of Engineer’s knowledge, information and belief:

SC-14.02.C Paragraph 14.02.C shall be deleted in its entirety and insert the following in its place:

C. Payment Becomes Due:

1. Forty-five (45) days after presentation of the Application for Payment to Owner with Engineer’s recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

**SC-14.09 *Waiver of Claims***

SC-14.09 Paragraph 14.09.A and its subparagraphs shall be deleted in their entirety.

**SC-14.10 *Liquidated Damages***

SC-14.10 The following sub-section shall be added immediately after Paragraph 14.09.A.2:

14.10 *Liquidated Damages*

- A. Contractor shall be liable for and shall pay Owner the cost of expenses incurred by Owner resulting from Contractor's delay in completing the Work of the Contract within the Contract Time, as liquidated damages, as referenced in Specification Section 005213.00, Standard Form of Agreement, Article 4.03.
- B. In the event Contractor or Surety litigates the validity of the liquidated damages set forth herein or the assertion of liquidated damages, Contractor and Surety, jointly and severally, shall also be liable for legal fees, professional fees, costs, other expenses and/or damages incurred by Owner. This liquidated damages provision applies to each phase of construction. Owner's right to receive liquidated damages shall be in addition to all other rights and remedies available to Owner at law or in equity.
- C. Owner shall have the right to deduct the total amount of liquidated damages for which Contractor may be liable under this Paragraph 14.10 from any payments then or thereafter due Contractor.

**SC-15.02 *Owner May Terminate for Cause***

SC-15.02.A Paragraph 15.02.A and its subparagraphs shall be deleted in their entirety and insert the following in their place:

- A. Owner may terminate the Contract for cause if Contractor:
  - 1. refuses or fails to supply enough properly skilled workers or proper materials;
  - 2. fails to make payment to Subcontractors or suppliers for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;
  - 3. disregards applicable Laws or Regulations;
  - 4. otherwise materially breaches a provision of the Contract Documents;
  - 5. fails to abide by the Progress Schedule, and fails within three (3) days after receipt of written notice to correct any scheduling problems or provide required scheduling information; or
  - 6. Contractor or any of its Subcontractors or suppliers is suspended or debarred by the Commonwealth of Pennsylvania, any other state, or the federal government.

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SC-15.02.C The following sentence shall be added at the end of Paragraph 15.02.C:

This Paragraph shall survive the expiration or sooner termination of the Agreement.

SC-15.02.D Paragraph 15.02.D shall be deleted in its entirety and the following inserted in its place:

Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor cures such failure within seven days of receipt of notice of intent to terminate; Owner may then terminate the Contract at any time after the expiration of such seven day cure period if Contractor does not cure such failure during the cure period. However, if Owner reasonably deems that such failure cannot be cured within such seven day cure period, Owner may terminate the Contract with immediate effect.

SC-15.02.F Add the following new paragraph immediately after 15.02.F:

G. In the event that Owner declares Contractor in default and Contractor's Surety fails to adhere to its obligations under the Performance Bond and Payment Bond, the Surety shall be liable to Owner for any and all damages that Owner incurs including, but not limited to, any legal fees, professional fees, or other costs or expenses incurred by Owner in connection with Owner's pursuit of its rights under the Performance Bond, Payment Bond and/or applicable Laws and Regulations, including, but not limited to, the cost of all litigation, including, but not limited to, legal fees, professional fees, and all other costs or expenses. To the extent Contractor sues Owner and Owner prevails in such litigation, Contractor shall be responsible for all of Owner's damages including, but not limited to, any and all legal fees, professional fees and all other costs and expenses.

**SC-15.04 *Contractor May Stop Work or Terminate***

SC-15.04.A Paragraphs 15.04.A and B shall be deleted in its entirety and insert the following in its place:

- A. If the Work is stopped for a period of sixty (60) consecutive days under final, non-appealable order of any court or other public authority having jurisdiction, through no act or fault of Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with Contractor, then Contractor may provide written notice to Owner and Engineer, that it will seek payment in accordance with the requirements of the Contract Documents and keep working.
- B. In no event may Contractor stop Work due to a Project dispute. Contractor must provide Owner written notice containing detailed information regarding the nature of the disputed issues and utilize the dispute resolution procedures set forth herein.

**ARTICLE 16 *Dispute Resolution***

SC-16.01 Paragraphs 16.01.A, 16.01.B, and 16.01.C shall be deleted in its entirety and insert the following in its place:

- A. Claims between the parties to the Contract, prior to Final Payment, and arising out of or related to the Contract or breach thereof shall be exclusively litigated in the Court of Common Pleas of Montgomery County and shall not be subject to arbitration, except for compulsory arbitration as provided by the applicable Rules of Civil Procedure. Pending resolution of any Claim, unless otherwise agreed to in writing, Contractor shall proceed diligently with the performance of the work so as to avoid delay in the schedule of completion of the project.

SC-16.02 Add the following new sub-section immediately after 16.01:

16.02 Disputes or Actions Between Contractors

- A. Should the Contractor, either itself or by its Subcontractor or Sub-Subcontractors or their respective agents, servants, or employees, cause damage or injury to the property or Work of other Contractors or Subcontractors, or by failing to perform its Work (including, without limitation, the Work of its Subcontractor or Sub-Subcontractors) with due diligence, delay any Contractor or Subcontractors, which suffer additional expense or damage as a result, the parties involved in such dispute and their respective Sureties shall settle by agreement or arbitrate said claim, dispute or action by referring same to the American Arbitration Association. Said claim, dispute or action shall be determined pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The Owner will not be a party to disputes or actions between Contractors, the Sureties or Subcontractors concerning such additional expense or damage. It is agreed by all parties that claims, disputes or actions between Contractors, Sureties and Subcontractors concerning the additional expense or damage will not delay completion of the Work, which shall be continued by the parties, subject to the rights hereinbefore provided. It is agreed by the parties to this Agreement (the Owner as promisee and the Contractor as promisor) that the intent of this clause is to benefit the Contractors and their Sureties on the Project and to serve as an indication of the mutual intent of the Owner and the Contractor that this clause raise such other Contractors to the status of third party beneficiaries only as to the terms and conditions of each paragraph of this article. The Contractor agrees that the paragraphs of this article are provided as a benefit to the Contractor and, that they specifically exclude claims, disputes or actions against the Owner for delay or other damages.
- B. The Contractor agrees that all claims, disputes and other matters in question between Prime Contractors, their Sureties or Subcontractors, which arise out of, or are related to this Agreement, or the breach thereof, as provided in Paragraph A, shall be settled by agreement or resolved by arbitration, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. This agreement to arbitrate is in consideration of the fact that all other Prime Contractors agree to this same arbitration provision, as provided in each separate Prime Contract required for the construction of this Project, and is specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accord with applicable law in any court having jurisdiction thereof. The Owner shall not be a party to this arbitration.

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- C. Notice of the demand for arbitration shall be filed in writing with the other Prime Contractor(s) and with the Regional Office of the American Arbitration Association. A copy of the demand shall be filed with the Engineer and the Owner. The demand for arbitration shall be made within thirty (30) days after the claim, dispute or other matter in question has arisen. The Owner shall not be a party to the claim, dispute or other matter in question, but shall be a witness in any arbitration at the request of any party to the arbitration. The Owner will be provided with copies of all documents submitted to the arbitrator at no cost to the Owner.
- D. The Contractor hereby agrees that the Contractor's sole remedy for including, without limitation, injuries, damages or expenses resulting from disputes between Contractors, Sureties or Subcontractors will be to seek recovery from the other Contractors, Sureties or Subcontractors for the transgressions of such other Contractors, Sureties or Subcontractors. The Contractor hereby further agrees that it shall have no recourse against the Owner for the transgressions of other Contractors, Sureties or Subcontractors that result in including, without limitation, delay, acceleration, out-of-sequence Work, overtime, stacking of trades, failure to adequately clean the work areas, disputes over the scope of the Contractor's work, or disputes between Contractors, Sureties or Subcontractors regarding any other matter concerning the Project.
- E. The Contractor acknowledges that the restrictions contained in these Conditions are reasonable and necessary in order to protect the legitimate interests of the Owner and that any violation of these Conditions would result in irreparable injuries to the Owner and monetary damages would be inadequate to compensate the Owner for a violation of these Conditions. Therefore, the Contractor hereby agrees that if the Contractor disregards any paragraph of these Conditions, including, without limitation, any portion of this article, and institutes or attempts to institute any proceeding (e.g., arbitration, litigation, mediation, etc.) against the Owner by including, without limitation, injuries, damages or expenses resulting from disputes between Contractors, Sureties or Subcontractors, the Owner is entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief to prevent the Contractor from pursuing any proceeding against the Owner and the Owner is entitled to stay any such proceeding. In the event that the Owner pursues preliminary or permanent injunctive relief to prevent the Contractor from pursuing any proceeding against the Owner or if the Owner attempts to stay any such proceeding, the Contractor and the Contractor's Surety shall be jointly and severally liable for and shall reimburse the Owner immediately upon demand and without limitation, all legal fees, professional fees and all other costs associated therewith incurred by the Owner. The Owner's rights set forth in this paragraph shall be in addition to all other rights of the Owner granted in the Contract Documents, at law, or in equity.

**ARTICLE 18** *Statutory Requirements*

SC-18            Add the above section and following sub-sections and paragraphs as Article 18 immediately following Paragraph 17.06:

18.01    *Applicable Laws*

- A. Contractor's attention is directed to the fact that all applicable Federal and State laws, Municipal ordinances and the rules and regulations of all authorities having jurisdiction

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over construction of the Project shall apply to the Agreement throughout, and they are deemed to be included in the Agreement the same as though herein written in full.

- B. This Contract is subject to special GESA contracting requirements.

18.02. *Human Relations Act*

- A. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 P.L. 744, as amended from time to time (43 P.S. Section 951, et seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, or non-job related handicap or disability or the use of a guide or support animal because of blindness, deafness or physical handicap, by employers, employment agencies, labor organizations, contractors and others. Contractor shall agree to comply with the provisions of the Pennsylvania Human Relations Act, as amended from time to time, which is made part of these General Conditions as if included herein at length. Contractor's attention is directed to the language of the Commonwealth's non-discrimination clause in 16 Pa. Code Section 49.101, et seq., as amended from time to time.

18.03. *Americans with Disabilities Act*

- A. During the term of the Contract, the Contractor agrees as follows:
1. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities ACT, 28 C.F.R. § 35.101 et. Seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities provided for under this Contract. As a condition of accepting and executing the Contract, the Contractor agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Owner through contracts.
  2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Owner from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Owner as a result of the Contractor failure to comply with provisions of Paragraph A above.

18.04. *Prevailing Wages*

- A. The Pennsylvania Prevailing Wage Rates, as determined by the Pennsylvania Department of Labor and Industry, shall apply to the Project. The Prevailing Wages applicable at the time Proposals were solicited was attached to the Proposal Documents, which is incorporated herein. The Pennsylvania Prevailing Wage Act (Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653), and as amended from time to time (43 P.S. Section 165-1, et seq.), the regulations thereto, and the Prevailing Minimum Wage Determination Schedule, as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term therefore in the locality in which the Work is performed, are made part of these General and Supplementary Conditions.

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- B. No person shall be employed to perform Work under this Contract except competent and first-class workers and mechanics. No workers shall be regarded as competent and first-class except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours as established by the Secretary of the Department of Labor and Industry under the "Pennsylvania Prevailing Wage Act" (Act No. 442), effective February 1, 1962, amended by Act 342 of 1963, P.L. 653 and as amended from time to time.
- C. The general prevailing minimum wage rates including contributions for employee benefits as determined by the Secretary shall be paid to the workers employed in the performance of the Contract.
- D. Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of the Pennsylvania Department of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342 of 1963, P.L. 653, and as amended from time to time), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.
- E. All workers shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in the Contract Documents.
- F. The Contract provisions shall apply to all Work performed on the Contract by Contractor and to all Work performed on the Contract by all Subcontractors and Sub-subcontractors.
- G. Contractor shall insert into each subcontract all of the stipulations contained in Paragraph 18.03 and such other stipulations as may be required.
- H. No workers shall be employed on the Project except in accordance with the classifications set forth in the applicable prevailing minimum wage rate decision. In the event that additional or different classifications are necessary, the procedure set forth in the applicable Laws and Regulations shall be followed.
- I. All workers employed or working on the Project shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any Contractor, Subcontractor and workers, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deduction, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the Contract, the Pennsylvania Prevailing Wage Act or any applicable regulations shall prohibit the payment of more than the applicable prevailing minimum wage rates as determined by the Secretary to any worker on the Project.
- J. Contractor and each Subcontractor shall post for the entire period of construction, the applicable wage determination decisions, including, without limitation, the effective date of any changes thereof, in a prominent and easily accessible place or places at the Site of the Work and at such place or places used by them to pay workers their wages. The posted notice of wage rates shall contain the following information:

1. Name of Project.

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2. Name of public body of which it is being constructed.
  3. The crafts and classifications of workers listed in the applicable prevailing minimum wage rate determination for the particular project.
  4. The applicable prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
  5. A statement advising workers that if they have been paid less than the applicable prevailing minimum wage rate for the job classification or that Contractor and/or Subcontractor are not complying with the Pennsylvania Prevailing Wage Act or the applicable regulations in any manner whatsoever, they may file a protest in writing with the applicable governmental agency, within three (3) months of the date of the occurrence, objecting to the payment to any Contractor to the extent of the amount or amounts due or to become due to them as wages for Work performed on the Project. Any workers paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
- K. Contractor and all Subcontractors shall keep an accurate record showing the time, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each worker employed by them in connection with the Project (including apprentices) and such record must include, without limitation, any deductions from each worker. The record shall be preserved for two (2) years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the Contract, the Secretary of the Department of Labor and Industry, and the Owner, and to any other applicable governmental authority's authorized representatives. The Engineer and Construction Manager assume no responsibility to Contractor to verify or document records of the Proposer or Contractor(s). Any failure of the Contractor or notification to the same regarding wage rates or payment may require the Owner to withhold payments until the record is resolved.
- L. Wages shall be paid without any deductions except authorized deductions. Employers not parties to a Contract requiring contributions for employee benefits which the applicable governmental authority has determined to be included in the applicable prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.
- M. Payment of compensation to workers for Work performed on the Project on a lump sum basis, or a piece work basis, or a price certain for the completion of a certain amount of Work, or the production of a certain result, shall be deemed a violation of the Pennsylvania Prevailing Wage Act and the regulations thereto, regardless of the average hourly earnings resulting therefrom.
- N. Each Multiple Prime Contractor and Subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Project with Owner, under oath, and in form, satisfactory to the applicable governmental authority, certifying that all workers have been paid wages in strict conformity with the provisions of the Contract as prescribed in the Pennsylvania Prevailing Wage Act and the regulations thereto, or if any wages remain unpaid to set forth the amount of wages due and owing to each worker respectively.

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- O. If Contractor fails to comply with the requirements set forth in Paragraph 18.04, Contractor shall pay Owner, as liquidated damages, an amount equal to the difference between the minimum wage required to be paid in compliance with Paragraph 18.04 and the wage actually paid to each laborer or mechanic for each day during which said laborer or mechanic has been employed at a wage less than prescribed.

18.05. *Citizens*

- A. Only citizens of the United States of America shall be employed, in any capacity, in the performance of any Work under the Contract; provided, however, that apprentices to a trade or profession who may be under twenty-one (21) years of age shall not be subject to the foregoing restriction.

18.06. *Safety and Health Regulations For Construction*

- A. Proposers shall comply with the provisions of the Occupational Safety and Health Administration, Federal Act 91-596 of December 29, 1970, and with any other safety and health regulations for district in which the Work is performed.
- B. Contractor shall be fully informed of and shall comply with all local, state and federal regulations for construction as amended to date, as the rules and regulations in detail apply for the Work under the Contract. All applicable rules and regulations of governing bodies are hereby made a part of these General Conditions by reference, as if written out in full within.

18.07. *Steel Products Procurement Act*

- A. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, (March 3, 1978 P.L. 6), as amended from time to time (73 P.S. Section 1881, et seq.), all steel products used or supplied in the performance of the Work, only those steel products produced in the United States, as herein defined, shall be used or supplied in the performance of the Contract or any Subcontractors thereunder.
- B. "Steel products" are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process and shall include cast iron products, machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least seventy-five percent (75%) of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product if it complies with Section 165 of Public Law 97-424 (96 Stat. 2136).
- C. "United States" is defined as the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

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- D. In accordance with Act 161 of 1982 (June 18, 1982 P.L. 556) cast iron products shall also be included and produced in the United States. Act 144 of 1984 (July 9, 1984 P.L. 674) further defines “steel products” to include machinery and equipment. Act 142 of 1980 (Oct. 5, 1980 P.L. 693), Act 161 of 1982 and Act 141 of 1984 provide clarifications and penalties and Contractor shall abide by these Acts, as amended from time to time.

18.08. *Trade Practice Act*

- A. In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. §773.101 et seq.), the Contractor cannot and shall not use or permit to be used in the Work any aluminum or steel products made in a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries products, as listed below, is not permitted.
1. Argentina: carbon steel wire rod and cold-rolled carbon steel sheet.
  2. Brazil: welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless-steel products, including hot-rolled stainless-steel bar; stainless steel wire rod and cold-formed stainless-steel bar; prestressed concrete steel wire strand; hot rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.
  3. South Korea: welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.
  4. Spain: certain stainless-steel products, including stainless steel wire rod, hot-rolled stainless-steel bars; and cold-formed stainless-steel bars; prestressed concrete steel wire strand; and certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.
- B. Penalties for violation of the above paragraphs may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.
- C. This provision in no way relieves the Contractor of responsibility to comply with those provisions of this Contract which prohibit the use of foreign-made steel and cast iron products.

18.09. *Anti-Pollution Legislation*

- A. 62 Pa. C.S.A. Section 3301 requires that Proposers on construction contracts for governmental agencies be advised that there are provisions of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the Project on which Proposals are being received.
- B. The Proposer shall become thoroughly acquainted with the terms of the listed statutes, rules and regulations, including, but not limited to, Flood Plain Management Act (32 P.S.

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Section 679.101, et seq.), Water Well Drillers License Act (32 P.S. Section 645.1, et seq.), Pennsylvania Scenic Rivers Act (32 P.S. Section 820.21, et seq.), Dam Safety and Encroachment Act (32 P.S. Sec. 693.1, et seq.), Bluff Recession and Setback Act (32 P.S. Section 5201, et seq.), Storm Water Management Act (32 P.S. Section 680, et seq.), Pennsylvania Sewage Facilities Act (35 P.S. Section 750.1, et seq.), Pennsylvania Solid Waste Management Act (35 P.S. Section 6018.101, et seq.), Pennsylvania Safe Drinking Water Act (35 P.S. Section 721.1, et seq.), the Clean Streams Law (35 P.S. Section 691.901 et seq. and 35 P.S. Section 691.1 et seq.), Air Pollution Control Act (35 P.S. Section 4001, et seq.), Pennsylvania Historic Preservation Act (37 Pa. C.S.A. Section 501, et seq.), Pennsylvania Hazardous Sites Clean Up Act (35 P.S. Section 6020.101, et seq.), Pennsylvania Storage Tank and Spill Prevention Act (35 P.S. Sec. 6021.101, et seq.), Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Sections 9601-9675), as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act (P.L. 99-499), Federal Solid Waste Disposal Act (42 U.S.C. Sections 6901-6992), Federal Clean Air Act (Air Pollution Act) (42 U.S.C. Sections 7401-7642), Federal Safe Drinking Water Act (See Public Health Service Act Sections 1401-1451) (42 U.S.C. Sections 300f-300j), Wild and Scenic River Act (P.L. 90-542), Endangered Species Conservation Act of 1969 (P.L. 89-669), Endangered Species Conservation Act of 1973 (16 U.S.C. Sections 1531-1544), Federal Clean Water Act of 1977 (P.L. 95-217), Rivers and Harbor Act of 1970 ( P.L. 91-611), Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sections 136-136y), Toxic Substance Control Act (15 U.S.C. Sections 2601-2692), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Coastal Wetlands Planning, Protection and Restoration Act (16. U.S.C. Sections 3951-3956), Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451-1464), Community Environmental Response Facilitation Act (42 U.S.C. Section 9620), Emergency Planning and Right-to-Know Act of 1986 (42 U.S.C. Sections 11001-11050), Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. Sections 791-798), Environmental Quality Improvement Act of 1970 (42 U.S.C. Sections 4371-4375), Federal Facility Compliance Act of 1992 (42 U.S.C. Section 6901), Federal Land Policy and Management Act of 1976 (43 U.S.C. Sections 1701-1784), Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1387), Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. Sections 2001-1264), Global Climate Protection Act of 1987 (15 U.S.C. Section 2901 note), Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. Sections 4611, 4612, 4661, 4662), Lead-Based Paint Exposure Reduction Act (15 U.S.C. Sections 2681-2692), Lead Contamination Control Act of 1988 (42 U.S.C. Sections 300j-21 to 300j-25), Low-Level Radioactive Waste Policy Act (42 U.S.C. Sections 2021b-2021d), National Climate Program Act (15 U.S.C. Sections 2901-2908), National Contaminated Sediment Assessment and Management Act (33 U.S.C. Section 1271 note), National Environmental Policy Act of 1969 (42 U.S.C. Sections 4321-4370b), National Ocean Pollution Planning Act of 1978 (33 U.S.C. Sections 1701-1709), Noise Control Act of 1972 (42 U.S.C. Sections 4901-4918), Oil Pollution Act of 1990 (33 U.S.C. Sections 2701-2761), Pollution Prevention Act of 1990 (42 U.S.C. Sections 13101-13109), Public Health Service Act (42 U.S.C. Sections 300f-300j-11), Renewable Resources Extension Act of 1978 (16 U.S.C. Sections 1671-1676), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Soil and Water Resources Conservation Act of 1977 (16 U.S.C. Sections 2001-2009), Water Resources Research Act of 1984 (42 U.S.C. Sections 10301-10309), Wood Residue Utilization Act of 1980 (16 U.S.C. Sections 1681-1687), Pennsylvania Worker and Community Right-to-Know Act (35 P.S. Section 7301, et seq.), Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214) (15 U.S.C. Sections 2651-2654), Delaware River Basin Compact (32 P.S.

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Section 815.101, et seq.), Brandywine River Valley Compact (32 P.S. Section 818, et seq.), Wheeling Creek Watershed Protection and Flood Prevention District Compact (32 P.S. Section 819, et seq.), Susquehanna River Basin Compact (32 P.S. Section 820.1, et seq.), Chesapeake Bay Commission Agreement (32 P.S. Section 820.11, et seq.), Land and Water Conservation and Reclamation Act (32 P.S. Section 5101, et seq.), Wild Resource Conservation Act (32 P.S. Section 5301, et seq.), Cave Protection Act (32 P.S. Section 5601, et seq.), Rails to Trails Act (32 P.S. Section 5611, et seq.), Phosphate Detergent Act (35 P.S. Section 722.1, et seq.), Plumbing System Lead Ban and Notification Act (35 P.S. Section 723.1, et seq.), Publicly Owned Treatment Works Penalty Law (35 P.S. Section 752.1, et seq.), Pennsylvania Solid Waste-Resources Recovery Act (35 P.S. Section 755.1, et seq.), Sewage System Cleaner Control Act (35 P.S. Section 770.01, et seq.), Hazardous Material Emergency Planning and Response Act (35 P.S. Section 6022.101, et seq.), Oil Spill Responder Liability Act (35 P.S. Section 6023.1, et seq.), Land Recycling and Environmental Remediation Standards Act (35 P.S. Section 6026.101, et seq.), Radiation Protection Act (35 P.S. Section 7110.101, et seq.), Low-Level Radioactive Waste Disposal Act (35 P.S. Section 7130.101, et seq.), Pennsylvania Municipalities Planning Code (53 P.S. Section 10101, et seq.), regulations, ordinances, and other actions pursuant to the foregoing, regulations pertaining to Pennsylvania Erosion and Sediment Control, and so on.

- C. No separate or additional payment will be made for such compliance. In the event that the listed statutes, rules and regulations are amended, or if new statutes, rules or regulations become effective, after date of receipt of Proposals, upon receipt of documentation which causes Contractor to perform additional Work, Owner may issue a Change Order setting forth the additional Work that must be undertaken and such additional Work shall be undertaken at no additional cost to Owner. It is also the responsibility of Contractor to determine what local ordinances, if any, will affect its portion of the Work. Contractor shall check for any County, City, Borough or Township rules or regulations applicable to the area in which the Project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction, including, without limitation, chambers of commerce, planning commissions, industries or utility companies who have jurisdiction over lands which Contractor occupies. Any costs of compliance with local controls shall be included in the prices proposal, even though documents of such local controlling agencies are not listed herein.

18.10. *Erosion Control*

- A. To the extent the Contractor performs excavation work, it shall comply with all rules and regulations of Chapter 102, Title 25 of Pennsylvania Soils Erosion and Sedimentation Control (25 Pa. Code Section 102.1, et seq.). Prior to any grading, Contractor shall be responsible to obtain approval from the Department of Environmental Protection for an approved sedimentation and erosion control site plan and shall perform all necessary site work in accordance with said plan. The plan shall be available at the site at all times. Contractors performing excavation work shall maintain all devices as required to control erosion caused by storing water and preventing dust and particles from being distributed off site.
- B. Site Excavation: Contractor shall:
1. Request the location and type of facility owner lines at the Site by notifying the facility owner through the one call system as defined in 73 P.S. § 176. Notification

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shall be not less than three (3) business days nor more than ten (10) business days in advance of beginning excavation or demolition work. No work shall begin earlier than the scheduled excavation date which shall be on or after the third business day after notification. The scheduled excavation date shall exclude the date upon which notification was received by the one call system and notification received on a Saturday, Sunday or holiday, which shall be processed on the following business day. In the case of a complex project as defined in 73 P.S. § 176, notification shall not be less than ten (10) business days in advance of the beginning of excavation or demolition work.

2. Provide the one call system with specific information to identify the Site so that facility owners might provide indications of their lines.
3. Take reasonable steps to work with facility owners including, without limitation, scheduling and conducting a preconstruction meeting, so that Contractor may locate the facilities at a time reasonably in advance of the actual start of excavation or demolition work for each phase of the Work if the Project is a complex project as defined in 73 P.S. § 176 or if an excavation Contractor intends to perform work at multiple sites or over a large area. After commencement of excavation or demolition work, the excavation Contractor shall be responsible for protecting and preserving the staking, marking or other designation until no longer required for proper and safe excavation or demolition work at or near the underground facility, or by contacting the one call system to request that the facilities be marked again in the event that the previous markings have been compromised or eliminated.
4. Comply with the requirements established by the one call system as determined by the board of directors regarding the maximum area that a notification may cover.
5. Inform each operator employed by the excavation Contractor at the Site of the information received with respect to location and type of underground installations and any other information required by 73 P.S. § 176, et. seq.
6. Report immediately to Owner and Engineer, any break or leak on its lines or any dent, gouge, groove or other damage to such lines, to their coating or cathodic protection, made or discovered in the course of the excavation or demolition work.
7. Immediately notify 911 and the facility owner if the damage results in the escape of any flammable, toxic or corrosive gas or liquid which endangers life, health or property.
8. Assist a facility owner in determining involvement of a facility owner's lines by disclosing additional available information requested by the facility owner, including, without limitation, dimensions and the direction of proposed excavations.
9. Re-notify the one call system unless other arrangements have been made directly with the facility owners involved at the Site if the excavation Contractor removes its equipment and vacates the Site for more than two (2) business days.

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10. Submit an incident report to the Department of Labor and Industry of the Commonwealth of Pennsylvania not more than ten (10) business days after striking or otherwise damaging a facility owner's line during excavation or demolition activities that resulted in personal injury or property damage to parties other than the affected excavation Contractor or facility owner.
11. Comply with all requests for information by the Department of Labor and Industry of the Commonwealth of Pennsylvania relating to such Department of Labor and Industry's enforcement authority under the 73 P.S. § 176, et. seq. within thirty (30) days of the receipt of the request.
12. Ensure the accuracy of the information provided to the one call system pursuant to 73 P.S. § 176, et. seq.
13. Become thoroughly acquainted with and comply with all other terms and conditions specified in 73 P.S. § 176, et. seq., as amended from time to time including, without limitation, Contractor shall pay all applicable fees.
14. Complete the site excavation in full compliance with all applicable Laws and Regulations.

18.11. *Nondiscrimination/Sexual Harassment Clause*

- A. Each Contract entered into by a governmental agency for the construction, alteration or repair of any public building or public work shall contain the following provisions by which Contractor agrees:
  1. In the hiring of any employees for the manufacturer of supplies, performance of the Work, or any other activity required under the Contract or any subcontract, Contractor, Subcontractor, or any person acting on behalf of Contractor or Subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the Work to which the employment relates. (62 Pa. C.S.A. Section 3701).
  2. Neither Contractor nor any Subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacturer of supplies, the performance of Work, or any other activity required under the Contract on account of gender, race, creed, or color. (62 Pa. C.S.A. Section 3701).
  3. Contractors and Subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
  4. Contractors shall not discriminate by reason of gender, race, creed, or color against any Subcontractor or supplier who is qualified to perform the Work to which the Contract relates.

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5. Contractor and each Subcontractor shall furnish necessary employment documents and records to and permit access to their books, records, and accounts by the Owner for purposes of investigation, to ascertain compliance with provisions of Article 18.11. If Contractor or any Subcontractor does not possess documents or records reflecting the necessary information requested, Contractor or Subcontractor shall furnish such information on reporting forms supplied by the Owner, contracting agency or the Bureau of Contract Administration and Business Development.
6. Contractor shall include, without limitation, the provisions of Paragraph 18.11 in every subcontract so that such provisions will be binding, upon each Subcontractor.

18.12. *Pennsylvania Uniform Construction Code*

- A. Contractor shall comply with all requirements of the Pennsylvania Uniform Construction Code, 35 P.S. § 7210.301 – 7210.304, as amended by S.B. 1139, Session of 2004, as further amended from time to time.

18.13. *The Right to Know Law*

- A. Contractor shall comply with all requirements of Act 3 of 2008, “The Right-To-Know Law”, 65 P.S. Section 67.101 et seq. Upon notification that Owner has received a request for records under the Right-to-Know Law (“RTKL”), Contractor shall assist Owner in responding to the request. Contractor shall provide Owner within three (3) days, access to, and copies of, any document or information arising out of the Contract that Owner deems a Public Record (“Requested Information”) and Contractor shall provide such other assistance as Owner may request in order to comply with the RTKL. If Contractor is unable to provide the Requested Information within three (3) days for one of the reasons specified in the RTKL, Contractor shall immediately notify Owner that it will need up to an additional twenty-five (25) days and must provide in writing the reason the additional time is needed. The failure by Contractor to provide the Requested Information to Owner within the period specified in this provision will be considered an event of default. Contractor shall defend, indemnify and hold Owner harmless from and against any damages, penalties, expenses, detriment or harm that Owner may incur as a result of the failure to provide the Requested Information to Owner within the period specified in this provision. If the Office of Open Records or the Pennsylvania Courts determines that the record requested by Owner is a Public Record, liquidated damages of Five Hundred Dollars (\$500.00) per day will be assessed against Contractor for each calendar day beyond the date the record was required to be provided by Contractor to Owner.
- B. Owner’s determination as to whether the Requested Information is a Public Record is dispositive of the question as between Owner and Contractor. Contractor agrees not to challenge Owner’s decision to deem the Requested Information a Public Record. If the Requested Information is a Trade Secret or Confidential Proprietary Information, as defined by the RTKL, Contractor shall immediately notify Owner, and provide a written statement signed by a representative of Contractor(s) explaining why the requested material is exempt from public disclosure under the RTKL within five (5) days. If, upon review of the written statement, Owner still decides to provide the Requested Information, Contractor shall not challenge or in any way hold liable Owner for such a decision.

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- C. Owner will provide Contractor with reimbursement for costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- D. Contractor shall abide by any decision to release a record to the public made by the Office of Open Records or by the Pennsylvania Courts. Contractor waives all rights or remedies that may be available to as a result of Owner's disclosure of Requested Information pursuant to the RTKL. Duties relating to the RTKL are continuing duties that survive the expiration of the Contract and continue as long as the Requested Information is retained.

18.14. *Prohibition of Illegal Alien Labor / Public Works Employment Verification Act*

- A. Pursuant to the Act of May 11, 2006, (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, Contractor shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien.
- B. A separate and complete Verification Form required by the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637) for itself and each of the proposed Subcontractors (as such term is defined therein) acknowledging its responsibilities and its compliance with the Public Works Employment Verification Act as a precondition of the Owner's Award of the Contract. The Act requires all public work contractors and subcontractors to utilize the Federal Government's E-Verify system to ensure that all employees performing work on public work projects are authorized to work in the United States. The Contractor and its subcontractor (as such term is defined in the Act) are required to comply with the Act and the Statement of Policy as published in the Pennsylvania Bulletin, December 29, 2012, and effective January 1, 2013. The Verification Form shall include a certification that the information is true and correct, subject to sanctions provided by law. The respective Verification Form shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form. Form included as Exhibit "A".
- C. A "Public Work" is defined to be construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of twenty-five thousand dollars (\$25,000) but shall not include work performed under a rehabilitation or manpower training program.
- D. The Department of General Services' Public Works Employment Verification Compliance Program is responsible for the administration, education and enforcement of the Act. It provides contractors and subcontractors with educational outreach, conducts investigations when complaints are received and random audits to ensure compliance with the requirements of the Act.

Please direct your questions to the Public Works Employment Verification Compliance Office:

Mail: Department of General Services Public Works  
Employment Verification Compliance Office  
Room 105 Tent Bldg.  
18th & Herr Streets

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Harrisburg, PA 17125  
Fax: 717-214-3669

18.15. *Criminal History Clearance Information*

A. Prior to commencing Work, the Contractor and each Subcontractor shall submit on the prescribed form listed below for each employee or person performing work at the Project site on behalf of the Contractor and Subcontractor prior to such person performing any work at the Project site. The original clearances must be presented to the Owner prior to each employee, agent or subcontractor coming on the Owner's property. All such clearances shall be dated no earlier than one year prior to the date of presentation to the Owner. The Owner shall retain a copy of all such clearances in its file. Notwithstanding any other provision of the Contract, violation of this provision shall constitute grounds for immediate termination of the contract by the Owner. Each employee or person performing work at the Project site on behalf of the Contractor or Subcontractor must complete:

1. *Act 114 of 2006, 24 PS 1-111 as amended (Act 61 of 2008)*: Copy of the Federal Criminal History record from the Federal Bureau of Investigation. To obtain such a report, contact the nearest FBI Field Office or Identogo ([www.identogo.com](http://www.identogo.com)).
2. *Act 34 of 1985*: Original report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the Pennsylvania State Police central repository contains no such information relating to any of Contractor's employees or its subcontractor's employees working on the Project site prior to such persons performing work at the Project site. Such report of criminal history shall be no older than sixty (60) months old at any time the individual performs services under this Agreement. To obtain this document, contact the nearest Pennsylvania State Police barracks. Form included as Exhibit "B".

All contractors shall comply with the above requirements.

B. Owner shall review the submissions prior to each individual being permitted to come onto the Owner's property. The Owner reserves the right to reject any employee, agent or subcontractor that the Owner determines in its sole discretion has an unsatisfactory criminal history. The Owner shall retain a copy of all such clearances in its file. Notwithstanding any other provision of the Contract, violation of this provision shall constitute grounds for immediate termination of the contract by the Owner. Any individual rejected by the Owner shall not be permitted on the Owner's property.

**END OF SECTION 007300**



# Exhibit A

COMMONWEALTH OF PENNSYLVANIA

## PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date \_\_\_\_\_

Business or Organization Name (Employer) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contractor

Contracting Public Body \_\_\_\_\_

Contract/Project No \_\_\_\_\_

Project Description \_\_\_\_\_

Project Location \_\_\_\_\_

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, \_\_\_\_\_, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

\_\_\_\_\_  
Authorized Representative Signature

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**PENNSYLVANIA STATE POLICE  
REQUEST FOR CRIMINAL RECORD CHECK  
1-888-QUERYPA (1-888-783-7972)**

**Exhibit C**

This form is to be completed in ink by the requester – (information will be mailed to the requester only). If this form is not legible or not properly completed, it will be returned unprocessed to the requester. A response may take four weeks or longer.

**TRY OUR WEBSITE FOR A QUICKER RESPONSE**  
**<https://epatch.state.pa.us>**

REQUESTER NAME	
ADDRESS	
CITY/STATE/ ZIP CODE	
TELEPHONE NO. (AREA CODE)	

<b>FOR CENTRAL REPOSITORY USE ONLY CONTROL NUMBER</b>
<b>AFTER COMPLETION MAIL TO:</b> PENNSYLVANIA STATE POLICE CENTRAL REPOSITORY – 164 1800 ELMERTON AVENUE HARRISBURG, PA 17110-9758  <b>DO NOT SEND CASH OR PERSONAL CHECK</b>
<b>CHECK ONE BLOCK</b> <input type="checkbox"/> INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$22.00, PAYABLE TO: "COMMONWEALTH OF PENNSYLVANIA" THE FEE IS NONREFUNDABLE  <input type="checkbox"/> NOTARIZED INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$27.00, PAYABLE TO: "COMMONWEALTH OF PENNSYLVANIA" THE FEE IS NONREFUNDABLE  <input type="checkbox"/> FEE EXEMPT-NONCRIMINAL JUSTICE AGENCY – NO FEE

<b>SUBJECT OF RECORD CHECK</b>				
(FIRST)	(MIDDLE)	(LAST)		
MAIDEN NAME AND/OR ALIASES	SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY)	SEX	RACE

**The Pennsylvania State Police response will be based on the comparison of the data provided by the requester against the information contained in the files of the Pennsylvania State Police Central Repository only.**

**FEEES FOR REQUESTS - \$22.00. NOTARIZED FEE REQUESTS - \$27.00.  
\*\*\*MAKE ALL MONEY ORDERS PAYABLE TO: COMMONWEALTH OF PENNSYLVANIA \*\*\***

<b>REASON FOR REQUEST</b>				
◀◀◀◀◀CHECK THE BOX THAT MOST APPLIES TO THE PURPOSE OF THIS REQUEST▶▶▶▶▶				
<input type="checkbox"/>	<b>INTERNATIONAL ADOPTION - INTERNATIONAL ADOPTION MUST BE NOTARIZED AND MAILED IN. (\$27.00 FOR REQUEST)</b>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>ADOPTION (DOMESTIC)</b>	<b>EMPLOYMENT</b>	<b>VISA</b>	<b>OTHER</b>	

**WARNING: 18 Pa.C.S. 4904(b) UNDER PENALTY OF LAW - MISIDENTIFICATION OR FALSE STATEMENTS OF IDENTITY TO OBTAIN CRIMINAL HISTORY INFORMATION OF ANOTHER IS PUNISHABLE AS AUTHORIZED BY LAW.**

**Homeland Security is Everyone's Responsibility - Pennsylvania Terrorism Tip Line 1-888-292-1919**

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## **SECTION 007343 - PREVAILING WAGE RATE REQUIREMENTS**

### **PART 1 - GENERAL**

- 1.1 Prevailing Wage Rates: Pennsylvania Prevailing Wage Determination Schedule and notes follow this section.
- 1.2 Prevailing Wage Rates
  - A. The general provisions of the Pennsylvania Prevailing Wage Act, approved August 15, 1961, as amended are applicable to this project.
  - B. The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry (hereinafter "Secretary"), which must be paid to the workmen, employed in the performance of the Contract.
  - C. The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.
  - D. These Contract provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the contract by all subcontractors.
  - E. The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions.
  - F. No workmen may be employed on the Work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in the Regulations shall be followed.
  - G. All workmen employed or working on the Work shall be paid unconditionally, regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in this Contract, the Act or the Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on the Work.
  - H. The Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

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1. Name of project.
  2. Name of public body of which it is constructed.
  3. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
  4. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
  5. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or subcontractor are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the Project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
- I. The Contractor and all subcontractors, shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the Work and such record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the Owner and to the Secretary or his duly authorized representative.
1. Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the Work. Any workmen using the tools of a craft that does not qualify as an apprentice within the provisions of this submission shall be paid the rate predetermined for journeyman in that particular craft and/or classification.
- J. Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.
- K. Payment of compensation to workmen for work performed on public work on a lump sum basis, or apiece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the Regulations, regardless of the average hourly earnings resulting therefrom.
- L. Each Contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Contract with Owner, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the Contract as prescribed by the Regulations, or if any wages remain unpaid, to the amount of wages due and owing to each workman respectively.

UPPER DUBLIN TOWNSHIP  
520 VIRGINIA DRIVE  
GUARANTEED ENERGY SAVINGS PROJECT

M. The provision of the Act and the Regulations are incorporated by reference in the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 007343**

UPPER DUBLIN TOWNSHIP  
520 VIRGINIA DRIVE  
GUARANTEED ENERGY SAVINGS PROJECT

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**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

Project Name:	520 Virginia Drive - Guaranteed Energy Savings Project
Awarding Agency:	Upper Dublin Township
Contract Award Date:	2/12/2019
Serial Number:	18-07787
Project Classification:	Building
Determination Date:	12/4/2018
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Montgomery County

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 18-07787 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Asbestos & Insulation Workers	5/1/2018		\$49.30	\$35.85	\$85.15
Asbestos & Insulation Workers	5/29/2017		\$47.30	\$34.85	\$82.15
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Bricklayer	5/1/2019		\$46.48	\$26.78	\$73.26
Bricklayer	5/1/2018		\$43.73	\$26.78	\$70.51
Bricklayer	5/1/2017		\$40.98	\$26.78	\$67.76
Carpenter - Chief of Party (Surveying & Layout)	5/1/2018	4/30/2019	\$45.83	\$27.59	\$73.42
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$45.25	\$27.59	\$72.84
Carpenter - Chief of Party (Surveying & Layout)	5/1/2020		\$48.18	\$27.59	\$75.77
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019	4/30/2020	\$47.00	\$27.59	\$74.59
Carpenter - Instrument Person (Surveying & Layout)	5/1/2018	4/30/2019	\$39.85	\$27.59	\$67.44
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$39.35	\$27.59	\$66.94
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019	4/30/2020	\$40.87	\$27.59	\$68.46
Carpenter - Instrument Person (Surveying & Layout)	5/1/2020		\$41.90	\$27.59	\$69.49
Carpenter - Rodman (Surveying & Layout)	5/1/2019	4/30/2020	\$20.44	\$19.49	\$39.93
Carpenter - Rodman (Surveying & Layout)	5/1/2018	4/30/2019	\$19.93	\$19.49	\$39.42
Carpenter - Rodman (Surveying & Layout)	5/1/2020		\$20.95	\$19.49	\$40.44
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$19.68	\$19.64	\$39.32
Carpenters	5/1/2019	4/30/2020	\$40.87	\$27.59	\$68.46
Carpenters	5/1/2017		\$39.35	\$27.59	\$66.94
Carpenters	5/1/2018	4/30/2019	\$39.85	\$27.59	\$67.44
Carpenters	5/1/2020		\$41.90	\$27.59	\$69.49
Cement Masons	5/1/2018		\$37.50	\$32.26	\$69.76
Cement Masons	5/1/2017		\$36.45	\$31.76	\$68.21
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2018		\$43.45	\$34.47	\$77.92
Dockbuilder/Piledriver (Building, Heavy, Highway)	11/1/2017		\$43.45	\$33.22	\$76.67
Dockbuilder/Piledriver (Building, Heavy, Highway)	5/1/2018		\$44.70	\$33.22	\$77.92
Drywall Finisher	5/1/2017		\$37.11	\$26.75	\$63.86
Drywall Finisher	5/1/2018	4/30/2019	\$39.27	\$27.49	\$66.76
Electricians	4/29/2018		\$58.33	\$37.41	\$95.74
Electricians	4/30/2017		\$56.50	\$36.24	\$92.74
Elevator Constructor	1/1/2018		\$55.76	\$33.05	\$88.81
Floor Layer	5/1/2018		\$43.11	\$28.09	\$71.20
Floor Layer	5/1/2017		\$42.51	\$27.91	\$70.42
Glazier	5/1/2018	4/30/2019	\$43.32	\$32.33	\$75.65
Glazier	5/1/2017		\$41.30	\$31.80	\$73.10
Iron Workers	7/1/2018		\$48.80	\$34.16	\$82.96
Iron Workers	7/1/2017		\$47.30	\$32.91	\$80.21
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2017		\$42.56	\$29.30	\$71.86
Iron Workers (Riggers)	7/1/2017		\$39.83	\$27.92	\$67.75

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 18-07787 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Laborers (Class 01 - See notes)	5/1/2017		\$28.65	\$24.95	\$53.60
Laborers (Class 02 - See notes)	5/1/2017		\$30.85	\$25.65	\$56.50
Laborers (Class 03 - See notes)	5/1/2017		\$28.92	\$25.18	\$54.10
Laborers (Class 04 - See notes)	5/1/2017		\$28.95	\$24.95	\$53.90
Laborers (Class 05 - See notes)	5/1/2017		\$28.65	\$24.95	\$53.60
Landscape Laborer	5/1/2017		\$22.71	\$23.08	\$45.79
Marble Finisher	5/1/2017		\$35.55	\$24.17	\$59.72
Marble Finisher	5/1/2018		\$37.55	\$24.17	\$61.72
Marble Finisher	5/1/2019		\$39.75	\$24.17	\$63.92
Marble Mason	5/1/2018		\$43.11	\$26.99	\$70.10
Marble Mason	5/1/2019		\$45.86	\$26.99	\$72.85
Marble Mason	5/1/2017		\$40.36	\$26.99	\$67.35
Millwright	5/1/2018		\$43.33	\$32.96	\$76.29
Millwright	7/1/2017		\$41.35	\$32.24	\$73.59
Operators (Building, Class 01 - See Notes)	5/1/2018		\$46.41	\$28.60	\$75.01
Operators (Building, Class 01 - See Notes)	5/1/2021		\$51.04	\$29.97	\$81.01
Operators (Building, Class 01 - See Notes)	5/1/2017		\$44.87	\$28.14	\$73.01
Operators (Building, Class 01 - See Notes)	5/1/2019		\$47.95	\$29.06	\$77.01
Operators (Building, Class 01 - See Notes)	5/1/2020		\$49.50	\$29.51	\$79.01
Operators (Building, Class 01A - See Notes)	5/1/2021		\$54.05	\$30.85	\$84.90
Operators (Building, Class 01A - See Notes)	5/1/2017		\$47.86	\$29.03	\$76.89
Operators (Building, Class 01A - See Notes)	5/1/2020		\$52.50	\$30.40	\$82.90
Operators (Building, Class 01A - See Notes)	5/1/2018		\$49.41	\$29.49	\$78.90
Operators (Building, Class 01A - See Notes)	5/1/2019		\$50.96	\$29.94	\$80.90
Operators (Building, Class 02 - See Notes)	5/1/2020		\$49.25	\$29.44	\$78.69
Operators (Building, Class 02 - See Notes)	5/1/2021		\$50.80	\$29.89	\$80.69
Operators (Building, Class 02 - See Notes)	5/1/2019		\$47.70	\$28.99	\$76.69
Operators (Building, Class 02 - See Notes)	5/1/2017		\$44.62	\$28.07	\$72.69
Operators (Building, Class 02 - See Notes)	5/1/2018		\$46.16	\$28.53	\$74.69
Operators (Building, Class 02A - See Notes)	5/1/2020		\$52.26	\$30.31	\$82.57
Operators (Building, Class 02A - See Notes)	5/1/2021		\$53.81	\$30.77	\$84.58
Operators (Building, Class 02A - See Notes)	5/1/2019		\$50.71	\$29.87	\$80.58
Operators (Building, Class 02A - See Notes)	5/1/2017		\$47.61	\$28.97	\$76.58
Operators (Building, Class 02A - See Notes)	5/1/2018		\$49.16	\$29.42	\$78.58
Operators (Building, Class 03 - See Notes)	5/1/2020		\$45.17	\$28.24	\$73.41
Operators (Building, Class 03 - See Notes)	5/1/2021		\$46.71	\$28.69	\$75.40
Operators (Building, Class 03 - See Notes)	5/1/2019		\$43.62	\$27.78	\$71.40
Operators (Building, Class 03 - See Notes)	5/1/2017		\$40.53	\$26.87	\$67.40
Operators (Building, Class 03 - See Notes)	5/1/2018		\$42.07	\$27.33	\$69.40
Operators (Building, Class 04 - See Notes)	5/1/2020		\$44.86	\$28.14	\$73.00
Operators (Building, Class 04 - See Notes)	5/1/2021		\$46.41	\$28.60	\$75.01
Operators (Building, Class 04 - See Notes)	5/1/2019		\$43.32	\$27.69	\$71.01
Operators (Building, Class 04 - See Notes)	5/1/2017		\$40.24	\$26.78	\$67.02
Operators (Building, Class 04 - See Notes)	5/1/2018		\$41.78	\$27.22	\$69.00

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 18-07787 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Building, Class 05 - See Notes)	5/1/2020		\$43.14	\$27.64	\$70.78
Operators (Building, Class 05 - See Notes)	5/1/2021		\$44.69	\$28.10	\$72.79
Operators (Building, Class 05 - See Notes)	5/1/2019		\$41.60	\$27.18	\$68.78
Operators (Building, Class 05 - See Notes)	5/1/2017		\$38.51	\$26.27	\$64.78
Operators (Building, Class 05 - See Notes)	5/1/2018		\$40.05	\$26.73	\$66.78
Operators (Building, Class 06 - See Notes)	5/1/2020		\$42.16	\$27.35	\$69.51
Operators (Building, Class 06 - See Notes)	5/1/2021		\$43.70	\$27.80	\$71.50
Operators (Building, Class 06 - See Notes)	5/1/2019		\$40.61	\$26.89	\$67.50
Operators (Building, Class 06 - See Notes)	5/1/2017		\$37.52	\$25.98	\$63.50
Operators (Building, Class 06 - See Notes)	5/1/2018		\$39.07	\$26.43	\$65.50
Operators (Building, Class 07A- See Notes)	5/1/2021		\$61.55	\$34.65	\$96.20
Operators (Building, Class 07A- See Notes)	5/1/2017		\$54.14	\$32.47	\$86.61
Operators (Building, Class 07A- See Notes)	5/1/2020		\$59.70	\$34.10	\$93.80
Operators (Building, Class 07A- See Notes)	5/1/2018		\$55.99	\$33.02	\$89.01
Operators (Building, Class 07A- See Notes)	5/1/2019		\$57.84	\$33.57	\$91.41
Operators (Building, Class 07B- See Notes)	5/1/2021		\$61.26	\$34.58	\$95.84
Operators (Building, Class 07B- See Notes)	5/1/2018		\$55.70	\$32.92	\$88.62
Operators (Building, Class 07B- See Notes)	5/1/2019		\$57.55	\$33.47	\$91.02
Operators (Building, Class 07B- See Notes)	5/1/2020		\$59.40	\$34.03	\$93.43
Operators (Building, Class 07B- See Notes)	5/1/2017		\$53.84	\$32.40	\$86.24
Painter	5/1/2018	4/30/2019	\$38.64	\$27.64	\$66.28
Painters Class 1 (see notes)	5/1/2017		\$37.82	\$26.46	\$64.28
Painters Class 1 (see notes)	2/1/2018		\$43.18	\$27.23	\$70.41
Painters (Bridges, Stacks, Towers)	2/1/2018	1/31/2019	\$54.15	\$27.52	\$81.67
Painters (Brush and Roller)(Industrial)	2/1/2018	1/31/2019	\$43.18	\$27.23	\$70.41
Painters Class 2 (see notes)	2/1/2018		\$54.14	\$27.27	\$81.41
Painters Class 2 (see notes)	2/1/2017		\$53.67	\$26.09	\$79.76
Painters Class 3 (see notes)	5/1/2017		\$38.20	\$26.46	\$64.66
Plasterers	5/1/2018		\$37.42	\$30.04	\$67.46
Plasterers	5/1/2017		\$37.42	\$28.83	\$66.25
plumber	5/1/2018	4/30/2019	\$53.45	\$33.54	\$86.99
Plumbers	5/1/2017		\$51.42	\$32.57	\$83.99
Pointers, Caulkers, Cleaners	5/1/2018		\$45.01	\$25.69	\$70.70
Pointers, Caulkers, Cleaners	5/1/2017		\$42.26	\$25.69	\$67.95
Pointers, Caulkers, Cleaners	5/1/2019		\$47.76	\$25.69	\$73.45
Roofers (Composition)	5/1/2017		\$36.15	\$30.22	\$66.37
Roofers (Composition)	5/1/2018		\$37.15	\$31.27	\$68.42
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Shingle, Slate, Tile)	5/1/2018		\$27.50	\$20.37	\$47.87
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Roofers (Slate & Tile)	5/1/2018		\$30.50	\$20.37	\$50.87
Sheet Metal Workers	5/1/2017		\$46.42	\$39.51	\$85.93
Sheet Metal Workers	5/1/2018		\$47.58	\$41.60	\$89.18
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 18-07787 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Steamfitters	5/1/2017		\$54.64	\$32.53	\$87.17
Steamfitters	5/1/2018		\$56.37	\$34.39	\$90.76
Stone Masons	5/1/2018		\$43.11	\$26.99	\$70.10
Stone Masons	5/1/2019		\$45.86	\$26.99	\$72.85
Stone Masons	5/1/2017		\$40.36	\$26.99	\$67.35
Terrazzo Finisher	5/1/2019		\$43.61	\$22.73	\$66.34
Terrazzo Finisher	5/1/2018		\$41.31	\$22.73	\$64.04
Terrazzo Finisher	5/1/2017		\$39.06	\$22.73	\$61.79
Terrazzo Grinder	5/1/2018		\$41.58	\$22.73	\$64.31
Terrazzo Grinder	5/1/2019		\$43.88	\$22.73	\$66.61
Terrazzo Grinder	5/1/2017		\$39.33	\$22.73	\$62.06
Terrazzo Mechanics	5/1/2019		\$49.21	\$24.81	\$74.02
Terrazzo Mechanics	5/1/2018		\$46.46	\$24.81	\$71.27
Terrazzo Mechanics	5/1/2017		\$43.71	\$24.81	\$68.52
Tile Finisher	5/1/2018		\$37.55	\$24.17	\$61.72
Tile Finisher	5/1/2019		\$39.75	\$24.17	\$63.92
Tile Finisher	5/1/2017		\$35.55	\$24.17	\$59.72
Tile Setter	5/1/2019		\$49.21	\$24.81	\$74.02
Tile Setter	5/1/2018		\$46.46	\$24.81	\$71.27
Tile Setter	5/1/2017		\$43.71	\$24.81	\$68.52
Truckdriver class 1(see notes)	5/1/2020		\$34.93	\$17.96	\$52.89
Truckdriver class 1(see notes)	5/1/2021		\$36.48	\$17.96	\$54.44
Truckdriver class 1(see notes)	5/1/2019		\$33.43	\$17.96	\$51.39
Truckdriver class 1(see notes)	5/1/2017		\$30.46	\$17.96	\$48.42
Truckdriver class 1(see notes)	5/1/2018		\$31.93	\$17.96	\$49.89
Truckdriver class 2 (see notes)	5/1/2020		\$35.03	\$17.96	\$52.99
Truckdriver class 2 (see notes)	5/1/2021		\$36.58	\$17.96	\$54.54
Truckdriver class 2 (see notes)	5/1/2019		\$33.53	\$17.96	\$51.49
Truckdriver class 2 (see notes)	5/1/2017		\$30.56	\$17.96	\$48.52
Truckdriver class 2 (see notes)	5/1/2018		\$32.03	\$17.96	\$49.99
Truckdriver class 3 (see notes)	5/1/2020		\$35.28	\$17.96	\$53.24
Truckdriver class 3 (see notes)	5/1/2021		\$36.83	\$17.96	\$54.79
Truckdriver class 3 (see notes)	5/1/2019		\$33.78	\$17.96	\$51.74
Truckdriver class 3 (see notes)	5/1/2017		\$30.56	\$17.96	\$48.52
Truckdriver class 3 (see notes)	5/1/2018		\$32.28	\$17.96	\$50.24

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 18-07787 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Carpenter	5/1/2021		\$52.11	\$27.69	\$79.80
Carpenter	5/1/2020	4/30/2021	\$50.11	\$27.69	\$77.80
Carpenter	5/1/2019	4/30/2020	\$48.16	\$27.69	\$75.85
Carpenter	5/1/2018	4/30/2019	\$46.26	\$27.69	\$73.95
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		\$59.93	\$27.69	\$87.62
Carpenter - Chief of Party (Surveying & Layout)	5/1/2020	4/30/2021	\$57.63	\$27.69	\$85.32
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019	4/30/2020	\$55.38	\$27.69	\$83.07
Carpenter - Chief of Party (Surveying & Layout)	5/1/2018	4/30/2019	\$53.20	\$27.69	\$80.89
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$51.42	\$27.39	\$78.81
Carpenter - Instrument Person (Surveying & Layout)	5/1/2020	4/30/2021	\$50.11	\$27.69	\$77.80
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		\$52.11	\$27.69	\$79.80
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019	4/30/2020	\$48.16	\$27.69	\$75.85
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$44.71	\$27.39	\$72.10
Carpenter - Instrument Person (Surveying & Layout)	5/1/2018	4/30/2019	\$46.26	\$27.69	\$73.95
Carpenter - Rodman (Surveying & Layout)	5/1/2020	4/30/2021	\$40.09	\$21.34	\$61.43
Carpenter - Rodman (Surveying & Layout)	5/1/2021		\$41.69	\$21.34	\$63.03
Carpenter - Rodman (Surveying & Layout)	5/1/2019	4/30/2020	\$38.53	\$21.34	\$59.87
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$35.77	\$21.19	\$56.96
Carpenter - Rodman (Surveying & Layout)	5/1/2018	4/30/2019	\$37.01	\$21.34	\$58.35
Carpenters	5/1/2020		\$50.41	\$27.39	\$77.80
Carpenters	5/1/2021		\$52.41	\$27.39	\$79.80
Carpenters	5/1/2019		\$48.46	\$27.39	\$75.85
Carpenters	5/1/2017		\$44.71	\$27.39	\$72.10
Carpenters	5/1/2018		\$46.56	\$27.39	\$73.95
Cement Masons	5/1/2017		\$34.45	\$31.51	\$65.96
Cement Masons	5/1/2020		\$39.70	\$31.51	\$71.21
Cement Masons	5/1/2021		\$41.55	\$31.51	\$73.06
Cement Masons	5/1/2018		\$35.65	\$32.01	\$67.66
Cement Masons	5/1/2019		\$37.90	\$31.51	\$69.41
Electric Lineman	5/27/2019		\$54.66	\$28.56	\$83.22
Electric Lineman	5/28/2018		\$53.64	\$27.45	\$81.09
Electric Lineman	5/29/2017		\$52.60	\$26.37	\$78.97
Iron Workers	7/1/2017		\$47.30	\$32.91	\$80.21
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2017		\$44.20	\$31.26	\$75.46
Laborers (Class 01 - See notes)	5/1/2019		\$32.80	\$25.65	\$58.45
Laborers (Class 01 - See notes)	5/1/2021		\$36.20	\$25.65	\$61.85
Laborers (Class 01 - See notes)	5/1/2020		\$34.45	\$25.65	\$60.10
Laborers (Class 01 - See notes)	5/1/2018		\$31.25	\$25.65	\$56.90
Laborers (Class 01 - See notes)	5/1/2017		\$29.75	\$25.65	\$55.40
Laborers (Class 02 - See notes)	5/1/2021		\$36.40	\$25.65	\$62.05
Laborers (Class 02 - See notes)	5/1/2018		\$31.45	\$25.65	\$57.10
Laborers (Class 02 - See notes)	5/1/2017		\$29.95	\$25.65	\$55.60
Laborers (Class 02 - See notes)	5/1/2020		\$34.65	\$25.65	\$60.30
Laborers (Class 02 - See notes)	5/1/2019		\$33.00	\$25.65	\$58.65

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 18-07787 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Laborers (Class 03 - See notes)	5/1/2021		\$36.40	\$25.65	\$62.05
Laborers (Class 03 - See notes)	5/1/2020		\$34.65	\$25.65	\$60.30
Laborers (Class 03 - See notes)	5/1/2019		\$33.00	\$25.65	\$58.65
Laborers (Class 03 - See notes)	5/1/2018		\$31.45	\$25.65	\$57.10
Laborers (Class 03 - See notes)	5/1/2017		\$29.95	\$25.65	\$55.60
Laborers (Class 04 - See notes)	5/1/2018		\$26.05	\$25.65	\$51.70
Laborers (Class 04 - See notes)	5/1/2021		\$31.00	\$25.65	\$56.65
Laborers (Class 04 - See notes)	5/1/2019		\$27.60	\$25.65	\$53.25
Laborers (Class 04 - See notes)	5/1/2020		\$29.25	\$25.65	\$54.90
Laborers (Class 04 - See notes)	5/1/2017		\$24.55	\$25.65	\$50.20
Laborers (Class 05 - See notes)	5/1/2019		\$33.65	\$25.65	\$59.30
Laborers (Class 05 - See notes)	5/1/2018		\$32.10	\$25.65	\$57.75
Laborers (Class 05 - See notes)	5/1/2017		\$30.60	\$25.65	\$56.25
Laborers (Class 05 - See notes)	5/1/2020		\$35.30	\$25.65	\$60.95
Laborers (Class 05 - See notes)	5/1/2021		\$37.05	\$25.65	\$62.70
Laborers (Class 06 - See notes)	5/1/2019		\$33.70	\$25.65	\$59.35
Laborers (Class 06 - See notes)	5/1/2018		\$32.15	\$25.65	\$57.80
Laborers (Class 06 - See notes)	5/1/2017		\$30.65	\$25.65	\$56.30
Laborers (Class 06 - See notes)	5/1/2021		\$37.10	\$25.65	\$62.75
Laborers (Class 06 - See notes)	5/1/2020		\$35.35	\$25.65	\$61.00
Laborers (Class 07 - See notes)	5/1/2017		\$30.50	\$25.65	\$56.15
Laborers (Class 07 - See notes)	5/1/2019		\$33.55	\$25.65	\$59.20
Laborers (Class 07 - See notes)	5/1/2018		\$32.00	\$25.65	\$57.65
Laborers (Class 07 - See notes)	5/1/2020		\$35.20	\$25.65	\$60.85
Laborers (Class 07 - See notes)	5/1/2021		\$36.95	\$25.65	\$62.60
Laborers (Class 08 - See notes)	5/1/2018		\$31.75	\$25.65	\$57.40
Laborers (Class 08 - See notes)	5/1/2019		\$33.30	\$25.65	\$58.95
Laborers (Class 08 - See notes)	5/1/2020		\$34.95	\$25.65	\$60.60
Laborers (Class 08 - See notes)	5/1/2017		\$30.25	\$25.65	\$55.90
Laborers (Class 08 - See notes)	5/1/2021		\$36.70	\$25.65	\$62.35
Laborers (Class 09 - See notes)	5/1/2017		\$30.10	\$25.65	\$55.75
Laborers (Class 09 - See notes)	5/1/2021		\$36.55	\$25.65	\$62.20
Laborers (Class 09 - See notes)	5/1/2018		\$31.60	\$25.65	\$57.25
Laborers (Class 09 - See notes)	5/1/2020		\$34.80	\$25.65	\$60.45
Laborers (Class 09 - See notes)	5/1/2019		\$33.15	\$25.65	\$58.80
Laborers (Class 10- See notes)	5/1/2018		\$33.30	\$25.65	\$58.95
Laborers (Class 10- See notes)	5/1/2020		\$34.95	\$25.65	\$60.60
Laborers (Class 10- See notes)	5/1/2021		\$36.70	\$25.65	\$62.35
Laborers (Class 10- See notes)	5/1/2017		\$30.25	\$25.65	\$55.90
Laborers (Class 10- See notes)	5/1/2018		\$31.75	\$25.65	\$57.40
Laborers (Class 11 -See Notes)	5/1/2019		\$33.10	\$25.65	\$58.75
Laborers (Class 11 -See Notes)	5/1/2018		\$31.55	\$25.65	\$57.20
Laborers (Class 11 -See Notes)	5/1/2017		\$30.15	\$25.65	\$55.80
Laborers (Class 11 -See Notes)	5/1/2021		\$36.50	\$25.65	\$62.15

**BUREAU OF LABOR LAW COMPLIANCE  
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<b>Project: 18-07787 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Laborers (Class 11 -See Notes)	5/1/2020		\$34.75	\$25.65	\$60.40
Laborers (Class 12 -See Notes)	5/1/2021		\$37.40	\$25.65	\$63.05
Laborers (Class 12 -See Notes)	5/1/2019		\$34.00	\$25.65	\$59.65
Laborers (Class 12 -See Notes)	5/1/2020		\$35.65	\$25.65	\$61.30
Laborers (Class 12 -See Notes)	5/1/2018		\$32.45	\$25.65	\$58.10
Laborers (Class 12 -See Notes)	5/1/2017		\$31.85	\$25.65	\$57.50
Laborers (Class 13 -See Notes)	5/1/2017		\$33.88	\$25.65	\$59.53
Laborers (Class 13 -See Notes)	5/1/2019		\$36.93	\$25.65	\$62.58
Laborers (Class 13 -See Notes)	5/1/2020		\$38.58	\$25.65	\$64.23
Laborers (Class 13 -See Notes)	5/1/2021		\$40.33	\$25.65	\$65.98
Laborers (Class 13 -See Notes)	5/1/2018		\$35.38	\$25.65	\$61.03
Laborers (Class 14 -See Notes)	5/1/2017		\$30.00	\$25.65	\$55.65
Laborers (Class 14 -See Notes)	5/1/2020		\$34.70	\$25.65	\$60.35
Laborers (Class 14 -See Notes)	5/1/2018		\$31.50	\$25.65	\$57.15
Laborers (Class 14 -See Notes)	5/1/2021		\$36.45	\$25.65	\$62.10
Laborers (Class 14 -See Notes)	5/1/2019		\$33.05	\$25.65	\$58.70
Laborers Utility (PGW ONLY)	5/1/2017		\$30.55	\$17.58	\$48.13
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2017		\$23.52	\$17.58	\$41.10
Landscape Laborer	4/1/2016		\$21.19	\$22.65	\$43.84
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2018		\$46.41	\$28.60	\$75.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2020		\$49.50	\$29.51	\$79.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2021		\$51.04	\$29.97	\$81.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2019		\$47.95	\$29.06	\$77.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2017		\$44.87	\$28.14	\$73.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2017		\$47.86	\$29.03	\$76.89
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2019		\$50.96	\$29.94	\$80.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2020		\$52.50	\$30.40	\$82.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2021		\$54.05	\$30.85	\$84.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2018		\$49.41	\$29.49	\$78.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2018		\$46.16	\$28.53	\$74.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2017		\$44.62	\$28.07	\$72.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2020		\$49.25	\$29.44	\$78.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2021		\$50.80	\$29.89	\$80.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2019		\$47.70	\$28.99	\$76.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2018		\$49.16	\$29.42	\$78.58

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 18-07787 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Highway)					
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2017		\$47.61	\$28.97	\$76.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2020		\$52.26	\$30.31	\$82.57
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2021		\$53.81	\$30.77	\$84.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2020		\$45.17	\$28.24	\$73.41
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2021		\$46.71	\$28.69	\$75.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2017		\$40.53	\$26.87	\$67.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2018		\$42.07	\$27.33	\$69.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2019		\$43.62	\$27.78	\$71.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2020		\$44.86	\$28.14	\$73.00
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2021		\$46.41	\$28.60	\$75.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2017		\$40.24	\$26.78	\$67.02
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2018		\$41.78	\$27.22	\$69.00
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2019		\$43.32	\$27.69	\$71.01
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2019		\$41.60	\$27.18	\$68.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2021		\$44.69	\$28.10	\$72.79
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2020		\$43.14	\$27.64	\$70.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2017		\$38.51	\$26.27	\$64.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2018		\$40.05	\$26.73	\$66.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2019		\$40.61	\$26.89	\$67.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2021		\$43.70	\$27.80	\$71.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2020		\$42.16	\$27.35	\$69.51
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2017		\$37.52	\$25.98	\$63.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2018		\$39.07	\$26.43	\$65.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2018		\$55.99	\$33.02	\$89.01
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2021		\$61.55	\$34.65	\$96.20
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2020		\$59.70	\$34.10	\$93.80

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 18-07787 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2019		\$57.84	\$33.57	\$91.41
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2017		\$54.14	\$32.47	\$86.61
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2017		\$53.84	\$32.40	\$86.24
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2021		\$61.28	\$34.58	\$95.86
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2018		\$55.70	\$32.92	\$88.62
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2019		\$57.55	\$33.47	\$91.02
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2020		\$59.40	\$34.03	\$93.43
Painters (Bridges, Stacks, Towers)	2/1/2017		\$53.67	\$26.09	\$79.76
Painters (Bridges, Stacks, Towers)	2/1/2018		\$54.14	\$27.27	\$81.41
Steamfitters	5/1/2018		\$56.37	\$34.39	\$90.76
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$51.91	\$32.53	\$84.44
Truckdriver class 1(see notes)	5/1/2021		\$36.33	\$17.96	\$54.29
Truckdriver class 1(see notes)	5/1/2018		\$31.78	\$17.96	\$49.74
Truckdriver class 1(see notes)	5/1/2020		\$34.78	\$17.96	\$52.74
Truckdriver class 1(see notes)	5/1/2019		\$33.28	\$17.96	\$51.24
Truckdriver class 1(see notes)	5/1/2017		\$30.31	\$17.96	\$48.27
Truckdriver class 2 (see notes)	5/1/2018		\$31.88	\$17.96	\$49.84
Truckdriver class 2 (see notes)	5/1/2017		\$30.41	\$17.96	\$48.37
Truckdriver class 2 (see notes)	5/1/2019		\$33.38	\$17.96	\$51.34
Truckdriver class 2 (see notes)	5/1/2020		\$34.88	\$17.96	\$52.84
Truckdriver class 2 (see notes)	5/1/2021		\$36.43	\$17.96	\$54.39
Truckdriver class 3 (see notes)	5/1/2017		\$30.66	\$17.96	\$48.62
Truckdriver class 3 (see notes)	5/1/2021		\$36.68	\$17.96	\$54.64
Truckdriver class 3 (see notes)	5/1/2018		\$32.13	\$17.96	\$50.09
Truckdriver class 3 (see notes)	5/1/2019		\$33.63	\$17.96	\$51.59
Truckdriver class 3 (see notes)	5/1/2020		\$35.13	\$17.96	\$53.09

**SECTION 008200 - SAFETY & HEALTH MANAGEMENT PLAN PROJECT REQUIREMENTS**

The Safety and Health Management Plan requirements are the minimum parameters that contractors must comply with. Contractors are required to prepare their own Safety Plan and comply with all applicable regulations.

As used in this Safety and Health Management Plan (herein referred to as "Plan"), "Contractor" shall mean the controlling Contractor (who has a contractual agreement with the Owner), who shall comply with these minimum requirements. The Contractor shall also agree to require each of their Subcontractors and Sub-subcontractors to comply with the minimum requirements of this Plan.

**It is the responsibility of the Contractor to maintain total control of Safety to ensure that employees and the general public will be provided with a hazard free environment during Construction and renovation activities. This Plan does not relieve the Contractor of their responsibilities regarding the safety of their employees and the preservation of property. The Contractor agrees that he and all his Subcontractors or Sub-subcontractors shall be fully responsible for project Safety and Health Management. The Owner and Engineer shall not be responsible for any Safety precautions and programs in connection with the work.**

**The Contractor and Subcontractors of all tiers are solely responsible for safety on the job site and with respect to the work and indemnify, hold harmless and waive all claims against the Owner and/or the Engineer based on, arising out of or in any way involving any actual or alleged non-compliance with the Safety and Health Management Plan.**

The Federal Occupational Safety and Health Act as well as other federal, state, and local regulations promulgated in the Interest of Safety are required by law and this Plan.

The Safety Requirements of this Plan is a supplementary document to all Government rules and regulations. It does not negate, abrogate, alter or otherwise change any provisions of those rules and/or regulations, and is intended to supplement and enforce the individual program of each Contractor and the overall safety effort. It is understood that the ultimate responsibility for providing a safe workplace rests with each individual Contractor.

I hereby acknowledge that I have received, read and evaluated the Project Safety and Health Management Plan and I hereby certify that I will ensure that at a minimum its requirements and conditions are fulfilled.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contractor – Project Manager

\_\_\_\_\_  
Contractor – Field Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Project Safety and Health Management Plan**

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## **1.0 Introduction**

The Safety and Health Management Plan requirements are the minimum parameters that contractors must comply with. Contractors are required to prepare their own Safety Plan and comply with all applicable regulations. These requirements have not been prepared by the Architect.

This Safety and Health Management Plan (herein referred to as “Plan”) is intended to establish uniform policies and procedures for all Contractors, with the goal of reducing the frequency and severity of accidents. This Plan applies to all Work performed on the Project.

1. Contractor shall implement, maintain and adhere to a written Contractor Safety Program as required by the Bid Documents. Contractor, upon request, shall submit the Contractor Safety Program to the Owner or its representatives prior to commencement of the Work. In the event that the Contractor Safety Program does not comply with the requirements of this Agreement or of the Plan incorporated into this Agreement, the Contractor Safety Program shall be redrafted to comply with this Agreement and with the Plan, whichever provides the highest level of Safety. (The Contractor may, however, incorporate this Plan into their Safety Program for this project by reference.) One or more copies of the written Contractor Safety Program must be maintained on-site for employee review. Before the Contractor or any Subcontractor commences Work, the Contractor or Subcontractor, as applicable, shall make available to employees a copy of the Contractor Safety Program and the Contractor or Subcontractor, as applicable, and shall certify that prior to any employee, or any employee of any Subcontractor, beginning Work on the Project, the employees have been oriented with regards to the written Contractor Safety Program and have been directed by the Contractor or Subcontractor or its representatives to comply with Program requirements.
2. The Contractor, all Subcontractors and Sub-subcontractors shall assume all costs related, but not limited to, Personal Protective Equipment, Drug and Alcohol Free Workplace Substance Abuse Program, all training requirements, etc.
3. Compliance with the Plan is a requirement of the Contract. Failure to comply will be considered a breach of Contract, subject to the remedies provided in the Contract including, but not limited to, withholding of progress payments or termination for cause.
4. The Contractor, all Subcontractors and Sub-subcontractors shall immediately correct unsafe conditions.
5. If the Contractor, any Subcontractors or Sub-subcontractor refuses to correct an unsafe condition, the Owner and/or its representatives is authorized to stop that portion of the Work until the Work can continue in accordance with the requirements of this Plan. The cost to bring the Work activity into compliance shall be incurred by the Contractor, Subcontractors and/or Sub-subcontractors and at no time shall the costs be charged to the Owner.
6. Each Contractor, all Subcontractors and Sub-subcontractors shall be responsible for payment of all fines, damages or other costs resulting from failure to comply with the Plan requirements. The Contractor shall reimburse the Owner for any fines, damages or costs incurred (including the costs of attorneys' fees for defense and appeals) arising out of the Contractor's operations.

## **2.0 General Requirements**

Each Contractor, Subcontractor and Sub-subcontractor shall: (a) be solely responsible for the health, safety and security of employees and others under its control and/or supervision; and (b) comply with the terms and conditions of the Project Safety and Health Management Plan (herein referred to as "Plan") attached hereto and incorporated herein by reference as if fully set forth herein. The Project Manager and Field Supervisor of each Contractor and Subcontractor must execute a copy of the Plan certifying that each will ensure that the requirements of the Plan will be fulfilled. Notwithstanding anything to the contrary that is contained herein or in the Project Safety and Health Management Plan, the Contractor and Subcontractors of all tiers are solely responsible for safety on the job site and with respect to the work and indemnify, hold harmless and waive all claims against the Owner and the Engineer based on, arising out of or in any way involving any actual or alleged non-compliance with the Safety and Health Management Plan.

1. Contractor shall conduct its business in a professional manner to prevent the occurrence of incidents that lead to injuries or illnesses and/or equipment and property damage. Safety, health and security requirements for the Work under this Contract shall be administered by the Contractor and all of its Subcontractors and Sub-subcontractors in accordance with the following:
  - a. The importance of Safety with respect to all Work shall be recognized and accident prevention shall be an integral part of all planning and operations by the Contractor and its Subcontractors;
  - b. Contractor, Subcontractors and Sub-subcontractors shall conduct Work in accordance with: (i) the Occupational Safety and Health Act of 1970 (OSHA) and all additions, amendments and revisions thereto; and (ii) the Plan;
  - c. Contractor, Subcontractors and Sub-subcontractors shall follow all applicable federal, state and local laws/regulations pertaining to pollution control, water supply, fire protection, sanitation facilities, waste disposal and other related items;
  - d. Contractor, Subcontractors and Sub-subcontractors shall cooperate fully with the Owner and its representatives and all other Contractors and Subcontractors in providing and managing safety, health and security programs with respect to the Work;
  - e. Housekeeping shall be observed at all times and waste, debris and garbage shall be removed daily and placed in appropriate waste containers. All materials, tools and equipment shall be stored in a safe and orderly fashion.
  - f. Should Owner or its representatives notify Contractor of any safety non-compliance resulting in an unsafe act or improper equipment operation that puts the life and/or safety of Job Site personnel or other persons at risk, the Owner or its representatives shall have the right to immediately stop such Work or acts. Contractor shall correct the hazard or condition within the time specified prior to resuming Work in the area. Nothing in this Contract shall be construed as creating any duty on the part of the Owner or the Engineer to inspect the Work for safety.

## **2. Safety Program**

- a. Any Contractor shall provide a site Safety Representative knowledgeable in the areas of construction safety, health and fire prevention. The Safety Representatives shall have completed the OSHA 500 Construction and Outreach Training Program, or have equivalent experience or training, as a minimum. This individual shall have the authority to act as

liaison with the Owner and/or its representatives, other Contractors and Subcontractors on all matters related to safety. This individual shall have full authority to ensure safe Work practices and to correct unsafe or hazardous conditions. All Subcontractors shall designate a member of supervision, who may have other duties, as its Safety Representative whose duty shall be the prevention of accidents. The Safety Representative shall have a current (within the last Two (2) Years) OSHA 10 Hour Construction Outreach Training Certificate.

- b. Contractor shall inform the Owner and/or its representatives of any federal or state inspections. Contractor shall provide Owner and/or its representatives with copies of all federal and state inspection reports, citations, penalties, abatement dates, and the like, with respect to the Work or any aspect of the Work under this Contract.
- c. The Contractor shall cooperate with the Owner and/or its representatives, who may periodically observe any aspect of the Work and/or the Project Work Site without prior notice.
- d. All lay down and storage areas shall be coordinated with the designated Project official prior to set-up of these areas. Contractor shall be responsible for the security of said area(s) and for all material, equipment and tools.
- d. Any media contact or responses to media inquiries shall be directed to the Project official designated by the Owner. Contractor and Subcontractor shall not discuss accidents, incidents or other related issues with the media.
- f. All employee vehicles shall be restricted to designated parking areas. All parking areas shall be coordinated with the designated Project official.

### **3. Employee and Visitor Dress Requirements**

- a. All projects shall enforce a One Hundred Percent (100%) hard hat requirement for all construction areas. All supervisors, employees and visitors shall be required to wear hard hats while on the Project Site.
- b. Contractor shall ensure that all workers wear durable work shoes and under no condition shall employees wear shorts, tank tops, sleeveless shirts, clogs or footwear with large openings, street shoes, tennis shoes or sandals.
- c. All Contractors shall enforce the required no smoking/vaping policy for the entire project site at all times.

### **4. Failure to Comply with Safety Regulations**

- a. Failure to comply with the Contract Safety Requirements shall be deemed to constitute non-compliance with the Contract and may result in remedial action as provided by the Contract.
- b. If Contractor refuses to correct unsafe or unhealthy conditions or acts, the Owner and/or its representatives may take one or more of the following actions:
  - i. Instruct the Contractor, Subcontractor or Sub-subcontractor, who shall comply with said instructions, to cease the Work, or a portion thereof, until the condition is brought into compliance with Contract and Safety Requirements;
  - ii. Require Contractor, Subcontractor or Sub-subcontractor, who shall comply with said

requirement, to replace or supplement its site Safety Representative and/or supervisory personnel, as appropriate;

- iii. Stop payment for the Work being performed; and/or
- iv. Correct the situation using another employee or Contractor and charge Contractor who shall pay for the expenses and costs incurred.
- v. All costs associated with ensuring a safe and healthful Work environment, shall be borne by any non-compliant Contractor or Subcontractor, and costs will be charged to and/or assessed against the non-conforming Contractor or Subcontractor. Contractor, Subcontractor, and Sub-subcontractor shall be responsible for the payment of all fines and/or claims for damages levied against the Owner and/or its representatives for deficiencies relating to the conduct of the Contractor's Work.

### **3.0 Safety Policy Statement**

#### **Objective**

The objective of this Plan is to reduce the frequency and severity of accidents on this Project. There are Three (3) sound reasons for this objective:

- 1. No endeavor is worthy if it should cause human suffering through disabling injury or loss of life.
- 2. A good safety record reflects the quality of management.
- 3. Poor accident experience increases cost, and results in a loss of profit.

#### **Policy Statement**

The safety of persons and property is of paramount importance to the Owner. This Plan will establish employee safety and health as an integral part of the overall success of this Project.

By Contract, the Contractor, all Subcontractors and Sub-subcontractors on the Project Site shall comply with the requirements of the Federal Occupational Safety and Health Act of 1970 (OSHA) and all additions and revisions thereto, as well as any other applicable federal, state and local requirements and this Plan.

The on-site supervisory personnel are responsible for the actions of those they supervise, for maintaining safe and healthy working conditions in their areas of responsibility, and for strictly enforcing all safety and health policies and regulations. All employees shall comply with these Rules and Regulations.

#### 4.0 Responsibilities

The Contractor, all Subcontractors and Sub-subcontractors shall prevent accidents and are responsible for thorough safety and risk control training and instruction for their employees.

The prevention of accidents and protection of property shall receive management's top priority, support and participation.

#### General Overview

- Provide a safe environment where employees can perform high quality Work.
- Use Safety Planning as a tool to reduce injury to persons and damage to property.
- Provide inspections to locate and abate unsafe conditions and practices before they result in bodily injury or property loss.
- Protect the public and property adjacent to the Construction Site.
- Educate and Train employees through:
  - ◆ New Hire Safety Orientation
  - ◆ Weekly Safety meetings
  - ◆ Task-Specific Safety Training, (i.e., hazard communications (HAZCOM), fall protection, construction safety practices, trenching safety, confined space entry, etc.)
- Mandatory Personal Protective Equipment (PPE) Programs.
- Injury reporting and record keeping to maintain an up-to-date accident experience and trends analysis.
- Using accident investigation information to abate deficiencies and eliminate any additional losses.
- Return-To-Work (Modified Duty) Programs.
- Site-Wide One Hundred Per Cent (100%) Six (6) Foot Fall Protection Policy. **THERE IS A ZERO TOLERANCE POLICY ON FALL PROTECTION. ONE VIOLATION OF THE FALL PROTECTION POLICY WILL RESULT IN THE CONTRACTOR REMOVING THE VIOLATING EMPLOYEE FROM THE SITE FOR THE DURATION OF THE PROJECT. THE EMPLOYEE'S SUPERVISOR MAY BE REMOVED FROM THE SITE FOR FAILURE TO ENFORCE THE FALL PROTECTION POLICY.**
- Drug and Alcohol-Free Work Place Program.

#### Contractor's Project Manager

The Contractor's Project Manager shall be responsible for:

- Promoting Total Job Safety with all employees and visitors;
- Accepting full and complete responsibility for the implementation and execution of the Plan on-site;
- Monitoring Contractor adherence to Plan Requirements; and
- Assisting in accident investigations with the Program's Safety Representative;

### **Contractor's Project Foremen**

The Contractor's Project Foreman shall be responsible for:

- Setting a good safety example for workers;
- Using Pre-Task Planning, instructing workers on Safe Work Practices and Methods to prevent injury, damage to property and loss of productive time;
- Supplying and enforcing the use of Personal Protective Equipment (PPE);
- Familiarizing workers with the Safety Requirements applicable to their Work;
- Holding weekly Tool-Box Safety Meetings with their Work crews;
- Conducting daily Safety Inspections of their Work areas;
- Assisting in accident investigations with the Program's Safety Representative; and
- Assuring that proper first-aid treatment is administered to injured employees.

### **Contractors, Subcontractors and Sub-subcontractors**

All Contractors, Subcontractors and Sub-subcontractors shall have overall responsibility for accident prevention and implementation of this Plan for their personnel.

Each Contractor, Subcontractor and Sub-subcontractor shall designate a member of supervision, who may have other duties, as their Safety Representative in accordance with the Contract Documents. The Safety Representative shall be knowledgeable and responsible for all applicable Safety Standards and site policies. This individual shall have, at a minimum, completed the OSHA 10 Hour Construction Outreach training course within the last Two (2) Years.

The Safety Representative is responsible for performing Construction Safety Inspections and identifying and resolving any safety related concerns pertaining to their Work.

All employees shall be orientated to their company's Contractor Safety Program as well as to the Plan. Documentation of this training (which includes but is not limited to: Attendance roster, date of training and course content) shall be maintained on file.

Each Contractor shall be responsible for providing their Subcontractor's and Sub-subcontractor's Safety Representative with an emergency communication plan for use in emergency response and other safety related communications.

Although many existing hazards may be corrected through informal communications, all corrective actions must be documented.

### **Worker's Responsibilities**

The Workers shall be responsible for:

- Working according to good safety practices as posted, instructed and discussed;
- Complying with the Plan and the Contractor's Safety Program;

- Using all required and provided safety devices;
- Reporting any unsafe situation or act to their supervisor and/or designated Safety Representative immediately;
- Maintaining a clean and safe Work area;
- Performing assigned duties in an alert manner, free of any impairment that may affect safety;
- Following the Site's Safety Program; and
- Reporting injuries immediately to their supervisor.

## 5.0 Safety Related Meetings and Training

Safety Meetings and Training shall be conducted by the Contractor, all Subcontractors and Sub-subcontractors. The following meetings and training shall be conducted, documented and maintained on file:

- Indoctrination (Orientation) Safety Training
  - ◆ All new employees and visitors to the Construction Project shall be properly trained and oriented with regards to the Safety Plan, hazard recognition, Site-Specific Safety Requirements, emergency procedures, first-aid/medical procedures, assigned Panel of Physicians, etc.
- “Tool Box” Safety Meetings
  - ◆ The Contractor, all Subcontractors and Sub-subcontractors shall conduct weekly Safety Training Meetings with all employees working on the Construction Project. This training shall be conducted by a supervisor or foremen.
  - ◆ The meetings shall cover any Hazardous Work Conditions, unsafe Work practices that have been identified, safe working practices, review of accidents and near-misses that have occurred on the Construction Project and safety rules and regulations.
  - ◆ This training shall be documented to include names of employees attending the training and an outline of all topics discussed.
- Weekly Progress Management Meetings
  - ◆ Safety shall have a portion of the agenda in all Progress Meetings for discussion of the previous week’s safety issues and to discuss the current week’s activities. Minutes from the Progress Meetings shall reflect safety items discussed and any proposed resolution to issues.
- Periodic Safety Management Meetings
  - ◆ Upon request by the Owner or its representatives, a Safety Management Meeting will be held periodically on the Construction Project to review on-going safety issues. The Contractor’s, all Subcontractor’s and Sub-subcontractor’s Safety Representatives, Project Managers and Project Safety Representatives shall attend these meetings.
  - ◆ If the Contractor, any Subcontractor or Sub-subcontractor has a lost-time injury, a representative of the respective company shall explain at the next Safety Meeting:
    - Why the accident occurred?

- What corrective measures have been taken to prevent similar injuries from occurring?
- What the claim status of the injured employee is?
- What, if any, alternative (modified duty) work has been provided?

➤ Pre-Shift Hazard Recognition Training

- ◆ The Contractor, all Subcontractors and Sub-subcontractors shall hold Pre-Shift Hazard Recognition Training with each work crew working under the following conditions:
  - One Hundred Percent (100%) Fall Protection
  - Scaffold Erection and Dismantling
  - Crane and all Material Hoisting Operations
  - Excavation and Trenching Operations
  - Non-Routine Work Operations, i.e. Emergency Procedures, Industrial Hygiene, etc.
  - Confined Space Operations

## 6.0 Project Disciplinary / Corrective Procedures

**General Statement.** The Project Disciplinary/Corrective Procedures are intended to encourage compliance with the requirements of OSHA, other applicable federal, state and local requirement, and this Plan. Workers performing Work in an unsafe manner shall be subject to counseling, training, discipline, transfer or termination.

**Responsibilities of Contractor and Subcontractors.** Each Contractor and Subcontractor shall respond to each work injury and known unsafe act as follows:

1. **Investigation.** The Contractor or Subcontractor, as applicable, shall conduct a proper investigation to determine: (a) the nature of the unsafe act; (b) the reasons the unsafe act occurred; and (c) the identity of the individual(s) who engaged in or was responsible for the unsafe act. With respect to any individual employee or representative who was identified as having engaged in or being responsible for an unsafe act, the following information shall be among the information reviewed and considered:
  - a. The individual's past training and experience as is relevant to the unsafe act committed;
  - b. The individual's prior disciplinary record;
  - c. The individual's prior record with respect to: (i) engaging in or allowing unsafe acts, and (ii) following instructions and directions; and
  - d. The individual's degree of culpability.
2. **Prevention.** The Contractor or Subcontractor, as applicable, shall take action that is reasonably calculated to insure that:
  - a. The unsafe act will not be repeated; and
  - b. That the individual(s) responsible for engaging in or allowing the unsafe act to occur will not engage in or allow unsafe acts to occur in the future.

- 3. Disciplinary/Corrective Options.** The options available to Contractors and Subcontractors when taking action that is reasonably calculated to ensure that the unsafe acts will not be repeated and that responsible individuals will not engage in or allow unsafe acts to occur include:

  - a. Additional training for workers in general and/or to the responsible individual in particular;
  - b. Job performance counseling of the responsible individual(s);
  - c. Verbal Warning (which shall be documented);
  - d. Written Warning;
  - e. Suspension from Work without pay;
  - f. Transfer off the Project; and
  - g. Discharge from employment.
  
- 4. Guiding Principles.** Contractors and Subcontractors shall decide which option(s) to exercise in accordance with the following guiding principles:

  - a. Nothing in this Plan shall be construed to require any Contractor or Subcontractor to violate the terms or conditions of any applicable law, collective bargaining agreement or employment contract;
  - b. If any individual engages in a repeated unsafe act(s), a repeated violation(s) of the Contract, a repeated violation(s) of OSHA requirements, or a repeated violation(s) of this Plan, the actions taken by the Contractor or Subcontractor, as applicable, shall be progressive in severity and consequence;
  - c. Nothing in this Plan requires progressive discipline as a precondition to any suspension, transfer or discharge from employment and the Contractor or Subcontractor may impose a suspension, transfer or discharge for safety violations if it so chooses without having engaged in prior progressive discipline;
  - d. It is expected that individuals who engage in or who are responsible for any unmitigated life threatening conduct or for willful disregard to the safety requirements of this Plan shall be subject to immediate discharge or permanent transfer off the Project.
  
- 5. Follow Up.** Contractors and Subcontractors shall take follow up action to ensure that the actions taken are effective. If it is observed that the actions originally taken have not been effective to prevent a repeat of the particular unsafe act or to prevent the particular individual(s) from engaging in that or other unsafe acts, the Contractor or Subcontractor, as applicable, shall take more aggressive disciplinary and corrective action.
  
- 6. Documentation.**

  - a. Each Contractor and Subcontractor shall fully document the following:
    - i Known unsafe acts;
    - ii The investigation undertaken in accordance with these procedures;
    - iii The disciplinary and/or corrective action taken;
    - iv The rationale for choosing the particular action taken;
    - v The follow up action that is planned;

- vi The follow up action that is taken; and
  - vii The results of the follow up action.
- b. The documentation shall be maintained in an organized manner by each Contractor or Subcontractor as applicable and in accordance with the Record-Keeping requirements of this Plan. Records of discipline, job counseling and training shall be placed in the personnel file of the employee. Copies of the documentation shall be provided to the Owner and/or its representatives.

## **7.0 Record-Keeping and Files**

The Contractor, all Subcontractors and Sub-subcontractors shall maintain a master or central file for safety and health related documentation on the Job Site. Files shall be maintained in such a manner that distinguishes each Contractor and their Subcontractors and Sub-subcontractors.

The Owner and/or its representatives shall have the right to review all documentation at any time upon request. The Contractor shall give full cooperation during these reviews.

The following documentation shall be in the Safety Files:

- The Contractor Safety Plan.
- Hazard Communication Program, including current Material Safety Data Sheets (MSDS).
- Site Emergency Plans.
- All required safety & health permits.
- Weekly Tool Box/Tailgate Safety Meeting reports – including meeting topic(s) and employee attendance/sign-up sheets.
- Specific job hazard worker training.
- Job Site Safety Inspection reports – including documentation of corrective measures for closure.
- Equipment inspection reports.
- Crane inspection reports – daily and monthly (annual certification reports required prior to equipment operation).
- Employee orientation training records.
- Accident investigation reports, including near misses.
- Job Hazard Analysis.
- Competent person qualifications.
- Written Safety Violations.

## **8.0 Job Site Inspections**

### **Inspections**

Daily Safety and Health Inspections shall be continually conducted by the Contractor, all Subcontractors and Sub-subcontractors for each of their respective Work areas on the Job Site. Documentation of all identified and corrected deficiencies shall be maintained on file.

### **Corrective Measures**

Corrective Measures to abate all deficiencies shall be completed immediately if life-threatening/serious conditions exist or no later than the end of the working shift for non-life threatening/serious conditions. All Work shall be stopped until imminent danger hazards have been abated. Documentation of these corrective measures shall be provided to the Program's Safety Representative.

If a deficiency can not be abated within the same shift, a letter shall be provided to the Owner or its representatives outlining the reason(s) why and the step(s) taken as an interim measure to control the potential hazard.

### **Non-Abatement**

If Contractor, Subcontractor or Sub-subcontractor fails to make corrections to identified deficiencies in a timely manner, the Owner or its representatives will:

- Notify the Contractor in writing to take prompt corrective action to eliminate Construction Safety and Health concerns. Written notification will describe specific contract or code violations;
- Resolve outstanding Construction safety issues and maintain documentation of corrective actions;
- Report in writing to the Contractor, the name(s) of the individual(s) and their supervisor(s) who are observed to violate Construction Safety Requirements, with copies to the Project File. If necessary, the Owner or its representatives may require the Contractor to remove these individual(s) and/or their supervisor(s) from the Job Site.

### **Stoppage of the Work**

The Owner and/or its representatives shall be authorized to order, at the Contractor's expense, a stoppage of the Work until unsafe conditions are abated.

## 9.0 Drug and Alcohol Free Workplace Program

**General Statement.** The Owner is committed to maintaining a drug and alcohol free workplace. The Owner has a vital interest in maintaining safe, healthful and efficient working conditions. Alcohol and illegal drug use or possession pose a serious threat to workplace safety and health. Impairment from alcohol and the use and possession of illegal drugs pose a danger. The costs associated with implementing the Drug and Alcohol Free Workplace Program, (herein referred to as “Program”) shall be the responsibility of the Contractor, Subcontractor or Sub-subcontractor, as applicable.

**Responsibilities of Contractor and Subcontractors.** Contractors and subcontractors shall adopt, implement and enforce drug and alcohol free workplace programs that comply with the following minimum conditions:

1. Employee Prohibitions
  - a. No covered employee shall report for duty or remain on duty (i) while having an alcohol concentration of 0.04 or greater; (ii) while possessing alcohol; (iii) while using alcohol; or (iv) within Four (4) Hours after using alcohol.
  - b. No covered employee shall report for duty or remain on duty when the employee uses any controlled substance (except when the use is pursuant to the written instructions or prescription of a physician who has advised the employee that the substance does not adversely affect the employee’s ability to work safely) or tests positive for controlled substances.
  - c. No covered employee required to take a post-accident alcohol test under this program shall use alcohol for Eight (8) Hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever first occurs.
  - d. No covered employee shall refuse to submit to a post-accident alcohol or controlled substances test required under this program or a reasonable suspicion alcohol or controlled substances test required by this program, or a follow-up alcohol or controlled substances test required under this program.
2. Employee Duties
  - a. Covered employees shall comply with all mandates and prohibitions contained in this Program.
  - b. Covered employees shall cooperate fully with all required testing and shall promptly report to all testing as directed.
  - c. Covered employees are required to notify the Contractor or Subcontractor as applicable if they are taking any therapeutic drugs and shall supply a written certification on a form provided by the Contractor or Subcontractor from the physician prescribing the drug(s) that the substance(s) will not adversely affect the employee’s ability to work safely and to comply with the safety requirements on the job.
3. Consequences of Covered Employees Engaging in Substance Use-Related Conduct.
  - a. Consistent with contractual, legal and constitutional requirements, a determination shall be made by the Contractor or Subcontractor, as applicable, as to the appropriate disciplinary action, if any, to be imposed upon any covered employee who violates any of the prohibitions or mandates of this Program. Nothing in this Program shall be construed to limit the authority of any Contractor or Subcontractor to impose discipline, including

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discharge, as it shall determine so long as the minimums set forth in this Program are satisfied. Unless prohibited by law, contract or collective bargaining agreement, any employee who engages in any of the following conduct shall not be permitted access to the Construction Project and shall not be permitted to engage in any of the Work:

- i Fails a drug test;
  - ii Possesses illegal drugs;
  - iii Refuses to submit to a drug or alcohol test;
  - iv Is in possession of alcohol on the Work Site; or
  - v Is convicted or pleads guilty or *nolo contendere* of illegal drug use, possession or trafficking.
- b. Any covered employee tested under this Program who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be suspended without pay at least until the start of the employee's next regularly scheduled duty period that is at least Twenty-Four (24) Hours following the administration of the test.
- c. Any covered employee: (i) who reports or remains on duty while having an alcohol concentration of 0.04 or greater, possessing alcohol, using alcohol or having used alcohol within Four (4) Hours of reporting to Work; or (ii) who reports or remains on duty when the employee uses or has used any controlled substance (except when the use is pursuant to the written instructions or prescription of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely Work and the employee has so advised the Contractor or Subcontractor) or tests positive for controlled substances; or (iii) who consumes alcohol in contravention of a post-accident alcohol test requirement or refuses to submit to any drug or alcohol test required under this Program, and who is not to be discharged from employment, shall be suspended without pay and shall not be reinstated until the following requirements have been met:
- i The employee has been advised of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, including the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs; and
  - ii The employee has been evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use; and
  - iii The employee has undergone a return-to-work alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substance test with a verified negative result if the conduct involved a controlled substance; and
  - iv If the employee has been identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use, the employee shall be evaluated by a substance abuse professional to determine that the employee has properly followed a rehabilitation program as prescribed.
4. Mandatory Drug and Alcohol Testing. Contractors and Subcontractors shall, as part of this Program, adhere to the following Post-Accident, Reasonable Suspicion, Return-to-Work and Follow-Up drug and alcohol testing of covered employees:

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- a. Post-Accident Testing. As soon as practicable following an accident in connection with the Work involving any personal injury of the employee or of another requiring medical attention or first aid, or any property damage greater than One Thousand Dollars (\$1,000), the employee shall be tested for alcohol and controlled substances.
  - i An employee who is subject to post-accident testing under this policy shall remain readily available for such testing or may be deemed by the Contractor or Subcontractor, as applicable, to have refused to submit to testing;
  - ii If a post-accident alcohol test is not administered within Two (2) Hours following the accident, the Contractor or Subcontractor as applicable, shall prepare and maintain a record stating the reasons the test was not promptly administered. If the test is not administered within Eight (8) Hours following the accident, attempt to administer the alcohol test shall cease and the Contractor or Subcontractor, as applicable, shall prepare and maintain a record setting forth why testing was not performed.
  - iii If a post-accident controlled substances test is not administered within Thirty-Two (32) Hours following the accident, attempts to administer the test shall cease and the Contractor or Subcontractor, as applicable, shall prepare and maintain a record stating the reasons why the test was not administered within the required time.
  - iv A breath or blood test for the use of alcohol or a urine test for the use of controlled substance conducted by federal, state or local officials or policy having authority to conduct such testing shall be considered to meet the requirements of this Program if the results will be turned over to the Contractor or Subcontractor.
- b. Reasonable Suspicion Testing. A covered employee shall be required to submit to an alcohol and/or controlled substances test when the Contractor or Subcontractor, as applicable, has reasonable suspicion that the employee is using or has used alcohol or controlled substances in violation of the prohibitions or mandates of this Program.
  - i The determination that reasonable suspicion exists to require an employee to undergo testing must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. Reasonable suspicion as to alcohol use may be based only on observations made while the employee is working or just before the employee begins Work or just after the employee stops working.
  - ii The Contractor and Subcontractors shall designate individuals who shall have obtained necessary training that covers the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances. Only those so trained are permitted to make the determination that can lead to Reasonable Suspicion Testing.
  - iii Reasonable Suspicion Testing may not be performed by the individual who made the determination that there was reasonable suspicion for testing.
  - iv A written record shall be prepared and maintained setting forth the basis and observations for the reasonable suspicion leading to the testing. With respect to suspicion related to controlled substances, such record shall be made and signed by the individual who made the observation within Twenty-Four (24) Hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

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- v Reasonable Suspicion Alcohol Testing shall be required while the employee is working, just before the employee begins work, or just after the employee stops working. If an alcohol test is not administered within Two (2) Hours following the determination that reasonable suspicion exists, the Contractor or Subcontractor shall prepare and maintain a record stating the reasons the test was not promptly administered. If the test is not administered within Eight (8) Hours following the determination that reasonable suspicion exists, attempts to administer the alcohol test shall cease and the Contractor or Subcontractor, as applicable, shall prepare and maintain a record setting forth the reasons the test was not administered. Notwithstanding the absence of a reasonable suspicion alcohol test, where there was reasonable suspicion of alcohol use, the employee shall not be permitted to work until:
    - (1) An alcohol test is administered and the employee's alcohol concentration measures to less than 0.02; or
    - (2) Twenty-Four (24) Hours have elapsed following the determination of reasonable suspicion.
  - c. Return-to-Work Testing. No employee may return to work after engaging in conduct prohibited by this Program until after he or she has, as appropriate, undergone an alcohol test with a result indicating an alcohol concentration of less than 0.02 or a controlled substances test with a result indicating a verified negative result for controlled substance use.
  - d. Follow-Up Testing. Any employee who is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances shall be subject to unannounced Follow-up Testing as directed by a substance abuse professional. Follow-up Testing shall be conducted only when the employee is working, just before the employee begins work, or just after the employee has stopped working.
5. Miscellaneous
- a. A "covered employee" under this program shall mean any person who is an employee of the Contractor or any Subcontractor and who engages in any Work that is subject to the safety requirements of the Contract or this Plan and any employee of any Contractor or any Subcontractor who operates a commercial vehicle as defined by law in connection with any of the Work.
  - b. The means, manner and methods of the testing procedures for alcohol and substances under this Program shall be in accordance with the procedures set forth in Title 49, Part 40 of the Code of Federal Regulations, which, by this reference, are hereby incorporated herein by reference as if fully set forth herein. Without intending to limit the generality of the foregoing requirement, preparation for testing, specimen collection procedures, laboratory personnel requirements, laboratory analysis procedures, quality assurance and quality control procedures, reporting and review of results procedures, protection of employee records procedures, individual access to test and laboratory results, use of certified laboratory requirements, breath alcohol technician requirements, breath alcohol device requirements, quality assurance plans, procedures for confirmation of tests, refusal to test and uncompleted test procedures, inability to provide an adequate amount of breath, invalid test procedures, etc., as governed by 49 CFR, Part 40, shall all be implemented by Contractors and Subcontractors with respect to any drug or alcohol test administered in accordance with this Program.

- c. **Work Related Injuries.** Contractors and Subcontractors shall require Post-Accident Testing in accordance with the terms and conditions of this Program in the event of any accident that results in a work-related accident. The Post-Accident Testing may be arranged by the Contractor or Subcontractor or may be arranged by the Workers' Compensation carrier. In either event, the procedures contained in 49 CFR, Part 40, shall be followed.
- d. **Employee Training.** Each Contractor and Subcontractor shall require that all employees are trained and periodically retrained in the requirements of the Drug and Alcohol Free Workplace Program. This training shall be properly documented.

## **10.0 Accident/Injury Management**

### **Accident Reporting**

*All accidents* resulting in employee injury, property damage, or involving the public shall be reported immediately to the project officials in accordance with the claims reporting instructions provided by the Contractor's Insurance Administrator. All accidents resulting in injuries or illnesses shall be thoroughly investigated by the *injured worker's supervisor*.

The Contractor shall complete an Accident Investigation Report for all accidents resulting in employee injury, property damage, public involvement or near miss incidents. All Contractors shall cooperate with the Owner and its representatives in the investigation, analysis and defense of any claim, accident, occurrence or insured loss.

### **Accident Investigation**

A formal written "Accident Investigation Report" and "First Report of Injury" shall be completed by the end of the working day/shift of the accident. Identification and review of accident causes shall be completed, identifying corrective actions, persons responsible for corrective actions and date of completion shall be established. Follow-up documentation verifying corrective action shall be required.

Copies of all accident investigation documents shall be maintained on file.

## **11.0 Workers' Compensation Claims Cooperation**

### **Responsibilities of Contractor and Subcontractors**

Contractors and Subcontractors shall adopt, implement and enforce a Workers' Compensation Program that complies with the following minimum conditions:

- 1. Compliance with Posting and Notice Requirements.** Each Contractor and Subcontractor shall comply with all posting and notice requirements imposed by Pennsylvania's Workers' Compensation Act. Contractors and Subcontractors shall maintain documentation proving that they have complied with these requirements.
- 2. Posting and Designation of Physicians.** In the event that the Workers' Compensation insurer has provided a list of designated physicians to the Contractor and/or Subcontractor, the Contractor and Subcontractor shall properly post and provide notice of the designated

physicians to employees in accordance with the requirements of the Workers' Compensation Act. Contractors and Subcontractors shall maintain documentation proving that they have complied with these requirements. Where a designated physician panel is in place, Contractors and Subcontractors shall take action to ensure that injured employees receive treatment from the designated physicians in accordance with the law.

3. **Notice of Workers' Compensation Injuries.** Contractors and Subcontractors shall receive reports of occupational injuries and diseases in accordance with the terms and conditions of the Workers' Compensation Act and shall promptly complete and file the necessary forms and reports with the Commonwealth and the insurer or its representative.
4. **Participation in Claims Meetings.** Contractors and Subcontractors shall participate in claims review meetings when and if scheduled by the Workers' Compensation insurer or its representative.
5. **Return-to-Work Programs.** Contractors and Subcontractors shall cooperate with the Workers' Compensation insurer or its representative to return injured employees to Work as soon as possible consistent with their medical capabilities. Contractors and Subcontractors shall consider and offer modified Work to employees when such Work is available or can reasonably be made available.
6. **Litigation Cooperation.** In the event that there is any litigation growing out of a Work related injury, each Contractor or Subcontractor, as applicable, shall cooperate with the insurer, its representatives and attorneys, in the defense of the claim and shall make necessary evidence and witnesses available for hearing preparation and testimony.
7. **Nothing in this Plan shall be construed as a requirement that any Contractor or Subcontractor take any action that is in violation of law, any applicable collective bargaining agreement or contract.**

## 12.0 General Safety and Health Policies

All employees shall use protective equipment prescribed by federal, state, and local laws and by this Plan to control hazards or other exposure to illness or injury. **Any employee who willfully refuses to use prescribed protective equipment designed to protect them or willfully damages such equipment shall be subject to disciplinary action which may include immediate removal from the Job Site.**

### Competent Person Requirements

The Contractor, all Subcontractors and Sub-subcontractors shall develop and maintain documentation identifying employee(s) designated as a competent person(s). The qualifications for Competent Persons are identified in the Subpart of OSHA 29 CFR 1926. NOTE: Various subparts of OSHA have interpretations as to the qualifications and training required to be designated as a Competent Person (i.e., Subpart P – Excavations; Subpart L – Scaffolding; etc.)

### Personal Protective Equipment

#### *Eye and Face Protection*

Contractors, Subcontractors and Sub-subcontractors shall provide, maintain and manage eye and face protection for their employees in accordance with OSHA Construction Standards 29 CFR 1926.102.

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The Owner and/or its representatives reserve the right to mandate a 100% Eye Protection Policy throughout designated phases of the Work or specific areas of the Project if it is deemed necessary.

Only clear safety glasses shall be worn inside any building(s).

***Head Protection***

All Construction workers shall wear hard hats which meet ANSI Z 89.1-1986, One Hundred Percent (100%) of the time while on the Construction Site. Hard hats should display the company decal where the employee works.

All delivery personnel, vendors and visitors shall wear approved hard hats while on the Construction Site.

***Hearing Protection***

All Work areas identified as high noise exposure shall be properly posted to warn employees of the exposure.

Appropriate hearing protection shall be worn in Work areas where noise levels are 85 dBA or greater.

***Respiratory Protection***

Contractors whose Work activities warrant that employees wear respiratory protection, shall establish and implement a Respiratory Protection Program. The Program shall meet the requirements set forth in 29 CFR 1926.134.

***Foot Protection***

All personnel on the Construction Site shall wear leather hard-soled work boots. No one is permitted to wear sneakers (including ANSI approved), tennis shoes or athletic shoes of any type, sandals, high heels or open toed shoes on the Construction Site.

***Clothing***

Suitable clothing for Construction Work shall be worn on the Construction Site. Shirts with sleeves (at least t-shirt (4 inches in length) and full-length pants shall be required. Polyester or similar material is not allowed. Shorts, sweat pants or tank-tops are not allowed.

**Fall Prevention**

The Fall Prevention Policy is based on the following observations:

- All fall hazards can be eliminated, prevented and/or controlled.
- To control fall hazards is morally responsible, good business and cost effective.
- The establishment and implementation of a Fall Prevention Program is the most effective way to provide a continuous process to identify, evaluate and control fall hazards.

No person/employee shall be exposed to a fall hazard from any elevation greater than Six (6) Feet. In addition, all other construction activities that involves fall protection/prevention shall be performed in accordance with 29 CFR 1926, Subpart M:

- Employees exposed to a fall distance of Six (6) Feet or more (no exceptions), or less where the distance has a likelihood of a serious or fatal injury, shall be protected by the means of a Fall Protection System. **THERE IS A ZERO TOLERANCE POLICY ON FALL PROTECTION. ONE VIOLATION OF THE FALL PROTECTION POLICY WILL RESULT IN THE CONTRACTOR REMOVING THE VIOLATING EMPLOYEE FROM THE SITE FOR THE DURATION OF THE PROJECT. THE EMPLOYEE'S SUPERVISOR MAY BE REMOVED FROM THE SITE FOR FAILURE TO ENFORCE THE FALL PROTECTION POLICY.**
- Fall prevention controls shall be based on the principle that engineering and design techniques for the elimination and prevention of fall hazards shall be utilized above and beyond the use of Personal Fall Protection Equipment. When it is not feasible to provide fall prevention controls, workers exposed to falls shall be equipped with:
  - ◆ Only full-body harnesses and Lanyards with shock absorbers with locking snap-hooks. Body Belts are not permitted on the Project. All Personal Fall Protection Equipment shall be compatible and all manufacturers equipment guidelines shall be understood and followed.
  - ◆ Appropriate anchorage points, capable of supporting Five Thousand (5,000) Pounds per worker attached shall be properly installed.
- Contractors performing structural erection activities (such as precast concrete and steel erection) shall provide upon request a "Task Specific Fall Protection Plan" which complies with the Six (6) Foot Fall Protection Requirement. **THE ABOVE STATED ZERO TOLERANCE POLICY FOR FALL PROTECTION ALSO APPLIES TO STEEL ERECTION.**
- Ladders (straight, extension & step) shall be used only for employee access and short duration miscellaneous light Work where 3-point contact with the ladder can be maintained. If ladders are to be used for performing long duration heavy Work at heights Six (6) Feet and greater (or any height where the likelihood of a serious or fatal injury exists), the fall hazards shall be controlled through the use of fall protection.

### **Excavations and Trenches**

Excavations shall be performed in accordance with 29 CFR 1926, Subpart P:

- A safe means of access and egress shall be provided for employees from excavations and trenches regardless of their depth at intervals that provide no more than Twenty-Five (25) Feet of lateral travel.
- A Competent Person shall be present anytime excavation Work is performed. The Competent Person shall inspect each excavation before the start of each shift and as conditions change (rain run-off, seeping water, freezing/thawing conditions, vibration, atmospheric conditions, etc.). All inspections shall be documented and maintained on file.
- All soils shall be classified as type "C" until the Competent Person can demonstrate the soil can be reclassified as another type, using acceptable soil analysis practices.
- All open excavations and trenches shall be barricaded or adequately guarded at all times with highly visible material.
- Equipment, material and spoil piles shall not be placed closer than Two (2) Feet from the excavation

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or trench edge.

- Atmospheric testing shall be conducted and completed in excavations and trenches where possible hazardous conditions exist prior to employees entering.

### **Electrical**

Electrical Work shall be performed in accordance with 29 CFR 1926, Subpart K:

- Only qualified electricians familiar with code requirements shall be allowed to perform electrical Work.
- Extension cords used with portable electrical tools and appliances shall be heavy duty and of the three-wire type. Cords shall be covered, elevated or otherwise protected from damage which would create a hazard to Construction Site Personnel.
- Electrical cords and equipment shall be visually inspected before each shift for external defects. All damaged and defective cords shall be removed from service immediately (this includes cords with the ground prong missing). Cords shall be repaired with approved heat-shrink methods, electrical tape is not permitted.
- All temporary electrical tools, cords and equipment shall be properly protected by Ground Fault Circuit Interrupters (GFCI). All portable generators shall have properly functioning GFCI outlets. GFCI receptacles shall be tested monthly with a multi-range GFCI tester (the tests shall be documented) to insure the GFCI is properly functioning and protecting the worker.
- Electrical equipment or machinery shall be de-energized and rendered inoperative by the electrician performing Work on the system. Any company performing Work on electrical equipment shall develop a "task-specific" lockout/tagout safety plan. Lockout/Tagout shall be performed in accordance with 29 CFR 1910.147. The failure to follow lockout/tagout procedures will result in immediate removal from the Project.

### **Scaffolds**

Scaffold Work shall be performed in accordance with 29 CFR 1926, Subpart L:

- Lean-to scaffolds and makeshift platforms shall be prohibited.
- Scaffolds shall not be used for storage of materials except material currently being used.
- All scaffolds shall be adequately designed to carry, without failure, Four (4) Times the maximum intended load. At no time shall any scaffold be overloaded.
- All scaffolds shall be maintained in safe condition. Scaffolds damaged or weakened, from any cause, shall be immediately removed from service.
- Scaffolding more than Six (6) Feet above the working surface shall have standard guardrails and toeboards properly installed.
- Each Contractor working with scaffolds shall designate, in writing, the name of their designated Competent Person for erection, dismantling, altering and moving of scaffolds.
- Scaffolds shall be inspected prior to each shift by the designated Competent Person.
- Proper access shall be provided for all employees to working areas. Employees shall not climb on

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cross-bracing to access scaffold.

- Scaffolds shall be erected on sound, rigid surfaces. Base-plates and mud-sills shall be used with all scaffolds. Unstable objects such as brick, block, etc. shall not be used to support scaffolds.

### **Welding and Cutting**

Welding and Cutting Work shall be performed in accordance with 29 CFR 1926, Subpart J:

- Welding leads and cutting hoses shall be kept clear of walkways and stairways.
- Flash arrestors shall be installed on both oxygen and acetylene hoses at the regulator connection.
- All welders shall wear approved eye and head protection when welding. All personnel assisting the welder shall also wear approved protective eye protection.
- Prior to welding or cutting a "20-ABC" rated fire extinguisher shall be within easy reach of the worker. A fire watch shall be stationed at all locations where sparks and/or flames may fall to a lower floor/work area or to another side of a wall.
- A suitable cylinder truck, with chain, shall be used to keep cylinders from being knocked over while in use.
- Spent welding rods shall be picked up and disposed of daily.
- When practical, all welding and cutting operations shall be shielded by non-combustible or flame-proof screens.
- Oxygen and acetylene cylinders shall not be stored inside buildings.
- Rubber boot protectors shall be provided on all welding leads where they make connections at the welding machine.

### **Cranes**

Crane Operations shall be in accordance with 29 CFR 1926, Subpart N:

The following requirements shall be followed by the Contractor and all tiered Subcontractors for all cranes entering the Construction Area:

- All hydraulic and lattice boom cranes operating on the Construction Site shall be equipped with a functioning "anti-two blocking" device.
- The operator shall know the weight of every suspended load, regardless of size.
- All cranes shall have an annual inspection (completed and certified by a nationally recognized crane inspection organization).

All crane operators shall be qualified prior to operating any crane on the Job Site:

- Operators shall meet the requirements of Chapter 5, ANSI B30.5c-1992.
- An up-to-date résumé detailing the operator's qualifications (i.e., years of experience, previous jobs worked on, etc.) shall be maintained in the Contractor's and/or any Subcontractors and Sub-subcontractor's files at the Job Site.
- Before any operator is allowed to operate a crane on the Construction Site, the Contractor and/or

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Subcontractors and Sub-subcontractors shall have the operator perform a functional operation appraisal to ensure the operator is qualified. This shall be documented and maintained on file.

Cranes shall be inspected for safety-related deficiencies and defective/damaged parts that effect the safe operation of a crane. Cranes shall be immediately removed from service until repairs can be made. The following inspection criteria shall be followed:

- After set-up and prior to initial lift;
- Before each shift;
- After every malfunction;
- Manufacturer's inspection guidelines.

### **Motor Vehicles and Heavy Equipment**

Heavy Equipment Work shall be performed in accordance with 29 CFR 1926, Subpart O:

- All employees who operate equipment and vehicles shall have sufficient experience with that particular piece of equipment and shall be trained in the safe operation of that equipment.
- All heavy equipment including: cranes, forklifts, dozers, endloaders, etc. shall have a reverse signal/back-up alarm audible above surrounding background noise.
- No one shall ride in a vehicle or mobile equipment unless they are in a seat (exceptions, if the equipment is designed to be operated while standing up). Riding in the back of pick-up trucks shall not be allowed.
- All motor vehicles and equipment brought on-site shall be thoroughly inspected and shall be in safe operating condition.

### **Demolition Activities**

All Contractors performing any removal or demolition activities shall ensure compliance with OSHA 29CFR 1926.62 rules and regulations to prevent any lead contamination.

**END OF SECTION 008200**

**SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Conservation.
  - 3. Coordination drawings.
  - 4. Administrative and supervisory personnel.
  - 5. Project meetings.
- B. The Contractor shall be solely responsible for coordination requirements. Including all Subcontractors, Sub-sub contractors and beyond.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 2. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 3. Division 01 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.

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- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Pre-installation conferences.
  - 7. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

#### 1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
  - 1. Indicate relationship of components shown on separate Shop Drawings.
  - 2. Indicate required installation sequences.
- B. Staff Names: Within 7 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

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1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
  - 1. Include special personnel required for coordination of operations with other contractors.

1.6 PROJECT MEETINGS

- A. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. The meeting will review responsibilities and personnel assignments and other pertinent issues to the project.
  - 1. Attendees: Authorized representatives of Owner and Engineer, and their consultants; Prime Contractor(s) and their superintendent; major subcontractors; and other Owner pre-approved parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing.
    - d. Designation of responsible personnel.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for processing Applications for Payment
    - g. Distribution of the Contract Documents.
    - h. Submittal procedures.
    - i. Preparation of Record Documents.
    - j. Use of the premises.
    - k. Responsibility for temporary facilities and controls.
    - l. Parking availability.
    - m. Office, work, and storage areas.
    - n. Equipment deliveries and priorities.
    - o. First aid.
    - p. Security.
    - q. Progress cleaning.
    - r. Working hours.
- B. Pre-installation Conferences: Prime Contractors shall conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
  - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Engineer of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

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- a. The Contract Documents.
  - b. Options.
  - c. Related Change Orders.
  - d. Purchases.
  - e. Deliveries.
  - f. Submittals.
  - g. Review of mockups.
  - h. Possible conflicts.
  - i. Compatibility problems.
  - j. Time schedules.
  - k. Weather limitations.
  - l. Manufacturer's written recommendations.
  - m. Warranty requirements.
  - n. Compatibility of materials.
  - o. Acceptability of substrates.
  - p. Temporary facilities and controls.
  - q. Space and access limitations.
  - r. Regulations of authorities having jurisdiction.
  - s. Testing and inspecting requirements.
  - t. Required performance results.
  - u. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- C. Progress Meetings: Attend progress meetings as scheduled or when notified. Meeting will be generally held biweekly unless progress or significant issues arise in the progress or lack thereof of the work.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Review present and future needs of each entity present, including the following:

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- 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Status of submittals.
  - 4) Deliveries.
  - 5) Off-site fabrication.
  - 6) Access.
  - 7) Site utilization.
  - 8) Temporary facilities and controls.
  - 9) Work hours.
  - 10) Hazards and risks.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Change Orders.
  - 14) Documentation of information for payment requests.
3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting. Contractor shall provide and include a two-week look ahead schedule.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013100**

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## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.

- B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.
5. Division 01 Section "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.

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- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G. Major Area: A story of construction, a separate building, or a similar significant construction element.
- H. Milestone: A key or critical point in time for reference or measurement.
- I. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.4 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Engineer's final release or approval.

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- C. Contractor's Construction Schedule: Submit two printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.
- D. Daily Construction Reports: Submit two copies at biweekly intervals.
- E. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- F. Special Reports: Submit two copies at time of unusual event.

1.5 QUALITY ASSURANCE

- A. Scheduling Qualifications: An experienced specialist in project scheduling and reporting.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 15 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
    - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.

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3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice of Award to date of Final Completion.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  1. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  2. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  3. Startup and Testing Time: Include not less than 7 days for startup and testing.
  4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  1. Phasing: Arrange list of activities on schedule by phase.
  2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  4. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Use of premises restrictions.
    - e. Provisions for future construction.
    - f. Seasonal variations.
    - g. Environmental control.
  5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

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- a. Subcontract awards.
  - b. Submittals.
  - c. Purchases.
  - d. Fabrication.
  - e. Sample testing.
  - f. Deliveries.
  - g. Installation.
  - h. Tests and inspections.
  - i. Curing.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Phase Completion, Substantial Completion, and Final Completion.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- G. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

## 2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within ten days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

## 2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. High and low temperatures and general weather conditions.
  5. Accidents.
  6. Meetings and significant decisions.
  7. Unusual events (refer to special reports).
  8. Stoppages, delays, shortages, and losses.
  9. Meter readings and similar recordings.
  10. Emergency procedures.
  11. Orders and requests of authorities having jurisdiction.
  12. Change Orders received and implemented.
  13. Construction Change Directives received and implemented.
  14. Services connected and disconnected.

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15. Substantial Completions authorized.

- B. Material Location Reports: At biweekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Provide planning, evaluation, and reporting using CPM scheduling.
  - 1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Actual Completion percentage for each activity.

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- C. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION 013200**

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## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by the Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
  - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
  - 2. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.

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- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

- 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

1.5 REGULATORY REQUIREMENTS

- A. Copies of Regulations: Obtain copies of the following regulations and retain at Project site to be available for reference by parties who have a reasonable need:

1.6 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

- 1. Specification Section number and title.
  - 2. Description of test and inspection.
  - 3. Identification of applicable standards.
  - 4. Identification of test and inspection methods.
  - 5. Number of tests and inspections required.
  - 6. Time schedule or time span for tests and inspections.
  - 7. Entity responsible for performing tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

- D. Reports: Prepare and submit certified written reports that include the following:

- 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.

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4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Ambient conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirement for specialists shall not supersede building codes and regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

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- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and that specializes in types of tests and inspections to be performed.
- H. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Fabricate and install test assemblies using installers who will perform same tasks for Project.
    - d. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - e. When testing is complete, remove assemblies; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Payment for these services will be made by the Owner.
  - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to the Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
  - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.

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2. Notify testing agencies at least **24** hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
1. Testing agency will notify Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Contractor and to authorities having jurisdiction.
  3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  5. Testing agency will retest and reinspect corrected work.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
  5. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.

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2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field-curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within **30** days of date established for the Notice to Proceed.
1. Distribution: Distribute schedule to Owner, Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
  2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 014000**

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## SECTION 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- J. The term "experienced," when used with an entity, means having successfully completed a minimum of 3 previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
  - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such

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as "carpenter." It also does not imply that requirements specified apply exclusively to tradesperson of the corresponding generic name.

- K. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

### 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
  - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 014200**

## **SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Water service and distribution.
  - 2. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
  - 3. Electric power service.
  - 4. Lighting.
- C. Support facilities include, but are not limited to, the following:
  - 1. Project identification and temporary signs.
  - 2. Waste disposal facilities.
  - 3. Field offices.
  - 4. Portable toilet facilities.
  - 5. Storage and fabrication sheds.
  - 6. Lifts and hoists.
  - 7. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Environmental protection.
  - 2. Pest control.
  - 3. Site enclosure fence.
  - 4. Security enclosure and lockup.
  - 5. Barricades, warning signs, and lights.
  - 6. Temporary enclosures.
  - 7. Fire protection.
- E. Related Sections include the following:
  - 1. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
  - 2. Division 1 Section "Execution Requirements" for progress cleaning requirements.

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3. Divisions 2 through 16 for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Engineer and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
  1. Owner's construction forces.
  2. Occupants of Project.
  3. Engineer.
  4. Testing agencies.
  5. Personnel of authorities having jurisdiction.
- B. Water Service: Use water from Owner's existing water system without metering and without payment of use charges.
- C. Electric Power Service: Use electric power from Owner's existing system without metering and without payment of use charges.

1.4 SUBMITTALS

- A. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities

1.5 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
  1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
  2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
  1. Keep temporary services and facilities clean and neat.
  2. Maintain temporary fencing around all disturbed areas of work until the work is complete.

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3. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Undamaged, previously used materials in serviceable condition may be used if approved by Engineer. Provide materials suitable for use intended.
- B. Portable Chain-Link Fencing: Minimum 2-inch (50-mm) 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts. Provide bases for supporting posts.
- C. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- D. Water: Potable.

2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Field Offices: Commercial trailer.
- C. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
  1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- D. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- E. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
- F. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- G. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Electrical: Use of Owner's existing electrical service facilities will be permitted, as long as facilities are used only for the work and maintained in a condition acceptable to Owner. A qualified electrical contractor shall set-up, provide and maintain temporary electrical service to the work areas until permanent service is provided.
- B. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
  - 1. Provide rubber hoses as necessary to serve Project site.
- C. Sanitary Facilities: Use of the Owners toilets and drinking-water fixtures will not be permitted.
- D. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- E. Telephone Service: Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls. Provide an answering machine and voice-mail service on superintendent's telephone.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
  - 2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
  - 3. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

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- B. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.
- C. Project Identification and Temporary Signs: Do not permit installation of unauthorized signs.
- D. Lifts and Hoists: Provide facilities for hoisting materials and personnel. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- C. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- D. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  - 2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial

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Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

**END OF SECTION 015000**

## SECTION 017329 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Divisions 01 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
    - a. Requirements in this Section apply to building repairs. Refer to Divisions 7 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

#### 1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 3. Products: List products to be used and firms or entities that will perform the Work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and

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those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Engineer's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

## 1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include, but are not limited to, the following:
  1. Primary operational systems and equipment.
  2. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include, but are not limited to, the following:
  1. Equipment supports.
  2. Piping, ductwork, vessels, and equipment.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
  1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced and specialized firm.
    - a. Processed concrete finishers.
    - b. Stonework and stone masonry.
    - c. Ornamental metal.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

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1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
  
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete/Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.
  
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

**END OF SECTION 017329**

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project Record Documents.
  - 3. Operation and maintenance manuals.
  - 4. Warranties.
  - 5. Instruction of Owner's personnel.
  - 6. Final cleaning.
- B. Related Sections include the following:
  - 1. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 8. Complete final cleaning requirements, including touchup painting.

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- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
  - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. If a re-inspection identifies work that remains uncompleted, the Contractor shall be responsible for the cost of additional inspections by the Engineer. The Engineer will submit a time and material invoice to the Owner, who will deduct the amount from the balance due to the contractor.
  - 3. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  - 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. If a re-inspection identifies work that remains uncompleted, the Contractor shall be responsible for the cost of additional inspections by the Engineer. The Engineer will submit a time and material invoice to the Owner, who will deduct the amount from the balance due to the contractor.

1.5 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours. Refer to Specification Section 017839 for other requirements relating to Project Record Documents.

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- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
  - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity that obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
  - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
  - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.6 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Refer to Specification Section 017823 for other requirements relating to Operation and Maintenance Manuals.

1.7 WARRANTIES

- A. Submittal Time: Submit written warranties to the Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

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1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system per the requirements set forth in 017900, Demonstration and Training, if applicable.

### 3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

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- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - g. Sweep concrete floors broom clean in unoccupied spaces.
  - h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - i. Remove labels that are not permanent.
  - j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - k. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - l. Replace parts subject to unusual operating conditions.
  - m. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - n. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

**END OF SECTION 017700**

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## **SECTION 017823 - OPERATION AND MAINTENANCE DATA**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Maintenance manuals for the care and maintenance of systems and equipment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
  - 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
  - 4. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

#### **1.3 DEFINITIONS**

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### **1.4 SUBMITTALS**

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Engineer will return one of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. Engineer will return copy with comments within 15 days after final inspection.

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1. Correct or modify each manual to comply with Engineer's comments. Submit three copies of each corrected manual within 15 days of receipt of Engineer's comments.

1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
  1. List of documents.
  2. List of systems.
  3. List of equipment.
  4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

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1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name, address, and telephone number of Contractor.
  6. Name and address of Engineer.
  7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
  2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
  4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
  5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

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2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
  2. Emergency instructions.
  3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
  2. Flood.
  3. Gas leak.
  4. Water leak.
  5. Power failure.
  6. Water outage.
  7. System, subsystem, or equipment failure.
  8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
  2. Shutdown instructions for each type of emergency.
  3. Operating instructions for conditions outside normal operating limits.
  4. Required sequences for electric or electronic systems.
  5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.
  2. Performance and design criteria if Contractor is delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:

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1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.5 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

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1. Inspection procedures.
  2. Types of cleaning agents to be used and methods of cleaning.
  3. List of cleaning agents and methods of cleaning detrimental to product.
  4. Schedule for routine cleaning and maintenance.
  5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
1. Standard printed maintenance instructions and bulletins.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

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1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

### PART 3 - EXECUTION

#### 3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and

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flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.
  2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."
- F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

**END OF SECTION 017823**

## SECTION 017900 - DEMONSTRATION AND TRAINING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Allowances" for administrative and procedural requirements for demonstration and training allowances.
  - 2. Division 01 Section "Project Management and Coordination" for requirements for pre-instruction conferences.

#### 1.3 SUBMITTALS

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. At completion of training, submit one complete training manual(s) for Owner's use.
- B. Qualification Data: For facilitator.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

#### 1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and

UPPER DUBLIN TOWNSHIP  
520 VIRGINIA DRIVE  
GUARANTEED ENERGY SAVINGS PROJECT

whose work has resulted in training or education with a record of successful learning performance.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Engineer.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
  - 1. Boiler field performance tests.
  - 2. Boiler full capacity testing.
  - 3. Boiler efficiency at interval as specified in Specification Section 235216.
  - 4. Variable frequency controllers.
  - 5. Intrusion detection systems.
  - 6. Heat generation, including boilers, feedwater equipment, pumps, steam distribution piping and water distribution piping.
  - 7. Refrigeration systems, including chillers, cooling towers, condensers, pumps and distribution piping.
  - 8. HVAC systems, including air-handling equipment, air distribution systems and terminal equipment and devices.
  - 9. HVAC instrumentation and controls.
  - 10. Electrical service and distribution, including transformers, switchboards, panelboards, uninterruptible power supplies and motor controls.
  - 11. Lighting equipment and controls.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.

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- b. Performance and design criteria if Contractor is delegated design responsibility.
  - c. Operating standards.
  - d. Regulatory requirements.
  - e. Equipment function.
  - f. Operating characteristics.
  - g. Limiting conditions.
  - h. Performance curves.
2. Documentation: Review the following items in detail:
  - a. Emergency manuals.
  - b. Operations manuals.
  - c. Maintenance manuals.
  - d. Project Record Documents.
  - e. Identification systems.
  - f. Warranties and bonds.
  - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
  - a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.

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6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

#### 3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  1. Owner will furnish an instructor to describe Owner's operational philosophy.
  2. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

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GUARANTEED ENERGY SAVINGS PROJECT

- D. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

**END OF SECTION 017900**



## ATTACHMENT J

PA Keystone Recreation, Park and Conservation Fund Grants for Public Libraries

# PA KEYSTONE RECREATION, PARK AND CONSERVATION FUND

## **GRANTS FOR PUBLIC LIBRARIES**

*2018 Application from  
Upper Dublin Public Library*



© Bob Graham, Jr Photography

Future Home of the Upper Dublin Public Library  
520 Virginia Drive (Fort Washington, PA)

**2018**  
**Keystone Recreation, Park, and Conservation Fund**  
**Keystone Grant for Public Library Facilities Application**

**Municipal Applicant**

Name: Upper Dublin Township

Mailing Address: 801 Loch Alsh Avenue, Fort Washington, PA 19034

Contact Person: Paul Leonard

Title: Township Manager

Phone: 215-643-1600 x3219

Fax: Fax: (215) 542-0797

Email Address: pleonard@upperdublin.net

**Library Applicant**

Name: Upper Dublin Public Library

Mailing Address: 805 Loch Alsh Avenue, Fort Washington, PA 19034

Contact Person: Cherilyn Fiory

Title: Director

Phone: 215-628-8744 x 3140

Fax: Fax: (215) 542-0797

Email Address: cfiory@mclinc.org

District Center: Montgomery County-Norristown Public Library

Library Service Area Population: 25,569

**Library Facility to Benefit from the Grant**

Name: SAME

Current Address:

Library's PA Senatorial District Number: 7th

Senator's Name: Vincent J. Hughes

Library's PA Representative District Number: 151, 152, 153

Representative's Name: Todd Stephens, Thomas P. Murt, Madeleine Dean

**Project Type (Check only one)**

- Planning     
  Development     
  Acquisition     
  Rehabilitation

**Keystone Priorities (Check all that apply)**

- ADA     
  Non-Routine Maintenance     
  New Construction  
 Renovation     
  Energy Efficiency

**Municipal Identification Numbers**

Federal ID #: 23-6003042

State Vendor ID #: 139085 ~~1566-2786~~

*emailed to  
Ed Lupica,  
administrator  
of Keystone,  
7/3/18*

**Project Cost**

Grant Requested      \$                      \$ 750,000.00

Matching Fund        \$                      \$ 7,838,529.00

Total Project Cost    \$                      \$ 8,588,529.00

Has this library received a prior Keystone Grant?       Yes       No

Is the deed holder aware of this grant application?       Yes       No

Name of deed holder: Township of Upper Dublin

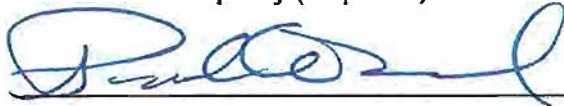
**Project Summary (Brief description of the project)**

Upper Dublin Township proposes to repurpose 37,000 square feet of a recently purchased office building in the Fort Washington Office Park at 520 Virginia Drive in Fort Washington, PA for the future home of the Upper Dublin Public Library (UDPL). By more than doubling its current usable square footage, the Library will "demonstrably improve library service to the general public" while at the same time upgrading mechanical, electrical and plumbing elements for energy efficiency and ADA compliance, ensuring that the UDPL is accessible for all who visit.

**State Assurances and Authorizing Signatures**

**Authorizing Signatures**

**For the Municipality (required):**



Township Manager

Signature of Authorized Certifying Municipal Official

Title

Paul Leonard

Type or Printed Name

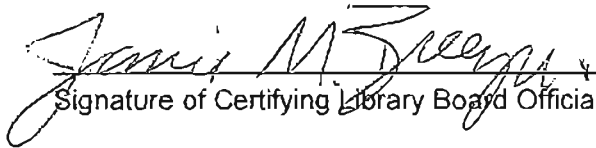
6/13/18

Upper Dublin Township

Official Name of municipality

Date Signed

**For the Library (required):**



President of Library Board

Signature of Certifying Library Board Official

Title

Janine Buesgen

Typed or Printed Name

6/1/18

Upper Dublin Public Library

Official Name of the Library

Date Signed

**For School District (only if applicable):**

Signature of Certifying School District Official

Title

Typed or Printed Name

Official Name of the School District

Date Signed

## STATE ASSURANCES

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for a Keystone Recreation, Park and Conservation Fund library grant, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure planning, management and completion of the project described in this application.
2. Has duly adopted or passed by its governing body as an official act, resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the persons identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Will give the Commonwealth of Pennsylvania, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the assistance, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
4. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the Pennsylvania Department of Education, Commonwealth Libraries.
5. Has a formal, legal relationship with the public library that the project will benefit, either by that public library being a department or unit of local government or through a contract describing mutual obligations and responsibilities.
6. Will comply with the requirements of the Pennsylvania Department of Education, Commonwealth Libraries with regard to the drafting, review and approval of construction plans and specifications.
7. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency. Will begin work within 90 days of contract approval and complete work within 18 months.
8. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
9. Assures sufficient funds will be available for effective operation and maintenance of the state-aided public library or state-aided public library system.
10. Assures the public library will provide basic library service free of charge without discrimination to all residents of the library's service area.
11. Will comply with the Pennsylvania Flood Plain Management Act 166 (32.P.S. § 679.101-679.601) and the regulations issued pursuant thereto (Title 12, Chapter 113).
12. Will comply with the Steel Products Procurement Act of March 3, 1978, (P.L.6, No. 3, § 1, 73 P.S. § 1881 et. seq.).
13. Will comply with the Trade Practices Act (71 P.S. § 773.101 et seq.).
14. Will comply with the Public Works Contractor's Bond Law of 1967 (8 P.S. § 191 et seq.) if the amount of the contract exceeds \$5,000.
15. Will comply with the Commonwealth Procurement Code (62 Pa.C.S. § 101 et seq.).
16. Will include provisions to ensure compliance with the Steel Products Procurement Act (73 P.S. § 1881 et seq.); the Trade Practices Act (71 P.S. § 773.101 et seq.); the Public Works Contractor's Bond Law of 1967 (8 P.S. § 191 et seq.); the Commonwealth Procurement Code (62 P.S. § 101 et seq.); the Pennsylvania Prevailing Wage Act (43P.S. § 165-1 et seq.); the Minority and Women Business Enterprise (Executive Order 1996-8), and the Agricultural Land Preservation Policy (Executive Order 2003-2) in all contracts and subcontracts for construction, reconstruction, alteration, repair, improvement or maintenance of the public library building.
17. Will comply with local zoning ordinances and be in compliance with Act 2000 – 68, a land use amendment to the Pennsylvania Municipalities Planning Code.
18. Will comply with all environmental protections laws and will assure that no adverse environmental impact will occur as a result of this project.

RESOLUTION NO. 18-2281

UPPER DUBLIN TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA

**A Resolution Authorizing the Filing of a Keystone Recreation, Park and Conservation Fund Library Grant Application in Support of a Repurposing 520 Virginia Drive for the New Location of the Upper Dublin Public Library**

**WHEREAS**, the Township of Upper Dublin ("Township") has the legal authority to apply for a Keystone Recreation, Park and Conservation Fund Library Grant ("Keystone Grant"), and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure planning, management and completion of the project described in the application; and

**WHEREAS**, the Township has acquired for repurposing the 7.1 acre property at 520 Virginia Drive, Fort Washington, Pennsylvania, which includes a 56,000 sq. ft. office building to become the new location of the Upper Dublin Public Library (UDPL), the Township's public library; and

**WHEREAS**, the Keystone Grant specifically gives examples of fundable project elements necessary improvements at 520 Virginia Drive such as ADA upgrades, energy efficient upgrades to HVAC systems and similar work; and

**WHEREAS**, the Township desires to undertake the 520 Virginia Drive Repurposing Project; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the Township Board of Commissioners hereby approves and authorizes application to the Keystone Grant in the amount of \$750,000, including all understandings and assurances contained therein, which are attached, and to act in connection with the application and to provide such additional information as may be required to assist the Township in carrying out the repurposing of 520 Virginia Drive to a new UDPL and other improvements which may properly according to regulations promulgated by Keystone Grant administrators be utilized to make this a viable community asset.

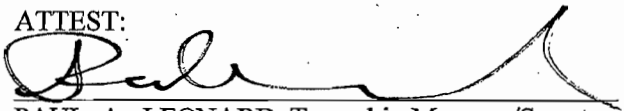
**SO RESOLVED** this 10<sup>th</sup> day of April 2018.

BOARD OF COMMISSIONERS  
UPPER DUBLIN TOWNSHIP

By: 

IRA S. TACKEL, President

ATTEST:

  
PAUL A. LEONARD, Township Manager/Secretary

**RESOLUTION NO. 18-2288**

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby requests a Keystone Recreation, Park and Conservation Fund Library Grant of \$750,000 from the Keystone Recreation, Park, and Conservation Fund to be used for Repurposing 520 Virginia Drive for the New Location of the Upper Dublin Public Library.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Keystone Recreation, Park, and Conservation Fund to facilitate and assist in obtaining the requested grant.

Be it FURTHER RESOLVED, that the Applicant does hereby ensure the undisturbed use of the facility as a public library for the useful life of the project to be funded by the requested grant.


I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held 6/12/2018 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

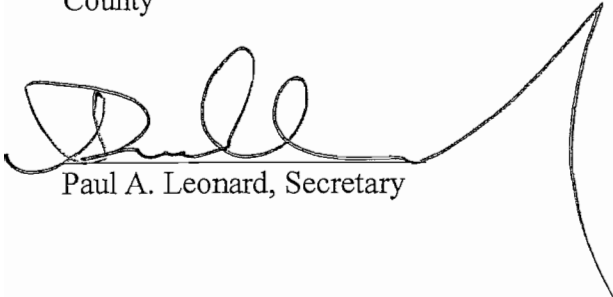
IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin this 12<sup>th</sup> day of JUNE, 2018.

Upper Dublin Township  
Name of Applicant

Board of Commissioners  
Upper Dublin Township

Montgomery  
County

By:   
Ira S. Tackel, President

  
Paul A. Leonard, Secretary

## 000.1 PROJECT DESCRIPTION

Explain the project in detail. Include specification of materials, equipment, or items to be purchased to complete the project. Detailed documentation used to obtain estimates may be used as part of the description. Include a **timeline** and work plan for the project, including the number of months required to complete the project. Provide photos of existing conditions, if appropriate, in Attachment A.

In November 2017, Upper Dublin Township purchased a vacant, 2-story 57,200 square foot office building in the Fort Washington Office Park at 520 Virginia Drive in Fort Washington, PA, with the intent to repurpose it for the future home of the new and enlarged Upper Dublin Public Library (UDPL). Establishing the UDPL in this former 1950's industrial park not only presents an opportunity to profoundly enhance a cherished community asset (*more than doubling the amount of usable square footage from its current location on Loch Alsh Ave.*), but it has been identified as an important investment in the redevelopment of the entire office park because of its adjacency to businesses as well as neighborhoods and township parklands. Potentially, the UDPL will share the building with other Upper Dublin Township departments or with other outside tenants. Currently, plans are being developed with GKO Architects to renovate and adaptively reuse approximately 37,000 square feet of the building for the exclusive use of the Library with another 12,340 square feet of space available to the Library in 'shared community asset' spaces, as described in this application.

520 Virginia Drive was originally constructed in 1987 as the upscale headquarters for a pharmaceutical company and includes some unique features, particularly predisposed to a Library's function, including a 300-seat auditorium and café on the first floor and a two-story entry lobby and a "Great Hall" with naturally-lit clerestory on the second floor. All of these spaces will go far in supporting the Library's mission and to providing a welcoming and inspiring facility for generations of library visitors for years to come.

Accessibility is a top priority for this project. At the present time, the Virginia Drive property is only partially accessible to the physically challenged. Therefore, the renovation/adaptation plan includes: the installation of a new, appropriately-sized elevator, upgraded public toilet rooms, installation of accessible "family" toilet rooms on both floors, an "accessible route" to the main entrance, installation of automatic entry doors, and use of accessible sinks, water fountains, cabinetry, ramps, and signage.

The Virginia Drive property is equipped with 300 parking spots along with related site lighting and landscaping. Ample accessible parking and a ramp at the front entrance already exists. A drive-up book-drop off with weather canopy will also be provided.

The building is well built with quality materials, including a structural steel frame, concrete slab floors and insulated aluminum windows. The building is clad with a thermally efficient, insulated exterior metal wall panel system and an insulated low-slope membrane roof. The building's high-end, robust mechanical, electrical and plumbing systems are all current and function well, but will be updated and improved for better energy efficiency.

Sustainable design features will also be incorporated into the renovation such as: using interior finish materials and furniture with recycled content (including the relocation and re-use of approximately 10,000 SF of existing library furnishings and shelving), the installation of a building management system, use of LED lighting systems, and installation of building occupancy sensors to control lighting. Electric power will be distributed to all service desks, seating, conference rooms and study areas. A building-wide WiFi system will serve the entire Library. If the budget permits, rain gardens are planned for the exterior.

*Continued on the next page*

## **000.1 PROJECT DESCRIPTION**

*Continued from previous page*

Extensive research and imagination has gone into developing the program for this modern library, designed to serve the six generations of visitors today and to be adaptable to serve the changing needs of future generations. Program spaces on the first floor ultimately will include: a 300-seat auditorium, 2-story lobby with skylights, café, UDPL Express (quick pick up and library book sale/merchandise), children's library, and collection management/technical services offices.

With the understanding that modern libraries are places for reading, learning and creation, the second-floor program identifies optimal regions to engage and collaborate in a variety of activities. There is a Creative Suite, which includes the UDPL STEAM (Science, Tech, Engineering, Art, Math)/Maker Lab, a Computer Lab, a Business Center, and Flexible Work Space. The Learning Commons is inspired by collegiate libraries, providing spaces for small group collaboration and study. Other areas include the clerestory-lit Great Hall with the Welcome Desk and New Book browsing area, various reading and seating areas as well as a wing dedicated to housing popular collections and designated areas for quiet reading and study. Nine small meeting rooms, two conference rooms and a classroom round out the upper level program. Detailed allowances for new furniture and technology to fully fit out the Library as described here have been included in the estimated project costs (in Attachment C). Only a portion of that estimate has been included in the grant budget. Enhancements to reach the full vision are planned for future phases or for when additional funding is available. Estimated costs for transitioning to a radio-frequency identification system (RFID), which the UDPL is investigating as a collections management tool, is also included in the budget figure.

Site work estimates, like the furniture and equipment estimates, have been prioritized. Only the costs required for getting the library up and running have been included in the Keystone grant budget. Designs show a more complete vision, including redirected traffic flows for driveways and parking lots and a proposed entrance from Highland Avenue, which are not required for the Library to operate. For that reason, these enhancements will be undertaken by township staff or will be completed with additional funding sources outside of this proposed project.

Moving the UDPL to the Virginia Drive property will yield a more (physically) central location within the community, improve accessibility for the physically challenged, increase both vehicular and pedestrian access and moreover, dramatically improve program offerings, program spaces and space for the collections - all bringing the library closer to being a state-of-the-art, intergenerational facility and to fulfilling its mission of *"Connecting people and ideas to educate, inspire and strengthen the Upper Dublin community. UDPL—We're About You!"*

## **000.11 DETAILED PROJECT DESCRIPTION**

### **Outline Specification**

- **MEP Improvements to the building:**
  - HVAC improvements
    - replace existing electric boilers with gas fired, high-efficiency boiler
    - replace existing hydronic pumps
    - replace building's main air handler
    - provide new HVAC control system
    - reconfigure existing ductwork.
  - Electrical improvements
    - revise and upgrade existing electrical power distribution system
    - provide new emergency generator
    - install new LED lighting throughout all library spaces (existing lighting will remain in some of the existing perimeter offices which will be used for flexible meeting rooms)
    - distribute electric power to every office, computer lab, study / seating area, meeting room, and staff space per code
  - upgrade existing fire alarm system (ensure code-compliance)
  - revise / upgrade existing wet fire suppression system to adapt the system to the new configuration of spaces
  - provide new building security system with camera monitoring
  - provide an intercom and A/V system
  - provide new plumbing fixtures at the existing restrooms
  - provide new drinking water fountains
  
- **Primary Renovations to the existing building required for adaptation to a Public Library:**
  - selective demolition of existing partitions
  - construction of new partitions
  - fit-out of primary spaces
  - upgrade MEP systems as noted above
  - remove existing solid guardrail at the two story lobby and replace with a glass and steel guardrail system
  - install sections of interior windows to allow staff to monitor Library operations and to provide natural light to interior spaces
  - The main Public areas of the Library will receive new finishes including:
    - metal stud / drywall partitions with painted finishes,
    - some wood paneled finishes (see renderings),
    - new aluminum framed glass openings and partitions,
    - new acoustic and drywall ceilings,
    - new finish floor materials,
    - new solid core wood doors, and related new hardware
    - new visual display surfaces
    - new casework and countertops

*continued on next page*

## **000.11 DETAILED PROJECT DESCRIPTION**

### **Outline Specification, *continued***

- **Primary Renovations...*continued***
  - install an automatic electronic shading system (Mecho-shade) at the Great Hall on the second floor to avoid glare for users
  - new interior directional signage will be provided
  - new barrier-free automatic door operators at main entrance
- **Structural Improvements**
  - Structurally reinforce four specific structural bays to accommodate increased loads where the tall book stacks are planned on the second floor
    - reinforce the perimeter floor girders by adding an 8" structural "T" to the bottom flanges of the girders (the floor joists within these bays are adequately sized).
- **Roof Repairs**
  - general roof repairs
- **Improvements to Existing Elevator**
  - renovate and upgrade the existing elevator equipment,
    - install a new cab,
    - enlarge the elevator cab and hoistway
- **Furnishings and Technology**
  - a portion of the Library's existing furnishings and technology equipment will be reused in the new Library.
  - other new furnishings and technology will be purchased directly by the Owner
- **Drive-up Book Drop**
  - provide a vehicular drive-up book drop on the North side of the building
- **New Family-Type Uni-Sex Restrooms**
  - add a number of family type uni-sex toilet rooms to supplement the existing public restrooms
- **Existing Restrooms**
  - renovate existing restrooms to be fully accessible
  - remove existing toilets and install new fixtures in code-compliant configurations
  - supplement existing grab bars as required to yield code compliant installations
  - repair tile finishes where disturbed by demolition and construction activities
  - equip restrooms with baby changing stations
  - incorporate a lactation space in the Children's Library area

*continued on next page*

## **000.11 DETAILED PROJECT DESCRIPTION**

### **Outline Specification, *continued***

- **Parking Lot Improvements Phase 1**
  - modify existing driveway to allow for a new vehicular book drop-off location
  
- **Future Phase Site Work Improvements**
  - only minimal Site Work is included in Phase One
  - proposed improvements for a future phase(s) of work:
    - new LED site lighting
    - resurface existing parking lots and drives
    - enhance landscaping
    - a new walking trail and sidewalks from Highland Ave. to the Library
  
- **Future Phase Exterior Canopy / Façade Improvement**
  - new entrance canopy across the left side of front façade
    - *This canopy is intended to provide pedestrians with weather protection coming from the main parking area to the main entry doors.*

**000.2 LIBRARY BUILDING CONSULTANT STATEMENT (Optional)**

June 12, 2012

RE: Upper Dublin Public Library – Keystone Grant Application

Glenn Miller, Deputy Secretary  
Office of Commonwealth Libraries  
Pennsylvania Department of Education  
607 South Drive  
Harrisburg, PA 17120-0600

Dear Deputy Secretary Miller,

It is with great pleasure that I offer my support to the Upper Dublin Public Library in their pursuit of a Keystone Grant for the relocation of the Library. The Library wishes to relocate to a newly acquired facility located at 520 Virginia Drive. The conversion of this former office building into a state of the art Library will provide the Upper Dublin community with a greatly expanded space that will accommodate significant offerings of programs, services and collections. The building will provide for complete accessibility through a series of ADA upgrades. The Library will include a new accessible elevator and energy efficiency upgrades, including a new HVAC system.

I have been privileged to work with the Upper Dublin Public Library staff, Township officials and the architect of record for the project since the start of 2018. My role has been as advisor and consultant. I have worked with over 100 libraries on three continents, and am delighted to be a part of this important project. The Upper Dublin Project Team has consulted with me on an array of programming and library design matters, including involving the community through surveys and conversations. This imaginative solution to greatly expanding the role of the Library in Upper Dublin has the full support of the Library staff, Board and Township. The acquisition and innovative conversion of this building will offer a more vast space allocation than might otherwise be achievable. The Library program includes the management of a significant auditorium space and café as well as the Library space program of approximately 36,000 square feet, more than double the size of the current Library.

We have studied several examples of current, progressive Libraries as benchmarks and inspiration points for the planning and design of this new Library. We have also visited a number of non-library spaces that will inform the community spaces, including a creative suite that will

serve businesses, individuals and families with an array of technology, furniture and staff support. The expansion of space for children and teenagers is a noteworthy component of this plan, and the focus on accessibility and tenets of Universal Design make this project particularly deserving of funding attention.

I hope that the Keystone Grant Selection Committee will recognize the worthiness of this application for this enterprising plan.

Sincerely,

A handwritten signature in blue ink, reading "James R. Keller". The signature is fluid and cursive, with a large initial "J" and "K".

James R. Keller, AIA  
Principal, Owner

**000**

**000.3 BUDGET WITH REVENUE AND EXPENDITURES**

## Project Budget

### A. Estimated Expenditures

(Attach all estimates as described in the instructions for Attachment C)

- Clearly identify the total estimated cost of the entire project.
- Documentation must show how estimates were calculated.

Categories		Dollar Amount
<b>Professional Fees</b>		\$ 1,645,610.00
<b>Equipment Costs</b>	Furniture, Fixtures & Equipment (including RFID system)	\$ 515,000.00
<b>Material Costs</b>	Including Labor Cost	\$ 6,299,696.00
<b>Other</b>	Site cost	\$ 128,223.00
<b>Total Project Cost</b>		<b>\$ 8,588,529.00</b>

### B. Revenue

(Attach all documentation as described in the instructions for Attachment D)

- PROJECT column lists all sources of revenue which will fund the project.
- MATCHING column specifies what part of the PROJECT column will be used toward matching.
- Total match should equal the requested Keystone Grant amount.
- For projects \$200,000 and over, a line of credit may not exceed 50% of matching funds.
- Documentation must demonstrate all funding sources.

Source of Fund	Project	Matching
<b>Requested Keystone Grant</b>	\$ 750,000.00	
<b>Cash on Hand</b>	\$ 3,750,000.00	\$ 3,750,000.00
<b>Other Funds (explain below)</b>		
Cash on Hand - Community Reinvestment Fund	\$ 4,088,529.00	\$ 4,088,529.00
<b>Total Project Cost</b>	<b>\$ 8,588,529.00</b>	
<b>Total Matching</b>		<b>\$ 7,838,529.00</b>

Total Project Cost in section A and B must be equal.

The budget portion of this application was prepared by:

Name: Jonathan Bleemer

Title: Upper Dublin Township Finance Director

## 000.4 PROJECT NEED / LOCAL ECONOMIC CONDITIONS

### Project Need

Explain the need for the project. Describe the expected impact of the project on library service, library users and the community. Explain any economic conditions that are creating financial distress in the local community.

### Project Summary

The Upper Dublin Public Library (UDPL) has the opportunity to expand its excellent, state-of-the-art programs in a newly-imagined facility that is destined to be a future community hub for knowledge, arts and culture. In November 2017, Upper Dublin Township purchased a building located at 520 Virginia Drive in the Fort Washington Office Park to be the new, future home of the UDPL. For nearly two decades, both objective studies and informal observations and dialogue within the community have clearly recognized that the UDPL's existing facility is simply inadequate to meet the needs of Upper Dublin residents. Once renovated, however, this new location will provide the additional library square footage that has been a well-recognized and documented need. Furthermore, this building will ensure that library services are available more readily and are widely accessible to the Township's diverse population of residents, from infants to a growing community of seniors, as well as Office Park companies and their employees. Combining the Library's valued traditional services with adaptive and flexible modern library design, this 21<sup>st</sup>-century Library, centrally located in Upper Dublin Township, will be built to last for generations to come, furthering the Library's mission better than ever—"Connecting people and ideas to educate, inspire and strengthen the Upper Dublin community."

Built in 1987, the property on Virginia Drive is a 57,200 square foot former pharmaceutical corporate office building of which 37,000 square feet is envisioned for the UDPL. The structure affords many features that, with renovation, will amply support the Township and the Library's shared vision of a future community hub with the UDPL as its anchor. Notably, this project has been identified by Township leaders, planning experts, and local legislators as forward thinking, both as part of the Fort Washington Office Park revitalization and as an achievement in the 2018 Implementation Update of *Montco 2040: A Shared Vision*, serving the goal to "support strong downtowns and community destinations, including mixed use areas, arts and culture focal points, libraries and other gathering places."

This significant, visionary project to renovate and adaptively reuse an existing building is fully consistent with the Keystone grant priorities, including new building construction, which provides additional space and "demonstrably improve[s] library service to the general public" while at the same time includes plans for mechanical, electrical and plumbing upgrades that will ensure the 1987 building is sustainable and accessible for all residents. If awarded, this would be the first ever Keystone grant received by the Upper Dublin Public Library.

### Library History & Background

The Upper Dublin community has long recognized and valued the services and resources that public libraries deliver. The UDPL originated as the Oreland Public Library in 1932 when it was established by the Oreland Parent-Teacher Association in a closet in the basement of the East Oreland Elementary School. It officially became the Upper Dublin Public Library in 1965 when its services were extended to the entire Township,

*Continued on the next page*

## **000.4 PROJECT NEED / LOCAL ECONOMIC CONDITIONS**

*Continued from previous page*

and it was moved from the basement to two rooms on the first floor of the Elementary School. Over the decades to come, the Library would move two more times, each time to a larger facility, first to Sandy Run Elementary School in 1977 and then to the Upper Dublin Township building in 1991.

Throughout the 1970s, as Upper Dublin's population grew, demand for library services concurrently expanded. However, modest efforts to address space needs (such as a small branch library and a fee-for-borrowing collaboration with neighboring Wissahickon Library) failed to meet the community's consistent desire for a full-service, strategically located public library. Indeed, in 1977, Library Consultant Edwin P. Beckerman called the public library service in Upper Dublin "painfully inadequate", explaining he used the word "painfully" because its community profile "almost always results in excellent local public libraries." After two hotly-contested referendum attempts to finance a new library, the UDPL made its last move to the Upper Dublin Township building in 1991. As part of that arrangement, the Library became a department of the Township.

For the last 27 years, the Upper Dublin Public Library has established a sound track record of leveraging its 15,000 square foot library facility, promptly responding and adapting to the changing needs of the community to improve the quality of life for Upper Dublin residents. Over the years, the facility was reconfigured multiple times to respond to dramatic changes related to technology, introduce new services, such as public workstations to connect people to the Internet, or to remove outdated services, like the card catalog when all the holdings went online. In addition, consistent with ongoing research supporting the critical role of reading in early childhood development, adjustments were made to the library layout to maximize its ability to reach our youngest residents. Nonetheless, such efforts to deliver library services as widely as possible have obviously reached their limits, as recognized not only by the library staff, but also by users in a recent library survey.

Today, the UDPL is, demonstrably, more valued and heavily used by its 26,000+ residents and those of neighboring communities than ever before. Open 350 days, 7 days per week year round, the Library prides itself on providing high quality educational, technological and cultural resources in an affordable manner to the entire community. In fact, the UDPL's tagline reads "UDPL—We're About You!". Over the last several years, the UDPL has expanded programming and services to encompass initiatives in early literacy, STEAM (science, technology, engineering, art and math), and lifelong learning for adults. The community response to these efforts has been overwhelmingly positive and reflects expectations for the future.

Furthermore, the UDPL recognizes its role in the larger network of libraries across Montgomery County and the Commonwealth, and is dedicated to sharing time, talent, knowledge and resources to improve library services for everyone. The UDPL was a founding member of the Montgomery County Information and Network Consortium (MCLINC), and today, shares thousands of titles per month with residents throughout Montgomery County, consistently loaning more to neighboring libraries than it needs to borrow from them to serve Upper Dublin patrons. The UDPL is also active at the district level, having initiated and led the annual One Book, One Montgomery County for the past three years. Lastly, all Upper Dublin librarians are active members of the Pennsylvania Library Association; they have held leadership positions in the regional chapter and regularly share their experiences through presentations at state conferences.

The statistics and data amply support the UDPL's successful service to the Upper Dublin community. In 2017, the UDPL loaned 344,000 books and other materials, including 30,162 downloadable/streaming titles and

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## 000.4 PROJECT NEED / LOCAL ECONOMIC CONDITIONS

*Continued from previous page*

233,338 printed titles. Though serving the 10<sup>th</sup> largest population in Montgomery County, the UDPL had the 6<sup>th</sup> highest circulation and the 3<sup>rd</sup> highest per capita borrowing, according to the 2017 statistics reported by the state-aided libraries. Additionally, the UDPL hosted 1,121 programs in 2017 with a total attendance of 19,797. The UDPL also provides a strong virtual presence for connecting with the community remotely; in 2017, the Library website received 128,202 visits. The Library's staff, comprised of six full-time librarians and an additional 8.75 FTEs (full-time equivalents) in support staff, is perpetually rated as excellent in community surveys.

While the UDPL is comparatively well-funded, over the years, the community's high demand and the changing nature of library services has required increased support from outside the Library's operating budget. Today, the Friends of Upper Dublin Public Library are a necessary resource, supplying the Library with an additional \$30,000 - \$40,000 in programming support each year. They also raised over \$100,000 for new furnishings and equipment when the Library underwent some minor renovations in 2012. Additionally, the Library boasts a dedicated and powerful volunteer team, who, together share their time and expertise in support of the community through the Library. They make up about 10% of the Library's workforce today.

The UDPL's usage and community engagement support is certainly impressive. Nonetheless, the increasing levels of services desired by library users strains the UDPL's ability to meet their evolving needs. While it is a testament to the resourcefulness of the library staff and the generosity of the UDPL's many partners who provide the library with alternate spaces that enable the Library to carry out its mission today, the existing library facility has severely constrained the UDPL's efforts. While always seeking opportunities to serve residents well, for more than a decade, the existing library facility's shortfalls have long been recognized and reported. The inadequacy of the existing facility continues to hamper delivery of excellent service because it can no longer be adapted to the changing needs of modern library users.

### **Planning**

Any success or recognition that the Upper Dublin Public Library has received in its services to the community can be attributed to its planning. The UDPL has consistently operated with a planning document as a roadmap since 2004, when, with the support of an LSTA (Library Services and Technology Act) grant, the Library Board and staff underwent their first strategic planning process with a professional consultant team, Library Development Solutions. A survey of the community was conducted as part of the information gathering process, and included focus groups, interviews and a paper survey. The result of this first planning effort was *Future Focus 2004-2009: A Long Range Plan for the Upper Dublin Public Library*, which guided the UDPL staff and Board for the next five years.

Among other things, *Future Focus* identified the existing facility's shortfalls, particularly the difficulties in differentiating spaces for various activities so that "noisy" and "quiet" activities could co-exist. Strategies like creating an ongoing facilities committee of the Library Board and creating a facilities plan that emphasizes space usage and a welcoming "café/community living room" were recommended and became the basis for another successfully awarded LSTA grant to fund a Facilities plan.

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## 000.4 PROJECT NEED / LOCAL ECONOMIC CONDITIONS

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In 2008, Himmel & Wilson Consultants with Casaccio Architects were charged with developing a comprehensive Facilities Plan based on current and anticipated future needs of the community. Residents were again surveyed through focus groups, interviews and an online survey of 700 people. The findings of the report, *Inventing the Future of the Upper Dublin Public Library*, identified a library facility that is significantly undersized, and inadequate to serve the needs of residents in a modern, 21<sup>st</sup> century library. It was identified that if “common space allocation standards for shelving, tables, chairs, etc. [were] applied, the CURRENT contents of the Loch Alsh facility should be in a space of approximately 22,000 gross square feet (GSF). In other words, the Library is currently putting 22,000 GSF of contents into a 15,000 GSF area.” Ultimately, the consultant team recommended that a facility of approximately 40,000 GSF “would meet the community’s needs for an extended period of time (30 years) and would be heavily used by the people of the Township.” (See Appendix for *Inventing the Future of the Upper Dublin Public Library* Executive Summary).

A response to this study was shelved as the recession loomed and several other township facility projects already in the works were completed. Instead, the Library staff and Board focused on recommending minor improvements to the existing facility, such as carving out a larger teen space. Based on an idea from a member of the Himmel & Wilson consultant team, the UDPL made small interior changes, such as enclosing the existing small teen area to create a quiet reading room. Modified office space became a new, larger teen area. Plans to reconfigure the children’s area also enabled the successful award of a Family Place Library grant that significantly enhanced the UDPL’s early learning program. These adjustments gave the UDPL an opportunity in 2012 to respond to several immediate needs that would carry it through until a comprehensive decision could be made about the best way to meet the obvious need for more space, either through expanding the library or building a new one.

In 2016, the need for a new library facility drew the attention of Township leadership again upon the completion of the Upper Dublin Township Municipal Campus Master Plan/Capital Improvements Study, which included an assessment of township building conditions for all departments. The report identified space needs for all township departments on the township campus, including Upper Dublin Public Works, Parks & Recreation and Code Enforcement along with the UDPL. Plans had begun and costs were being discussed for constructing a new, free-standing library on the township campus when the property at 520 Virginia Drive came under consideration by township commissioners as a viable alternative. (See Appendix for Recommendations for “UDT Properties at 801/805 Loch Alsh & 520 Virginia Drive from the Upper Dublin Facilities Steering Committee”).

### **Barriers to Service**

The various studies conducted over the last decades have clearly identified the existing library facility’s barriers to service. The overarching issue that has resounded in every study and among many discussions with and complaints from visitors is the facility’s inability to serve all of the types of activities required of a modern library, a place that is meant to welcome and serve six generations. In particular, the need to separate the “noisy” nature of group discussions and children’s play from areas meant for quiet reading, work and study is essential.

Clearly, the issues with differentiating noisy and quiet spaces are attributable to the facility’s overcrowding. Himmel & Wilson described the severity of the overcrowded facility with their assessment that the UDPL was

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## 000.4 PROJECT NEED / LOCAL ECONOMIC CONDITIONS

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squeezing 22,000 GSF of contents into a 15,000 GSF facility. Not only does this mean that the facility is uncomfortable, but also that walkways can be difficult to maneuver. Shelving is also overcrowded. Despite a rigidly-followed weeding schedule, staff report they are weeding some collections too heavily because space is needed for new titles, causing concerns there are imbalances in the collections.

Over the last five years, as programming has become more central to the Library's mission, spaces for hosting the UDPL's array of storytimes, classes, entertainers, lectures, and clubs have reached their limit. The Library facility's only programmatic spaces include a small storytime room and a 12-seat conference room. Programs requiring more space are held in (1) the township community rooms, which are only accessible through the Township Building's main entrance and which are becoming more difficult to book during peak periods; (2) on the library floor, thereby disrupting general library users; or (3) off site if accommodations can be arranged at a reasonable expense. Thus, the UDPL's space limitations not only thwart program capacity generally, but they also come at the cost of valuable staff time as staff must continually seek appropriate, accessible space to provide the services the Upper Dublin community expects.

### **Opportunities & Priorities for a New Library at 520 Virginia Drive**

The Virginia Drive property in Fort Washington was identified as an ideal new home for an expanded UDPL not only because it would resolve the Library's overcrowded conditions and provide the Library with more suitable programming spaces, but also because it provided a wealth of opportunities for the Library and Township to serve the community better for generations to come. This project addresses several needs that match Keystone grant priorities, including new building construction, which provides additional space and "demonstrably improve[s] library service to the general public" while at the same time includes plans for mechanical, electrical and plumbing upgrades that will ensure the building is sustainable and accessible for all residents.

Built in 1987, 520 Virginia Drive is a 57,200 square foot former pharmaceutical corporate office located just 1.5 miles from the current library/township campus. The property is located along the regional Cross County Trail (part of the "Circuit" Trail System), which is funded and currently in construction. In the 2018 Implementation Update of *Montco 2040: A Shared Vision*, the purchase of this facility was identified as a 2017 achievement by Upper Dublin Township toward the goal to "support strong downtowns and community destinations, including mixed use areas, arts and culture focal points, libraries and other gathering places."

The facility provides more than enough space to expand the UDPL, and includes several unique features that will serve a modern library well, including an existing café, 300-seat auditorium, extensive parking, and lots of natural light. The property is also adjacent to township-owned property and located between the Fort Washington Post Office and the Township's Camp Hill and Highland Athletic Complex. It is located closer to the geographic center of Upper Dublin Township; walkable for thousands of neighboring residents; conveniently connected to existing trails as well as public transportation; serves as an anchor for the Fort Washington Office Park revitalization, designed to draw business and boost the local economy; and enables other departmental space needs to grow into the vacated library facility.

The needs for an expanded library and the priorities that have driven the design for the Virginia Drive property are one and the same. By taking advantage of the building's greatest features, the design enclosed represents

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## 000.4 PROJECT NEED / LOCAL ECONOMIC CONDITIONS

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the best reuse of the building to serve modern library users. By placing the children's library on the lower floor and a variety of spaces designed for collaboration, creation or independent study or reading upstairs, the design strives to differentiate spaces for various activities in ways that the UDPL has never had the chance to offer before. The design also responds to other improvements the UDPL has heard time and again from residents through past studies and discussions, including:

- A separate, larger kids area
- Quiet study spaces
- More books (and other materials)
- More education/programs
- Public meeting spaces
- Comfortable seating
- Better computer space
- Welcoming/inviting atmosphere
- Café

The results of a recent 2018 online survey, completed by 1,260 participants, further informed the priorities for this project. When given the opportunity to rank a variety of roles the library plays on a scale of 0-10, the top three most important roles identified were: (1) connecting children with books and instilling in them a love of reading and learning (9.17); (2) serving as a source of reading materials for personal enjoyment (8.94); and (3) serving as an educational institution for lifelong learning (8.48).

### **Financial Need**

While a new, expanded Upper Dublin Public Library presents many opportunities to demonstrably improve library services for Upper Dublin Township and residents from surrounding areas, the costs for repurposing 520 Virginia Drive and sustaining the operations of a larger, 2-floor library understandably raise concerns. Upper Dublin Township made a significant investment in the UDPL when the Board of Commissioners saw the opportunities for the community and purchased the building in spite of other school district and township capital projects on the immediate horizon, including a new middle school and the space needs of the other township departments as identified in the 2016 Upper Dublin Township Municipal Campus Master Plan/Capital Improvements Study.

Relocating an expanded UDPL to the Virginia Drive property is only the first phase of a larger municipal master plan. Some of the added Library operating costs as well as enhancements to the Library and shared community asset spaces, such as the auditorium, are planned for a later phase or until alternate funding solutions become available. The Board of Commissioners is encouraging a portion of the project be supported with community contributions. The Friends of Upper Dublin Public Library have been asked to lend their support with a fundraising campaign. Additionally, the Township is investigating the rental of spaces by outside tenants and a café operator so that rental income can offset some of the increased operating expenses. For these reasons, additional funding sources, like the Keystone grant, are critical to the success of the new UDPL, especially as

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## **000.4 PROJECT NEED / LOCAL ECONOMIC CONDITIONS**

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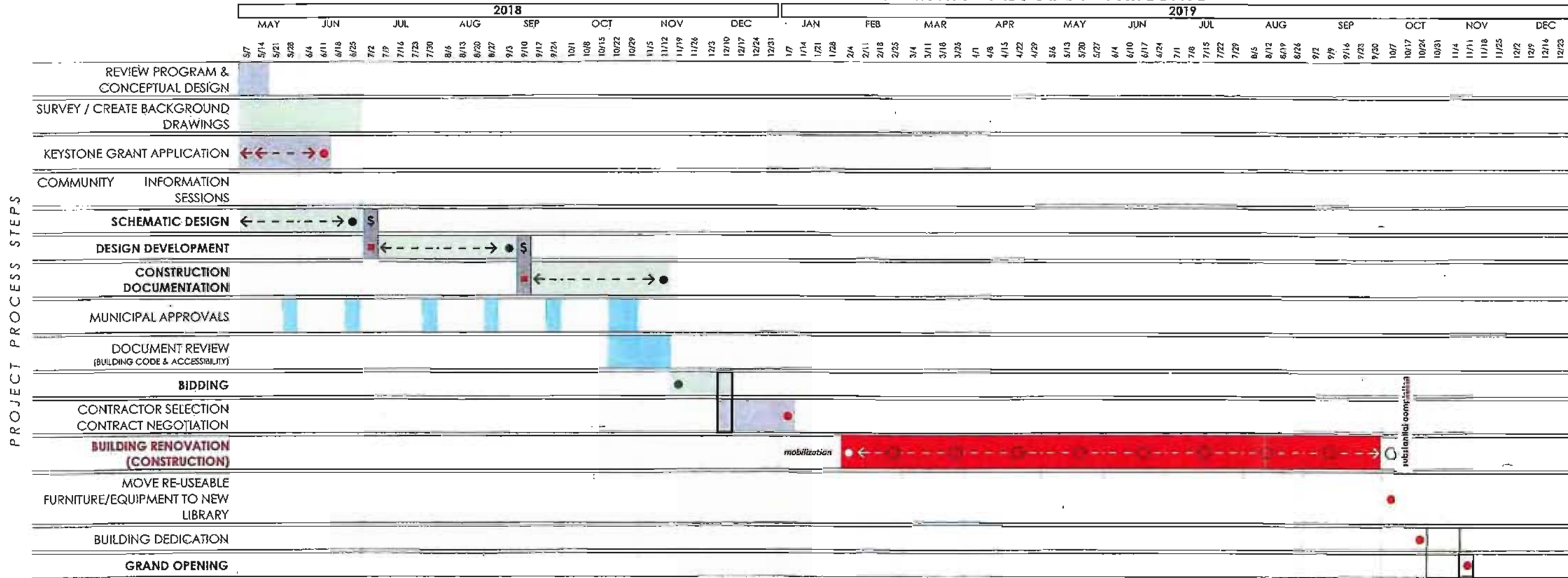
these funds would be used for bringing this 1987 building up to modern accessibility standards so it can truly be a library for all.

While this Keystone grant would be the first ever for Upper Dublin Public Library, Upper Dublin Township personnel are skilled at managing grants. The UDPL responsibly oversaw the implementation of three LSTA grant projects over the last 16 years, including the planning reports that led to this new library project.

There is growing national awareness of the critical social, educational and civic needs that libraries are capable of addressing. These include, but are not limited to: the adverse consequences of social isolation for teens and the elderly; the urgent need to assure sound literacy skills, not only for the very young, but also for English language learners of all ages; and the lasting value of civic engagement in a democracy, which is vital for the successful operation and resiliency of our communities. A review of the UDPL's programming and resource acquisition in the past five years readily demonstrates the commitment of the dedicated library professionals to deliver services that address these essential goals, and more. Combined with proactive governmental leadership, Upper Dublin Township is poised to create a model library of the future. We are confident that the Keystone grant will provide the pivotal and crucial support needed to jump start this transformation.

**000.5 PROJECT TIMELINE / WORK PLAN**

UPPER DUBLIN PUBLIC LIBRARY PROJECT TIMELINE



- Library Team
- Municipal Team
- Design Team
- Joint Efforts
- Construction Team
- Project Milestone
- \$ Budget Review Meeting
- Job Progress Meeting
- Leadership Team Review Meeting

**Upper Dublin Township  
Public Library - Targeted Milestones  
May 22, 2018**

Master Plan Milestone Description	Milestone Date	Comments
Planning Team Notice To Proceed	10.24.17	
Kickoff Planning Meeting	10.31.17	Administrative Team Meeting
Facility Assessment Progress Meeting	11.15.17	Administrative Team Meeting
Final Staff input	11.30.17	Administrative Team Meeting
Update Board of Commissioners	1.9.18	Board Presentation
Steering Committee Meeting	1.15.18	Tour of 520 Virginia Dr & 801 Loch Alsh Ave.
Library Consultant selected by UDT	1.17.18	Library Board approval
Steering Committee Progress Meeting	2.5.18	
BOC Approval to move forward with Phase I Design	3.13.18	
Phase I - Design kick off meeting	3.21.18	Leadership Team
Phase I - Schematic Design Review Meeting	4.6.18	Library Director, Library Consultant, GKO & DEI
Programming Meeting with Library	4.19.18	
Design Team Meeting	4.27.18	
Schematic plan complete	5.4.18	
Budget Reconciliation Meeting	5.10.18	DEI & GKO
Leadership Team Review Meeting	5.14.18	Leadership Team
Presentation information due to UDT	5.15.18	
Partial Schematic Design Phase Approval	5.22.18	Board of Commissioners Meeting
Keystone Grant Submission	6.15.18	
Phase I - Schematic Design Complete	6.25.18	
Budget Reconciliation Meeting	6.29.18	DEI & GKO
Leadership Team Review Meeting	7.3.18	Leadership Team
Schematic Design Phase Approval	7.10.18	Board of Commissioners Meeting
Phase I - Design Development		Start 7.11.18
Design Team Meeting	TBD	
Design Team Meeting	TBD	
60% review meeting	TBD	
Design Development Plan Complete	9.4.18	
Budget Reconciliation Meeting	9.7.18	DEI & GKO
Leadership Team Review Meeting	9.10.18	Leadership Team
Design Development Phase Approval	9.11.18	Board of Commissioners Meeting

**Upper Dublin Township  
Public Library - Targeted Milestones  
May 22, 2018**

Master Plan Milestone Description	Milestone Date	Comments
Phase I - Construction Documents		Start 9.12.18
Design Team Meeting	TBD	
Design Team Meeting	TBD	
90% review meeting	TBD	
Construction Documents Complete	11.2.18	
Budget Reconciliation Meeting	11.7.18	DEI & GKO
Leadership Team Review Meeting	11.9.18	Leadership Team
Construction Document Approval	11.13.18	Board of Commissioners Meeting
Final Bid Document and Specifications Due	11.16.18	Design Team
Project Procurement	11.19.18	
Construction Bids Due	12.17.18	Leadership Team
Award Contracts	1.8.19	Board of Commissioners Meeting
Start Construction - Mobilization	2.1.19	
Selective Demolition Start	2.15.19	
MEP Rough-ins	3.15.19	
Fitout and Finishes	4.15.19	
Substantial Completion (7 months)	9.15.19	
Start Intial Move-in	10.1.19	Library Furniture installation
Building Dedication	10.15.19	
Final Library Move-in complete for Public Use	11.15.19	

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 19-2336**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP AUTHORIZING THE EXECUTION OF A PROJECT MANAGEMENT SERVICES CONTRACT WITH D'HUY ENGINEERING, INC. FOR THE RENOVATION OF 520 VIRGINIA DRIVE, UPPER DUBLIN TOWNSHIP, PENNSYLVANIA, TO REPURPOSE THE BUILDING FOR USE AS A PUBLIC LIBRARY AND OTHER MUNICIPAL PURPOSES, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SIXTY-TWO THOUSAND DOLLARS (\$362,000)**

**WHEREAS**, the Township of Upper Dublin purchased 520 Virginia Drive, Upper Dublin Township, Montgomery County, Pennsylvania, on November 21, 2017, for the purpose of repurposing the existing 57,000 square foot building for use as a public library by the residents of Upper Dublin Township, and for other municipal purposes; and

**WHEREAS**, the relocation of the public library from the Township Administrative Services Building at 801 Loch Alsh Avenue to 520 Virginia Drive will enable Upper Dublin Township to repurpose that approximate 15,000 square foot space for much needed expansion of the administrative offices of Upper Dublin Township; and

**WHEREAS**, Upper Dublin Township has selected the firm of D'Huy Engineering, Inc. to perform the necessary project management services in conjunction with the project; and

**WHEREAS**, the Township has received a satisfactory proposal from this firm to perform such services.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Township of Upper Dublin that:

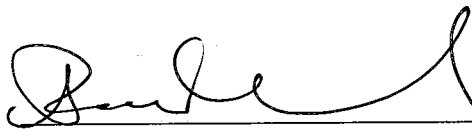
Section 1. The Township Manager and the President of the Board of Commissioners are granted signatory authority to finalize and execute a Project Management Services Agreement with D'Huy Engineering, Inc. for project management services in conjunction with the repurposing of 520 Virginia Drive in a form substantially similar to the agreement attached to this resolution as Exhibit "A," and any other document required by the agreement, on behalf of the Township Of Upper Dublin And The Board Of Commissioners, in an amount not to exceed Three Hundred Sixty-Two Thousand Dollars (\$362,000.00) for the Pre-Construction and Construction Phases. Any additional services not contemplated by the work in these two phases will be compensated at an hourly rate as set forth in the contract.

Section 2. The Township's Secretary is empowered, authorized and certified to declare, to all those inquiring, that any copy of this resolution is true and correct and duly adopted according to law by the Board of Commissioners. In making such declaration, the Township's Secretary shall affix the Seal of the Township of Upper Dublin to any such true and correct copy of this Resolution.

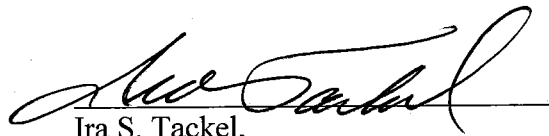
RESOLVED, this *9th* day of *April*, 2019.

ATTEST:

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN



Paul A. Leonard,  
Secretary/Township Manager



Ira S. Tackel,  
President



# AIA<sup>®</sup> Document C132<sup>™</sup> – 2009

## Standard Form of Agreement Between Owner and Construction Manager as Adviser

**AGREEMENT** made as of the 9<sup>th</sup> day of April in the year 2019.  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

The Township of Upper Dublin  
801 Loch Alsh Avenue  
Fort Washington, PA 19034  
Telephone: 215-643-1600

and the Construction Manager:  
*(Name, legal status, address and other information)*

D'Huy Engineering, Inc.  
1 East Broad Street, Suite 310  
Bethlehem, PA 18018  
Telephone: 610-865-3000

for the following Project:  
*(Name, location and detailed description)*

Repurposing and Fit-Out in Phases as Directed by the Owner  
520 Virginia Drive  
Fort Washington, PA 19034

See Attachment A with design development plans and budgets.  
The Architect:  
*(Name, legal status, address and other information)*

Godshall Kane O'Rourke Architects, LLC  
12 East Butler Avenue, Suite 205  
Ambler, PA 19002  
Telephone: 215-646-2003

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132<sup>™</sup>-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232<sup>™</sup>-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132<sup>™</sup>-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232<sup>™</sup>-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

Attachment A is the design development plan and final costs budget. These will be further developed and completed in the construction/permit document design phase by the Owner, Architect, ESCO company, and Construction Manager.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

The Project includes the fit out of the 520 Virginia Drive building. The initial scope of the project shall be as per Attachment A.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

See Attachment A for the budget. This budget has been reviewed with the Architect, Owner, and ESCO company for content of scope and final costs. Any changes to the budget must be approved in writing by the Owner.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Start design construction permit documents: April 2019.

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Complete construction permit documents and approvals: June 2019.

Some of the approvals required include:

- Upper Dublin Township Commissioners
- Any zoning approvals
- Building code

department

.2 Bid/Award: April 9, 2019.

.3 Commencement of construction: July 2019.

.4 Substantial Completion date or milestone dates: February 15, 2020.

.5 Other

- a. Milestone dates will be updated by Construction Manager.
- b. The dates are subject to change based on municipal/agency approval timelines and after approval by Owner and Construction Manager.

*(Paragraph Deleted)*

§ 1.1.5 The Owner intends the following procurement method for the Project:  
*(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)*

Energy Service Company (ESCO) Contract through public RFP process including general construction, HVAC construction, electrical construction, plumbing construction, system commissioning and HVAC Balancing.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:  
*(List number and type of bid/procurement packages.)*

Fast track – not applicable  
Multiple bid packages – not applicable  
Phased construction - not applicable

§ 1.1.7 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

1. Energy conservation and environmentally responsible design shall be pursued by Architect and ESCO.
2. All Pennsylvania public procurement requirements shall be part of the specifications.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:  
*(List name, address and other information.)*

Paul Leonard, Township Manager  
The Township of Upper Dublin  
801 Loch Alsh Avenue  
Fort Washington, PA 19034  
Telephone: 215-643-1600

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
*(List name, address and other information.)*

Godshall Kane O'Rourke Architects, LLC

12 East Butler Avenue, Suite 205  
Ambler, PA 19002  
Telephone: 215-646-2003

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:

*(List name, legal status, address and other information.)*

.1 Land Surveyor:

To be retained by Architect if required.

.2 Geotechnical Engineer:

To be determined. RFPs will be issued if required.

.3 Civil Engineer:

To be retained by Architect if required.

.4 Other:

*(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)*

Library Consultant

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:

*(List name, address and other information.)*

Arif Fazil, P.E., CCS, LEED AP  
D'Huy Engineering, Inc.  
1 East Broad Street, Suite 310  
Bethlehem, PA 18018  
Phone: 610-865-3000

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:

*(List any specific requirements and personnel to be included in the staffing plan, if known.)*

See Article 11 for staffing plan and hours allocated.

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:

*(List name, legal status, address and other information.)*

None.

.2 Other consultants:

None.

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

None.

§ 1.1.15 Other Initial Information on which the Agreement is based:

Site, civil, landscaping, structural, HVAC, plumbing, electrical and technology consultants, if required, shall be retained at Architect's expense.

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§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement and subject to the time limitations contained in Section 11, Compensation.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than Three Million Dollars (\$3,000,000.00) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

## ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

### § 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3.

### § 3.2 Preconstruction Phase

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§ 3.2.1 The Construction Manager shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 3.2.2 Intentionally omitted.

§ 3.2.3 Intentionally omitted.

**§ 3.2.4**

The Construction Manager shall expeditiously review design documents and advise on proposed methods of Project delivery. The Construction Manager shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.

§ 3.2.5 The Construction Manager shall prepare a Project Schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the project schedule relating to the performance of the Architect's services. In the Project Schedule, the Construction Manager shall coordinate and integrate the Construction Manager's services, the Architect's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.

§ 3.2.6 As the Architect progress with the preparation of the Construction Documents, the Construction Manager shall prepare an estimate of Construction Cost of increasing detail and refinement. The estimated cost of each Contract shall be indicated with supporting detail. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Construction Cost may exceed the latest approved Project budget and make recommendations for corrective action.

§ 3.2.7 The Construction Manager shall consult with the Owner and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

§ 3.2.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.10 The Construction Manager shall advise on the division of the Project into individual Contracts for various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Construction Documents and make recommendations as required to provide that: (1) the Work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract, and (3) the likelihood of jurisdictional disputes has been minimized.

§ 3.2.11 The Construction Manager shall prepare a Project construction milestone schedule providing for the components of the Work, including phasing of construction, times of commencement and completion of specific milestone dates for Contractors that Construction Manager determines to be appropriate, ordering and delivery of products requiring long lead time, and the occupancy requirements of the Owner. The Construction Manager shall provide the current Project construction milestone schedule for each set of bidding documents.

§ 3.2.12 The Construction Manager shall monitor the contractors' compliance with the ordering and delivery of materials requiring long lead time.

§ 3.2.13 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

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**3.2.14** Following the Owner's approval of the Construction Documents, the Construction Manager shall update and submit the latest estimate of Construction Cost and the Project construction schedule for the Architect's review and the Owner's approval.

**§ 3.2.15** The Construction Manager shall identify prospective bidders for the Architect's review and the Owner's approval and provide notification to bidders within the restraints of the public bid notification procedures.

**§ 3.2.16** The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct prebid conferences with prospective bidders. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

**§ 3.2.17** The Construction Manager shall assist the Owner to receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

**§ 3.2.18** The Construction Manager shall assist the Architect and Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

**§ 3.2.19** The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

**§ 3.3 Construction Phase Administration of the Construction Contract**

**§ 3.3.1** The Construction Phase will commence with the award of the initial Construction Contract or purchase order and, together with the Construction Manager's obligation to provide Basic Services under this Agreement, will end 30 days after final payment to all Contractors is due.

**§ 3.3.2** The Construction Manager shall provide administration of the Contracts for Construction in cooperation with the Architect as set forth below and in the edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement.

**§ 3.3.3** The Construction Manager shall provide administrative, management and related services to monitor scheduled activities and responsibilities of the Contractors with each other and coordinate the Contractors' activities with the Owner and the Architect to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contract Documents.

**§ 3.3.4** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

**§ 3.3.5** Utilizing the Construction Schedules provided by the Contractors, the Construction Manager shall coordinate with the General Contractor for the preparation and updates to the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall coordinate with all Contractors and General Contractor for the update and reissue of the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

**§ 3.3.6** Consistent with the various bidding documents, and

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utilizing information from the Contractors, the Construction Manager shall attend meetings and monitor work to see that the Contractors coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work.

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**3.3.7** The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

**3.3.8** The Construction Manager shall monitor the approved estimate of Construction Cost. The Construction Manager shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimate.

**3.3.9** The Construction Manager shall, as requested by Owner, develop cash flow reports and forecasts for the Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

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**3.3.10** The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

**3.3.11** The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

**3.3.11.1** Based on the Construction Manager's observations and evaluations of each Contractor's Application for Payment, the Construction Manager shall review and certify the amounts due the respective Contractors.

**3.3.11.2** The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's determinations at the site as provided in Section 2.3.13 and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

**3.3.11.3** The issuance of a Certificate for Payment shall not be a representation that the Construction Manager has: (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**3.3.12** The Construction Manager shall monitor and collect the safety programs developed by each of the Contractors for purposes of coordinating the safety programs with those of the other Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. The performance by Construction Manager of services under this Agreement shall not relieve the Contractors of their responsibility as to safety and health regulations, standards and programs with respect to their Work and shall not create any liability for Construction Manager.

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§ 3.3.13 The Construction Manager shall monitor the work of the Contractors, endeavoring to guard the Owner against defects and deficiencies in the Work. As appropriate, the Construction Manager shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect, may reject Work which does not conform to the requirements of the Contract Documents. The Construction Manager shall not be responsible for inspections of the work and shall not assume any liability for inspection.

§ 3.3.14 Intentionally omitted.

§ 3.3.15 With respect to each Contractor's own Work, the Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. The Construction Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Construction Manager shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Manager.

§ 3.3.16 The Construction Manager shall coordinate the transmittal to the Architect for requests for interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect's modifications to the Documents.

§ 3.3.18 The Construction Manager shall assist the Architect in the review, evaluation and documentation of Claims.

§ 3.3.19 The Construction Manager shall receive certificates of insurance from the Contractors and forward them to the Owner with a copy to the Architect.

§ 3.3.20 In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall establish procedures for Contractor to process submittals to the Architect. Construction Manager's responsibilities under this section shall not impose any liability on Construction Manager for any portion of the design and shop drawing reviews which are the responsibility of the Architect and its consultants.

§ 3.3.21 The Construction Manager shall record the progress of the Project. The Construction Manager shall submit written progress reports to the Owner and Architect including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion. The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.22 The Construction Manager shall maintain at the  
(Paragraph Deleted)

Project  
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site for  
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the Owner  
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one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and upon completion of the Project shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall coordinate with Owner and Contractor for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

§ 3.3.24 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.27 The Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractors. Consent shall not be unreasonably withheld.

(Paragraph Deleted)

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

*(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

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Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings	<b>Contractors &amp; Architect</b>	
§ 4.1.2 Architectural interior design (B252™-2007)	<b>Architect</b>	
§ 4.1.3 Tenant-related services	N/A	
§ 4.1.4 Commissioning (B211™-2007)	<b>Contractors</b>	
§ 4.1.5 LEED® certification (B214™-2007)	N/A	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	<b>Architect</b>	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within sixteen (16) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 Intentionally omitted.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;

- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 Intentionally omitted.

*(Paragraph Deleted)*

##### § 8.2 Mediation

*(Paragraphs Deleted)*

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution pursuant to §8.2.4.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be *litigation in the Court of*  
Common Pleas of Montgomery County.

*(Paragraphs Deleted)*

#### ARTICLE 9 TERMINATION OR SUSPENSION

##### §

9.1 This Agreement may be terminated by either party upon not less than thirty (30) days' written notice should the other  
*(Paragraphs Deleted)*

party fail substantially  
to  
*(Paragraphs Deleted)*

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perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.2** If the Project is suspended by the Owner for more than thirty (30) consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Construction Manager's services.

**§ 9.3** This Agreement may be terminated by the Owner upon not less than thirty days' written notice to the Construction Manager in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than ninety (90) consecutive days, the Construction Manager may terminate this Agreement by giving not less than twenty (20) days written notice.

**§ 9.4** Failure of the Owner to make payments to the Construction Manager in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

**§ 9.5** If the Owner fails to make payment when due the Construction Manager for services and expenses, the Construction Manager may, upon twenty (20) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Construction Manager within twenty (20) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension of services.

**§ 9.6** In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

**§ 9.7** Termination Expenses are those costs directly attributable to termination for which the Construction Manager is not otherwise compensated. In the Construction Phase termination expenses shall include one month of fees to account for re-assignment of field personnel.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** Unless otherwise provided, this Agreement shall be governed by the law of the place where the Project is located.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement.

**§ 10.3** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Project Certificate for Payment for acts or failures to act occurring after Substantial Completion.

**§ 10.4** Waivers of Subrogation. The Owner and Construction Manager waive all rights against each other and against the Contractors, Architect, consultants, agents and employees of any of them, for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement. The Owner and Construction Manager each shall require similar waivers from their Contractors, Architect, consultants, agents, and persons or entities awarded separate contracts administered under the Owner's own forces.

**§ 10.5** The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal

representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Construction Manager shall assign this Agreement without the written consent of the other.

§ 10.6 This Agreement represents the entire and integrated agreement between the Owner and Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 10.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.8 Unless otherwise provided in this Agreement, the Construction Manager and the Construction Manager's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

§ 10.9 Owner and Construction Manager have discussed the risks, rewards and benefits of the Project and the Construction Manager's total fee for services. The risks from Construction Manager to Owner have been allocated such that the Owner agrees that to the fullest extent permitted by law, Construction Manager's total liability to Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of \$2,000,000.00 (two million dollars). Such causes include but are not limited to Construction Manager's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

§ 10.10 Construction Manager shall not be responsible for any design of the project which shall be the Architect's responsibility. Construction Manager shall also not be responsible for any design errors or omissions.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

The work for each phase will be based on the hourly rates listed in Paragraph 11.2. All work in the pre-construction phase will be done for the following Not to Exceed amounts.

a. Pre-construction phase services for a maximum 10-month period. \$85,000

b. Bid phase for a maximum 3 month period. \$39,000

§ 11.1.2 For Construction Phase Services in Section 3.3:

*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

The work for each phase will be based on the hourly rates listed in Paragraph 11.2. All work in the construction phase will be done for the following Not to Exceed amounts.

a. Construction phase based on maximum of 8 months: \$216,000

Field Representative for 24 hours per week.

Senior Project Manager 6 hours per week.

Principal Engineer 2 hours per week.

b. Project closeout phase based on a maximum of 3 months. \$22,000

c. The Township will obtain proposals from ESCO companies consistent with Commonwealth statutes and approve final contract costs.

Init.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Services will be invoiced on a time and expense basis based on the following hourly rates:

Principal Engineer	\$165.00
Senior Project Manager	\$130.00
Field Representative	\$110.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation.)*

On a time and expense basis based on the hourly rates listed in Article 11.2.

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus five percent (5%), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Article 11.2.

*(Table Deleted)*

#### § 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

*(Paragraph Deleted)*

§ 11.6.1.1 Expense of transportation in connection with the Project, expenses in connection with authorized out-of-town travel; long-distance communications; and

*(Paragraph Deleted)*

fees paid for securing approval of authorities having jurisdiction over the Project. Fees for approvals and out of town travel are not included in expenses estimate.

§ 11.6.1.2 Expense of reproductions, postage, express deliveries, electronic facsimile transmissions and handling of Drawings, Specifications and other documents. Expense of mileage to and from project site.

§ 11.6.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates. This expense is not included in the estimate of expenses.

*(Paragraph Deleted)*

§ 11.6.1.4 Expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Construction Manager. This expense is not included in the estimates of expenses.

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§ 11.6.2 FOR REIMBURSABLE EXPENSES, as described in Section 11.6, a multiple of 1.05 times the expenses incurred by the Construction Manager and the Construction Manager's employees and consultants in the interest of the Project for an estimated cost of \$12,000.00.

**§ 11.7 Payments to the Construction Manager**

§ 11.7.1 An initial payment of zero (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.  
*(Insert rate of monthly or annual interest agreed upon.)*

1% per month or 12% per annum.

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

IF THE BASIC SERVICES covered by this Agreement have not been completed within sixteen (16) months of the date hereof, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as provided in Section 11.2 and reimbursable expenses shall be reimbursed as noted above for all expenses incurred beyond the 16 month time frame as provided in 11.6.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

*(Paragraphs Deleted)*

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This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

(Table Deleted)

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**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 19-2337**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP AUTHORIZING THE EXECUTION OF AN ARCHITECTURAL SERVICES CONTRACT WITH GOSHALL KANE O'ROURKE ARCHITECTS, LLC FOR THE RENOVATION OF 520 VIRGINIA DRIVE, UPPER DUBLIN TOWNSHIP, PENNSYLVANIA, TO REPURPOSE THE BUILDING FOR USE AS A PUBLIC LIBRARY AND OTHER MUNICIPAL PURPOSES, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED SIX THOUSAND FIVE HUNDRED NINETY-EIGHT DOLLARS (\$506,598.00)**

**WHEREAS**, the Township of Upper Dublin purchased 520 Virginia Drive, Upper Dublin Township, Montgomery County, Pennsylvania, on November 21, 2017, for the purpose of repurposing the existing 57,000 square foot building for use as a public library by the residents of Upper Dublin Township, and for other municipal purposes; and

**WHEREAS**, the relocation of the public library from the Township Administrative Services Building at 801 Loch Alsh Avenue to 520 Virginia Drive will enable Upper Dublin Township to repurpose that approximate 15,000 square foot space for much needed expansion of the administrative offices of Upper Dublin Township; and

**WHEREAS**, Upper Dublin Township has selected the firm of Goshall Kane O'Rourke Architects, LLC to perform the necessary architectural services in conjunction with the project, including evaluating the project, preparing schematic, design development and construction documents, and assisting the Township and the Project Manager in the bidding and construction phases; and

**WHEREAS**, the Township has received a satisfactory proposal from this architectural firm to perform such services.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Township of Upper Dublin that:

Section 1. The Township Manager and the President of the Board of Commissioners are granted signatory authority to finalize and execute an Architectural Services Contract with Goshall Kane O'Rourke Architects, LLC for architectural services in a form in conjunction with the repurposing of 520 Virginia Drive substantially similar to the agreement attached to this resolution as Exhibit "A," and any other document required by the agreement, on behalf of the

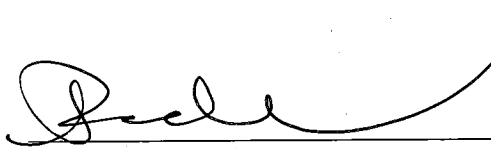
Township Of Upper Dublin And The Board Of Commissioners, in an amount not to exceed Five Hundred Six Thousand Five hundred Ninety-Eight Dollars (\$506,598.00).

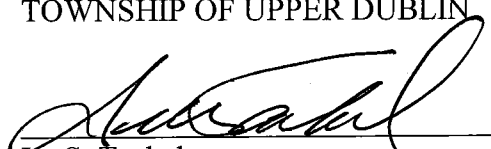
Section 2. The Township's Secretary is empowered, authorized and certified to declare, to all those inquiring, that any copy of this resolution is true and correct and duly adopted according to law by the Board of Commissioners. In making such declaration, the Township's Secretary shall affix the Seal of the Township of Upper Dublin to any such true and correct copy of this Resolution.

RESOLVED, this 9<sup>th</sup> day of April, 2019.

ATTEST:

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN

  
Paul A. Leonard,  
Secretary/Township Manager

  
Ira S. Tackel,  
President

 **AIA**® Document B101™ – 2017

**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the First day of March in the year Two Thousand Eighteen  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Upper Dublin Township, (UDT)  
801 Loch Alsh Avenue Fort Washington, PA 19034  
Telephone Number: (215)643-1600

and the Architect:  
(Name, legal status, address and other information)

Goshall Kane O'Rourke Architects, LLC, (GKO)  
300 Brookside Avenue, Ambler Yards, Building 18, Suite 150  
Ambler, PA 19002  
Telephone Number: (215) 646-2003

for the following Project:  
(Name, location and detailed description)

Upper Dublin Township Library Project at 520 Virginia Drive  
520 Virginia Drive Fort Washington, PA 19034  
Renovation of Upper Dublin Township's building at 520 Virginia Drive for adaptive  
reuse as a Public Library.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Renovation of Upper Dublin Township's building at 520 Virginia Drive for adaptive reuse as a Public Library. The area of the existing building is approximately 58,190 N.S.F. The existing building is two stories with a partial basement. A library space program has been established that includes: Main Lobby, Food Cafe, Children's Library, Young Adult Collection, Adult Collection, Staff Work Areas, Patron Study/ Browsing/ Work Areas, Meeting Rooms, Maker Spaces, classrooms, Computer Labs, and building support spaces. The first floor dedicated library area is approximately 8,000 S. F. and the second floor dedicated library is approximately 26,000 S.F.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The existing Building (built in 1987) of approximately 58,190 NSF is located at 520 Virginia Drive in Fort Washington, PA. The existing site has approximately 284 parking spaces and the lot size is 7.12 acres.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Init.

The Owner's estimated Total Project Cost, including soft costs, is \$9,147,005 plus the cost of furniture and technology equipment. The furniture and technology budget is estimated to be an additional \$1,250,000. The base construction budget is approximately \$7,528,407.00 (including ESCO company soft costs).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design to Commence in March of 2018. Construction Documents to be completed by late Spring/early Summer, 2019.

.2 Construction commencement date:

July/ August 2019

.3 Substantial Completion date or dates:

February 2020

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Project has been publically bid to ESCO companies (Energy Savings Companies).

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

Basic sustainable principles wherever possible within the established GMP. Energy Savings will be reported by the ESCO company.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

N/A

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

Ms. Cheri Fiory, Director of the Upper Dublin Public Library  
805 Loch Alsh Ave Fort Washington, PA 19034  
Telephone Number: (215) 628-8744 ext 3140

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

Init.

Mr. Arif Fazil, President, D'Huy Engineering (Project Management Firm)  
One East Broad Street, Suite 130  
Bethlehem, PA 18018  
Telephone Number: (610) 865-3000

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TO BE DETERMINED (IF REQUIRED)

.2 Civil Engineer:

TO BE DETERMINED (IF REQUIRED)

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Boles, Smyth Associates, INC. for traffic planning and design.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

P. Michael O'Rourke, AIA, Principal GKO Architects, LLC  
300 Brookside Ave, Ambler Yard, Building 18, Suite 150  
Ambler, PA 19002  
Telephone Number: (215) 646-2003 ext. 102

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Ring Consulting Group Inc.  
Mr. Ken Seiler, Principal  
512 W. 3rd Street, Lansdale, PA 19464  
Telephone Number: 215-362-2301

.2 Mechanical Engineer:

Lehigh Valley Engineers  
Mr. David C. Derkits, P.E  
1 W Broad Street, Suite 500, Bethlehem, PA 18018

init.

Telephone Number: 610-866-3820

.3 Electrical Engineer:

Lehigh Valley Engineers  
Mr. David . Derkits, P.E.  
1 W Broad Street, Suite 500, Bethlehem, PA 18018  
Telephone Number: 610-866-3820

§ 1.1.11.2 Consultants retained under Supplemental Services:

J R Keller, LLC; Library Design Consultant  
James Keller, AIA  
2325 Locust Street, Philadelphia, PA 19103  
Telephone Number: 267-908-5846

Sextant Group (Technology Consultant)  
1069 West Broad St.  
Suite 216  
Falls Church, VA. 22046  
202-479-2001  
(services limited to Technology Master Plans as per their 7/25/18 proposal).

§ 1.1.12 Other Initial Information on which the Agreement is based:

See attached Scope of Work proposal letter from J R Keller, LLC. See Articles 11 + 12 for J R Keller, LLC compensation.

During the Construction Documents and Construction Administrative Phases, GKO will pay Lehigh Valley Engineers a total of \$20,000. LVE's remaining fee will be paid by the ESCO company (\$85,367 fee balance by ESCO)..

The service fee for Sextant Group for the preparation of a Technology Master Plan will be paid by GKO Architects in the amount of \$34,800.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it

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is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ ) for each occurrence and (\$ ) in the aggregate for bodily injury and property damage.

(See attached Insurance Certificate.)

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

(See attached Insurance Certificate.)

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

(See attached Insurance Certificate.)

§ 2.5.4 Workers' Compensation at statutory limits.

(See attached Insurance Certificate.)

§ 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

(See attached Insurance Certificate.)

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

(see attached Insurance Certificate.)

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The

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additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

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§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. (Note: the work shown in 3.4.3 will be in coordination with the Owner's Project Manager (D'Huy Engineering)).

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§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. (Note: the Architect will assist the Owner's Project Manager with this work.)

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. (In cooperation with the Owner's Project Manager.)

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect in conjunction with the Owner's Project Manager shall assist the Owner in establishing a list of prospective ESCO Companies to provide bids..

The Owner has elected to publically bid the project to several Energy Savings Companies (ESCO). D'Huy Engineering, the Owner's Project Manager, will coordinate the bid and value engineering process.

#### 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect in conjunction with the Owner's Project Manager, shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders
- .2 organizing and conducting a pre-bid conference for prospective bidders
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide assistance to the Owner's Project Manager (D'Huy Engineering), in the administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the

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Owner and the Architect amend this Agreement. (As the project manager D'Huy Engineering will take the lead in the Construction Administration of the project).

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect in conjunction with the Owner's Project Manager (D'Huy Engineering) shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect

in conjunction with the Owner's Project Manager (D'Huy Engineering)

shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

#### § 3.6.3.1 The Architect

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in conjunction with the Owner's Project Manager (D'Huy Engineering)

shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1 The Architect**

in conjunction with the Owner's Project Manager (D'Huy Engineering)

may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect

in conjunction with the Owner's Project Manager (D'Huy Engineering)

shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.**

**§ 3.6.6 Project Completion**

**§ 3.6.6.1 The Architect**

in conjunction with the Owner's Project Manager (D'Huy Engineering)

shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.**

**§ 3.6.6.3 When Substantial Completion has been achieved, the Architect in conjunction with the Owner's Project Manager (D'Huy Engineering)**

shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4 The Architect**

in conjunction with the Owner's Project Manager (D'Huy Engineering)

shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect**

in conjunction with the Owner's Project Manager (D'Huy Engineering)

shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 Unless otherwise noted, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Included in Architect's basic service (by J R Keller, LLC)
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	Architects (limited site survey included in basic service.)
§ 4.1.1.4 Existing facilities surveys	Architects (limited site survey included in basic service.)
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	("Sketch-up" model only) included in basic service.
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	Owner's consultant if needed
§ 4.1.1.9 Landscape design	Owner's consultant if needed
§ 4.1.1.10 Architectural interior design	Included in Architect's basic service
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	Architect (included in basic service)
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	Architect with info. provided by contractor
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect (in basic service)
§ 4.1.1.21 Telecommunications/data design Architect (infrastructure backbone only in basic service)	
§ 4.1.1.22 Security evaluation and planning	Architect (basic electrical and hardware requirements only) in basic service.
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	

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§ 4.1.1.28 Furniture, furnishings, and equipment design	Furniture selection and assistance with procurement services included in basic service.
§ 4.1.1.29 Other services provided by specialty Consultants	Technology Master Plan by Sextant Group included in basic services (see 7/25/18 proposal).
§ 4.1.1.30 Other Supplemental Services	

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Library Design Consultant:

J R Keller, LLC is included on the Architect's team. The scope of services are defined on the work proposal letter by J R Keller, LLC (see attached). See Article 11 + 12 for compensation.

Technology Consultant: Sextant Group will provide a technology Master Plan as per their 7/25/18 proposal.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Civil Engineering / Landscape Architecture / Traffic Planning and Design

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 ;
- .7 -

Init.

- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

#### § 4.2.3 The Architect

in conjunction with the Owner's Project Manager (D'Huy Engineering) shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve ( 12 ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within sixteen months ( 16 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the

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Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner has engaged the services of D'Huy Engineering as the Project Manager. The architect will work in conjunction with the Project Manager to perform Construction Administrative Services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

Init.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Owner's Project Manager D'Huy Engineering in conjunction with the Architect, represent the Architect's judgment as design professionals. It is recognized, however, that neither the Project Manager and Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect and Project Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Project Manager and Architect. (Note: Detailed cost estimates for the project prior to bidding to ESCO companies was prepared by the Owner's Project Manager in conjunction with the Architect.)

§ 6.3 In preparing estimates of the Cost of Work, the Architect and Project Manager shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Project Manager estimate (in conjunction with the Architect) of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Project Manager and Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Project Manager and Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise

Init.

the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Owner to pay for the percentage of work completed at the time of termination.

2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
( \$506,598 Five Hundred six Thousand Five Hundred and ninety- eight dollars.)

See fee Accounting Summary attached to this agreement for amount of fee which the owner has paid as of February 4, 2019. The remaining fee to be paid after February 4, 2019 is \$214,300 plus an additional \$49,500 for furniture design/selection and procurement services; for a total of \$263,800.

- .2 Percentage Basis  
(Insert percentage value)  
  
( N/A )
- .3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

\$0.00 The services designated shall be part of the basic services as noted in section 4.1.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

GKO Architects Team Members Standard Hourly Rates- (see attached)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( % ), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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Direct Cost to Architect Plus 1%

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Note: As of 2/4/2019, the Owner has paid \$216,083 plus direct payment made by Upper Dublin Township to J.R. Keller in the amount of \$26,715 of the \$506,598 stipulated sum. The percentage shown below regard the remaining fee to be paid in the amount of (\$263,800)

Schematic Design Phase	complete	percent (	paid	%)
Design Development Phase	complete	perc	paid	
Construction Documents Phase	Sixty	percent (	60	%)
Procurement Phase (furniture)	Fifteen	percent (	15	%)
Construction Phase	Twenty Five	percent (	25	%)
<hr/>				
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Attached Standard Billing Rates for GKO Architets and Team Members

Employee or Category	Rate (\$0.00)
see attached	see attached

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

Init.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus One percent ( 1 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

N/A

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of Zero ( \$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ( \$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

N/A

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

Five % 5

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

Owner will retain and compensate Civil Engineer, Traffic Consultant , Project Manager (D'Huy Engineering)Landscape Architect, Geotechnical Engineer (if required), Project Manager and Security / IT Consultant

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2

Init.

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs Deleted)

[ ] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

- Certificate of Liability Insurance
- GKO Hourly Rates
- GKO Fee Accounting (Rev. 2/4/19)
- GKO Proposal letter - Dated 2-4-19
- JR Keller LLC Proposal of Professional Services Dated 11-29-17
- The Sextant Group Proposal for Technology Planning and Acoustic Services Dated 7-25-18

This Agreement entered into as of the day and year first written above.

*P. Michael O'Rourke*

P. Michael O'Rourke, Principal  
PA License No. RA009930X

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
ARCHITECT (Signature)

*P. Michael O'Rourke AIA*

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name, title, and license number, if required)

Init.

## **Additions and Deletions Report for AIA® Document B101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:31:31 ET on 03/29/2019.

### **PAGE 1**

AGREEMENT made as of the First day of March in the year Two Thousand Eighteen

...

Upper Dublin Township, (UDT)  
801 Loch Alsh Avenue Fort Washington, PA 19034  
Telephone Number: (215)643-1600

...

Goshall Kane O'Rourke Architects, LLC, (GKO)  
300 Brookside Avenue, Ambler Yards, Building 18, Suite 150  
Ambler, PA 19002  
Telephone Number: (215) 646-2003

...

Upper Dublin Township Library Project at 520 Virginia Drive  
520 Virginia Drive Fort Washington, PA 19034  
Renovation of Upper Dublin Township's building at 520 Virginia Drive for adaptive reuse as a Public Library.

### **PAGE 2**

Renovation of Upper Dublin Township's building at 520 Virginia Drive for adaptive reuse as a Public Library. The area of the existing building is approximately 58,190 N.S.F. The existing building is two stories with a partial basement. A library space program has been established that includes: Main Lobby, Food Cafe, Children's Library, Young Adult Collection, Adult Collection, Staff Work Areas, Patron Study/ Browsing/ Work Areas, Meeting Rooms, Maker Spaces, classrooms, Computer Labs, and building support spaces. The first floor dedicated library area is approximately 8,000 S. F. and the second floor dedicated library is approximately 26,000 S.F.

...

The existing Building (built in 1987) of approximately 58,190 NSF is located at 520 Virginia Drive in Fort Washington, PA. The existing site has approximately 284 parking spaces and the lot size is 7.12 acres.

### **PAGE 3**

The Owner's estimated Total Project Cost, including soft costs, is \$9,147,005 plus the cost of furniture and technology equipment. The furniture and technology budget is estimated to be an additional \$1,250,000.

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User Notes:

(3B9ADA4B)

The base construction budget is approximately \$7,528,407.00 (including ESCO company soft costs).

...

Design to Commence in March of 2018. Construction Documents to be completed by late Spring/early Summer, 2019.

...

July/ August 2019

...

February 2020

...

N/A

...

Project has been publically bid to ESCO companies (Energy Savings Companies).

...

Basic sustainable principles wherever possible within the established GMP. Energy Savings will be reported by the ESCO company.

...

N/A

...

Ms. Cheri Fiory, Director of the Upper Dublin Public Library  
805 Loch Alsh Ave Fort Washington, PA 19034  
Telephone Number: (215) 628-8744 ext 3140

PAGE 4

Mr. Arif Fazil, President, D'Huy Engineering (Project Management Firm)  
One East Broad Street, Suite 130  
Bethlehem, PA 18018  
Telephone Number: (610) 865-3000

...

TO BE DETERMINED (IF REQUIRED)

...

TO BE DETERMINED (IF REQUIRED)

...

Boles, Smyth Associates, INC. for traffic planning and design.

...

P. Michael O'Rourke, AIA, Principal GKO Architects, LLC  
300 Brookside Ave, Ambler Yard, Building 18, Suite 150  
Ambler, PA 19002  
Telephone Number: (215) 646-2003 ext. 102

...

Ring Consulting Group Inc.

...

Mr. Ken Seiler, Principal

...

512 W. 3rd Street, Lansdale, PA 19464

...

Telephone Number: 215-362-2301

...

Lehigh Valley Engineers

...

Mr. David C. Derkits, P.E.

...

1 W Broad Street, Suite 500, Bethlehem, PA 18018

PAGE 5

Telephone Number: 610-866-3820

...

Lehigh Valley Engineers

...

Mr. David . Derkits, P.E.

...

1 W Broad Street, Suite 500, Bethlehem, PA 18018

...

Telephone Number: 610-866-3820

...

J R Keller, LLC; Library Design Consultant  
James Keller, AIA  
2325 Locust Street, Philadelphia, PA 19103  
Telephone Number: 267-908-5846

Sextant Group (Technology Consultant)  
1069 West Broad St.  
Suite 216  
Falls Church, VA, 22046  
202-479-2001

(services limited to Technology Master Plans as per their 7/25/18 proposal).

...

See attached Scope of Work proposal letter from J R Keller, LLC. See Articles 11 + 12 for J R Keller, LLC compensation.

During the Construction Documents and Construction Administrative Phases, GKO will pay Lehigh Valley Engineers a total of \$20,000. LVE's remaining fee will be paid by the ESCO company (\$85,367 fee balance by ESCO).

The service fee for Sextant Group for the preparation of a Technology Master Plan will be paid by GKO Architects in the amount of \$34,800.

PAGE 6

(See attached Insurance Certificate.)

...

(See attached Insurance Certificate.)

...

(See attached Insurance Certificate.)

...

(See attached Insurance Certificate.)

...

(See attached Insurance Certificate.)

...

(see attached Insurance Certificate.)

PAGE 8

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. (Note: the work shown in 3.4.3 will be in coordination with the Owner's Project Manager (D'Huy Engineering).

PAGE 9

(Note: the Architect will assist the Owner's Project Manager with this

...

work.)

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. (In cooperation with the Owner's Project Manager.)

...

The Architect in conjunction with the Owner's Project Manager shall assist the Owner in establishing a list of prospective contractors. Following ESCO Companies to provide bids..

...

~~the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Owner has elected to publically bid the project to several Energy Savings Companies (ESCO). D'Huy Engineering, the Owner's Project Manager, will coordinate the bid and value engineering process.~~

...

§-3.5.2 Competitive Bidding

...

§ 3.5.2.2 The Architect in conjunction with the Owner's Project shall Manager, shall assist the Owner in bidding the Project by:

...

.1 facilitating the distribution of Bidding Documents to prospective ~~bidders;~~bidders

...

.2 organizing and conducting a pre-bid conference for prospective ~~bidders;~~bidders

...

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; ~~and,~~and

...

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the ~~Owner.~~Owner

...

~~.2~~.2 organizing and participating in selection interviews with prospective contractors;

PAGE 10

§ 3.6.1.1 The Architect shall provide assistance to the Owner's Project Manager (D'Huy Engineering), in the administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. (As the project manager D'Huy Engineering will take the lead in the Construction Administration of the project).

...

§ 3.6.2.1 The Architect in conjunction with the Owner's Project Manager (D'Huy ~~shall~~ Engineering) shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the ~~Architect~~Architect

...

in conjunction with the Owner's Project Manager (D'Huy Engineering)

...

shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

...

§ 3.6.3.1 The Architect

PAGE 11

in conjunction with the Owner's Project Manager (D'Huy shall-Engineering)

...

shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

PAGE 12

§ 3.6.5.1 The Architect

...

in conjunction with the Owner's Project Manager (D'Huy may-Engineering)

...

may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the ~~Architect~~Architect

...

in conjunction with the Owner's Project Manager (D'Huy shall-Engineering)

...

shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

...

§ 3.6.6.1 The ~~Architect~~Architect

...

in conjunction with the Owner's Project Manager (D'Huy shall-Engineering)

...

shall:

...

§ 3.6.6.3 When Substantial Completion has been achieved, the ~~Architect~~Architect

...

in conjunction with the Owner's Project Manager (D'Huy shall-Engineering)

...

shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

...

§ 3.6.6.4 The ~~Architect~~Architect

...

in conjunction with the Owner's Project Manager (D'Huy shall-Engineering)

...

shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

...

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect

...

in conjunction with the Owner's Project Manager (D'Huy shall, -Engineering)

...

shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

PAGE 13

§ 4.1.1 ~~The~~ Unless otherwise noted, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

PAGE 14

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Included in Architect's basic service (by J R Keller, LLC)
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	Architects (limited site survey included in basic service.)
§ 4.1.1.4 Existing facilities surveys	Architects (limited site survey included in basic service.)
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	("Sketch-up" model only) included in basic service.
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	Owner's consultant if needed
§ 4.1.1.9 Landscape design	Owner's consultant if needed
§ 4.1.1.10 Architectural interior design	Included in Architect's basic service
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	Architect (included in basic service)
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	Architect with info. provided by contractor
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect (in basic service)
§ 4.1.1.21 Telecommunications/data design Architect (infrastructure backbone only in basic service)	
§ 4.1.1.22 Security evaluation and planning	Architect (basic electrical and hardware requirements only) in basic service.
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	Furniture selection and assistance with procurement services included in basic service.
§ 4.1.1.29 Other services provided by specialty Consultants	Technology Master Plan by Sextant Group included in basic services (see 7/25/18 proposal).
§ 4.1.1.30 Other Supplemental Services	

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	

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User Notes:

§ 4.1.1.2	Multiple preliminary designs
§ 4.1.1.3	Measured drawings
§ 4.1.1.4	Existing facilities surveys
§ 4.1.1.5	Site evaluation and planning
§ 4.1.1.6	Building Information Model management responsibilities
§ 4.1.1.7	Development of Building Information Models for post construction use
§ 4.1.1.8	Civil engineering
§ 4.1.1.9	Landscape design
§ 4.1.1.10	Architectural interior design
§ 4.1.1.11	Value analysis
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3
§ 4.1.1.13	On site project representation
§ 4.1.1.14	Conformed documents for construction
§ 4.1.1.15	As designed record drawings
§ 4.1.1.16	As constructed record drawings
§ 4.1.1.17	Post occupancy evaluation
§ 4.1.1.18	Facility support services
§ 4.1.1.19	Tenant related services
§ 4.1.1.20	Architect's coordination of the Owner's consultants
§ 4.1.1.21	Telecommunications/data design
§ 4.1.1.22	Security evaluation and planning
§ 4.1.1.23	Commissioning
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3
§ 4.1.1.25	Fast track design services
§ 4.1.1.26	Multiple bid packages
§ 4.1.1.27	Historic preservation
§ 4.1.1.28	Furniture, furnishings, and equipment design
§ 4.1.1.29	Other services provided by specialty Consultants
§ 4.1.1.30	Other Supplemental Services

...

Library Design Consultant:

J R Keller, LLC is included on the Architect's team. The scope of services are defined on the work proposal letter by J R Keller, LLC (see attached). See Article 11 + 12 for compensation.

Technology Consultant: Sextant Group will provide a technology Master Plan as per their 7/25/18 proposal.

...

Civil Engineering / Landscape Architecture / Traffic Planning and Design

...

- .6 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~

...

- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~

PAGE 15

#### § 4.2.3 The Architect

...

in conjunction with the Owner's Project Manager (D'Huy Engineering) shall

...

provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

...

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- .2 Twelve ( 12 ) visits to the site by the Architect during construction

...

- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within sixteen months ( 16 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 16

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner has engaged the services of D'Huy Engineering as the Project Manager. The architect will work in conjunction with the Project Manager to perform Construction Administrative Services.

PAGE 17

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of

the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Owner's Project Manager D'Huy Engineering in conjunction with the Architect, represent the Architect's judgment as a ~~design professional~~ design professionals. It is recognized, however, that neither the Project Manager and Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect and Project Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Project Manager and Architect. (Note: Detailed cost estimates for the project prior to bidding to ESCO companies was prepared by the Owner's Project Manager in conjunction with the Architect.)

...

§ 6.3 In preparing estimates of the Cost of Work, the Architect and Project Manager shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate-Project Manager estimate (in conjunction with the Architect) of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Project Manager and Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

...

§ 6.5 If at any time the Project Manager and Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

PAGE 19

Arbitration pursuant to Section 8.3 of this Agreement

PAGE 21

Owner to pay for the percentage of work completed at the time of termination.

...

.2-2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

...

N/A

PAGE 22

(Insert amount) (\$506,598 Five Hundred six Thousand Five Hundred and ninety- eight dollars.)

...

See fee Accounting Summary attached to this agreement for amount of fee which the owner has paid as of February 4, 2019. The remaining fee to be paid after February 4, 2019 is \$214,300 plus an additional \$49,500 for furniture design/selection and procurement services; for a total of \$263,800.

...

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner ~~or required for the Project;~~

PAGE 24

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus One percent ( 1 %) of the expenses incurred.

...

N/A

...

§ 11.10.1.1 An initial payment of Zero ( \$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

N/A

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

Five % 5

...

Owner will retain and compensate Civil Engineer, Traffic Consultant, Project Manager (D'Huy Engineering) Landscape Architect, Geotechnical Engineer (if required), Project Manager and Security / IT Consultant

...

- .2 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

...

*(Insert the date of the E203-2013 incorporated into this agreement.)*

PAGE 25

...

[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

...

(Insert the date of the E204-2017 incorporated into this agreement.)

...

-

- Certificate of Liability Insurance
- GKO Hourly Rates
- GKO Fee Accounting (Rev. 2/4/19)
- GKO Proposal letter - Dated 2-4-19
- JR Keller LLC Proposal of Professional Services Dated 11-29-17
- The Sextant Group Proposal for Technology Planning and Acoustic Services Dated 7-25-18

...

P. Michael O'Rourke, Principal  
PA License No. RA009930X

...

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, P. Michael O'Rourke AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:31:31 ET on 03/29/2019 under Order No. 9461215880 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

P. Michael O'Rourke AIA

(Signed)

Principal - GKO Architects

(Title)

3/29/2019

(Dated)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> DKB Group, LLC 7 Oak Pl Ste 8 Montclair NJ 07042	<b>CONTACT NAME:</b> Hayri Darzanoff <b>PHONE (A/C, No, Ext):</b> 973-337-5718 <b>FAX (A/C, No):</b> 973-337-5988 <b>E-MAIL ADDRESS:</b> hdarzanoff@dkbinsurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER B : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : RLI Insurance Company	13056	INSURER B : Arch Insurance Company	11150	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> GODSKAN-01 Godshall Kane O'Rourke Architects, LLC Ambler Yards 300 Brookside Avenue Building 18, Suite 150 Ambler PA 19002														

**COVERAGES**

CERTIFICATE NUMBER: 885227468

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0006449	8/2/2017	8/2/2018	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PSB0006449	8/2/2017	8/2/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PSE0002801	8/2/2017	8/2/2018	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N/A			PSW0003646	8/2/2017	8/2/2018	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability			PAAEP0009302	12/14/2017	12/14/2018	Per Claim	3,000,000
							Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Renovation of existing building at 520 Virginia Drive as a Public Library.

Upper Dublin Township is added as an additional insured solely for work performed by the named insured limited to the General Liability Insurance Policy only if required by written contract to the extent of form numbers: PPB304 02 12

**CERTIFICATE HOLDER****CANCELLATION**

Upper Dublin Township 801 Loch Alsh Ave Fort Washington VA 19034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Hayri Darzanoff</i>
------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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300 BROOKSIDE AVENUE  
AMBLER YARDS • BLDG. 18 • SUITE 150  
AMBLER, PA 19002  
T: 215.646.2003  
F: 215.646.5707  
www.gkoarchitects.com

Godshall Kane O'Rourke Architects LLC  
2018 Hourly Rate Schedule

Principal	\$130 (One Hundred thirty dollars) / hour
Project Manager/ Reg. Architect	\$110 (One Hundred Ten dollars) / hour
Construction Administrator	\$100 (One Hundred dollars) / hour
Architectural Designer	\$95 (Ninety Five dollars) / hour
Interior Designer	\$95 (Ninety Five dollars) / hour
Intern Architect	\$80 (Eighty dollars) / hour
CAD Technician	\$75 (Seventy five dollars) / hour
Clerical/Bookkeeping	\$50 (Fifty dollars) / hour

Godshall Kane O'Rourke Architects LLC  
2017 Reimbursable Reproduction Schedule  
Prices do not include sales tax, where applicable.

Large Format Black and White Prints

24 x 36 - \$25.00  
30 x 42 - \$30.00  
36 x 48 - \$35.00

Large Format Color Prints

18 x 24 - \$1.50  
24 x 36 - \$5.00  
30 x 42 - \$6.00  
36 x 48 - \$7.00

Small Format Copying

Black and White

Letter - \$0.10  
11 x 17 - \$0.25

Color

Letter - \$1.00  
11 x 17 - \$3.00

Binding

Per Book \$4.00

Foam Core Board Mounting (not including cost of print)

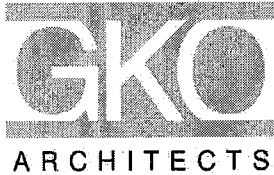
24 x 36 - \$20.00  
30 x 42 - \$ 25.00  
36x 48 - \$30.00

Computer File on CD

\$25.00 per CD

GODSHALL KANE O'ROURKE ARCHITECTS, LLC

KEVIN R. GODSHALL, AIA • DAMON ROYAL KANE (1958 - 2013) • P. MICHAEL O'ROURKE, AIA



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# Upper Dublin Public Library (Revised Feb. 4, 2019)

## Fee Accounting

### 1) GC Package Construction Documents / ESCO Bidding

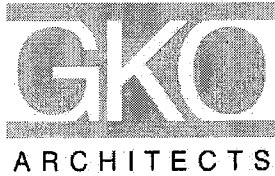
<b>Fee for Item "B" service</b>	<b>\$214,300</b>
Approved contract total to date	\$216,083
Monies billed against the contract to date	\$216,083
<ul style="list-style-type: none"> <li>• LVE (LVE is our consultant – they have billed GKO \$42,000 for DD work)</li> <li>• Sextant Group (Sextant is our Consultant - their contract amount is \$34,800)</li> <li>• JR Keller (JRK is our consultant, however, the Township has paid them directly for \$26,715 of their \$53,632 contract.            Note: We anticipate their contract with us being reduced slightly to \$50,122 even with furniture coordination)</li> </ul>	

<b>Total Fee including Item "B" service fee option and monies billed to date</b> <i>(Not including direct payment to JR Keller by Upper Dublin Township)</i>	<b>\$430,383</b>
JR Keller Fee paid directly by Upper Dublin Township	\$26,715
<b>Total Fee including Item "B" service fee option and Monies billed to date</b> <i>(Includes direct payment to JR Keller by Upper Dublin Township)</i>	<b>\$457,098</b>

### 2) Total Fee for Item "A" Furniture Selection and Procurement Package

<b>GKO / JR Keller Furniture selection Procurement</b>	<b>\$49,500 add</b>
<b>Total Fee with Item "A" added to Item "B" plus previous services billed (49,500 + \$430,383 = 479,883)</b>	<b>\$479,883</b>
<b>Total Fee including Items "A" &amp; "B" Service fee options plus direct payment by UDT to JRK (+\$26,715)</b>	<b>\$506,598</b>

Note: the above totals do not include reimbursable costs for printing (although this is not a large figure (approx... \$1,175 in reimbursable cost to date.)



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February 4, 2019

Mr. Paul Leonard  
 Township Manager  
 Upper Dublin Township  
 801 Loch Alsh Ave.  
 Fort Washington, PA 19034

Re: Proposal for: Upper Dublin Public Library at 520 Virginia Drive, Fort Washington, PA  
 Construction Documents / Library Furniture Design and Procurement Services / Shop Drawing and RFI  
 Review

Dear Paul,

As per the Township's request, the following is an architectural / structural services proposal for the Upper Dublin Public Library at 520 Virginia Drive. The proposed services are shown in two separate fees for Furniture Design and Procurement services (Item "A" services) and Construction Documents in support of the Township's ESCO arrangement with CM3 (Item "B" services). Our understanding is that GKO Architects will continue to work for Upper Dublin Township as your consultant.

**Proposed Design Fees:**

**A) Furniture Design/Selection and Procurement Services**

GKO Architects (Furniture Selection/Procurement Services)	\$36,000
GKO Architects (Furniture Installation Management)	\$ 4,000
JR Keller (Assistance with Furniture Programming/Selection)	\$ 9,500
<hr/>	
Total	\$49,500

Work includes: Furniture Selection, preparation of a CAD Furniture plan with individual furniture coding tags included, coordination / management of furniture bidding / state contract procurement assistance, preparation of a punch list for furniture after delivery, on-site delivery and installation coordination.

**B) Construction Documents (Architectural / Structural only)**

**Option One – Construction Documents (Permit Set)**

GKO Architects (Construction Documents)	\$143,800
GKO Architects (Shop Drawing Review / RFI)	\$ 22,500
GKO Architects (Coordination with ESCO / VE / MEP)	\$ 12,500
Ring Consulting (Structural)	\$ 7,500
LVE or other Electrical Engineer (Design Support– lighting/power)	\$ 20,000
JR Keller (Library Consultant)	\$ 8,000
<hr/>	
Fee for Base Services	\$214,300

GODSHALL KANE O'ROURKE ARCHITECTS, LLC

KEVIN R. GODSHALL, AIA • DAMON ROYAL KANE (1958-2013) • P. MICHAEL O'ROURKE, AIA

Scope of work for this service package fee includes: Construction Drawings (Permit Set for Arch / Struct), project manual/specifications, assistance with Value Engineering, Shop Drawing Review (for Arch / Struct items) and answering Requests for Information during Construction.

Please let me know which of the optional service packages are preferred by the Township. Please note that Fee "A" for Furniture Design/Selection / Procurement should be added to Fee "B" if both services are desired. Once a service package combination is selected by the Township, we will prepare an AIA B-101 Owner Architect Agreement. GKO Architects appreciates the opportunity to submit this proposal for the Upper Dublin Public Library.

Sincerely,



P. Michael O'Rourke AIA  
Principal

GKO Architects

Upper Dublin Township



---

Date: 2/4/2019

---

Date

P. Michael O'Rourke, AIA, Principal  
Godshall Kane O'Rourke Architects, LLC  
300 Brookside Ave.  
Ambler Yards, Building 18, Suite 150  
Ambler, PA 19002

November 29, 2017

Re: Proposal of Professional Services – Consultation/Design Collaboration  
Upper Dublin Public Library, PA

Dear Mike,

It was a pleasure to meet with you, Cheri and Amy in early November. I am honored to participate, assist and collaborate with you on the Upper Dublin Library relocation. The project provides exciting opportunities for the Upper Dublin Community and I look forward to working with you, Amy and the rest of your team in this collaboration.

As requested, I have prepared an hourly work plan that outlines the tasks, as I interpret them, outlined in your email of November 16, 2017. I have considered my efforts to be in support of your team and have only included one area of work for a staff member of JR KELLER LLC – the existing furniture inventory. Otherwise, I anticipate that GKO will perform all of the necessary scope related the preparation of documents, plans and specifications. I have made an effort to minimize my time in consideration of the collaborative nature of your request, and view most of my role as consultative and support.

I am glad to review the outline and make modifications as appropriate. I hope that the overall Proposal meets with your general expectations and request. I very much look forward to working with you on this exciting library project.

Sincerely,



James R. Keller, AIA

JR KELLER LLC - Upper Dublin Library Workplan - Proposal of Professional Services  
to GKO Architects, Ambler, PA

November 29, 2017

**JR KELLER LLC**

Task	Staff	Hours	Rate	Sub-Total	Phase Sub-Total	FF&E Sub-Total
<b>Community Input Meetings</b>						
Project Initiation	Principal	1	\$ 195.00	\$ 195.00		
Prepare Questions/Coordinate with GKO/Library	Principal	4	\$ 195.00	\$ 780.00		
Community Input Mtg No. 1 (90 min. public session)	Principal	3.5	\$ 195.00	\$ 682.50		
Community Input Mtg No. 2 (90 min. public session)	Principal	3.5	\$ 195.00	\$ 682.50		
Community Input Mtg No. 3 (90 min. public session)	Principal	3.5	\$ 195.00	\$ 682.50		
Review/Comment on Notes (notes taken and edited by GKO/Library during input meetings)	Principal	2	\$ 195.00	\$ 390.00		
Township Review Meeting at GKO/Library	Principal	3	\$ 195.00	\$ 585.00		
<b>Sub-total Community Input Phase</b>		<b>20.5</b>		<b>\$ 3,997.50</b>	<b>\$ 3,997.50</b>	
<b>Preparation of 'Program of Requirements' (POR/Space Program) Phase</b>						
Library to provide Collection Requirements - per definable portion of collection - quantified in Linear Feet; draft spreadsheet outline of public area staff point and workroom stations required; draft estimate of public seating requirements by type (two person table, four person table, lounge seat, etc.) in advance of POR Meeting No. 1						
Project Team Strategy Telecon (GKO/Library)	Principal	1.5	\$ 195.00	\$ 292.50		
Prepare for Programming Interviews 1, review collection requirements from Library	Principal	3	\$ 195.00	\$ 585.00		
POR Interviews/Worksession 1 (GKO & JR KELLER to take notes)	Principal	8	\$ 195.00	\$ 1,560.00		
Collate Meeting Notes	Principal	1	\$ 195.00	\$ 195.00		
Draft POR	Principal	12	\$ 195.00	\$ 2,340.00		
Review Telecon of Draft	Principal	1.5	\$ 195.00	\$ 292.50		
POR Interviews/Worksession 2 (GKO & JR KELLER to take notes)	Principal	8	\$ 195.00	\$ 1,560.00		
Collate Meeting Notes	Principal	1	\$ 195.00	\$ 195.00		
Update POR	Principal	6	\$ 195.00	\$ 1,170.00		
Review Telecon of Draft	Principal	1.5	\$ 195.00	\$ 292.50		

POR Interviews/Worksession 3 (GKO & JR KELLER to take notes)	Principal	8	\$ 195.00	\$ 1,560.00	
Collate Meeting Notes	Principal	1	\$ 195.00	\$ 195.00	
Draft POR	Principal	4	\$ 195.00	\$ 780.00	
Review Telecon of Draft	Principal	1.5	\$ 195.00	\$ 292.50	
Final Draft - POR	Principal	5	\$ 195.00	\$ 975.00	
Final Edits with GKO/Library comments	Principal	2	\$ 195.00	\$ 390.00	
<b>Sub-total Program of Requirements Phase**</b>		<b>30</b>		<b>\$ 12,675.00</b>	<b>\$ 12,675.00</b>

\*\*GKO to provide corresponding Space Requirements for services, restrooms, code required support space, mechanical/equipment, and public access

**Schematic Design Phase -  
Architectural**

SD Worksessions - Six four hour worksessions to be held at GKO offices or Library

Principal 34 \$ 195.00 \$ 6,630.00

In-office review/telecon/comments

Principal 6 \$ 195.00 \$ 1,170.00

**Schematic Design Phase -  
Architectural Sub-total**

40 \$ 7,800.00 \$ 7,800.00

Design Development Phase Review and Comment on Design Development Documents\*\*\*

Principal 18 \$ 195.00 \$ 3,510.00

**Design Development Phase -  
Architectural Sub-total**

18 \$ 3,510.00 \$ 3,510.00

\*\*\*Suggest to be billed hourly as requested by GKO/Library

**Furniture Planning & Design  
(FF&E)**

Furniture selection will begin during the Schematic Phase in order to facilitate relevant space planning for Library fitout. Scope anticipates furniture plans to be drawn by GKO in CAD, with specifications to be prepared by GKO with input and assistance from JR KELLER LLC. Furniture selections for new furniture to be made by JR KELLER LLC with input/collaboration with GKO.

Full specifications services available from JR KELLER LLC upon request.

?

**Program of Requirements Phase  
- FF&E**

Survey/verification of existing furniture utilizing existing furniture plan provided by Library

CAD Architect 12 \$ 165.00 \$ 1,980.00

CAD Input of Existing Furniture	CAD Architect	12	\$ 165.00	\$ 1,980.00		
Prepare Spreadsheet Inventory	CAD Architect	18	\$ 165.00	\$ 2,970.00		
Review Inventory/CAD FF&E Plan	Principal	2	\$ 195.00	\$ 390.00		
Conduct Interviews with Library Director and Key Staff (2 Worksessions, notes by GKO)	Principal	12	\$ 195.00	\$ 2,340.00		
Collate Requirements, prepare narrative and Spreadsheet format Program of Space Requirements (POR) for Library functional spaces. Coordinate building requirements with GKO.	Principal	4	\$ 195.00	\$ 780.00		
Prepare Draft Program of Requirements	Principal	8	\$ 195.00	\$ 1,560.00		
Review Worksession - Draft POR with GKO/Library	Principal	3	\$ 195.00	\$ 585.00		
Revisions to POR	Principal	4	\$ 195.00	\$ 780.00		
Issue Final POR	Principal	4	\$ 195.00	\$ 780.00		
<b>Program of Requirements Phase - FF&amp;E Sub-Total</b>		<b>79</b>		<b>\$ 14,145.00</b>	<b>\$ 14,145.00</b>	
<b>Schematic Design Phase - FF&amp;E</b>						
Schematic Furniture Selections	Principal	4	\$ 195.00	\$ 780.00		
Research/Communications re: Shelving reconfiguration	Principal	2	\$ 195.00	\$ 390.00		
Space/Furniture Plan development included in Architectural Worksessions	Principal	0	\$ 195.00	\$ -		
Coordinate/Review Collections/Shelving Layout Iterations with GKO/Library	Principal	4	\$ 195.00	\$ 780.00		
<b>Sub-Total FF&amp;E Schematic Phase</b>		<b>10</b>		<b>\$ 1,950.00</b>	<b>\$ 1,950.00</b>	<b>\$ 1,950.00</b>
<b>Design Development Phase - FF&amp;E</b>						
Furniture/Fabric DD Selections & Refinements -coordinate w/GKO Staff	Principal	4	\$ 195.00	\$ 780.00		
Research: furniture/shelving communications	Principal	8	\$ 195.00	\$ 1,560.00		
Furniture Review Meetings (3) with GKO/Library	Principal	9	\$ 195.00	\$ 1,755.00		
Review Furniture Plan Iterations/Comment	Principal	6	\$ 195.00	\$ 1,170.00		
Teleconferences with GKO Interior Architect	Principal	4	\$ 195.00	\$ 780.00		

<b>Sub-Total FF&amp;E Design Development Phase</b>		<b>31</b>		<b>\$ 6,045.00</b>	<b>\$ 6,045.00</b>	<b>\$ 6,045.00</b>
<b>Construction Documents Phase FF&amp;E</b>						
Finalize Furniture/Palette/Specifications - assistance to GKO Interior Architect	Principal	6	\$	195.00	\$	1,170.00
Review Furniture Plan/Specifications/Comment	Principal	8	\$	195.00	\$	1,560.00
Teleconferences with GKO Interior Architect	Principal	4	\$	195.00	\$	780.00
<b>Sub-Total FF&amp;E Construction Documents Phase</b>		<b>18</b>		<b>\$ 3,510.00</b>	<b>\$ 3,510.00</b>	<b>\$ 3,510.00</b>
<b>Construction Administration Phase FF&amp;E</b>						
As requested, not included in scope						
<b>TOTAL PROFESSIONAL FEES</b>					<b>\$ 53,632.50</b>	<b>\$ 11,505.00</b>

*Workplan estimates include  
travel time/expenses for all on-  
site, Library, or GKO office  
meetings.*

*Library technology and  
equipment is not included in  
FF&E scope, except to notate  
electronic stations in plan and  
coordinate electrical  
requirements with the furniture  
specifications.*

*Scope anticipates JR KELLER LLC  
will provide assistance with  
furniture and material selections,  
including advice and  
consultation. Comprehensive  
preparation of plans,  
specifications and other  
documents to be undertaken by  
GKO. Comprehensive interior  
design services related to the  
Furniture can be provided upon  
request.*



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RALEIGH

July 25, 2018

P. Michael O'Rourke, AIA  
Principal  
Godshall Kane O'Rourke Architects, LLC  
300 Brookside Ave.  
Ambler Yards, Building 18, Suite 150  
Ambler, PA 19002

Re: Upper Dublin Public Library, Fort Washington, Pennsylvania  
Proposal for Technology Planning and Acoustics Consulting Services. 180317.00 Rev. 1

Dear Michael,

Thank you for inviting The Sextant Group to submit this revised proposal for the Planning and Programming Phase for The Upper Dublin Public Library in Fort Washington, Pennsylvania. We understand that this is to be a typical public library with spaces such as meeting rooms, a public space digital display for digital curation, an Auditorium, and Children, Young Adult, and Adult areas. The program calls for about 57,000 GSF on two floors.

We are pleased to offer our extensive library technology expertise to the planning portion of this project and anticipate that our information will be used to advise your other consultants for their drawings and specifications development. We also offer our Acoustics consulting services as an option, and optional design work for the SD Phase of the Auditorium.

We envision that our engagement would be to produce a Technology Program that would include the technology system requirements, a conceptual design of the systems, and comments on the Planning and Programming Phase plans and drawings. The definition of and establishment of an appropriate budget for the installed systems would be developed as an Opinion of Probable Cost for the project. Technology systems covered include:

- 1) Audiovisual systems
- 2) Digital signage/wayfinding
- 3) Sound masking
- 4) Paging
- 5) Network infrastructure/structured cabling
- 6) Network Outside Plant (Building connectivity)
- 7) IT/telecommunications network electronics – network switches, routers, WAPs
- 8) Networked Devices – PCs, printers, phones, handsets, copiers, scanners
- 9) Physical Security/Surveillance
- 10) Public Safety DAS (Distributed Antenna System)
- 11) Cellular Phone DAS
- 12) Network Bandwidth Service Provider requirements

We propose the following scope of services:

#### **PROCESS: TECHNOLOGY PLANNING AND PROGRAMMING**

1. Review existing documentation submitted by the Owner describing current technology systems, standards, preferences and future plans.
2. Meet with the Owner and Architect to ascertain the functional, aesthetic, sustainability and budgetary requirements and aspirations of the Technology Systems.

THE SEXTANT GROUP INC.  
TECHNOLOGY CONSULTANTS  
1069 WEST BROAD STREET  
SUITE 216  
FALLS CHURCH VA 22046  
202.479.2001  
[www.TheSextantGroup.com](http://www.TheSextantGroup.com)



3. Conduct a Technology Benchmarking and Visioning workshop. We will present the emerging technologies in audio, video, displays, computing, telecommunications, personal communications, and other developments that is impacting the role of libraries. Through group discussions we will prompt aspirational, practical, specific and convergent thinking. We will show photos, sketches and floor plans from various institutions with similar program elements. We facilitate a discussion about what attributes of the various spaces are desired (and not desired) for your project. This is an excellent tool for gathering program information, allowing the owner to give specific direction to the entire design team, since the technology systems have such a large impact on the design of many factors about the space.
4. Conduct user interviews, both on-site and remotely, and tour the existing facility as needed to complete the discovery process.
5. Prepare and submit a preliminary Technology Program document, providing narrative descriptions of the functionality required for each space type and establishing an Opinion of Probable Cost for the installed systems. This will also include:
  - a. Discussion of current technology trends
  - b. Audiovisual systems / Room Type Matrix
  - c. Network service requirements
  - d. "e-rate" program purchasing requirements
6. The report is intended to be used as a decision-making tool for planning and budgeting purposes. The costs expressed are estimates per space or system type for the equipment and labor necessary to achieve the planned functionality; the document does not identify specific component-level costs, manufacturers, makes or model numbers. The report will be submitted in PDF format intended to be used as a stand-alone document or as an attachment to other project documentation prepared by the Architect.
7. Meet with the Owner and Architect to review the Technology Program.
8. Submit comments related to the architectural plans regarding the ability to support the intended technology applications.
9. Participate in a telephone or web conference with the Architect and appropriate members of the Building Committee / Planning Committee to review the documentation.
10. Submit a final Technology Program based on feedback from the Owner and Architect. The final document, upon acceptance by the Owner, will be used as a guideline for planning and design efforts as the project progresses.
11. Review the revised Technology Program via telephone or web conference if needed.

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### **OPTIONAL: ACOUSTICS**

#### Design and Bidding (SD / DD / CD)

1. Submit to the Architect, for distribution to the Design Team, a report presenting initial acoustical considerations and guidelines. Included will be:
  - + Acoustical finishes and room shaping finalization to achieve the project's speech intelligibility criteria and aesthetic goals
  - + Sound isolation solutions including wall, floor/ceiling, door, and window constructions to achieve the desired level of sound isolation, speech privacy and impact isolation
  - + Sketches of acoustical constructions and wall types
  - + Preliminary guidelines for mechanical system noise/vibration control
2. Participate in a telephone or web conference with the Architect and/or Owner to discuss the proposed acoustical solutions. If necessary, provide one update of the acoustical report.



ATLANTA  
 BOSTON  
 COLUMBUS  
 DENVER  
 LOS ANGELES  
 NEW YORK  
 OMAHA  
 PHOENIX  
 PITTSBURGH  
 RALEIGH  
 WASHINGTON DC

3. Perform two reviews of the project's drawing package, in coordination with the Architect. Review the acoustical finish materials, specialty wall, floor/ceiling, door, and window constructions and mechanical system noise control/vibration control solutions. Perform an in-depth analysis of the building's acoustically critical spaces. Submit report or design notes as needed.
4. Participate in telephone or web conference(s) with the Architect and/or Owner for the purpose of coordination and review. Submit report or design notes as needed.
5. Prepare an update to the project's acoustical report to document the project's final acoustical recommendations.
6. Present the final report and lead discussion.

Construction Administration

1. Respond to relevant RFIs, Shop Drawings and other project submittals for compliance with design documentation, as related to our design scope and responsibilities.
2. Observe and report on the General Contractor's and Mechanical Contractor's work-in-progress, on-site, as related to our design scope and responsibilities. Submit site visit report.

**OPTIONAL: AUDITORIUM SCHEMATIC DESIGN**

1. Assist the Architect in the development of sightlines, room geometries, floor plans, seating plans, projection spaces, equipment locations, adjacencies, and ceiling heights to enable optimal use of the audiovisual systems.
2. Generate and submit Equipment Plan drawings for the Audiovisual Systems, illustrating recommended locations for projection screens, projectors, displays, cameras, loudspeakers, lecterns, equipment racks, technical furniture and other architecturally significant items as needed.
3. Review the Equipment Plan drawings with the Owner and Architect via web conference. Submit updated Equipment Plan drawings for approval by the Owner.
4. Submit to the Architect, for coordination with appropriate members of the Design Team, guidelines for the following elements *as related to the audiovisual systems*: AC power, HVAC, vibration and structural needs, lighting performance, dimming, dimming control, window treatments, projection glazing, equipment security, telecommunications, interior finishes, specialty furnishings and Intelligent Building Systems. Our input for these elements as related to audiovisual systems will be options to consider, not final designs or specifications.

**ANTICIPATED MEETING SCHEDULE**

Phase	Qty.	Location	Meeting Purpose
Programming	1	Site	Project Kickoff / Visioning / Existing Site Tour
Programming	1	Site	Technology Program Report Review / Revise
Various	3	Web / Phone Conference	As Required
OPTIONAL Auditorium SD	2	Web Conference	Audiovisual Coordination
OPTIONAL DD / CD Design	3	Web Conference	Acoustic Design Coordination



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- PHOENIX
- PITTSBURGH
- RALEIGH
- WASHINGTON DC

Note: Excluded are library-specific technologies such as Automatic Retrieval/Automatic Storage systems, RFID book/asset "checkout" systems, digitization stations, specialized databases, library administrative software, etc.

We are exceptionally well suited to these tasks and I am confident that we will be a valuable asset to Upper Dublin Public Library, Godshall Kane O'Rourke Architects, and the rest of the design team.

**FEES AND EXPENSES**

	Planning & Programming	SD / DD / CD / CA Phases	SUBTOTALS
FEE TOTAL (including expenses)	\$ 34,800	N/A	\$ 34,800
OPTIONAL: Auditorium SD	(included above)	\$ 11,700	\$ 11,700
OPTIONAL: Acoustics (including expenses)	N/A	\$ 26,400	\$ 26,400
<b>TOTAL W/ AUDITORIUM, ACOUSTICS</b>			<b>\$ 72,900</b>

Payment terms are Net 30 days or per terms of the prime agreement. Typical expenses are included above.

If this is acceptable, please have an officer of the firm sign and date this proposal or submit an AIA contract or similar contract instrument with this document as an attachment.

Please address contract documents to:

Mr. Patrick M. Padovan, Vice President  
 The Sextant Group, Inc.  
 700 Waterfront Drive, Suite 200  
 Pittsburgh, PA 15222

[ppadovan@TheSextantGroup.com](mailto:ppadovan@TheSextantGroup.com) / 412.323.8580 x111

If you wish to discuss this further, please contact me at 202.479.2001 x325 or [JBocchiaro@TheSextantGroup.com](mailto:JBocchiaro@TheSextantGroup.com).

Thank you for your consideration, Michael. We look forward to a highly successful project together.

Sincerely,  
 THE SEXTANT GROUP, INC.

*Joseph Bocchiaro III*

Joe Bocchiaro  
 Principal Consultant

Accepted by:

*P. Michael O'Rourke*

P. Michael O'Rourke 9/7/18

Print name Date

*approved for Planning + Programming scope of work only.*

**STATEMENT OF IMPARTIALITY:** The Sextant Group is an independent consulting firm and as such does not derive revenue from any representation, manufacture, sale or installation of any product, and has no ongoing affiliation with any entity that sells or installs Audiovisual, Structured Cabling, IT, Telecom, Security, Lighting or Acoustical products, or related systems or services.



RESOLUTION

NO. 19-2339

WHEREAS, a vacancy currently exists in the position of Chief of Police of the Upper Dublin Police Department; and

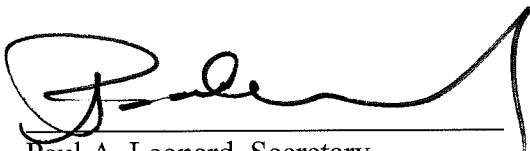
WHEREAS, the Township Board of Commissioners has engaged in a personnel search to fill this position and, after interviewing a number of highly qualified candidates, has determined that Francis X. Wheatley is the best suited individual to lead the Department.

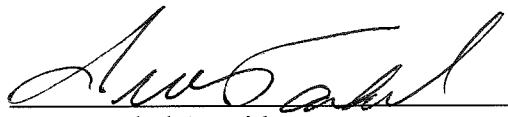
NOW, THEREFORE, the Board of Commissioners of the Township of Upper Dublin hereby resolves that Francis X. Wheatley is appointed to the office of Chief of Police of the Upper Dublin Police Department and, following administration of his oath of office, to undertake the duties and responsibilities of that office. The proper officers of the Township are hereby authorized on behalf of the Township to enter into with him the employment agreement attached to this resolution, which agreement sets forth the terms of his engagement.

RESOLVED at a duly constituted meeting of the Board of Commissioners of Upper Dublin Township the 14<sup>th</sup> day of May, 2019.

TOWNSHIP OF UPPER DUBLIN

Attest:

  
Paul A. Leonard, Secretary

By:   
Ira S. Tackel, President

## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this 14<sup>th</sup> day of May, 2019, and effective as of June 24, 2019 (the Effective Date) by and between Upper Dublin Township, Fort Washington, Pennsylvania, a municipal corporation, (hereinafter the "Township") and Francis X. Wheatley, (hereinafter "Wheatley") both of whom agree as follows:

### **WITNESSETH**

WHEREAS, the Township desires to employ the services of Wheatley as Chief of Police of Upper Dublin Township; and

WHEREAS, it is the desire of the Township to provide certain benefits, to establish certain conditions of employment and to set forth working conditions of Wheatley; and

WHEREAS, Wheatley desires to be employed as Chief of Police of Upper Dublin Township.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties intending to be legally bound agree as follows:

#### **Section 1. Duties of the Chief of Police.**

A. The Township hereby agrees to employ Wheatley as Chief of Police of Upper Dublin Township to perform the functions and duties specified in the Upper Dublin Township Code and to perform other legally permissible and proper duties and functions as the Township Manager shall from time-to- time assign, subject to this Agreement.

B. Wheatley shall faithfully serve the Township, shall use his best efforts to promote the Township's interests and, recognizing that this is a full-time position, shall not, without the consent of the Township, have any active business interests beyond the business of the Township with the exception of personal investments in securities or property, assuming that such investments do not involve any material time commitment or create any conflicts of interest between Wheatley and the Township.

#### **Section 2. Term.**

A. The term of this agreement shall extend from the Effective Date hereof and for an indeterminate period thereafter. Wheatley's appointment to the position of Chief of Police has not been made through civil service and this is not a civil service position. He was not required to complete either competitive or non-competitive testing overseen by the Township's Civil Service Commission, nor was he referred to the Board of Commissioners. It is expressly understood, therefore, that Wheatley's employment is at will, serving at the pleasure of the Board of Commissioners.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Wheatley to voluntarily resign at any time from his position and employment with the Township. In the event Wheatley voluntarily resigns as Chief of Police, Wheatley shall provide the Township not less than forty-five (45) days advance written notice, unless the parties agree otherwise.

**Section 3. Termination and Severance Pay.**

A. In the event that the Township terminates Wheatley for cause, this Agreement and the rights and obligations of the parties hereunder, cease. "Cause" is defined and hereby limited for the purposes of this Agreement to the following: (1) willful misconduct and/or neglect of duty, (2) felony or misdemeanor conviction of any crime involving moral turpitude, (3) dishonesty in the conduct of the Township's affairs, or (4) any other act of similar or greater seriousness.

B. In the event the Board terminates Wheatley without cause during the term of this Agreement the Township agrees to continue to pay Wheatley his base salary for a period of three (3) months following the effective date of termination.

C. If Wheatley voluntarily resigns, retires, or his contract of employment is not renewed or he is terminated for cause, he will not be eligible for any severance pay, unless the Township, in its own discretion, determines otherwise.

D. Should Wheatley be permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of six (6) successive weeks beyond any accrued or eligible paid leave, including short-term disability, the Township shall have the right to terminate this Agreement. Such termination shall be deemed to be without cause. This would not negatively impact Wheatley's eligibility for any long-term disability or other retirement-related benefits that Wheatley might otherwise be eligible to receive. In the event of a dispute with respect to Wheatley's fitness and ability to perform the functions of his position, Wheatley agrees to submit to, and the parties agree to be bound by, the determination of an Independent Medical Examination to be scheduled by the Township.

E. Contemporaneously with the delivery of the severance pay herein above set out, Wheatley agrees to execute and deliver to the Township a release, releasing the Township of all claims that Wheatley may have against the Township or the Township.

**Section 4. Compensation.**

A. The Township agrees to pay Wheatley for his services rendered pursuant hereto as Chief of Police an annualized base salary of \$152,250 for all of calendar year 2019, pro rated for the balance of the year, payable in installments at the same time as other management employees of Upper Dublin Township are paid. Future salary levels will be determined by the Board of Commissioners.

B. Hours of work are to include normal Township hours of operation Monday through Friday, and any additional hours (including night meetings) necessary to properly perform the job. As this is a salaried, managerial position, there is no overtime compensation.

### **Section 5. Benefits.**

Benefits will be the same (unless noted below) as currently provided for all uniformed, Township employees (reference to the police contract and its provisions do not indicate that Wheatley is a part of the collective bargaining agreement), and will be subject to change from time-to-time, as determined by the Board of Commissioners.

*a. Medical Insurance, Prescription, Dental, Vision*— This position provides for coverage in a health care plan (currently DVHT administered Aetna PPO/HRA) (which may be amended from time to time by the Township) that provides individual and/or family coverage for health, (Vision Benefits of America) vision, (Delta) dental, prescription, and other medical insurance plans as the Township may designate from time-to-time. Currently, the medical plan has doctor co-pays of \$15/25 and the prescription plan has co-pays of \$10/20. The plan has deductibles of \$1,000 single/\$1,000 family; the Township funds the deductible through an HRA up to \$500 per year and the balance is the financial responsibility of the employee. The employee pays for 3.5% (currently \$12.59 single; \$24.00 employee & spouse; \$36.49 family every two-week pay period) of the health care premium through payroll deduction. You may also “opt-out” of the medical insurance plan. If you do so, the Township will pay you 25% (currently \$2,375 single; \$5,100 employee & spouse; \$6,872 family) of the annual health care premium, payable in two lump sums in June and December of each year. The Township also offers a voluntary FSA program that allows employees to pay for eligible health care or dependent care expenses using pre-tax dollars. The Township also provides retirement health care coverage, but only if the employee retires under full retirement. The lifetime amount available to the employee is \$90,000 plus an annual increase of 3% beginning in 2020. The amount may be drawn down by the employee or the employee’s spouse at the time or retirement, until the death of the retiree, or the retiree’s spouse, whichever occurs last.

*b. Sick Leave*—This position provides for paid sick leave in the amount of 12 hours per month which is accrued, paid, and used in accordance with Township policies and procedures as defined in the police contract. Currently unused sick time can be rolled over from one year to the next with a total cap of 2,640 hours.

*c. Vacation*—This position provides for four (4) weeks of paid vacation each year. Vacation for 2019 shall be prorated to the amount of time worked in 2019. Vacation time is accrued, paid, and used in accordance with Township policies and procedures.

*d. Life Insurance*—This position provides for \$100,000 term life insurance coverage. Currently there is no employee contribution toward the cost of this benefit. Additionally, upon full retirement, the Township will maintain at its cost a life

insurance policy in the amount of \$5,000 to be paid to the employee's heir upon the death of the employee.

- e. Pension Plan*—This position provides for membership in an Act 600 defined benefit pension plan in accordance with Township ordinance. Currently, employees' contribution for this pension plan is 5% of salary. The basic formula for retirement is one-half of the average of your last 36 months of employment. In accordance with Act 600, vesting occurs after 12 years). Additionally, there is a 457(b) deferred compensation pension plan available for employees; the Township will match employee contribution into this plan up to 3.0% of salary.
- f. Holidays/Personal Time*—This position provides for paid holidays in accordance with those recognized in the police contract by the Township. Currently there are seven (7) paid holidays per year. There is also 80 hours of personal time each year. Personal time in 2019 will be prorated to the time worked for the Township in 2019.
- g. Disability Insurance*—This position provides for both short and long term disability coverage. Currently there is no employee contribution toward the cost of this benefit.
- h. Cell Phone*—The Township will provide (at its cost) a smart cellphone. Wheatley may choose, in lieu of this provision, to be reimbursed \$50/month for the use of a personal cell phone on Township business.
- i. Longevity Pay*—The Township has a longevity pay system that pays employees annually the following percentage increases above any annual base salary increase each year beginning after 5 years. In years 6-10, it is 1%; in years 11-15 it is 2%; in years 16-20 it is 3%; in years 21-25 it is 4%. In years 25+ it is 4% plus an additional \$500.
- j. Municipal Vehicle*—The Township will provide Wheatley with a municipal vehicle to use on all Township-related business and will pay for all fuel and maintenance on the vehicle. Wheatley may also use the vehicle to travel to/from home and work and on incidental personal business within the general Upper Dublin area.

#### **Section 6. Professional Dues and Training.**

The Township will pay the annual membership dues for the Pennsylvania Chiefs Association and International Association of Chiefs of Police. Subject to Township policies and procedures regarding expenses and reimbursement, Wheatley shall be permitted to attend, at Township expense, conferences, meetings, and continuing education programs/seminars of professional training organizations.

**Section 7. Performance Evaluation.**

A. Wheatley shall provide the Township Manager with a written performance self-evaluation no later than February 1<sup>st</sup> of each year. The Township Manager shall review and evaluate the written performance self-evaluation in accordance with specific criteria developed jointly by the Township Manager and Wheatley and the Township Manager shall promptly thereafter share its analysis with Wheatley.

B. Annually, the Township Manager and Wheatley shall jointly define such goals and performance objectives that they determine necessary for the proper operation of the police department, and in the attainment of the Township's policy objectives. The Township Manager and Wheatley shall further establish a relative priority among those various goals and objectives, which shall generally be attainable within the time limitations as specified, and within the annual operating budget and capital budget and appropriations provided.

**Section 8. Indemnification.**

A. The Township shall defend, save harmless, and indemnify Wheatley against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Wheatley's duties as Chief of Police, excluding willful and intentional acts by Wheatley taken outside of his authority and/or the Township's best interests. The Township may, in its exclusive judgment, compromise, settle or litigate any such claim or suit and promptly pay or satisfy the amount of any such settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to Wheatley by Upper Dublin Township, as described herein, for any acts undertaken or committed in his capacity as Chief of Police, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following Wheatley's employment with the Township.

**Section 9. General Provisions.**

A. The foregoing constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and Wheatley acknowledges that he has not been induced by any oral or other written representations or promises other than those herein expressed. No modification hereof shall be binding upon the parties unless the same is approved by the Township, made in writing and signed by the parties hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the estate of Wheatley.

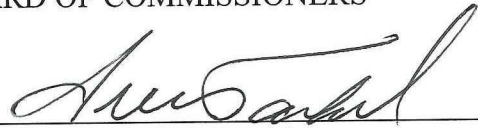
C. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

D Governing Law. This Agreement shall be interpreted in accordance with the internal laws of the Commonwealth of Pennsylvania conflict of laws provisions notwithstanding.

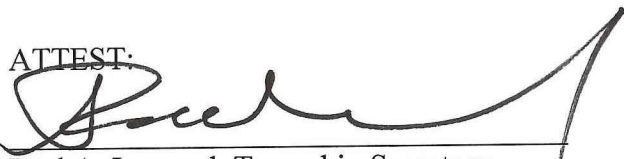
E. Waivers and Amendments. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of this Agreement. No amendment to any provision of this Agreement shall be effective unless in writing and signed by each party hereto.

IN WITNESS THEREOF, the Board of Commissioners of Upper Dublin Township has caused this Agreement to be signed and executed in its behalf by its Township President and Wheatley has signed and executed this Agreement, both in duplicate, the day and year first written above.

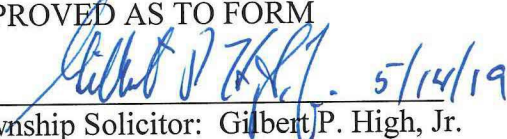
UPPER DUBLIN TOWNSHIP  
BOARD OF COMMISSIONERS

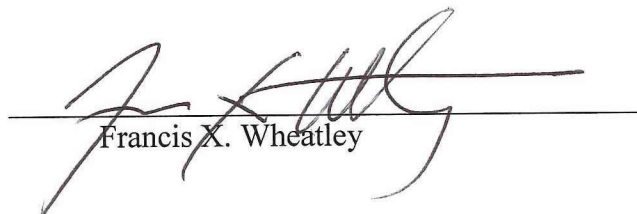
By:   
Ira S. Tackel, President

ATTEST:

  
Paul A. Leonard, Township Secretary

APPROVED AS TO FORM

 5/14/19  
Township Solicitor: Gilbert P. High, Jr.

  
Francis X. Wheatley

**Appendix II – Authorized Official Resolution No. 19- 2340**

Be it RESOLVED, that the Upper Dublin Township (Name of Applicant) of Montgomery County (Name of County) hereby request an Greenways, Trails and Recreation Program (GTRP) grant of \$ 250,000.00 from the Commonwealth Financing Authority to be used for Twining Valley Property Conversion - Phase 1


Be it FURTHER RESOLVED, that the Applicant does hereby designate Derek Dureka, Jonathan Bleemer Director (Name and Title) and Asst. Township Mgr. (Name and Title) as the official(s) to execute all documents and agreements between the Upper Dublin Township (Name of Applicant) and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Paul Leonard, duly qualified Secretary of the Upper Dublin Township (Name of Applicant), Montgomery County (Name of County) Fort Washington, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners (Governing Body) at a regular meeting held May 14, 2019 (Date) and said Resolution has been recorded in the Minutes of the Upper Dublin Township (Applicant) and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Upper Dublin Township (Applicant),  
this 14th day of May, 2019.

Upper Dublin Township  
Name of Applicant

Montgomery  
County

  
Secretary Paul A. Leonard

  
President, Board of Commissioners  
Ira S. Tackel

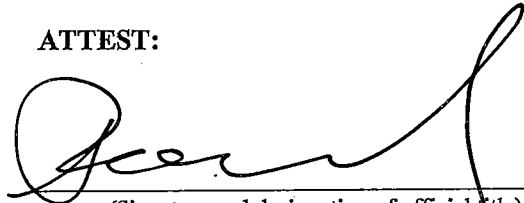
RESOLUTION NO: 19-2341

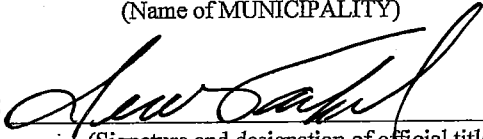
BE IT RESOLVED, by authority of the Board of Commissioners  
(Name of governing body)  
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

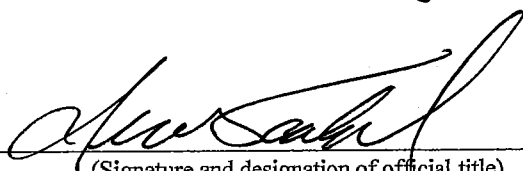
  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel,  
(Name)

Upper Dublin Township  
(Name of MUNICIPALITY)  
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the  
Board of Commissioners, held the 14th day of May, 2019.  
(Name of governing body)

DATE: 5/14/2019

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Road, Fort Washington, PA 19034  
Municipal Phone Number : 215-643-1600 Ext. 3219 Alternative Phone Number : 215-643-8848  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : 8:00 am to 5:00 pm

## B - Application Description

Location (*intersection*) : Virginia Drive and 1100 Virginia Western Access Driveway

Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : #64-3339

Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_

Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : I-0037

If YES, provide locations of all signalized intersections in system.

Western Access Driveway / Virginia Drive	Susquehanna Road / Virginia Drive	E. Susquehanna Road / Limekiln Pike
Eastern Access Driveway / Virginia Drive	Limekiln Pike / Virginia Drive / Dreshertown Road	
Office Center / Virginia Drive	W. Susquehanna Road / Limekiln Pike	

Explain the proposed improvements :

Install new video detection.

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

## C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township

Phone # : (215) 643-1600 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

## D - Attachments Listing

- |                                                                              |                                                     |                                                               |
|------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input checked="" type="checkbox"/> Traffic Signal Permit                    | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                                    | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                        |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                               |
| <input type="checkbox"/> Traffic Signal Study                                | <input type="checkbox"/> Condition Diagram          |                                                               |

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard, Township Manager

Date : 05/14/2019

Signed By : \_\_\_\_\_

Witness or Attest : \_\_\_\_\_

Title of Signatory : Township Manager

Title of Witness or Attester : \_\_\_\_\_

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

**KNOCKDOWNS**

- Support - Mast arm
- Support - Strain pole
- Span wire/tether wire
- Pedestal
- Cabinet
- Signal heads

**TYPE OF REPAIR PERMITTED**

- Emergency or Final
- Emergency or Final
- Final Only
- Emergency or Final
- Emergency or Final
- Final Only

**EQUIPMENT FAILURE**

- Lamp burnout (veh. & ped.)
- Local controller
- Master controller
- Detector sensor
  - Loop
  - Magnetometer
  - Sonic
  - Magnetic
  - Pushbutton
- Detector amplifier
- Conflict monitor
- Flasher
- Time clock
- Load switch/relay
- Coordination unit
- Communication interface, mode
- Signal cable
- Traffic Signal Communications
- Traffic Signal Systems

- Final Only
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Final Only
- Final Only
- Emergency or Final
- Final Only
- Emergency or Final
- Emergency or Final
- Final Only
- Final Only
- Final Only

**Exhibit "B":  
Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

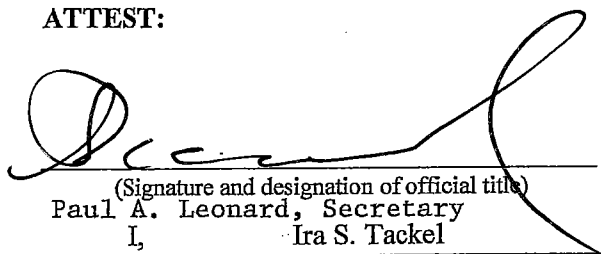
RESOLUTION NO: 19-2342

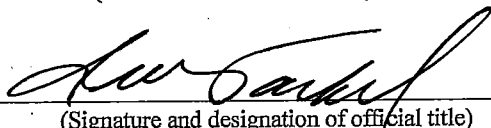
BE IT RESOLVED, by authority of the Board of Commissioners  
(Name of governing body)  
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel  
(Name)

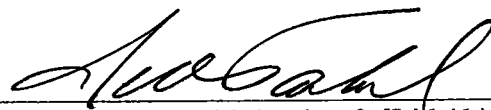
Upper Dublin Township  
(Name of MUNICIPALITY)  
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 14<sup>th</sup> day of May, 20 19.  
(Name of governing body)

DATE: 5/14/2019

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Road, Fort Washington, PA 19034  
Municipal Phone Number : 215-643-1600 Ext. 3219 Alternative Phone Number : 215-643-8848  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : 8:00 am to 5:00 pm

## B - Application Description

Location (*intersection*) : Virginia Drive and 1100 Virginia Eastern Access Driveway

Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : #64-3643

Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_

Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : I-0037

If YES, provide locations of all signalized intersections in system.

Western Access Driveway / Virginia Drive	Susquehanna Road / Virginia Drive	E. Susquehanna Road / Limekiln Pike
Eastern Access Driveway / Virginia Drive	Limekiln Pike / Virginia Drive / Dreshertown Road	
Office Center / Virginia Drive	W. Susquehanna Road / Limekiln Pike	

Explain the proposed improvements :

Install new video detection and new pedestrian signal equipment. Install new ADA ramps associated with the Cross County Trail.

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

## C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township  
Phone # : (215) 643-1600 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

## D - Attachments Listing

- |                                                                              |                                                     |                                                               |
|------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input checked="" type="checkbox"/> Traffic Signal Permit                    | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                                    | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                        |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                               |
| <input type="checkbox"/> Traffic Signal Study                                | <input type="checkbox"/> Condition Diagram          |                                                               |

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard, Township Manager

Date : 05/14/2019

Signed By :

Witness or Attest :

Title of Signatory : Township Manager

Title of Witness or Attester :

Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

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Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

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**Response Maintenance Schedule**

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**TYPE OF REPAIR PERMITTED**

- Emergency or Final
- Emergency or Final
- Final Only
- Emergency or Final
- Emergency or Final
- Final Only

**EQUIPMENT FAILURE**

- Lamp burnout (veh. & ped.)
- Local controller
- Master controller
- Detector sensor
  - Loop
  - Magnetometer
  - Sonic
  - Magnetic
  - Pushbutton
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**Exhibit "B":**  
**Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

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This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**
 County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_
**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

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1. A thorough understanding of traffic signal design, installation and maintenance.
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4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

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**Minimum Position Requirements**

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2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
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**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

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1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
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3. Ability to tune detector amplifiers.
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The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

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The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

# Application Instructions



## A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

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**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

## C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

## D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

## E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

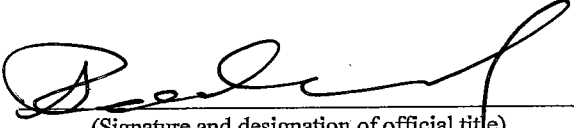
**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

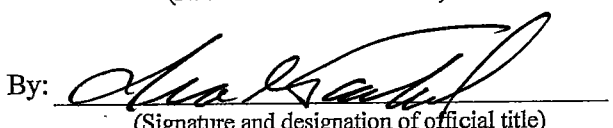
RESOLUTION NO: 19-2343

BE IT RESOLVED, by authority of the Board of Commissioners  
(Name of governing body)  
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)  
is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST: Upper Dublin Township  
(Name of MUNICIPALITY)

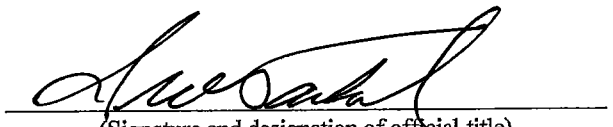
  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel,  
(Name)

By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the  
Board of Commissioners, held the 14<sup>th</sup> day of May, 2019.  
(Name of governing body)

DATE: 5/14/2019

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

### A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Road, Fort Washington, PA 19034  
Municipal Phone Number : 215-643-1600 Ext. 3219 Alternative Phone Number : 215-643-8848  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : 8:00 am to 5:00 pm

### B - Application Description

Location (*intersection*) : Virginia Drive and Office Center Drive / Turnpike Slip Ramp  
Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : #64-2431  
Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_  
Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : I-0037  
If YES, provide locations of all signalized intersections in system.  
Western Access Driveway / Virginia Drive    Susquehanna Road / Virginia Drive    E. Susquehanna Road / Limekiln Pike  
Eastern Access Driveway / Virginia Drive    Limekiln Pike / Virginia Drive / Dreshertown Road  
Office Center / Virginia Drive    W. Susquehanna Road / Limekiln Pike  
Explain the proposed improvements :  
Install new pedestrian signal equipment. Remove two (2) existing signal heads for Office Center Drive approach and replace with two (2) protected left 3-section signals and two (2) 3-section signals. Add protected right turn overlap for the southbound Office Center Drive approach with a 5-section signal. Update MST accordingly. Install ADA ramps associated with the Cross County Trail.  
Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

### C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :  
 Municipal Personnel     Municipal Contractor     Municipal Personnel & Contractor  
 Other : \_\_\_\_\_  
Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township  
Phone # : (215) 643-1600 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

### D - Attachments Listing

- |                                                                              |                                                     |                                                               |
|------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input checked="" type="checkbox"/> Traffic Signal Permit                    | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                                    | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                        |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                               |
| <input type="checkbox"/> Traffic Signal Study                                | <input type="checkbox"/> Condition Diagram          |                                                               |

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. § 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard, Township Manager

Date : 05/14/2019

Signed By : *[Signature]*

Witness or Attest : *[Signature]*

Title of Signatory : Township Manager

Title of Witness or Attester : Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

**KNOCKDOWNS**

- Support - Mast arm
- Support - Strain pole
- Span wire/tether wire
- Pedestal
- Cabinet
- Signal heads

**TYPE OF REPAIR PERMITTED**

- Emergency or Final
- Emergency or Final
- Final Only
- Emergency or Final
- Emergency or Final
- Final Only

**EQUIPMENT FAILURE**

- Lamp burnout (veh. & ped.)
- Local controller
- Master controller
- Detector sensor
  - Loop
  - Magnetometer
  - Sonic
  - Magnetic
  - Pushbutton
- Detector amplifier
- Conflict monitor
- Flasher
- Time clock
- Load switch/relay
- Coordination unit
- Communication interface, mode
- Signal cable
- Traffic Signal Communications
- Traffic Signal Systems

- Final Only
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Final Only
- Final Only
- Emergency or Final
- Final Only
- Emergency or Final
- Emergency or Final
- Final Only
- Final Only
- Final Only

**Exhibit "B":**  
**Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**
 County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_
**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

# Application Instructions



## A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

## B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

## C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

## D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

## E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

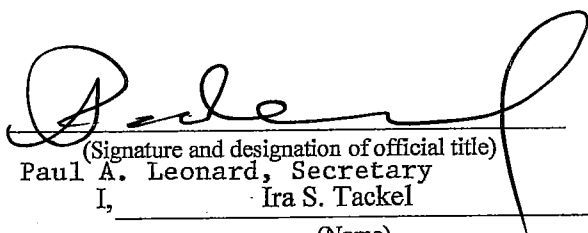
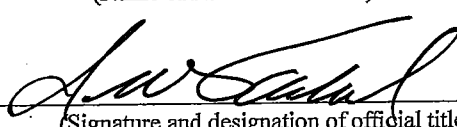
**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO: 19-2344

BE IT RESOLVED, by authority of the Board of Commissioners  
(Name of governing body)  
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)  
is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

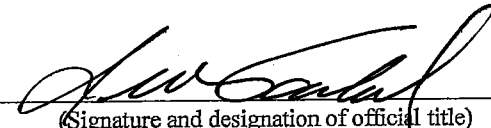
Upper Dublin Township  
(Name of MUNICIPALITY)  
  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel  
(Name)  
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 14<sup>th</sup> day of May, 2019.  
(Name of governing body)

DATE: 5/14/2019

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Road, Fort Washington, PA 19034  
Municipal Phone Number : 215-643-1600 Ext. 3219 Alternative Phone Number : 215-643-8848  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : 8:00 am to 5:00 pm

## B - Application Description

Location (*intersection*) : Virginia Drive and Susquehanna Road (SR 2017)  
Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : #64-0289  
Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_  
Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : I-0037  
If YES, provide locations of all signalized intersections in system.  
Western Access Driveway / Virginia Drive    Susquehanna Road / Virginia Drive    E. Susquehanna Road / Limekiln Pike  
Eastern Access Driveway / Virginia Drive    Limekiln Pike / Virginia Drive / Dreshertown Road  
Office Center / Virginia Drive    W. Susquehanna Road / Limekiln Pike  
Explain the proposed improvements :  
Install new pedestrian push buttons and ADA ramps associated with the Cross County Trail installation.  
Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

## C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :  
 Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_  
Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township  
Phone # : (215) 643-1600 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

## D - Attachments Listing

- |                                                                              |                                                     |                                                               |
|------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input checked="" type="checkbox"/> Traffic Signal Permit                    | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                                    | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                        |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                               |
| <input type="checkbox"/> Traffic Signal Study                                | <input type="checkbox"/> Condition Diagram          |                                                               |

# Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

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The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. § 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5 )
- Exhibit "B": Recordkeeping (Sheet 4 of 5 )
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5 )

Printed Municipal Contact Name : Paul A. Leonard, Township Manager

Date : 05/14/2019

Signed By :

Witness or Attest :

Title of Signatory : Township Manager

Title of Witness or Attester :

Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

<u>KNOCKDOWNS</u>	<u>TYPE OF REPAIR PERMITTED</u>
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only
 <b><u>EQUIPMENT FAILURE</u></b>	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**
 County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_
**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO: 19-2345

BE IT RESOLVED, by authority of the Board of Commissioners  
(Name of governing body)

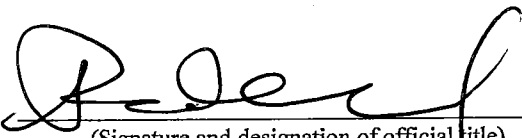
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)

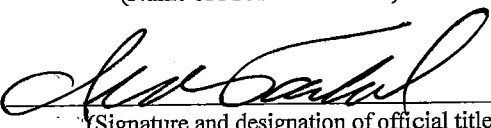
is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township  
(Name of MUNICIPALITY)

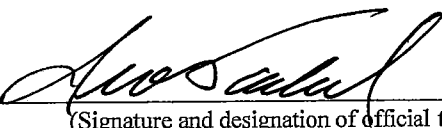
  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel  
(Name)

By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the  
Board of Commissioners, held the 14th day of May, 2019.  
(Name of governing body)

DATE: 5/14/2019

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

### A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, 19034  
Municipal Phone Number : 215-643-1600 x3219 Alternative Phone Number : \_\_\_\_\_  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : 8:00 AM - 5:00 PM

### B - Application Description

Location (*intersection*) : Pinetown Road and Highland Avenue

Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : \_\_\_\_\_

Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_

Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : \_\_\_\_\_

If YES, provide locations of all signalized intersections in system.

N/A

Explain the proposed improvements :

Actuated and uncoordinated proposed traffic signal with pedestrian crossing accommodations for existing sidewalks.

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

### C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township

Phone # : (215) 643-1600 x3806 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

### D - Attachments Listing

- |                                                                              |                                                       |                                                                          |
|------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input checked="" type="checkbox"/> Location Map      | <input checked="" type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input checked="" type="checkbox"/> Photographs       | <input type="checkbox"/> Turn Lane Analysis                              |
| <input type="checkbox"/> Traffic Signal Permit                               | <input type="checkbox"/> Straight Line Diagram        | <input type="checkbox"/> Turn Restriction Studies                        |
| <input checked="" type="checkbox"/> Warrant Analysis                         | <input checked="" type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____                                   |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS)   |                                                                          |
| <input type="checkbox"/> Traffic Signal Study                                | <input type="checkbox"/> Condition Diagram            |                                                                          |

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§. 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

- The applicant agrees to comply with the attached Exhibits:
- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5 )
  - Exhibit "B": Recordkeeping (Sheet 4 of 5 )
  - Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5 )

Printed Municipal Contact Name : Paul A. Leonard, Township Manager

Date : 05/14/2019

Signed By :

Witness or Attest :

Title of Signatory : Township Manager

Title of Witness or Attester :

Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

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Cabinet	Emergency or Final
Signal heads	Final Only
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Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

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This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

**Personnel Classifications**

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**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

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**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
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**Training**

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**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

## Application Instructions



### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

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**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

**RESOLUTION NO: 19-2346**

**BE IT RESOLVED**, by authority of the Board of Commissioners  
(Name of governing body)

of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)

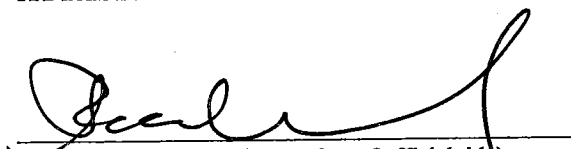
is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

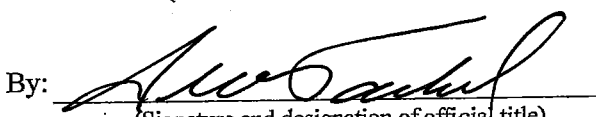
of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

**ATTEST:**

Upper Dublin Township  
(Name of MUNICIPALITY)

  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel  
(Name)

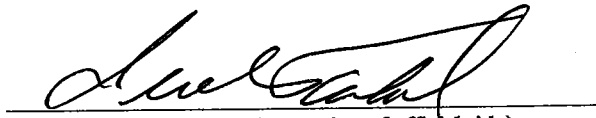
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 14<sup>th</sup> day of May, 20 19  
(Name of governing body)

DATE: 5/14/2019

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, 19034  
Municipal Phone Number : 215-643-1600 x3219 Alternative Phone Number : \_\_\_\_\_  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : 8:00 AM - 5:00 PM

## B - Application Description

Location (intersection) : Virginia Drive and Camp Hill Road

Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : \_\_\_\_\_

Type of Device (select one)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_

Is Traffic Signal part of a system? :  YES  NO System Number (if applicable) : \_\_\_\_\_

If YES, provide locations of all signalized intersections in system.

N/A

### Explain the proposed improvements :

Actuated and uncoordinated proposed traffic signal with pedestrian crossing accommodations for existing sidewalks and pedestrian/bicycle accommodation for multi-use trail crossing.

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

## C - Maintenance and Operation Information

### Maintenance and Operations are typically performed by? :

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township

Phone # : (215) 643-1600 x 3806 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

## D - Attachments Listing

- |                                                                     |                                                       |                                                                          |
|---------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution (required) | <input checked="" type="checkbox"/> Location Map      | <input checked="" type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment             | <input checked="" type="checkbox"/> Photographs       | <input type="checkbox"/> Turn Lane Analysis                              |
| <input type="checkbox"/> Traffic Signal Permit                      | <input type="checkbox"/> Straight Line Diagram        | <input checked="" type="checkbox"/> Turn Restriction Studies             |
| <input checked="" type="checkbox"/> Warrant Analysis                | <input checked="" type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____                                   |
| <input type="checkbox"/> Crash Analysis                             | <input type="checkbox"/> Traffic Impact Study (TIS)   |                                                                          |
| <input type="checkbox"/> Traffic Signal Study                       | <input type="checkbox"/> Condition Diagram            |                                                                          |

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard, Township Manager

Date : 05/14/2019

Signed By :

Witness or Attest :

Title of Signatory : Township Manager

Title of Witness or Attester :

*[Handwritten signatures: Paul A. Leonard and Deb Ritter]*

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

**KNOCKDOWNS**

**TYPE OF REPAIR PERMITTED**

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

**EQUIPMENT FAILURE**

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":**  
**Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO. 19-2347

APPENDIX II - AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby request a Greenways, Trails and Recreation Program (GTRP) grant of \$250,000 from the Commonwealth Financing Authority to be used for Cross County Trail Intersection Crossing at Virginia Drive & Camphill Road.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

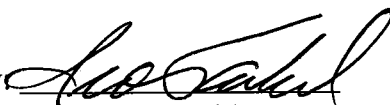
I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held 5/14/2019 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.

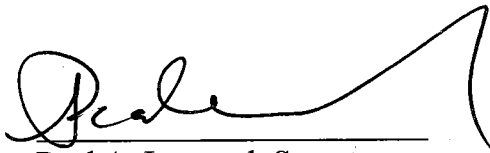
IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin this 14th day of May, 2019.

Upper Dublin Township  
Name of Applicant

Board of Commissioners  
Upper Dublin Township

Montgomery  
County

By   
Ira S. Tackel, President

  
Paul A. Leonard, Secretary

RESOLUTION NO: 19-2348

BE IT RESOLVED, by authority of the Board of Commissioners  
(Name of governing body)

of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

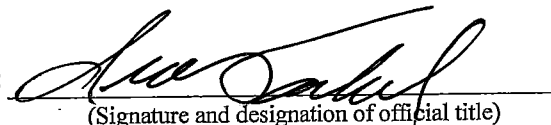
ATTEST:

Upper Dublin Township  
(Name of MUNICIPALITY)



(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel,  
(Name)

By:



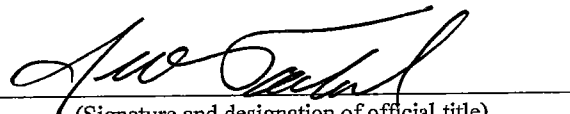
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 14<sup>th</sup> day of May, 20 19.  
(Name of governing body)

DATE: 5/14/2019

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, 19034  
Municipal Phone Number : 215-643-1600 x3219 Alternative Phone Number : \_\_\_\_\_  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : 8:00 AM to 5:00 PM

## B - Application Description

Location (*intersection*) : Susquehanna Road (SR 2017) & SPARK Drive

Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : 64-3700

Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_

Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : I-0180  
If YES, provide locations of all signalized intersections in system.

Lincoln Drive & Susquehanna Road, SPARK Drive & Susquehanna Road, and Fort Washington Avenue & Susquehanna Road

### Explain the proposed improvements :

Installation of a crosswalk across the west approach of Susquehanna Road, along with the construction of accompanying ADA ramps and pedestrian countdown signal heads/push buttons.

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

## C - Maintenance and Operation Information

### Maintenance and Operations are typically performed by? :

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township

Phone # : (215) 643-1600 x3806 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

## D - Attachments Listing

- |                                                                              |                                                     |                                                               |
|------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input checked="" type="checkbox"/> Traffic Signal Permit                    | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                                    | <input type="checkbox"/> Capacity Analysis          | <input checked="" type="checkbox"/> Other : <u>ADA Forms</u>  |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                               |
| <input type="checkbox"/> Traffic Signal Study                                | <input type="checkbox"/> Condition Diagram          |                                                               |

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard

Date : May 14, 2019

Signed By :

Witness or Attest :

Title of Signatory : Township Manager

Title of Witness or Attester :

Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

**KNOCKDOWNS**

- Support - Mast arm
- Support - Strain pole
- Span wire/tether wire
- Pedestal
- Cabinet
- Signal heads

**TYPE OF REPAIR PERMITTED**

- Emergency or Final
- Emergency or Final
- Final Only
- Emergency or Final
- Emergency or Final
- Final Only

**EQUIPMENT FAILURE**

- Lamp burnout (veh. & ped.)
- Local controller
- Master controller
- Detector sensor
  - Loop
  - Magnetometer
  - Sonic
  - Magnetic
  - Pushbutton
- Detector amplifier
- Conflict monitor
- Flasher
- Time clock
- Load switch/relay
- Coordination unit
- Communication interface, mode
- Signal cable
- Traffic Signal Communications
- Traffic Signal Systems

- Final Only
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Final Only
- Final Only
- Emergency or Final
- Final Only
- Emergency or Final
- Final Only
- Final Only
- Final Only

**Exhibit "B":  
Recordkeeping**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**
 County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_
**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (intersection):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

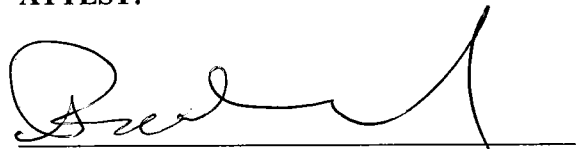
**RESOLUTION NO. 19-2349**

**BE IT RESOLVED**, by authority of the Board of Commissioners  
(Name of governing body)  
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Paul A. Leonard, Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic  
Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of  
the MUNICIPALITY.

**ATTEST:**

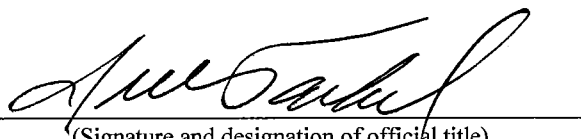
  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel  
(Name)

Upper Dublin Township  
(Name of MUNICIPALITY)  
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
President of Board of Commissioners  
(Official Title)

of the Upper Dublin Township Board of Commissioners, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the  
Board of Commissioners, held the 11th day of June, 2019.  
(Name of governing body)

**DATE:** 6/11/2019

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

### A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, 19034  
Municipal Phone Number : 215-643-1600 x3219 Alternative Phone Number : \_\_\_\_\_  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : 8:00 AM - 5:00 PM

### B - Application Description

Location (*intersection*) : Bethlehem Pike (SR 2018) and Lindenwold Avenue  
Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : \_\_\_\_\_  
Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_  
Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : \_\_\_\_\_  
If YES, provide locations of all signalized intersections in system.

N/A

#### Explain the proposed improvements :

New sidewalk is being constructed along the east side of Bethlehem Pike and ADA ramps with crosswalks across Lindenwold Avenue are being installed per HOP #06095493 (Applicant, Lindenwold Residential LLC). This independent improvement proposes to install an actuated and uncoordinated traffic signal with pedestrian crossing accommodations for all approaches.

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

### C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :  
 Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_  
Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township  
Phone # : (215) 643-1600 x 3806 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

### D - Attachments Listing

- |                                                                              |                                                       |                                                                          |
|------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input checked="" type="checkbox"/> Location Map      | <input checked="" type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input checked="" type="checkbox"/> Photographs       | <input type="checkbox"/> Turn Lane Analysis                              |
| <input type="checkbox"/> Traffic Signal Permit                               | <input type="checkbox"/> Straight Line Diagram        | <input type="checkbox"/> Turn Restriction Studies                        |
| <input checked="" type="checkbox"/> Warrant Analysis                         | <input checked="" type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____                                   |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS)   |                                                                          |
| <input type="checkbox"/> Traffic Signal Study                                | <input type="checkbox"/> Condition Diagram            |                                                                          |

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

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The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

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The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard

Date : 6/11/2019

Signed By : [Signature]

Witness or Attest : [Signature]

Title of Signatory : Township Manager

Title of Witness or Attester: Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

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<u>KNOCKDOWNS</u>	<u>TYPE OF REPAIR PERMITTED</u>
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Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only
 <b><u>EQUIPMENT FAILURE</u></b>	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

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**Exhibit "C":  
Signal Maintenance Organization**



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

**Personnel Classifications**

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**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

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**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
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**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO. 19.2350

**Designation of July as Park and Recreation Month**

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including **Upper Dublin Township** and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Park and Recreation Month; and

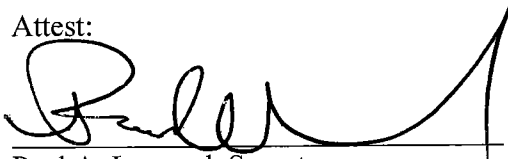
WHEREAS **Upper Dublin Township** recognizes the benefits derived from parks and recreation resources;

NOW THEREFORE, BE IT RESOLVED BY **THE BOARD OF COMMISSIONERS** that July is recognized as Park and Recreation Month in the **Upper Dublin Township**.

BOARD OF COMMISSIONERS  
TOWNSHIP OF UPPER DUBLIN

By:   
Ira S. Tackel, President

Attest:

  
Paul A. Leonard, Secretary

**RESOLUTION NO. 19-2351**

**WHEREAS**, the Upper Dublin Township Board of Commissioners recognizes that the park and recreation industry is a diverse and comprehensive system that improves personal, social, environmental and economic health; and

**WHEREAS**, the Board of Commissioners recognizes the importance and benefits of park and recreation services that enrich the lives of its citizens, and help make this community a desirable place to live, work and visit; and

**WHEREAS**, the Board of Commissioners supports the skilled work of park and recreation professionals to strengthen community cohesion and resiliency, connect people with nature and each other, and provide and promote opportunities for healthful living, social equity and environmental sustainability; and

**WHEREAS**, the Board of Commissioners values the essential services that park and recreation professionals and volunteers perform to provide recreational and developmental enrichment for our children, youth, adults and seniors; and to ensure our parks and recreational facilities are clean, safe, and ready to use.

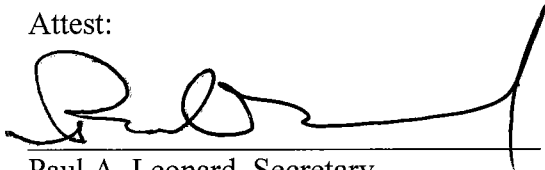
**NOW, THEREFORE, BE IT RESOLVED** the Board of Commissioners does hereby proclaim **July 19, 2019** as “**Pennsylvania Park and Recreation Professionals Day**” in Upper Dublin Township.

**ADOPTED** this 9th day of July 2019.

BOARD OF COMMISSIONERS  
TOWNSHIP OF UPPER DUBLIN

By:   
Ira S. Tackel, President

Attest:

  
Paul A. Leonard, Secretary



**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 19-2353**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP ACCEPTING THE RECOMMENDATION OF THE TOWNSHIP'S CHIEF OF POLICE FOR DISCIPLINE FOR A TOWNSHIP POLICE.**

**WHEREAS**, following an investigation, Chief Francis Wheatley concluded that disciplinary action of an unpaid suspension without pay, as well as removal from the SWAT team and training, and other action was appropriate for various misconduct which constituted grounds for taking disciplinary action against a police officer pursuant to Section 644 of the First Class Township Code; and

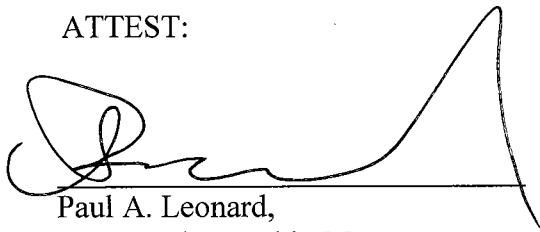
**WHEREAS**, the Board has reviewed and considered the factual basis for this recommendation, as well as the officer's response to such allegations; and

**WHEREAS**, after reviewing and considering the information compiled by Chief Wheatley, the Board of Commissioners (Board) concludes that the penalties identified by Chief Wheatley are appropriate, reasonable and in line with Departmental Policies; and

**WHEREAS**, the Board believes that the identified discipline is in the best interest of the Township and its Police Department.

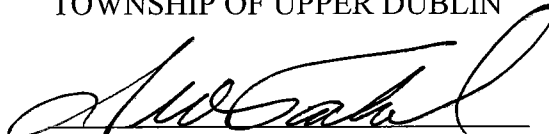
**NOW, THEREFORE**, the Board of Commissioners of Upper Dublin Township hereby approves the statement of charges and votes to take the above disciplinary action recommended by Chief Wheatley and authorizes him to effectuate the terms of this Resolution, including providing a statement of discharges to the officer based upon his recommendation.

ATTEST:



Paul A. Leonard,  
Secretary/Township Manager

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN



Ira S. Tackel,  
President

RESOLUTION NO. 19-2354

**TOWNSHIP OF UPPER DUBLIN  
MONTGOMERY COUNTY, PENNSYLVANIA**

**A Resolution Authorizing Application to the  
2019 PECO Green Region Open Space Program  
for the Twining Valley Trail Flyover**

**WHEREAS**, the Township of Upper Dublin Township (“Township”) desires to undertake the Twining Valley Trail Flyover; and

**WHEREAS**, the Township desires to apply to the PECO Green Region Open Space Program for a grant for the purpose of carrying out this project; and

**WHEREAS**, the Township has received and understands the 2019 PECO Green Region Open Space Program Guidelines.

**THEREFORE, BE IT RESOLVED THAT** the Township of Upper Dublin Board of Commissioners hereby approves this project and authorizes application to the PECO Green Region Open Space Program in the amount of \$10,000.00, and

**BE IT FURTHER RESOLVED, THAT**, if the application is granted, the Township commits to the expenditure of matching funds in the amount of \$10,000.00 necessary for the project’s success.

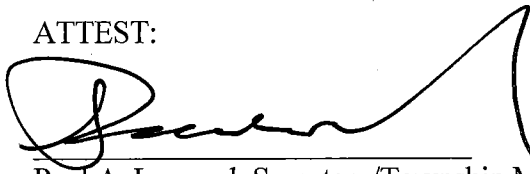
**SO RESOLVED** this 7<sup>th</sup> day of October 2019.

BOARD OF COMMISSIONERS  
TOWNSHIP OF UPPER DUBLIN

By: 

Ira S. Tackel, President

ATTEST:

  
Paul A. Leonard, Secretary/Township Manager

RESOLUTION NO. 19-2355

**RESOLUTION TO ACCEPT DEED OF DEDICATION  
FOR A PUBLIC STREET and DEED OF DEDICATION  
EASEMENT FOR SNOW REMOVAL**

**WHEREAS**, the Board of Commissioners of Upper Dublin Township has received from Paone Associates, Inc. (hereinafter "Grantor") a Deed of Dedication for a public street known as Anna Rose Court, more fully described in Exhibit "A" attached hereto; and,

**WHEREAS**, the Board of Commissioners also has received a Deed of Dedication Easement for Snow Removal from Randy Rongione and Laura Rongione, as more fully described in Exhibit "B" attached hereto; and,

**WHEREAS**, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the Street, Anna Rose Court, and the Snow Removal Easement Area, which Subdivision Plan was prepared by Charles E. Shoemaker, Inc., bearing Plan No. UP. DUB-1633, consisting of sheets numbered one through thirty-eight (1-38), bearing various dates from May 5, 2006 to January 31, 2014, last revised October 6, 2014 and recorded in the Office for the Recording of Deeds, Norristown, in Plan Book 0041, Page 00281; and

**WHEREAS**, Grantor has heretofore improved the Street according to Township specifications; and

**WHEREAS**, the Board of Commissioners deems it to be in the public interest to accept the Deed of Dedication so that the Street will be opened and dedicated for public use, and to accept the Deed of Dedication Easement for Snow Removal to provide a necessary storage area for accumulated snow during snow events.

**NOW, THEREFORE**, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deed of Dedication offered to the Township for the Street known as Anna Rose Court, more fully described in Exhibit "A" attached hereto, is accepted on the condition that Grantor provide to the Township the following:

- A. A written, notarized certification that there are no liens on the properties that are the subject of the Deeds of Dedication;
- B. A written, notarized certification that payment has been made to all contractors and subcontractors of Grantor engaged on this Subdivision Project;
- C. Payment of all outstanding monies owed to the Township pursuant to Developer's

Agreement dated October 21, 2014, covering the cost of the required improvements and professional fees; and,

- D. An executed Maintenance Agreement for Improvements and an irrevocable standby letter of credit from Firsttrust Bank in the amount of One Hundred, Seventeen Thousand, Forty Two Dollars and Thirty Four Cents (\$117,042.34) to guarantee the upkeep of the improvements for a period of 18 months from the date of this Resolution.

All payments and documentation shall be to the satisfaction of the Township Solicitor.

2. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

3. The public street as described in the attached Exhibit shall hereafter be designated on the official map of streets in the Township as a public street.

4. The Deed of Dedication Easement for Snow Removal offered to the Township, and more fully described in Exhibit "B" attached hereto, is accepted.

5. The proper officers of the Township are authorized to incorporate this Resolution as an exhibit to the Deed of Dedication Easement for Snow Removal and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

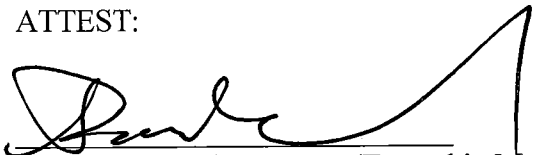
**RESOLVED**, this 7<sup>th</sup> day of October, 2019.

BOARD OF COMMISSIONERS  
TOWNSHIP OF UPPER DUBLIN

By: 

Ira S. Tackel, President

ATTEST:



Paul A. Leonard, Secretary/Township Manager

EXHIBIT "A"

Prepared by: David J. Brooman, Esq.  
High Swartz, LLP  
40 East Airy Street  
Norristown, PA 19404

Return to: David J. Brooman, Esq.  
High Swartz, LLP  
40 East Airy Street  
Norristown, PA 19404

Re: Parcel No. 54-

DEED OF DEDICATION OFFERED BY  
DEVELOPER OF RIGHT-OF-WAY  
FOR A PUBLIC STREET

THIS DEED OF DEDICATION made this 23rd day of July, A.D., 2019, between PAONE ASSOCIATES, INC., a corporation organized pursuant to the laws of the Commonwealth of Pennsylvania with offices located at 1120 Bethlehem Pike, P.O. Box 280, Spring House, Pennsylvania 19477 (hereinafter, "Grantor"), and TOWNSHIP OF UPPER DUBLIN, a Township of the First Class situate at 801 Loch Alsh Avenue, Fort Washington, in the County of Montgomery and Commonwealth of Pennsylvania (hereinafter, "Grantee").

WITNESSETH:

That Grantor, for and in consideration of and for the sum of One Dollar (\$1.00) and the advantages to it accruing, as well as for diverse considerations affecting the public welfare, which it seeks to advance, has granted, bargained, sold and confirmed, and by these presents does grant,

bargain, sell and confirm unto the Grantee, it's successors and assigns, an easement and right-of-way for the free and uninterrupted use, liberty and privilege of, and the passage in, through and over ALL THAT CERTAIN property situate in the TOWNSHIP OF UPPER DUBLIN, County of Montgomery and Commonwealth of Pennsylvania, bounded and described as set forth in Exhibit "A" attached, and further set forth on that certain plan of subdivision designated "Maple Glen Court," prepared for Paone Associates, Inc. by Charles E. Shoemaker, Inc., bearing Plan No. UP. DUB-1633, consisting of sheets numbered one through thirty-eight (1-38), bearing various dates from May 5, 2006 to January 31, 2014, last revised October 6, 2014 and recorded in the Office for the Recording of Deeds, Norristown, in Plan Book 0041, Page 00281.

TO HAVE AND TO HOLD the aforesaid easement and right of way over all that certain property above described unto the TOWNSHIP OF UPPER DUBLIN, its successors and assigns, to and for the only proper use on behalf of the TOWNSHIP OF UPPER DUBLIN, its successors and assigns, for a public road, street or highway, including but not limited to sanitary and storm sewers, water mains, street lights, electrical and gas service and cable televisions lines, and including the right to construct, maintain and repair streets, sidewalks, and curbing over the lands hereinabove described and to cause others to construct, maintain and repair such streets, sidewalks and curbing together with the right of the Grantee and others to construct, maintain and repair utilities over, under and across the lands hereinabove described, together with the right to construct, maintain and repair gutters, grates and storm drains over, under and across the lands hereinabove described, and the further right to remove trees, bushes, undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of all of the aforesaid.

AND the said Grantor, for itself and its successors and assigns by these presents does

covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor nor its successors and assigns shall nor will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns, any sum of money as and for damages for or by reason of the physical grading of said street to the grade as now established by the TOWNSHIP OF UPPER DUBLIN, Grantee, and if such grade shall not be established at the date of these presents that neither the said Grantor, nor its successors or assigns, shall nor will at any time hereafter ask, demand, recover or receive any such damage by reason of the physical grading of said street to conform to the grade as first thereafter established or confirmed by the said TOWNSHIP OF UPPER DUBLIN.

AND the said Grantor, for its successors and assigns, does by these presents further covenant, promise and agree to and with said Grantee, its successors and assigns, that the said easement and the right-of-way described unto the said Grantee, its successors and assigns, against it the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him or them or any of them, shall and will warrant and forever defend.

IN WITNESS WHEREOF, Grantor has caused this Deed of Dedication to be duly executed the day and year first above written intending to the day and year first above written intending to be legally bound.

PAONE ASSOCIATES, INC.

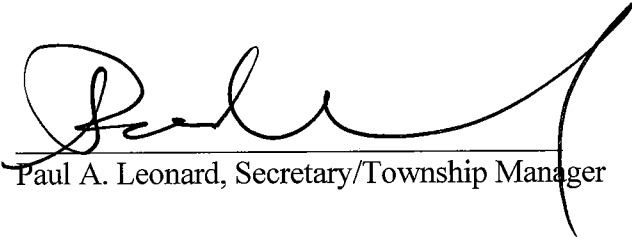
By: \_\_\_\_\_

Salvatore J. Paone, Grantor

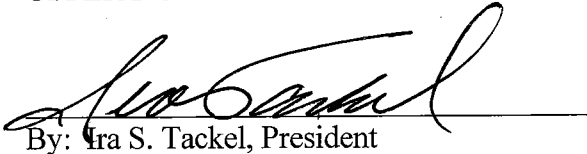
Accepted and approved by Resolution of the Board of Commissioners of the Township of Upper Dublin the 7<sup>th</sup> day of October, A.D. 2019.

COMMISSIONERS OF TOWNSHIP OF  
UPPER DUBLIN

Attest:



Paul A. Leonard, Secretary/Township Manager

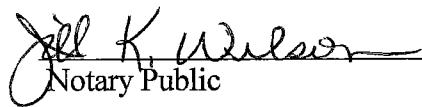


By: Ira S. Tackel, President

COMMONWEALTH OF PENNSYLVANIA:  
: SS.  
COUNTY OF MONTGOMERY :

On this the 23<sup>rd</sup> day of July, A.D., 2019, before me the undersigned officer, personally appeared Salvatore J. Paone, who being duly sworn according to law, says that he is the President of Paone Associates, Inc. and executed the foregoing instrument as the act and deed of the corporation, being authorized to do so, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
JILL K. WILSON, Notary Public  
Lower Gwynedd Twp., Montgomery County  
My Commission Expires July 14, 2020

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF MONTGOMERY :

On this, the 29th day of July, 2019, before me the undersigned officer, personally appeared Ira S. Tackel, who acknowledged himself to be the President of Board of Commissioners of Upper Dublin Township, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Debra L Ritter*

Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Debra L. Ritter, Notary Public  
Upper Dublin Twp., Montgomery County  
My Commission Expires April 4, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**CHARLES E. SHOEMAKER, INC.**

ENGINEERS AND SURVEYORS  
 SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS  
 1007 EDGE HILL ROAD  
 ABINGTON, PENNSYLVANIA 19001

RIGHT OF WAY TO BE DEDICATED TO UPPER DUBLIN TOWNSHIP  
 ANNA ROSE COURT  
 MAPLE GLEN COURT SUBDIVISION  
 UPPER DUBLIN TOWNSHIP  
 MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN lot or tract of land SITUATE in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania bounded and described according to a Subdivision Plan of Maple Glen Court made for Paone Associates, Inc., dated May 5, 2006 and last revised October 6, 2014 as prepared by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows

BEGINNING at a point of curvature on the Northwesterly ultimate right-of-way line of Limekiln Pike (70' wide as widened by the addition of 15' on the Northwesterly side from its former width of 55') (SR0152), said point being at a distance of one hundred and ninety-nine one-hundredths feet (100.99') measured South six degrees eighteen minutes zero seconds West (S 06° 18' 00" W) from a point, a corner of Lot 11, Maple Glen Court Subdivision, said point being on line of lands now or formerly of Joseph J., III and Carol S. Kollmer, said point being at a distance of forty and no one-hundredths feet (40.00') measured North eighty-three degrees forty-two minutes zero seconds West (N 83° 42' 00" W) from a point on the centerline of Limekiln Pike, said point being at a distance of one thousand three hundred eighty-six and fifty one-hundredths feet (1,386.50') measured South six degrees eighteen minutes zero seconds West (S 06° 18' 00" W) from a point formed by the intersection which the centerline of Limekiln Pike makes with the centerline of Norristown Road (33' wide); THENCE, from said point of beginning and along said Northwesterly ultimate right-of-way line of Limekiln Pike, South six degrees eighteen minutes zero seconds West (S 06° 18' 00" W) one hundred and no one-hundredths feet (100.00') to a point of cusp on said Northwesterly ultimate right-of-way line of Limekiln Pike; THENCE along the Southwesterly right-of-way line of Anna Rose Court the three following courses and distances: 1) on the arc of a circle curving to the left with a radius of twenty-five and no one-hundredths feet (25.00'), and a chord bearing and distance of North thirty-eight degrees forty-two minutes zero seconds West (N 38° 42' 00" W) thirty-five and thirty-six one-hundredths feet (35.36'), the arc distance of thirty-nine and twenty-seven one-hundredths feet (39.27') to a point of tangency; 2) North eighty-three degrees forty-two minutes zero seconds West (N 83° 42' 00" W) fifty-three and sixteen one-hundredths feet (53.16') to a point of curvature; 3) on the arc of a circle curving to the left with a radius of four hundred and no one-hundredths feet (400.00') the arc distance of one hundred twenty-four and eighty-six one-hundredths feet (124.86') to a point of tangency on the Southeasterly right-of-way line of Anna Rose Court; THENCE along said Southeasterly right-of-way line of Anna

**CHARLES E. SHOEMAKER, INC.**

ENGINEERS AND SURVEYORS  
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS  
1007 EDGE HILL ROAD  
ABINGTON, PENNSYLVANIA 19001

RIGHT OF WAY TO BE DEDICATED TO UPPER DUBLIN TOWNSHIP  
ANNA ROSE COURT  
MAPLE GLEN COURT SUBDIVISION  
UPPER DUBLIN TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA

PAGE 2

Rose Court the two following courses and distances: 1) South seventy-eight degrees twenty-four minutes fifty-two seconds West (S 78° 24' 52" W) seventy and thirty-eight one-hundredths feet (70.38') to a point of curvature; 2) on the arc of a circle curving to the right with a radius of two hundred and no one-hundredths feet (200.00') the arc distance of sixty-two and forty-eight one-hundredths feet (62.48') to a point of tangency on the Southwesterly right-of-way line of Anna Rose Court; THENCE along said Southwesterly right-of-way line of Anna Rose Court North eighty-three degrees forty-one minutes nine seconds West (N 83° 41' 09" W) ninety-two and nineteen one-hundredths feet (92.19') to a point of curvature on the cul-de-sac portion of Anna Rose Court right-of-way; THENCE along said cul-de-sac portion of Anna Rose Court right-of-way, on the arc of a circle curving to the right with a radius of fifty and no one-hundredths feet (50.00'), and a chord bearing and distance of North thirty-eight degrees seven minutes thirteen seconds East (N 38° 07' 13" E) eighty-four and ninety-eight one-hundredths feet (84.98'), the arc distance of two hundred twelve and fifty-nine one-hundredths feet (212.59') to a point of reverse curvature on the Northeasterly right-of-way line of Anna Rose Court; THENCE along said Northeasterly right-of-way line of Anna Rose Court the three following courses and distances: 1) on the arc of a circle curving to the left with a radius of forty and no one-hundredths feet (40.00'), and a chord bearing and distance of South fifty-one degrees fifty-two minutes forty-seven seconds East (S 51° 52' 47" E) forty-two and sixteen one-hundredths feet (42.16'), the arc distance of forty-four and forty-one one-hundredths feet (44.41) to a point of tangency; 2) South eighty-three degrees forty-one minutes nine seconds East (S 83° 41' 09" E) eleven and fifty-seven one-hundredths feet (11.57') to a point of curvature; 3) on the arc of a circle curving to the left with a radius of one hundred fifty and no one-hundredths feet (150.00') the arc distance of forty-six and eighty-six one-hundredths feet (46.86') to a point of tangency on the Northwesterly right-of-way line of Anna Rose Court; THENCE along said Northwesterly right-of-way line of Anna Rose Court the two following courses and distances: 1) North seventy-eight degrees twenty-four minutes fifty-two seconds East (N 78° 24' 52" E) seventy and thirty-eight one-hundredths (70.38') to a point of curvature; 2) on the arc of a circle curving to the right with a radius of four hundred fifty and no one-hundredths feet (450.00') the arc distance of one hundred forty and forty-eight one-hundredths feet (140.48') to a point of tangency on

**CHARLES E. SHOEMAKER, INC.**  
*ENGINEERS AND SURVEYORS*  
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS  
1007 EDGE HILL ROAD  
ABINGTON, PENNSYLVANIA 19001

RIGHT OF WAY TO BE DEDICATED TO UPPER DUBLIN TOWNSHIP  
ANNA ROSE COURT  
MAPLE GLEN COURT SUBDIVISION  
UPPER DUBLIN TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA

PAGE 3

the Northeasterly right-of-way line of Anna Rose Court; THENCE along said Northeasterly right-of-way line of Anna Rose Court the two following courses and distances: 1) South eighty-three degrees forty-two minutes zero seconds East (S 83° 42' 00" E) fifty-three and sixteen one-hundredths feet (53.16') to a point of curvature; 2) on the arc of a circle curving to the left with a radius of twenty-five and no one-hundredths feet (25.00'), and a chord bearing and distance of North fifty-one degrees eighteen minutes zero seconds East (N 51° 18' 00" E) thirty-five and thirty-six one-hundredths feet (35.36'), the arc distance of thirty-nine and twenty-seven one-hundredths feet (39.27') to the first mentioned point and place of beginning.

BEING Anna Rose Court right-of-way to be dedicated to Upper Dublin Township.

CONTAINING 27,711 square feet in area.

23075-B  
UP.DUB.-1633  
July 29, 2014  
Rev. October 6, 2014

EXHIBIT "B"

Prepared By and

Return To:

David J. Brooman, Esquire  
HIGH SWARTZ LLP  
40 East High Street  
Norristown, PA 19401

Parcel No. 54-00-10384-02-7

**DEED OF DEDICATION  
EASEMENT FOR SNOW REMOVAL  
OFFERED BY RANDY RONGIONE AND LAURA RONGIONE  
IN ACCORDNACE WITH THE SUBDIVISION PLAN  
FOR THE MAPLE GLEN COURT SUBDIVISION**

THIS DEED OF DEDICATION made this 23<sup>rd</sup> day of July, 2019, between Randy Rongione and Laura Rongione, 124 Anna Rose Court, Maple Glen, PA 19002, Grantors, and the TOWNSHIP OF UPPER DUBLIN, a Township of the First Class situate at 801 Loch Alsh Avenue, Fort Washington, in the County of Montgomery and Commonwealth of Pennsylvania, Grantee.

**W I T N E S S E T H:**

That Grantors, for and in consideration of and for the sum of One Dollar (\$1.00) the advantages to them accruing, as well as for diverse considerations affecting the public welfare, which they seek to advance, have granted, bargained, sold and confirmed, and by these presents do grant, bargain, sell and confirm unto the Grantee, its successors and assigns, an easement and right-of-way over ALL THAT CERTAIN property situate in the TOWNSHIP OF UPPER DUBLIN, County of Montgomery and Commonwealth of Pennsylvania described as set forth in Exhibit "A", being a portion of Lot 5 of a

residential subdivision known as "Maple Glen Court," as shown on the Subdivision Plan of Maple Glen Court prepared for Paone Associates, Inc., dated May 5, 2006, last revised October 6, 2014, prepared by Charles E. Shoemaker, Inc. Engineers and Surveyors, and a portion of lands now designated as parcel No. 54-00-10384-02-7 ("Snow Storage Easement Area").

**TO HAVE AND TO HOLD** the aforesaid easement over all that certain property above described unto the TOWNSHIP OF UPPER DUBLIN, its successors and assigns, to and for the only proper use on behalf of the Township of Upper Dublin, its successors and assigns, for the deposit of snow removed from the adjacent public street or highway, and for no other purpose.

**AND** the said Grantors, for themselves and their successors and assigns, by these presents do covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantors nor their successors and assigns shall nor will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns, any sum of money as and for damages for or by reason of the use of the said Snow Storage Easement Area and the right-of-way described for the purposes herein set forth.

**AND** the said Grantors, for themselves and their successors and assigns, by these presents do covenant, promise and agree to and with the said TOWNSHIP OF UPPER DUBLIN, Grantee, its successors and assigns, shall not place any permanent fixtures or any plantings such as trees and/or shrubs within the Snow Storage Easement Area or

conduct any activity within the area which obstructs access to said easement, preventing Grantee from using the said property for the purposes set forth.

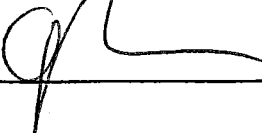
AND the said Grantors, for themselves and their successors and assigns, do by these presents further covenant, promise and agree to and with said Grantee, its successors and assigns, that the said Snow Storage Easement Area and the right-of-way described unto the said Grantee, its successors and assigns, against it, the said Grantors, their successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him or them or any of them, shall and will WARRENT and forever DEFEND.

IN WITNESS WHEREOF, Grantors have caused this Deed of Dedication to be duly executed the day and year first above written, intending to be legally bound.

ATTEST:

  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_

By: \_\_\_\_\_

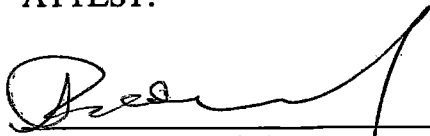
  
Randy Rongione

By: \_\_\_\_\_

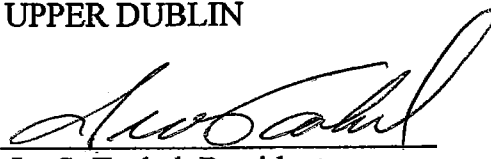
  
Laura Rongione

[SIGNATURES CONTINUED ON NEXT PAGE]

ATTEST:

  
\_\_\_\_\_  
Paul A. Leonard, Secretary

COMMISSIONERS OF THE TOWNSHIP  
OF UPPER DUBLIN

By:   
\_\_\_\_\_  
Ira S. Tackel, President

Accepted by Resolution of the Board of Commissioners of the TOWNSHIP OF UPPER  
DUBLIN, ~~August 7<sup>th</sup>~~, 2019.  
October

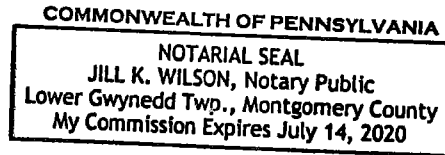
COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF MONTGOMERY :

On this, the 23<sup>rd</sup> day of July, 2019, before me, a Notary Public for the Commonwealth of Pennsylvania, in and for the County of Montgomery, personally appeared Randy Rangione and, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

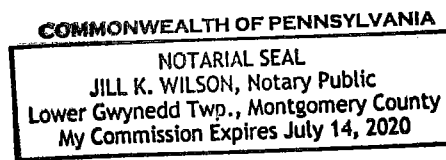
COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF MONTGOMERY :



On this, the 23<sup>rd</sup> day July, 2019, before me, a Notary Public for the Commonwealth of Pennsylvania, in and for the County of Montgomery, personally appeared Laura Rangione and, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public





**CHARLES E. SHOEMAKER, INC.**

*ENGINEERS AND SURVEYORS*  
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS  
1007 EDGE HILL ROAD  
ABINGTON, PENNSYLVANIA 19001

10' WIDE SNOW STORAGE EASEMENT LOT 5 MAPLE GLEN COURT  
PAONE ASSOCIATES, INC.  
ANNA ROSE COURT  
UPPER DUBLIN TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN parcel or tract of land designated as a Snow Storage Easement over Lot 5, SITUATE in the Township of Upper Dublin, County of Montgomery and Commonwealth of Pennsylvania bounded and described in accordance with a Subdivision Plan of Maple Glen Court, prepared for Paone Associates, Inc., dated May 5, 2006 and last revised October 6, 2014 as prepared by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

BEGINNING at a point on the Southwesterly side of Anna Rose Court (50' wide), a corner of Lot 4 and Lot 5; THENCE along Lot 4, South forty-eight degrees forty-eight minutes thirty-three seconds West (S 48° 48' 33" W) ten and one one-hundredths feet (10.01'); THENCE through Lot 5 the two following courses and distances: 1) on the arc of a circle curving to the right, with a radius of sixty and no one-hundredths feet (60.00'), and a chord bearing and distance of North twenty-two degrees thirty-five minutes forty-one seconds West (N 22° 35' 41" W) forty-two and four one-hundredths feet (42.04'), the arc distance of forty-two and ninety-five one-hundredths feet (42.95') to a point; 2) South eighty-six degrees fifty-one minutes forty-eight seconds East (S 86° 51' 48" E) ten and five one-hundredths feet (10.05') to a point on the aforesaid Southwesterly side of Anna Rose Court; THENCE along said Southwesterly side of Anna Rose Court, on the arc of a circle curving to the left with a radius of fifty and no one-hundredths feet (50.00'), and a chord bearing and distance of South twenty-three degrees eighteen minutes thirty-eight seconds East (S 23° 18' 38" E) thirty-four and forty-nine one-hundredths feet (34.49'), the arc distance of thirty-five and twenty-one one-hundredths feet (35.21') to the first mentioned point and place of beginning.

BEING a 10' wide snow storage easement over Lot 5 Maple Glen Court.

CONTAINING 391 square feet.

23075B  
UpDub-1633  
July 10, 2014  
Rev October 6, 2014

EXHIBIT A

BEFORE THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP

In re: Application of  
PAMCPA Real Estate, LLLP

Property: 175 Commerce Drive, Fort  
Washington.

**MEMORANDUM FINDINGS OF FACT, OPINION AND ORDER**

The application of PAMCPA Real Estate, LLLP for conditional use approval was heard before the Board of Commissioners of Upper Dublin Township on October 7, 2019 after due advertisement. The applicant seeks approval to use the Property as a vehicle service facility for the customers of a nearby Mercedes Benz dealership owned by its related company, Condor Fort Washington Real Estate LLLP. The subject property is located at 175 Commerce Drive, Fort Washington and has previously been improved with a 40,000 sq.ft. single story industrial building used by a construction company.

**FINDINGS OF FACT**

Based on the testimony presented at the hearing and the documentation offered and accepted into evidence, the Board makes the following findings of fact:

1. The proposed use is located at 175 Commerce Drive on a 4.13 acre tract of ground in the GFW Greater Fort Washington District. A portion of the property is also in the Floodplain District. The owner of the subject property is Kornerstone, LP. The equitable owner is the applicant, PAMCPA Real Estate, LLLP. Both join in this application.

2. The subject property is improved with a 40,000 sq.ft. industrial building which is presently used for a combination of office space and industrial uses associated with a construction company.

3. The applicant seeks to use the Property as a vehicle service facility for the customers of its related company, a Mercedes Benz dealership, utilizing the existing space in the front of the existing building for office uses and the larger space to the rear of the building for vehicle servicing.

4. Commercial/retail uses are permitted by conditional use in the GFW Greater Fort Washington District limited to a maximum of 40,000 sq.ft. of ground floor building area per lot.

5. The ground floor building area encompassing the non-office use is approximately 27,985 sq.ft. with the office use in the remainder of this 40,000 sq.ft. building, this being the same configuration as the current use.

6. No customer traffic will come to this facility. All vehicles to be serviced will be brought to the location by service employees. It is anticipated that approximately 20 vehicles per day will be transferred. The applicant agreed that no vehicles awaiting services will be stored on the property for a period longer than 72 hours.

7. No cars will be stored at this facility other than those awaiting or in the process of being serviced, or other than new vehicles actively being prepared for delivery.

8. It is anticipated that use of the facility will increase to employ 35-40 employees working on site. Plans call for 25-30 vehicle lifts to be installed in the service portion of the facility.

9. The Property is serviced by all existing public service systems, including water and sewer.
10. No changes are planned for the exterior of the facility.
11. A portion of the parking area comprising apx. 14 parking spaces is located within the floodplain district. The applicant agreed that no overnight storage of vehicles will take place using these parking spaces. The prohibition on overnight parking must be clearly marked on each of these spaces in a manner clear to employees working on the site.
12. The Upper Dublin Planning Commission recommended approval of the application, subject to conditions, all of which are incorporated in the list of conditions set forth below.
13. The general welfare or public interest of Upper Dublin Township will not be adversely affected by the proposed use assuming the conditions of approval are adhered to.

## **DISCUSSION**

The recently enacted GFW Greater Fort Washington District, in addition to allowing by right a broad array of commercial and light industrial uses, also allows by right a number of other uses by conditional use, one of these being commercial/retail uses, limited however to a maximum of 40,000 square feet of ground floor building area per lot. The standards and criteria for approval of conditional uses are set forth at § 255-194 of the Upper Dublin Zoning Code as follows:

### **§ 255-194. Standards and criteria for approval of use.**

The Board of Commissioners may grant approval of a listed conditional use under any district, provided that the following standards and criteria are complied with by the

applicant for the conditional use. The burden of proving compliance with such standards and criteria shall be on the applicant.

A. The applicant shall establish by credible evidence that the proposed use or other subject of consideration for approval complies with the declaration of legislative intent that may appear at the beginning of the applicable district under which approval is sought.

B. The applicant shall establish by credible evidence that the proposed use or other subject of consideration for approval complies with the conditions enumerated in that section of this chapter which gives the applicant the right to seek a conditional use.

C. The applicant shall establish by credible evidence that the proposed use or other subject of consideration for approval shall preserve the environmental and physical assets of the neighborhood, including but not limited to parking, traffic movement, noise, landscaping, buffering and lighting.

D. The applicant shall establish by credible evidence that the proposed use or other subject of consideration for approval shall be properly serviced by all existing public service systems.

E. The applicant shall establish by credible evidence that the proposed use or other subject of consideration for approval shall make accommodation for peak traffic generated by the proposed use.

F. The applicant shall establish by credible evidence that the proposed use or other subject of consideration for approval is designed in accordance with the Township Code with regard to internal traffic circulation, parking, buffering, grading, stormwater management, erosion control and all other elements of proper land planning

G. The Board of Commissioners shall impose such reasonable conditions and safeguards as are advisable to ensure compliance with the purpose and intent of this chapter, which may include, without limitation, planting and buffers, special yards and spaces, construction of fences and walls, special parking and/or loading and drop-off provisions, together with control of vehicles' egress and ingress, harmonious design of buildings, protection of watercourses, the protection of environmental amenities and the elimination of noxious, offensive or hazardous elements.

H. The applicant shall establish by credible evidence that the proposed use or other subject of consideration for approval will not adversely affect the health, safety and welfare of the neighborhood and community.

The applicant presented to the Board of Commissioners certain documents incorporated by reference herein and forming the foundation for the order set forth below, those being:

1. Conditional Use Plan (sketch plan) prepared by North Star Construction Management, Inc. and Bohler Engineering dated August 6, 2019.
2. Existing floor plan
3. Proposed floor plan
4. FEMA Elevation Certificate in draft form.
5. Flood Evacuation Plan
6. Letter from applicant's counsel, Rudolph Clarke, LLC, dated October 4, 2019 setting forth representations concerning traffic impact.

After consideration of the testimony presented at the hearing and following review of the above referenced documents, the Board specifically finds that the criteria set forth in the Code for the grant of conditional use have been met with respect to this application and that the grant of the application will not adversely affect the abutting properties or public facilities. In making this finding the Board incorporates by reference the representations made at the hearing and the documents noted above.

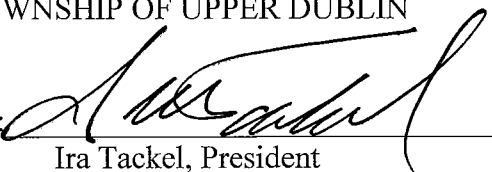
### **ORDER**

AND NOW, this 12<sup>th</sup> day of November, 2019, upon application of PAMCPA Real Estate, LLP, conditional use approval is given with respect to premises 175 Commerce Drive, for use of the Property as a vehicle service facility for the benefit of customers of a nearby Mercedes Benz dealership owned by its related company, this use to conform to the representations made at the hearing and as set forth above, subject to the following conditions:

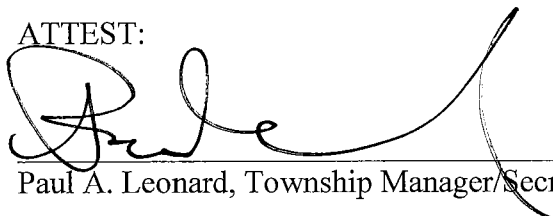
1. The applicant must coordinate with the Township and Montgomery County and, within one hundred twenty (120) days of the date of this approval, either construct or contribute to the construction and implementation of the Cross County Trail;
2. The applicant will provide an improved and more accurate site plan of the existing conditions of 175 Commerce Drive, satisfactory to the Township Engineer, before issuance of a certificate of occupancy;

3. The applicant will provide interior drawings of all proposed renovations;
4. A flood elevation certificate and flood elevation plan will be provided to the Township;
5. A flood evacuation plan for the Property will be provided to the Township;
6. No vehicle shall be parked at the Property for greater than 72 hours;
7. There will be no overnight parking of vehicles within an identified FEMA delineated floodplain. This prohibition against overnight parking must be clearly marked on each of the parking spaces located within the floodplain area in a manner clear to employees working on the site;
8. Parking within the side yard area of the Property will be used only for employees and personnel working at the site. Vehicles waiting to be serviced and/or prepped may be located only within the Property's rear parking lot;
9. Shut off timers will be placed on the Property's lighting. Lights shall shut off by 9:00 P.M.
10. The applicant will fully sound proof the interior of that portion of the building containing the operations of the auto service facility. When those operations are in progress, noise levels at the property line may not exceed 50 decibels.
11. There shall be no outside storage of hazardous substances or dangerous materials at the Property.
12. The operations at the site will conform to the representations made at the hearing as incorporated in the above findings of fact.
13. Applicant will obtain all required Commonwealth, County, and Upper Dublin Township permits for interior and exterior changes to the building, including any required permit, or determination of non-applicability, for the paint booth operations.

BOARD OF COMMISSIONERS  
TOWNSHIP OF UPPER DUBLIN

By:   
Ira Tackel, President

ATTEST:

  
Paul A. Leonard, Township Manager/Secretary

RESOLUTION NO: 19-2357

BE IT RESOLVED, by authority of the Board of Commissioners  
(Name of governing body)

of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)

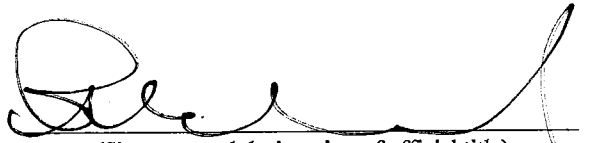
is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

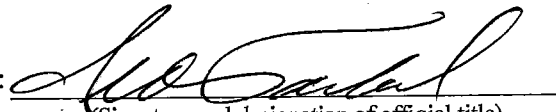
of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township  
(Name of MUNICIPALITY)

  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel,  
(Name)

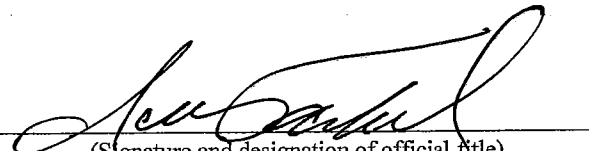
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 12th day of November, 20 19.  
(Name of governing body)

DATE: 11/12/2019

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

### A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034  
Municipal Phone Number : 215-643-1600 Alternative Phone Number : \_\_\_\_\_  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : Monday – Friday, 8:00 AM – 4:00 PM

### B - Application Description

Location (*intersection*) : Welsh Road (SR 0063) and Dryden Road/Welsh Road Business Center  
Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : 64-3215  
Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_  
Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : I-0098  
If YES, provide locations of all signalized intersections in system.  
Welsh Road (SR 0063) from Jarrettown Road to Fitzwatertown Road (SR 2038)  
Blair Mill Road (SR 2026) from Welsh Road (SR 0063) to Witmer Road/Commerce Avenue  
Explain the proposed improvements :  
Add driveway and deceleration lane to north side of westbound departure of Welsh Road (SR 0063); retime signal.  
Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

### C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :  
 Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_  
Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Public Works  
Phone # : 215-643-1600 x3806 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

### D - Attachments Listing

- Municipal Resolution (*required*)
- Letter of Financial Commitment
- Traffic Signal Permit
- Warrant Analysis
- Crash Analysis
- Traffic Signal Study
- Location Map
- Photographs
- Straight Line Diagram
- Capacity Analysis
- Traffic Impact Study (TIS)
- Condition Diagram
- Traffic Volumes / Pedestrian Volumes
- Turn Lane Analysis
- Turn Restriction Studies
- Other : \_\_\_\_\_

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5 )
- Exhibit "B": Recordkeeping (Sheet 4 of 5 )
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5 )

Printed Municipal Contact Name : PAUL A. LEONARD

Date : 11/12/2019

Signed By :

Witness or Attest :

Title of Signatory : TOWNSHIP MANAGER

Title of Witness or Attester:

Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

**KNOCKDOWNS**

Support - Mast arm  
 Support - Strain pole  
 Span wire/tether wire  
 Pedestal  
 Cabinet  
 Signal heads

**TYPE OF REPAIR PERMITTED**

Emergency or Final  
 Emergency or Final  
 Final Only  
 Emergency or Final  
 Emergency or Final  
 Final Only

**EQUIPMENT FAILURE**

Lamp burnout (veh. & ped.)  
 Local controller  
 Master controller  
 Detector sensor  
     - Loop  
     - Magnetometer  
     - Sonic  
     - Magnetic  
     - Pushbutton  
 Detector amplifier  
 Conflict monitor  
 Flasher  
 Time clock  
 Load switch/relay  
 Coordination unit  
 Communication interface, mode  
 Signal cable  
 Traffic Signal Communications  
 Traffic Signal Systems

Final Only  
 Emergency or Final  
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**Exhibit "B":**  
**Recordkeeping**



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**
 County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_
**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO. 19-2358

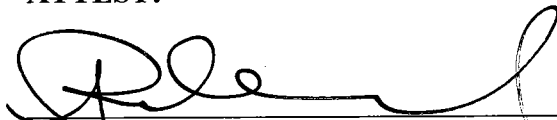
BE IT RESOLVED, by authority of the Upper Dublin Township Board of Commissioners  
(Name of governing body)

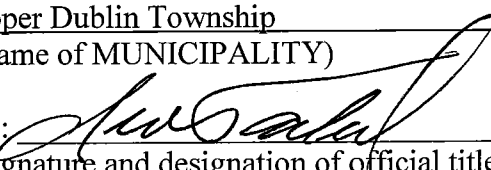
of the Township of Upper Dublin, Montgomery County, and it is hereby resolved by authority  
(Name of MUNICIPALITY)

of the same, that the Township Manager \_\_\_\_\_ of said MUNICIPALITY is  
(designate official title)

authorized and directed as the signatory for all documents related to the Automated Red Light  
Enforcement Program Agreement No. 2018ARLE018 project at the intersection of Susquehanna  
Road and Fitzwatertown Road on behalf of the MUNICIPALITY.

ATTEST:

  
\_\_\_\_\_  
(Signature and designation of official title)  
Paul A. Leonard, Secretary/Township Manager


Upper Dublin Township  
(Name of MUNICIPALITY)  
By:   
\_\_\_\_\_  
(Signature and designation of official title)  
Ira S. Tackel, President

I, Ira S. Tackel \_\_\_\_\_, President \_\_\_\_\_  
(Name) (Official Title)

of the Board of Commissioners of Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the  
Board of Commissioners, held the 12<sup>th</sup> day of November, 2019.  
(Name of governing body)

DATE: 11/12/2019

  
\_\_\_\_\_  
(Signature and designation of official title)  
Ira S. Tackel, President

RESOLUTION NO. 19-2359

A RESOLUTION ESTABLISHING THE BUDGET FOR FISCAL YEAR 2020.

WHEREAS, in accordance with the First Class Township Code, the Board of Commissioners have prepared and reviewed an annual budget for the fiscal year 2020 detailing the estimated amounts of money required for the specific purposes of the Upper Dublin Township government for the ensuing fiscal year including estimated receipts, expenditures and appropriations, and,

WHEREAS, the proposed 2020 budget was advertised as required by law and made available for public inspection on November 13, 2019, and,

WHEREAS, the proposed 2020 budget was advertised as required by law and was presented and amended at public hearings on November 18, 2019, and November 21, 2019 and,

WHEREAS, the proposed budget as amended will take effect on January 1, 2020;

THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby adopts the annual budget, details of which are available upon request, for fiscal year 2020.

ADOPTED this 10<sup>th</sup> day of December 2019.

BOARD OF COMMISSIONERS  
UPPER DUBLIN TOWNSHIP

BY: 

Ira S. Tackel, President

ATTEST: 

Paul A. Leonard, Secretary

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 19-2360**

**A RESOLUTION APPROVING THE UPPER DUBLIN TOWNSHIP MUNICIPAL AUTHORITY'S 2020 ANNUAL REPORT AND BUSINESS IMPROVEMENT PLAN; AND APPROVING THE UPPER DUBLIN TOWNSHIP MUNICIPAL AUTHORITY BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020**

**WHEREAS**, the Upper Dublin Township Municipal Authority (the "Authority") is a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania pursuant to the Municipality Authorities Act of 1945, as amended (the "Act"), having been duly organized by the Township of Upper Dublin, Montgomery County, Pennsylvania (the "Township"); and

**WHEREAS**, pursuant to the Act, the Township has the right to approve any plan of the Authority; and

**WHEREAS**, the Authority filed Articles of Incorporation with the Commonwealth of Pennsylvania on October 11, 2016; and

**WHEREAS**, the Articles of Incorporation contain a statement that Upper Dublin Township has retained the right which exists under the Act to approve any plan of the Authority; and

**WHEREAS**, the Board of Directors of the Authority have by Resolution approved and adopted the Upper Dublin Township Municipal Authority's 2020 Annual Report and Business Improvement Plan (the "Plan"), attached hereto as Exhibit A; and

**WHEREAS**, the Board of Directors of the Authority have also by Resolution approved and adopted a budget for the fiscal year beginning January 1, 2020 and ending December 31, 2020 (the "Budget"), attached hereto as Exhibit B; and

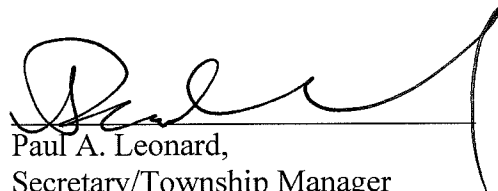
**WHEREAS**, the Authority has submitted the Plan and the Budget to the Board of Commissioners of Upper Dublin Township for its review and approval; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Upper Dublin Township that the Upper Dublin Township Municipal Authority's 2020 Annual Report and Business Improvement Plan, attached hereto as Exhibit A, and budget for the fiscal year

beginning January 1, 2020 and ending December 31, 2020, attached hereto as Exhibit B, are hereby approved.

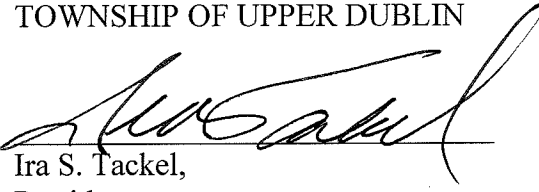
RESOLVED, this 10<sup>th</sup> day of December, 2019.

ATTEST:



Paul A. Leonard,  
Secretary/Township Manager

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN



Ira S. Tackel,  
President

Exhibit "A"  
Upper Dublin Township Municipal Authority's  
2020 Annual Report and Business Improvement Plan

December 6, 2019

## **Upper Dublin Township Municipal Authority Business Improvement Plan and Report for 2020 to the Board of Commissioners of Upper Dublin Township**

### **Mission**

The purpose of the Upper Dublin Township Municipal Authority (UDTMA) is to obtain and finance working capital, acquire, hold, construct, improve, maintain and operate, own or lease, either in the capacity of lessor or lessee, projects within the service area of the UDTMA, of the following kind and character:

- (a) Transportation for all defined modes, marketing, transit service and safety improvement utilizing all resources necessary to construct and maintain roadway improvements, bridges, traffic regulation devices, bicycle/pedestrian trails and amenities including but not limited to landscaping/trees, special signage, and street/area lighting.
- (b) Storm water and flood control planning, management and implementation.
- (c) General economic development and marketing for the Fort Washington Office Center Park recently rezoned as the Greater Fort Washington District.

### **Attendance**

The UDTMA held 12 public meetings in 2019 on the first Friday of every month. The January meeting was primarily a re-organization meeting with the appointments of Offices, Directors, Engineer, Solicitor and Open Records Officer. Attendance at the meetings by members was high for the year with Mr. Markman missing one meeting, Mr. Danaher missing one meeting and Mr. Feldman missing several meetings due to a serious illness. In October 2019, with the passing of Mr. Feldman, The Upper Dublin Township Board of Commissioners appointed Glen Griffin as a Municipal Authority director. Attendance by the Executive Director, Finance Director, Solicitor's Office and Engineer was nearly 100% with Mr. Leonard missing one meeting and Mr. Bleemer missing one meeting.

### **Financial Matters**

In 2018, the UDTMA issued \$6,000,000 of guaranteed revenue notes to fund certain capital improvement construction projects identified as Priority One projects on the attached "Exhibit A." To finance the annual debt service on the notes and the UDTMA's operating expenses, an assessment is levied on all properties within the UDTMA service area based upon the assessed value of each property, as determined by the assessment of record in the county assessment office on the date such assessments are levied. In 2019, the UDTMA obtained \$4.142 million in grant funds to finance future projects.

## **Capital Projects**

Construction of the Virginia Drive Cross County Trail - Final Segment project began in September 2019. This is the first of several Priority One projects within the UDTMA jurisdiction funded by the \$6,000,000 revenue notes and through grant funding.

## **Budget**

Funding from the annual assessment also supports the UDTMA's operating costs. Both the Directors and the Board of Commissioners approved the UDTMA's 2019 operating budget and will approve the 2020 operating budget. The UDTMA is projected to have a year-end operating fund balance totaling \$127,000 at December 31, 2019. All revenues and expenditures are subject to an independent CPA audit with a report to be filed with the Township and the State and available to both the Commissioners and the public.

## **Transparency**

All meetings of the UDTMA were open to the public and live broadcast as well as repeat broadcast on the Township's governmental cable channel. There were three Right to Know Law Requests related to the UDTMA during 2019. The UDTMA is committed to not only complying with the Right to Know Law and the Sunshine Law, but communicating with property owners, businesses and employees within the UDTMA area via multiple means through 2020.

## **Municipal Authority Priority List and 2020 Projects**

The Board of Commissioners and any interested parties are advised that the UDTMA works and focuses routinely on the attached priority list, currently dated November 20, 2019. This color-coded spreadsheet shows both the priorities, funding sources and current status of project designed to meet the mission statement at the beginning of this report. The UDTMA welcomes public participation in both their meetings and by comments to them in written format.

The Municipal Authority will continue to foster and support economic development and reinvestment in the Office Park. To that end it plans in 2020 to wrap up a branding project in conjunction with a committee of property owners and the Fort Washington Business Alliance. There will also be some minor landscaping upgrades in the course of 2020 prior to the complete reconstruction of Commerce Drive.

Exhibit A  
Municipal Authority Priority List and 2020 Projects



Greater Fort Washington District Project Priority List  
Upper Dublin Township Municipal Authority

11/20/2019

TOWNSHIP FUNDED CAPITAL IMPROVEMENTS WITHIN THE MUNICIPAL AUTHORITY BOUNDARY									
CONSTRUCTED AND/OR COMMITTED TOWNSHIP PROJECTS	HIGHLIGHTED FIELD INDICATES FINAL PROJECT COST TO BE UPDATED	TOTAL PROJECT COST (Millions)	Grant Funding Awarded (Millions)	Additional PennDOT (Millions)	Developer Contribution (Millions)	Township Obligation (Millions)	Construction Start Date	Construction End Date	Status / Comments
		Description							
	PINE RUN & RAPP RUN FLOOD RETARDING STRUCTURES	\$14.819	11.569			3.250	2013	2015	
	VIRGINIA DRIVE PINE RUN BRIDGES RECONSTRUCTION	\$6.234	3.212	1.218		1.804	06/2016	07/2017	MUNICIPAL RETRO-REIMBURSEMENT PROGRAM
	VIRGINIA DRIVE RAPP RUN CULVERT RECONSTRUCTION	\$1.638	0.400			1.238	03/2017	07/2017	PA DCED GRANTS
	VIRGINIA DRIVE ROAD DIET & TRAIL	\$1.491	1.000			0.491	09/2017	06/2018*	MPMS 104282 - *Punchlist Not Complete
	DRESHER TRIANGLE CONCEPT DESIGN	\$0.062			0.062	0.000	N/A	N/A	
		\$24.244	\$16.181	\$1.218	\$0.062	\$6.783			

CAPITAL IMPROVEMENTS WITHIN THE MUNICIPAL AUTHORITY BOUNDARY									
PRIORITY 1 PROJECTS (0 TO 3 YEARS)	HIGHLIGHTED FIELDS INDICATE GRANT APPLICATION POTENTIAL	OPINION OF PROBABLE COST (Millions)	Committed Project Estimates (Millions)	2015-2018 Awarded (Millions)	2019 Grant Awarded (Millions)	Developer Contribution (Millions)	Municipal Auth Obligation (Millions)	Municipal Auth Committed (Millions)	Status / Comments
		Description							
	FORT WASHINGTON CROSS COUNTY TRAIL & ROAD DIET	\$6.250	6.250	3.541		0.3	2.410	2.410	PENNDOT MTF, PA DCED, PA DCNR, MONTCO
	PA TURNPIKE ZIP RAMP FROM PA 309 INTERCHANGE	\$2.600	2.600	2.038		0.4	0.162	0.162	GRANT AWARDED
	COMPLETE BODENSTEIN CHANNEL REVITALIZATION	\$0.750	0.750				0.750	0.750	
	CROSS COUNTY TRAIL - FINAL SEGMENT	\$1.015	1.015	0.750			0.265	0.265	PENNDOT TAP PROGRAM - MPMS 107179
	DELAWARE DR CROSS COUNTY TRAIL & ROAD DIET - MIDDLE SECTION	\$4.600	4.600	1.600	0.500		2.500	2.500	GRANTS AWARDED - COORD. ONGOING
	DRESHER TOWN RD IMPROVEMENTS - PHASE 1 DESIGN	\$0.400	0.400		0.250		0.150	0.150	DVRPC Phase VII
	EVALUATE VIRGINIA DRIVE & CAMP HILL ROAD INTERSECTION	\$0.075					0.075		
	DELAWARE DRIVE BRIDGE SUPERSTRUCTURE REPLACEMENT & REPAIRS	\$1.250	1.250	1.000			0.250	0.250	MUNICIPAL RETRO-REIMBURSEMENT PROGRAM
	CONSTRUCT LOCAL TRAIL CONNECTIONS TO CROSS COUNTY TRAIL	\$0.250		0.015			0.235		PA WalkWorks
	PRIORITY 1 PROJECTS OPINION OF PROBABLE COST TOTALS	\$17.190	\$16.865	\$8.944	\$0.750	\$0.700	\$6.797	\$6.487	

PRIORITY 2 PROJECTS (3 TO 6 YEARS)	COMPLETION OF VIRGINIA DRIVE INTERCHANGE PRELIM. ENG.	\$1.600					1.600		2019 CMAQ (\$1.892M) & CFA MTF (\$1.5M)
	COMPLETION OF VIRGINIA DRIVE INTERCHANGE LAND ACQUISITION	\$1.500					1.500		
	DRESHER TOWN RD IMPROVEMENTS - PHASE I CONSTR.	\$4.250	4.250		3.392		0.858	0.858	
	CONSTRUCT LOCAL TRAIL CONNECTIONS TO CROSS COUNTY TRAIL	\$0.250					0.250		
	CONSTRUCT A LINEAR PARK ALONG CROSS COUNTY TRAIL	\$4.300					4.300		
	CONSTRUCT PINETOWN ROAD BOULEVARD WITH LANDSCAPED MEDIAN	\$1.800					1.800		
	GATEWAY ENTRANCE ENHANCEMENTS	\$0.250					0.250		
	PERFORM WARRANT ANALYSIS FOR PINETOWN & HIGHLAND	\$0.025					0.025		
	COMPLETE RAPP RUN CREEK REVITALIZATION	\$0.750					0.750		
	COMPLETE PINE RUN CREEK REVITALIZATION - STAGE I	\$0.500					0.500		
NEW JERSEY, NEW YORK & MARYLAND ROADWAY RECONSTRUCTIONS	\$2.750					2.750		OPINION OF PROBABLE COSTS REQUIRE FURTHER ANALYSIS AND ARE ONLY FOR DISCUSSION PURPOSES AND NOT FOR ASSESSMENT PURPOSES. GRANT POTENTIAL HAS NOT BEEN ANALYZED.	
PRIORITY 2 PROJECTS OPINION OF PROBABLE COST TOTALS	\$17.975	\$4.250	\$0.000	\$3.392	\$0.000	\$14.583	\$0.858		

PRIORITY 3 PROJECTS (OVER 6 YEARS)	DRESHER TRIANGLE ROADWAY IMPROVEMENTS - STAGE III	\$4.000					4.000		OPINION OF PROBABLE COSTS REQUIRE FURTHER ANALYSIS AND ARE ONLY FOR DISCUSSION PURPOSES AND NOT FOR ASSESSMENT PURPOSES. GRANT POTENTIAL HAS NOT BEEN ANALYZED.
	CONSTRUCT LANDSCAPED MEDIANS ON COMMERCE, DELAWARE & VIRGINIA	\$0.150					0.150		
	INSTALL PEDESTRIAN LIGHTING ALONG CROSS COUNTY TRAIL & PINETOWN	\$1.000					1.000		
	RE-GRADE HIGHLAND AVENUE APPROACH TO CAMP HILL ROAD	\$0.350					0.350		
	CONSTRUCT ADDITIONAL LOCAL TRAIL CONNECTIONS TO CROSS COUNTY TRAIL	\$0.250					0.250		
	COMPLETE PINE RUN CREEK REVITALIZATION - STAGE II	\$0.750					0.750		
	CAMP HILL ROADWAY RECONSTRUCTION & BRIDGE RECONSTRUCTION*	\$3.250					3.250		
	INSTALL LANDSCAPING ENHANCEMENTS TO OPEN VISTAS	\$0.750					0.750		
PRIORITY 3 PROJECTS OPINION OF PROBABLE COST TOTALS	\$10.500	\$0.000	\$0.000	\$0.000	\$0.000	\$10.500			

\* NOTE - TOTAL COST SHOWN, HOWEVER, DELAWARE DR & CAMP HILL RD RECONSTRUCTION TO WIDEN AND/OR PROVIDE PEDESTRIAN/TRAIL AMENITIES WOULD BE ELIGIBLE FOR ASSESSMENT. REPLACEMENT OF THE STRUCTURES IN-KIND IS THE RESPONSIBILITY OF TOWNSHIP

NON-CAPITAL IMPROVEMENT PROJECTS				
OPERATIONS AND SERVICES	DESCRIPTION	2019 BUDGET	COMMENTS	
		EXECUTIVE DIRECTOR & FINANCE DIRECTOR	0.022	THESE ITEMS ARE INTENDED TO BE AT THE DISCRETION OF THE AUTHORITY AND WOULD BE ASSIGNED COSTS AS SO DIRECTED.
	MUNICIPAL AUTHORITY SOLICITOR SERVICES	0.025		
	MUNICIPAL AUTHORITY ENGINEER SERVICES	0.075		
	MUNICIPAL AUTHORITY ACCOUNTANT SERVICES - AUDIT	0.006		
	OTHER CONSULTANT SERVICES & APPRAISALS	0.053		
	ASSUME MAINTENANCE RESPONSIBILITY OF PINE RUN AND RAPP RUN FLOOD RETARDING STRUCTURES	0.040		
	MISCELLANEOUS ADMIN (SUPPLIES, FEES, RECORDING OF MINUTES, ETC.)	0.004		
	ANNUAL COST TOTAL	0.225		
	DESCRIPTION			
	ENHANCED LEVEL OF SERVICES (ROADS, LIGHTING, TRAILS & TRASH, ETC.)			
	OPERATE SHUTTLE SERVICE TO/FROM SEPTA REGIONAL RAIL STATION			
	DEVELOP LOGO AND POTENTIAL RE-BRANDING CAMPAIGN			
	ESTABLISH FLOWERS, TREES, SHRUBS SPECIES LIST			
	ESTABLISH DESIGN STANDARDS FOR PRIVATE PROPERTY SIGNAGE			
	MARKETING INITIATIVES (SPACE AVAILABILITY, ECONOMIC DEV, ETC.)			
	INSTALL WAYFARER AND/OR TRANSIT SIGNAGE AT SEPTA/SHUTTLE STOPS			
	PERFORM SNOW AND ICE REMOVAL SERVICES ON SIDEWALKS AND TRAILS			

Exhibit "B"  
Upper Dublin Township Municipal Authority's  
Budget for the fiscal year beginning January 1, 2020 and ending December 31, 2020

## Upper Dublin Township Municipal Authority Draft Operating Budget for 2020

Beginning Balance	(58,060)	125,891	116,391	127,032
	<u>2018 Revenues</u>	<u>2019 Budgeted Revenues</u>	<u>2019 Projected Revenues</u>	<u>2020 Proposed Revenues</u>
Assessments	539,201	555,000	554,450	555,000
	539,201	555,000	554,450	555,000
	<u>2018 Expenses</u>	<u>2019 Adopted Budget</u>	<u>2019 Projected Expenses</u>	<u>2020 Proposed Budget</u>
Salaries	17,775	22,000	20,000	22,000
Legal Fees	28,132	25,000	23,000	25,000
Project engineer	100,023	85,000	115,000	115,000
Maintenance of FRS	30,873	40,000	25,000	35,000
Real estate appraisals		15,000		10,000
Audit fees	2,500	6,000	5,800	6,000
Other consultants	3,189	28,000	23,009	25,000
Administrative support/supplies	1,446	2,000	2,000	2,000
Bond Issuance Fees	30,533			
Miscellaneous		2,000		2,000
Debt Service	140,779	339,500	339,500	339,697
	355,250	564,500	553,309	581,697
<b>Ending Balance</b>	<b>125,891</b>	<b>116,391</b>	<b>127,032</b>	<b>100,335</b>

**Status of Local Funding for Municipal Authority Capital Projects**

<b>Available Funding</b>	
2018 Bond Issue	6,000,000
Interest Income as of 9/30/19	190,759
<b>Total Available Funds</b>	<u><u>6,190,759</u></u>

<b>Funded Projects</b>	<b>Project Cost</b>	<b>Outside Funding</b>	<b>Authority Share</b>
FW Cross County Trail and Road Diet	6,250,000	3,841,000	2,409,000
Zip Ramp	2,600,000	2,438,000	162,000
Cross County Trail Final Segment	1,015,000	750,000	265,000
FW Trail and Road Diet Middle Section	4,600,000	2,100,000	2,500,000
Delaware Avenue Bridge	1,250,000	1,000,000	250,000
Dresher Triangle Early Action Improvements	400,000	250,000	150,000
PA Walkworks Project	30,000	15,000	15,000
	<u><u>16,145,000</u></u>	<u><u>10,394,000</u></u>	<u><u>5,751,000</u></u>

<b>Balance of Capital Funding</b>	<u><u>439,759</u></u>
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**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION No. 19-2361**

**A RESOLUTION TO APPOINT A TRANSPORTATION ENGINEER**

**WHEREAS**, Upper Dublin Township (“Township”) desires to appoint a Transportation Engineer for all transportation related projects sponsored by the Township; and

**WHEREAS**, in order to be eligible for Federal, State, and County funding, the Township adopted policies and procedures for consultant selection compliant with the Pennsylvania Department of Transportation Publication 93, Chapter 7; and

**WHEREAS**, the Township advertised a request for statements of interest for the position of Transportation Engineer in conformity with its policies and procedures for consultant selection; and

**WHEREAS**, an ad hoc committee of the Township reviewed the responses to the request for statements of interest and determined that Boles, Smyth Associates, Inc. was the most qualified firm for the position of Transportation Engineer; and

**WHEREAS**, the ad hoc committee has recommended to the Board of Commissioners of the Township that they appoint Jack Smyth, Jr., P.E. and Boles, Smyth Associates, Inc. for the position of Transportation Engineer for a period of time not to exceed five (5) years; and

**WHEREAS**, Boles, Smyth Associates, Inc. submitted a list of rates for personnel that may be working on Township projects, which list of rates is attached to this Resolution as Exhibit “A”.

**BE IT RESOLVED**, by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, Jack Smyth, Jr., P.E. and the firm of Boles, Smyth Associates, Inc. is appointed Transportation Engineer for a period of time not to exceed five (5) years, terminable at will, and subject to the list of rates attached to this Resolution as Exhibit “A.”

Upper Dublin Township

ATTEST:

By: 

Paul A. Leonard, Secretary

By: 

Ira S. Tackel, President

Date: 12/10/2019

Exhibit "A"

BOLES, SMYTH ASSOCIATES, INC.

SCHEDULE OF FEES

UPPER DUBLIN TOWNSHIP TRANSPORTATION & TRAFFIC ENGINEER

December 10, 2019 through December 31, 2020

Hourly Billing Agreement

Hours are billed for each category of employee for each hour worked on the project assignment at the following rates:

1.	Principals	\$145.00
2.	Project Manager/ Trans. Specialists	\$122.50
3.	Civil Engineer/Designer	\$ 94.50
4.	Engineering Technician	\$ 81.50
5.	Engineering Intern	\$ 35.00

Reimbursement for all direct non-salary expenses and support firm expenses are at actual net cost.

**UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS**  
**MONTGOMERY COUNTY, PA**  
**RESOLUTION NO. 20- 2362**  
**LAND DEVELOPMENT APPLICATION U.D. NO. 19-08 FOR PRELIMINARY/FINAL**  
**LAND DEVELOPMENT APPROVAL FOR JAVAN ENGINEERING, INC.**

WHEREAS, Javan Engineering Inc. ("Developer") is the owner of a property located at 465 Maryland Drive, comprising approximately 2.2 acres of land (the "Property"); and,

WHEREAS, the Property is located in the GFW Zoning District, and the business exists and operates as a permitted use in that district; and,

WHEREAS, the Property will be developed pursuant to Parking Lot Expansion Plans prepared by Javan Engineering Inc., dated October 10, 2019, last revised on December 4, 2019, consisting of sheets 1 through 12 (the "Plans"), incorporated herein by reference and expressly made a part hereof; and

WHEREAS, the Developer desires to obtain preliminary/final land development approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

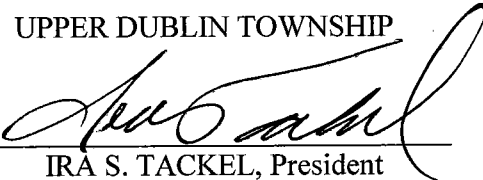
NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary/final approval of the land development as shown on the Plans subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.
2. The development shall be constructed in strict accordance with the Plans, the comments and details on the Plans, the Report, the terms and conditions of this Resolution, and the terms and conditions of a Land Development Agreement between the Developer and the Township, in a form to be approved by the Township Solicitor and entered into prior to recording of the final plans.
3. The Developer will provide security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements and landscaping shown on the Plans.
4. All utilities serving the structures proposed to be built on the Property shall be placed underground.
5. The Township hereby approves a waiver from Subdivision Ordinance Section 212-32.F.4.c, which otherwise would require a landscape island in a row of parking spaces which exceeds 12 spaces. This waiver allows the applicant to construct 22 spaces in a row without a landscape island.
6. The Developer shall comply with all conditions set forth in the review letter of the Township Engineer, Tom Fountain, dated December 12, 2019, attached as Exhibit 'A'.

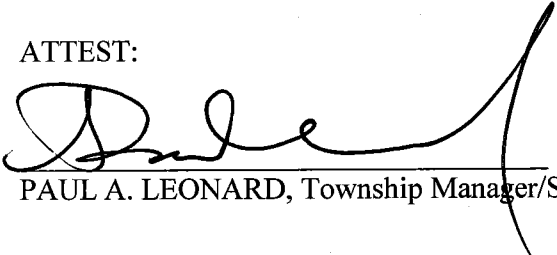
7. The Developer shall install landscape plantings along the top of the rear berm, in accordance with agreement reached with the rear neighbor (Matz) and generally as presented on Sheets 6 and 11 in the Plans.
8. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.
9. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 14<sup>th</sup> day of January, 2020.

UPPER DUBLIN TOWNSHIP

By:   
IRA S. TACKEL, President

ATTEST:

  
PAUL A. LEONARD, Township Manager/Secretary

801 LOCH ALSH AVENUE  
FORT WASHINGTON, PA 19034-1697  
Phone: (215) 643-1600  
Fax: (215) 542-0797  
www.upperdublin.net



**IRA S. TACKEL**  
*President*

December 12, 2019

**REBECCA A. GUSHUE**  
*Vice President*

Javan Engineering Inc.  
465 Maryland Ave.

**LIZ FERRY**

Fort Washington, PA 19034

**ROBERT H. MCGUCKIN**

**RE: JAVAN ENGINEERING-PARKING LOT EXPANSION  
LAND DEVELOPMENT PLAN – REVIEW #2  
UD #19-08  
PLAN EXPIRATION DATE: FEBRUARY 10, 2020**

**GARY V. SCARPELLO**

**MEREDITH L. FERLEGER**

**ALYSON J. FRITZGES**

To whom it may concern:

**PAUL A. LEONARD**  
*Township Manager*

Upper Dublin Township has received revised plans for Land Development Approval for 465 Maryland Drive. Javan Engineering Inc. has submitted a preliminary land development plan for the 2.2 acre tract. The site is currently developed with an office building and parking. The applicant desires to add 26 new parking spaces to accommodate growth in employment. No building additions are proposed. The site is zoned GFW-Greater Fort Washington Zoning. The plan is prepared by the applicant, last revised 12/04/19. Zoning relief has been received in the form of variances and a Special Exception for total impervious surface coverage, and setbacks for parking in the rear and side yards. We offer the following comments and recommendations regarding this plan:

**GILBERT P. HIGH, JR.**  
*Solicitor*

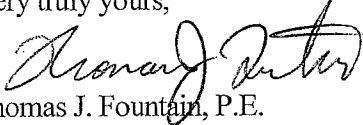
1. Any sections of sidewalk fronting the property, that are cracked, should be replaced with this project. Although the Ordinance requires 5' sidewalk width, we have no objection allowing the sidewalk to be replaced in alignment with the current width of 4 feet.
2. Applicant must enter into a Stormwater O&M Agreement as approved by the Township.
3. Plans should be checked for ADA compliance prior to Final Approval of the plans.
4. We recommend the installation of a small retaining wall at the NE corner of the proposed grading. This will allow the new slopes to remain at 3:1 slope or less, and not lose any proposed parking space.

5. A portion of the new slopes along the south side need to be re-graded to less than 3:1 slope.

**RECOMMENDATION: APPROVAL WITH CONDITIONS**

Subject to the applicant's agreement that the items in this letter will be addressed prior to construction and/or in Development Agreement documents, we have no objection to approval. If you have any questions, please do not hesitate to call.

Very truly yours,



Thomas J. Fountain, P.E.

Township Engineer

Upper Dublin Township

cc: Paul Leonard, Township Manager  
Jim Ennis, Township Zoning Officer  
Francis Wheatley, Chief of Police  
Joe Fielder, Township Code Officer  
Gil High, Township Solicitor  
Tim Schuck, Township Fire Marshal

**RESOLUTION NO: 20-2363**

**BE IT RESOLVED**, by authority of the Board of Commissioners  
(Name of governing body)

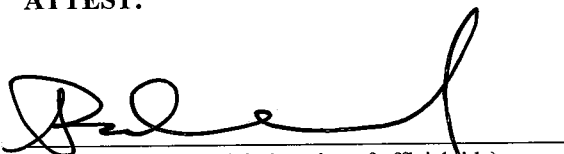
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

**ATTEST:**

  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel,  
(Name)

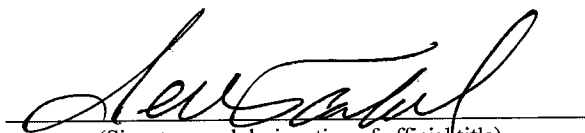
Upper Dublin Township  
(Name of MUNICIPALITY)  
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 14<sup>th</sup> day of January, 20 20.  
(Name of governing body)

DATE: 1/14/2020

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name :** Paul A Leonard **Title :** Township Manager  
**Municipal Name :** Upper Dublin Township  
**Municipal Address :** 801 Loch Alsh Avenue, Fort Washington, PA 19034  
**Municipal Phone Number :** 215-643-1600 **Alternative Phone Number :** \_\_\_\_\_  
**E-mail Address :** pleonard@upperdublin.net  
**Municipal Hours of Operation :** Monday – Friday, 8:00 AM – 4:00 PM

## B - Application Description

**Location (intersection) :** Welsh Road (SR 0063) and Butler Pike

**Traffic Control Device is :**  NEW Traffic Signal  EXISTING Traffic Signal **(Permit Number) :** 64-1047

**Type of Device (select one) :**  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_

**Is Traffic Signal part of a system? :**  YES  NO **System Number (if applicable) :** \_\_\_\_\_  
**If YES, provide locations of all signalized intersections in system.**

**Explain the proposed improvements :**

Install a fiber optic backbone along SR 0063 from SR 0309 (Bethlehem Pike) and SR 0611 (Old York Road). Also install a traffic adaptive system at the intersection and upgrade signal equipment. +

**Associated with Highway Occupancy Permit (HOP)? :**  YES  NO **If YES, HOP Application # :** \_\_\_\_\_

## C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by? :**

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

**Maintenance and Operations Contact Name :** Bernard Brown **Company/Organization :** Upper Dublin Public Works  
**Phone # :** 215-643-1600 x3806 **Alternative Phone # :** \_\_\_\_\_ **E-mail :** bbrown@upperdublin.net

## D - Attachments Listing

- |                                                                     |                                                     |                                                               |
|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution (required) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment             | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input checked="" type="checkbox"/> Traffic Signal Permit           | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                           | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                        |
| <input type="checkbox"/> Crash Analysis                             | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                               |
| <input type="checkbox"/> Traffic Signal Study                       | <input type="checkbox"/> Condition Diagram          |                                                               |

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : PAUL A. LEONARD

Date : 1/14/2020

Signed By : *Paul Leonard*

Witness or Attest : *Rob Ritten*

Title of Signatory : TOWNSHIP MANAGER

Title of Witness or Attester : *Admin*

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

**KNOCKDOWNS**

**TYPE OF REPAIR PERMITTED**

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

**EQUIPMENT FAILURE**

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**
 County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_
**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**
 County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_
**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

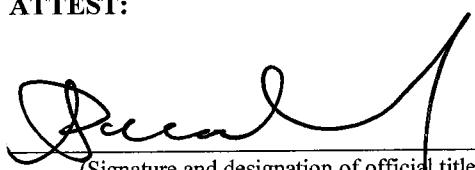
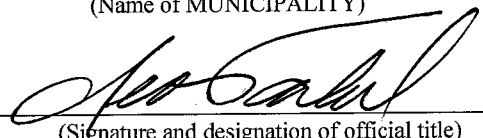
**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

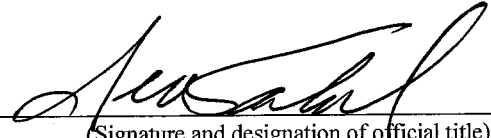
**RESOLUTION NO: 20-2364**

**BE IT RESOLVED**, by authority of the Board of Commissioners  
(Name of governing body)  
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)  
is hereby resolved by authority of the same, that the Township Manager  
(designate official title)  
of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic  
Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of  
the MUNICIPALITY.

**ATTEST:**

  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel,  
(Name)  
Upper Dublin Township  
(Name of MUNICIPALITY)  
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)  
is a true and correct copy of the Resolution adopted at a regular meeting of the  
Board of Commissioners, held the 14<sup>th</sup> day of January, 2020.  
(Name of governing body)

**DATE:** 1/14/2020  
  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

### A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034  
Municipal Phone Number : 215-643-1600 Alternative Phone Number : \_\_\_\_\_  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : Monday – Friday, 8:00 AM – 4:00 PM

### B - Application Description

Location (intersection) : Norristown Road (SR 2007) & Limekiln Pike (SR 0152)  
Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : 64-1065  
Type of Device (select one)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_  
Is Traffic Signal part of a system? :  YES  NO System Number (if applicable) : I-0216  
If YES, provide locations of all signalized intersections in system.  
Welsh Road (SR 0063) and Limekiln Pike (SR 0152), Welsh Road (SR 0063) and Norristown Road (SR 2007) and Norristown Road (SR 2007) & Limekiln Pike (SR 0152)  
Explain the proposed improvements :  
Install a fiber optic backbone along SR 0063 from SR 0309 (Bethlehem Pike) and SR 0611 (Old York Road). Also install a traffic adaptive system at the intersection and upgrade signal equipment.  
Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

### C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :  
 Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_  
Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Public Works  
Phone # : 215-643-1600 x3806 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

### D - Attachments Listing

- Municipal Resolution (required)
- Letter of Financial Commitment
- Traffic Signal Permit
- Warrant Analysis
- Crash Analysis
- Traffic Signal Study
- Location Map
- Photographs
- Straight Line Diagram
- Capacity Analysis
- Traffic Impact Study (TIS)
- Condition Diagram
- Traffic Volumes / Pedestrian Volumes
- Turn Lane Analysis
- Turn Restriction Studies
- Other : \_\_\_\_\_

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : PAUL A. LEONARD

Date : 1/14/2020

Signed By : [Signature]

Witness or Attest : [Signature]

Title of Signatory : TOWNSHIP MANAGER

Title of Witness or Attester : Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

**KNOCKDOWNS**

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

**TYPE OF REPAIR PERMITTED**

**EQUIPMENT FAILURE**

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO: 20-2365

BE IT RESOLVED, by authority of the Board of Commissioners  
(Name of governing body)

of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)

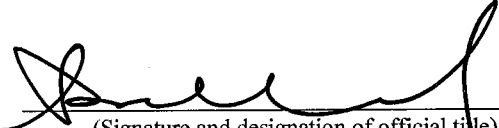
is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

Upper Dublin Township  
(Name of MUNICIPALITY)

  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel,  
(Name)

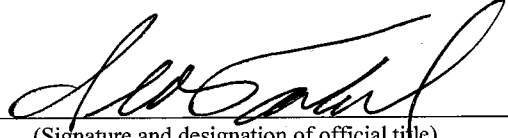
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 14<sup>th</sup> day of January, 2020.  
(Name of governing body)

DATE: 1/14/2020

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name :** Paul A Leonard **Title :** Township Manager  
**Municipal Name :** Upper Dublin Township  
**Municipal Address :** 801 Loch Alsh Avenue, Fort Washington, PA 19034  
**Municipal Phone Number :** 215-643-1600 **Alternative Phone Number :** \_\_\_\_\_  
**E-mail Address :** pleonard@upperdublin.net  
**Municipal Hours of Operation :** Monday – Friday, 8:00 AM – 4:00 PM

## B - Application Description

**Location (intersection) :** Welsh Road (SR 0063) and Dreshertown Road

**Traffic Control Device is :**  NEW Traffic Signal  EXISTING Traffic Signal **(Permit Number) :** 64-1893

**Type of Device (select one) :**  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_

**Is Traffic Signal part of a system? :**  YES  NO **System Number (if applicable) :** I-0098

**If YES, provide locations of all signalized intersections in system.**

On Welsh Road (SR 0063) [9 Signals], from Jarretstown Road/Village Road to Fitzwatertown Road (SR 2038)  
On Blair Mill Road (SR 2026) [3 Signals], from Welsh Road (SR 0063) to Witmer Road/Commerce Avenue

**Explain the proposed improvements :**

Install a fiber optic backbone along SR 0063 from SR 0309 (Bethlehem Pike) and SR 0611 (Old York Road). Also install a traffic adaptive system at the intersection and upgrade signal equipment. +

**Associated with Highway Occupancy Permit (HOP)? :**  YES  NO **If YES, HOP Application # :** \_\_\_\_\_

## C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by? :**

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

**Maintenance and Operations Contact Name :** Bernard Brown **Company/Organization :** Upper Dublin Public Works  
**Phone # :** 215-643-1600 x3806 **Alternative Phone # :** \_\_\_\_\_ **E-mail :** bbrown@upperdublin.net

## D - Attachments Listing

<input checked="" type="checkbox"/> Municipal Resolution (required)	<input type="checkbox"/> Location Map	<input type="checkbox"/> Traffic Volumes / Pedestrian Volumes
<input type="checkbox"/> Letter of Financial Commitment	<input type="checkbox"/> Photographs	<input type="checkbox"/> Turn Lane Analysis
<input checked="" type="checkbox"/> Traffic Signal Permit	<input type="checkbox"/> Straight Line Diagram	<input type="checkbox"/> Turn Restriction Studies
<input type="checkbox"/> Warrant Analysis	<input type="checkbox"/> Capacity Analysis	<input type="checkbox"/> Other : _____
<input type="checkbox"/> Crash Analysis	<input type="checkbox"/> Traffic Impact Study (TIS)	
<input type="checkbox"/> Traffic Signal Study	<input type="checkbox"/> Condition Diagram	

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

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The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

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The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : PAUL. A. LEONARD

Date : 1/14/2020

Signed By :

Witness or Attest :

Title of Signatory : TOWNSHIP MANAGER

Title of Witness or Attester : Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

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**Response Maintenance Schedule**

**KNOCKDOWNS**

**TYPE OF REPAIR PERMITTED**

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

**EQUIPMENT FAILURE**

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
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Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

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This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**
 County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_
**Personnel Classifications**

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**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

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**Minimum Position Requirements**

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5. Ability to perform all tasks required of a signal technician.

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**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
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## Application Instructions

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**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

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Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO: 20-2366

**BE IT RESOLVED**, by authority of the Board of Commissioners  
(Name of governing body)

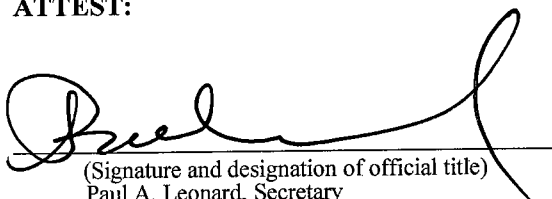
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)

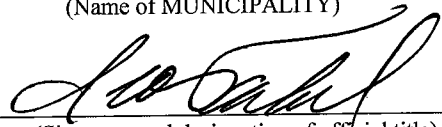
is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

**ATTEST:**

  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel,  
(Name)

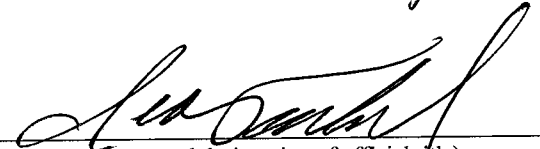
Upper Dublin Township  
(Name of MUNICIPALITY)  
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 14<sup>th</sup> day of January, 2020.  
(Name of governing body)

DATE: 1/14/2020

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

Please Type or Print all information in Blue or Black Ink

## A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name :** Paul A Leonard **Title :** Township Manager  
**Municipal Name :** Upper Dublin Township  
**Municipal Address :** 801 Loch Alsh Avenue, Fort Washington, PA 19034  
**Municipal Phone Number :** 215-643-1600 **Alternative Phone Number :** \_\_\_\_\_  
**E-mail Address :** pleonard@upperdublin.net  
**Municipal Hours of Operation :** Monday – Friday, 8:00 AM – 4:00 PM

## B - Application Description

**Location (intersection) :** Welsh Road (SR 0063) and Dryden Road/Welsh Rd Business Ctr

**Traffic Control Device is :**  NEW Traffic Signal  EXISTING Traffic Signal **(Permit Number) :** 64-3215

**Type of Device (select one) :**  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_

**Is Traffic Signal part of a system? :**  YES  NO **System Number (if applicable) :** I-0098

**If YES, provide locations of all signalized intersections in system.**

On Welsh Road (SR 0063) [9 Signals], from Jarretstown Road/Village Road to Fitzwatertown Road (SR 2038)  
 On Blair Mill Road (SR 2026) [3 Signals], from Welsh Road (SR 0063) to Witmer Road/Commerce Avenue

### Explain the proposed improvements :

Install a fiber optic backbone along SR 0063 from SR 0309 (Bethlehem Pike) and SR 0611 (Old York Road). Also install a traffic adaptive system at the intersection and upgrade signal equipment. +

**Associated with Highway Occupancy Permit (HOP)? :**  YES  NO **If YES, HOP Application # :** \_\_\_\_\_

## C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by? :**

- Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

**Maintenance and Operations Contact Name :** Bernard Brown **Company/Organization :** Upper Dublin Public Works

**Phone # :** 215-643-1600 x3806 **Alternative Phone # :** \_\_\_\_\_ **E-mail :** bbrown@upperdublin.net

## D - Attachments Listing

- |                                                                     |                                                     |                                                               |
|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution (required) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment             | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input checked="" type="checkbox"/> Traffic Signal Permit           | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                           | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                        |
| <input type="checkbox"/> Crash Analysis                             | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                               |
| <input type="checkbox"/> Traffic Signal Study                       | <input type="checkbox"/> Condition Diagram          |                                                               |

# Application for Traffic Signal Approval



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

Please Type or Print all information in Blue or Black Ink

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

- The applicant agrees to comply with the attached Exhibits:
  - Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
  - Exhibit "B": Recordkeeping (Sheet 4 of 5)
  - Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : PAUL A. LEONARD	Date : 11/14/2020
Signed By :	Witness or Attest :
Title of Signatory : TOWNSHIP MANAGER	Title of Witness or Attester : Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

<u>KNOCKDOWNS</u>	<u>TYPE OF REPAIR PERMITTED</u>
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only
 <u>EQUIPMENT FAILURE</u>	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

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**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

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### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

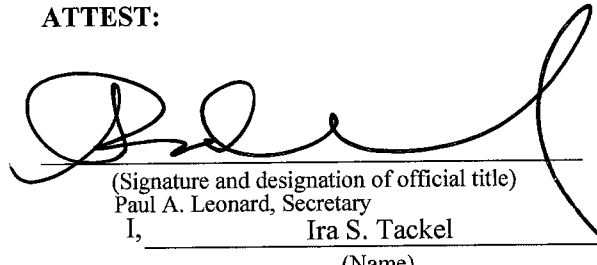
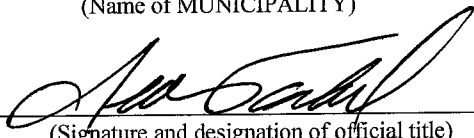
**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

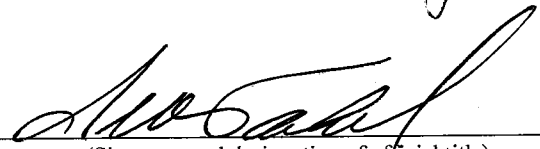
**RESOLUTION NO:** 20-2367

**BE IT RESOLVED**, by authority of the Board of Commissioners  
(Name of governing body)  
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)  
is hereby resolved by authority of the same, that the Township Manager  
(designate official title)  
of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic  
Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of  
the MUNICIPALITY.

**ATTEST:**

  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel,  
(Name)  
Upper Dublin Township  
(Name of MUNICIPALITY)  
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)  
is a true and correct copy of the Resolution adopted at a regular meeting of the  
Board of Commissioners, held the 14<sup>th</sup> day of January, 2020.  
(Name of governing body)

**DATE:** 1/14/2020  
  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name :** Paul A Leonard **Title :** Township Manager  
**Municipal Name :** Upper Dublin Township  
**Municipal Address :** 801 Loch Alsh Avenue, Fort Washington, PA 19034  
**Municipal Phone Number :** 215-643-1600 **Alternative Phone Number :** \_\_\_\_\_  
**E-mail Address :** pleonard@upperdublin.net  
**Municipal Hours of Operation :** Monday – Friday, 8:00 AM – 4:00 PM

## B - Application Description

**Location (intersection) :** Welsh Road (SR 0063) and Twining Road and Entrance/Exit to North Crossing Apartments

**Traffic Control Device is :**  NEW Traffic Signal  EXISTING Traffic Signal **(Permit Number) :** 64-1644

**Type of Device (select one) :**  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_

**Is Traffic Signal part of a system? :**  YES  NO **System Number (if applicable) :** I-0098

**If YES, provide locations of all signalized intersections in system.**

On Welsh Road (SR 0063) [9 Signals], from Jarretstown Road/Village Road to Fitzwatertown Road (SR 2038)  
 On Blair Mill Road (SR 2026) [3 Signals], from Welsh Road (SR 0063) to Witmer Road/Commerce Avenue

**Explain the proposed improvements :**

Install a fiber optic backbone along SR 0063 from SR 0309 (Bethlehem Pike) and SR 0611 (Old York Road). Also install a traffic adaptive system at the intersection and upgrade signal equipment. +

**Associated with Highway Occupancy Permit (HOP)? :**  YES  NO **If YES, HOP Application # :** \_\_\_\_\_

## C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by? :**

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

**Maintenance and Operations Contact Name :** Bernard Brown **Company/Organization :** Upper Dublin Public Works

**Phone # :** 215-643-1600 x3806 **Alternative Phone # :** \_\_\_\_\_ **E-mail :** bbrown@upperdublin.net

## D - Attachments Listing

- |                                                                     |                                                     |                                                               |
|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution (required) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment             | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input checked="" type="checkbox"/> Traffic Signal Permit           | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                           | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                        |
| <input type="checkbox"/> Crash Analysis                             | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                               |
| <input type="checkbox"/> Traffic Signal Study                       | <input type="checkbox"/> Condition Diagram          |                                                               |

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5 )
- Exhibit "B": Recordkeeping (Sheet 4 of 5 )
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5 )

Printed Municipal Contact Name : PAUL A. LEONARD

Date : 1/14/2020

Signed By : *Paul Leonard*

Witness or Attest : *Dell Ritter*

Title of Signatory : TOWNSHIP MANAGER

Title of Witness or Attester : Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

**KNOCKDOWNS**

**TYPE OF REPAIR PERMITTED**

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

**EQUIPMENT FAILURE**

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**
 County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_
**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

**RESOLUTION NO: 20-2368**

**BE IT RESOLVED**, by authority of the Board of Commissioners  
(Name of governing body)

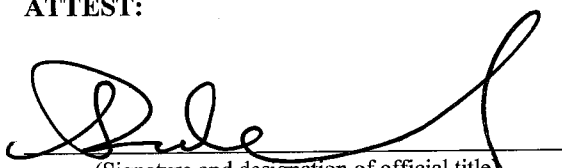
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)

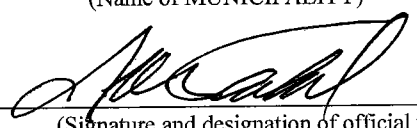
is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

**ATTEST:**

  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel,  
(Name)

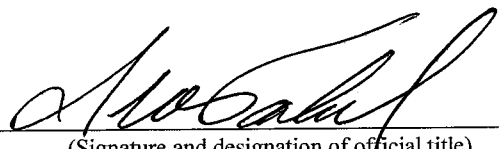
Upper Dublin Township  
(Name of MUNICIPALITY)  
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 14<sup>th</sup> day of January, 2020.  
(Name of governing body)

**DATE:** 1/14/2020

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name :** Paul A Leonard **Title :** Township Manager  
**Municipal Name :** Upper Dublin Township  
**Municipal Address :** 801 Loch Alsh Avenue, Fort Washington, PA 19034  
**Municipal Phone Number :** 215-643-1600 **Alternative Phone Number :** \_\_\_\_\_  
**E-mail Address :** pleonard@upperdublin.net  
**Municipal Hours of Operation :** Monday – Friday, 8:00 AM – 4:00 PM

## B - Application Description

**Location (intersection) :** Welsh Road (SR 0063) and Kimball Avenue

**Traffic Control Device is :**  NEW Traffic Signal  EXISTING Traffic Signal **(Permit Number) :** 64-1645

**Type of Device (select one) :**  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_

**Is Traffic Signal part of a system? :**  YES  NO **System Number (if applicable) :** I-0098

**If YES, provide locations of all signalized intersections in system.**

On Welsh Road (SR 0063) [9 Signals], from Jarrettown Road/Village Road to Fitzwatertown Road (SR 2038)  
 On Blair Mill Road (SR 2026) [3 Signals], from Welsh Road (SR 0063) to Witmer Road/Commerce Avenue

**Explain the proposed improvements :**

Install a fiber optic backbone along SR 0063 from SR 0309 (Bethlehem Pike) and SR 0611 (Old York Road). Also install a traffic adaptive system at the intersection and upgrade signal equipment. +

**Associated with Highway Occupancy Permit (HOP)? :**  YES  NO **If YES, HOP Application # :** \_\_\_\_\_

## C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by? :**

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

**Maintenance and Operations Contact Name :** Bernard Brown **Company/Organization :** Upper Dublin Public Works  
**Phone # :** 215-643-1600 x3806 **Alternative Phone # :** \_\_\_\_\_ **E-mail :** bbrown@upperdublin.net

## D - Attachments Listing

<input checked="" type="checkbox"/> Municipal Resolution (required)	<input type="checkbox"/> Location Map	<input type="checkbox"/> Traffic Volumes / Pedestrian Volumes
<input type="checkbox"/> Letter of Financial Commitment	<input type="checkbox"/> Photographs	<input type="checkbox"/> Turn Lane Analysis
<input checked="" type="checkbox"/> Traffic Signal Permit	<input type="checkbox"/> Straight Line Diagram	<input type="checkbox"/> Turn Restriction Studies
<input type="checkbox"/> Warrant Analysis	<input type="checkbox"/> Capacity Analysis	<input type="checkbox"/> Other : _____
<input type="checkbox"/> Crash Analysis	<input type="checkbox"/> Traffic Impact Study (TIS)	
<input type="checkbox"/> Traffic Signal Study	<input type="checkbox"/> Condition Diagram	

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

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- The applicant agrees to comply with the attached Exhibits:
- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
  - Exhibit "B": Recordkeeping (Sheet 4 of 5)
  - Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : PAUL A. LEONARD Date : 1/14/2020  
Signed By : *[Signature]* Witness or Attest : *[Signature]*  
Title of Signatory : TOWNSHIP MANAGER Title of Witness or Attester : Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

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**Response Maintenance Schedule**

**KNOCKDOWNS**

**TYPE OF REPAIR PERMITTED**

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
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Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

**EQUIPMENT FAILURE**

Lamp burnout (veh. & ped.)	Final Only
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Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

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This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**
 County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_
**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

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The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 20-2369**

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, that

**WHEREAS**, the Township of Upper Dublin (the "Township") is authorized by the Municipalities Planning Code, Section 503 and Section 510, 53 P.S. §§ 10503 and 10510, to impose reasonable fees for the review of subdivision and land development plans, and for the inspection of improvements at approved subdivisions and land developments in the Township; and

**WHEREAS**, the Township's Subdivision and Land Development Ordinance, Chapter 212, §212-54, provides that the Township will be reimbursed for professional fees and other costs incurred in its review of subdivision and land development plans, and for professional fees and other costs incurred in inspecting improvements constructed at approved subdivisions and land developments; and

**WHEREAS**, the Township Fee Ordinance, Chapter 110-13 E. provides that the Township will collect engineer and professional staff review and inspection fees, for subdivision and land development plan reviews and inspection services, as established by the Board of Commissioners by resolution.


**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Township of Upper Dublin as follows:

1. The engineer and professional staff review and inspection fees for subdivision and land development plan reviews and inspection services authorized at Chapter 110-13 E. shall be as follows:

- |    |                            |         |
|----|----------------------------|---------|
| a. | Engineer:                  | \$92/hr |
| b. | Fire Marshal:              | \$75/hr |
| c. | Code Enforcement Director: | \$72/hr |
| d. | Zoning Officer             | \$66/hr |
| e. | Senior Inspector:          | \$62/hr |
| f. | Inspector/Surveyor:        | \$57/hr |
| g. | Property Inspector:        | \$52/hr |
| h. | Office Assistants:         | \$52/hr |

RESOLVED, this 14<sup>th</sup> day of January, 2020.

ATTEST:

  
Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS  
UPPER DUBLIN TOWNSHIP

By:   
Ira S. Tackel, President

RESOLUTION NO. 20-2370

**RESOLUTION TO ACCEPT DEED OF DEDICATION  
FOR A WIDENED PORTION OF MEADOWBROOK AVENUE**

WHEREAS, the Board of Commissioners of Upper Dublin Township has received from DUBLIN ESTATES, LLC (hereinafter "Grantor") a Deed of Dedication for a widened portion of a public street known as Meadowbrook Avenue, more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Board of Commissioners has heretofore approved a Subdivision Plan filed by or on behalf of Grantor showing the area to be dedicated, which Subdivision Plan was prepared by Pro Tract Engineering, Inc. dated September 19, 2011, with last revision dated July 30, 2012, with Improvement Construction Plans consisting of ten (10) drawings, which Plan was recorded on October 23, 2012, in the Montgomery County Office for the Recording of Deeds in Plan Book 0038, Page 00340 ; and

WHEREAS, Grantor has heretofore improved the widened portion of the street according to Township specifications; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so that the widened portion of the street will be opened and dedicated for public use.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Deed of Dedication offered to the Township for the widened portion of Meadowbrook Avenue more fully described in Exhibit "A" attached hereto, is accepted.
2. The proper officers of the Township are authorized to reference this Resolution in the Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 14<sup>th</sup> day of January, 2020.

BOARD OF COMMISSIONERS  
TOWNSHIP OF UPPER DUBLIN

By:   
Ira Tackel, President

ATTEST:

  
Paul A. Leonard, Secretary/Township Manager

Prepared by: David J. Brooman, Esquire  
HIGH SWARTZ LLP  
40 East Airy Street  
Norristown, PA 19401

Return to: David J. Brooman, Esquire  
HIGH SWARTZ LLP  
40 East Airy Street  
Norristown, PA 19401

Parcel No.: \_\_\_\_\_

**DEED OF DEDICATION OFFERED BY DEVELOPER  
OF ULTIMATE RIGHT-OF-AWAY OF  
MEADOWBROOK AVENUE**

THIS DEED OF DEDICATION made this 7<sup>th</sup> day of JANUARY, 2020, between DUBLIN ESTATES, LLC, with a mailing address of 311 Zane Avenue, Jenkintown, Pennsylvania, 19046 (hereinafter "Grantor"), and the TOWNSHIP OF UPPER DUBLIN, a Township of the First Class situate at 801 Loch Alsh Avenue, Fort Washington, in the County of Montgomery and Commonwealth of Pennsylvania, (hereinafter "Grantee" or "Township").

WHEREAS, Grantor was the owner of a certain tract of land situate on Catherine Street in Upper Dublin Township, Montgomery County, Pennsylvania, which tract of land is identified as Montgomery County Tax Parcel Nos. 54-00-00307-008, 54-00-00310-00-5, 54-00-00304-00-2, 54-00-03880-008, 54-00-00301-00-5, 54-00-11794-00-5, 54-00-03883-00-5 (hereinafter referred to as the "Site"); and

WHEREAS, on May 8, 2012, the Township Board of Commissioners granted conditional final approval of the Project plans identified as plans entitled Catherine Street Lots Plan of Subdivision prepared for Dublin Estates, LLC by ProTract Engineering, Inc., consisting of ten (10) sheets dated September 19, 2011, last revised July 30, 2012 ("Final Plan"); and

**WHEREAS**, said Final Plan was recorded on October 23, 2012, in the Montgomery County Office for the Recording of Deeds in Plan Book 0038, Page 00340 (hereinafter referred to as the "Record Plan"); and

**WHEREAS**, said Final Plan shows an area of street right-of-way at the corner of Meadowbrook Avenue and Catherine Street to be dedicated to the public; and

**WHEREAS**, with regard to the Site, Grantor and Grantee entered into a Development Agreement dated October 8, 2012, and recorded on October 23, 2012 in the Montgomery County Office for the Recording of Deeds in Deed Book 5852, Page 01588, whereby Developer agreed to execute a Deed of Dedication granting a portion of the Meadowbrook Avenue right-of-way shown on the Record Plan to Grantee (the "Right-of-Way"); and

**WHEREAS**, pursuant to the Development Agreement Grantor now wishes to dedicate the Right-of-Way depicted on the Record Plan, and located in the Township of Upper Dublin, to Grantee.

**WITNESSETH:**

That Grantor, for and in consideration of and for the sum of One Dollar (\$1.00) the advantages to it accruing, as well as for diverse considerations affecting the public welfare, which it seeks to advance, has granted, bargained, sold and confirmed, and by these presents does grant, bargain, sell and confirm unto the Grantee, it's successors and assigns, that approximately 340 square foot area known as Meadowbrook Avenue Ultimate Right-of-Way, situate in the TOWNSHIP OF UPPER DUBLIN, County of Montgomery and Commonwealth of Pennsylvania being more fully described in the Project No. H1813 legal description titled "Meadowbrook Avenue Ultimate Right-of-Way Dedication", prepared by ProTract Engineering, Inc., dated July 30, 2012, revised August 21, 2012, attached hereto as Exhibit "A".

**TO HAVE AND TO HOLD** the aforesaid Right-of-Way over all that certain property above described unto the TOWNSHIP OF UPPER DUBLIN, its successors and assigns, to and for the only proper use on behalf of the TOWNSHIP OF UPPER DUBLIN, its successors and assigns, for a public road, street and/or highway, including the right to construct, maintain and repair streets, sidewalks, and curbing over the lands hereinabove described and to cause others to construct, maintain and repair such streets, sidewalks and curbing together with the right of the Grantee and others to construct, maintain and repair utilities over, under and across the lands hereinabove described, together with the right to construct, maintain and repair gutters, grates and storm drains over, under and across the lands hereinabove described, and the further right to remove trees, bushes, undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of all of the aforesaid.

**AND** the said Grantor, for itself and its successors and assigns by these presents does covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor nor its successors and assigns shall nor will at any time hereafter ask, demand or recover or receive of or from the said TOWNSHIP OF UPPER DUBLIN, Grantee, its successors and assigns any sum of money as and for damages for or by reason of the use of the said property for the purposes herein set forth.

**AND** the said Grantor, for its successors and assigns, does by these presents further covenant, promise and agree to and with said Grantee, its successors and assigns, that the said easements and right-of-way described unto the said Grantee, its successors and assigns, against it the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, or them or any of them, shall and will by these presents **WARRANT** and forever **DEFEND**.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed the day and year first above written intending to be legally bound.

GRANTOR:

DUBLIN ESTATES, LLC

ATTEST:


By: 

Accepted and approved by Resolution of the Board of Commissioners of the Township of Upper Dublin this 14<sup>th</sup> day of January, 2020.

THE TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS

ATTEST:

  
Paul A. Leonard  
Secretary/Township Manager

By:   
Ira S. Tackel, President

**ACKNOWLEDGMENT**

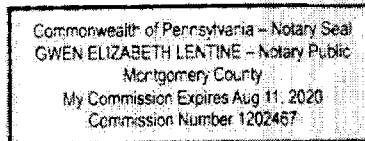
COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF MONTGOMERY :

On this the 7<sup>th</sup> day of January, 2020, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared TIMOTHY CLAUSS who acknowledged himself to be the President of Dublin Estates, LLC., and he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

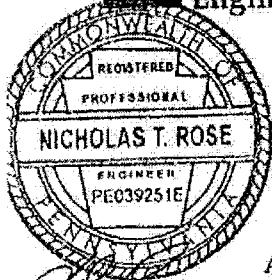
*Gwen Elizabeth Lentine*  
Notary Public

My Commission Expires: 8/11/2020



**EXHIBIT "A"**

Catherine Street Lots Plan and Subdivision  
&  
Meadowbrook Avenue Ultimate Right-of-Way Dedication Legal Description



July 30, 2012

**Lands of Dublin Estates LLC  
Meadowbrook Avenue Ultimate Right-of-Way Dedication**

ALL THOSE CERTAIN tracts or parcels of land, located in Upper Dublin Township, Montgomery County, PA, being shown on a Plan of Subdivision prepared for Catherine Street Lots, sheet 1 of 10, prepared by ProTract Engineering, Inc., Hatboro, PA, dated September 19, 2011, as last revised July 30, 2012 and being more fully described as follows:

**BEGINNING** at a point on the Southwesterly ultimate right-of-way line of Meadowbrook Avenue (45 feet wide, 25-foot half-width on Southwest side), at the distance of 5.00 feet South 40°43'30" West from a point on the existing right-of-way line of Meadowbrook Avenue, said point being 50.08 feet North 49°16'30" West from its point of intersection with the Northwesterly side of Catherine Street (40 feet wide), said point being on the common boundary line between Tax Block 22, Units 25 (n/l of Dublin Estates, LLC) and Lot 3, as shown on said plan; thence from said point of beginning, extending along the common boundary line of Tax Block 22, Units 25 (n/l of Dublin Estates, LLC) and Lot 3, North 40°43'30" East, 5.00 feet to a point; thence extending along the existing right-of-way of Meadowbrook Avenue, South 49°16'30" East, 50.08 feet to the point of intersection of the existing rights-of-way of Meadowbrook Avenue and Catherine Street (40 feet wide); thence extending along the existing right-of-way line of Catherine Street, South 42°00'30" West, 25.45 feet, to a point; thence extending along the arc of a circle, curving to the left, having a radius of 20.00 feet, the arc distance of 31.86 feet, to a point of tangency along the Southwesterly ultimate right-of-way of Meadowbrook Avenue; thence extending along said line, North 49°16'30" West, 29.51 feet to the point and place of beginning.

Containing 340 square feet (0.0078 acres) of land area, be the same more or less.

H1813UltimateROWSubd1.doc



**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 20-2371**

**A resolution by the Upper Dublin Township Board of Commissioners authorizing the filing of an application for \$1,000,000 in grant funding through the Commonwealth of Pennsylvania's Redevelopment Assistance Capital Program (RACP) to fund the construction of the "Upper Dublin Public Library & Innovation Center" at 520 Virginia Drive.**

**WHEREAS**, Upper Dublin Township received notification on August 5, 2019 from the Commonwealth of Pennsylvania's Office of the Budget that Governor Wolf had authorized \$1,000,000 in Redevelopment Assistance Capital Program (RACP) funding for construction of the " Upper Dublin Public Library & Innovation Center" at 520 Virginia Drive; and,

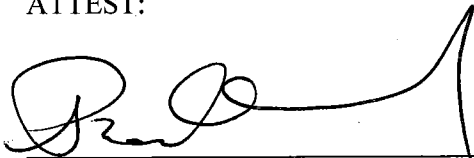
**WHEREAS**, the filing of a completed application is required during or after completion of the project for release of RACP funds by the Commonwealth of Pennsylvania Office of the Budget; and,

**WHEREAS**, a formal resolution by the Upper Dublin Township Board of Commissioners is required as part of the application process that indicates the Board's prior knowledge and approval of the project; the Board's prior knowledge and understanding that RACP funds are received as reimbursement for approved project expenditures; and, the Board's prior knowledge and agreement that a portion of Upper Dublin Township's capital reserve would be advanced as needed to fund the project with the expectation of replacing expended funds when RACP grant funds were reimbursed to the Township.

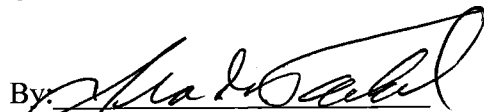
**NOW, THEREFORE, BE IT RESOLVED** that the Upper Dublin Township Board of Commissioners acknowledges the above and hereby authorizes the filing of the required RACP application for \$1,000,000 in funding.

RESOLVED, this 28<sup>th</sup> day of January, 2020.

ATTEST:

  
\_\_\_\_\_  
Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS  
UPPER DUBLIN TOWNSHIP

By:   
\_\_\_\_\_  
Ira S. Tackel, President

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 20-2372**

**A RESOLUTION APPROVING THE UPPER DUBLIN  
TOWNSHIP MUNICIPAL AUTHORITY'S PROPOSED METHOD  
OF ASSESSMENTS FOR 2020 FOR BUSINESS IMPROVEMENTS  
AND CHARGES FOR ADMINISTRATIVE SERVICES**

**WHEREAS**, the Upper Dublin Township Municipal Authority (the "Authority") is a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania pursuant to the Municipality Authorities Act of 1945, as amended, 53 Pa. C.S.A. §§ 5601-5623, (the "Act"), having been duly organized by the Township of Upper Dublin, Montgomery County, Pennsylvania (the "Township"); and

**WHEREAS**, pursuant to the Act, the Authority must submit a plan for business improvements and administrative services, together with estimated costs and the proposed method of assessments for business improvements and charges for administrative services, to the Township; and

**WHEREAS**, the Authority adopted a Business Improvement Plan and Budget for 2020 through the adoption of Resolution No. MA-19-0014 and Resolution No. MA-19-0013, respectively, on December 6, 2019; and

**WHEREAS**, the Board of Commissioners of Upper Dublin Township approved the Authority's Business Improvement Plan and Budget for 2020 by Resolution No. 19-2360, on December 10, 2019; and

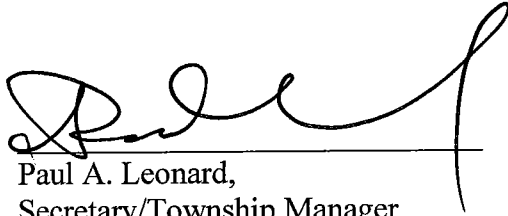
**WHEREAS**, the Authority has approved and adopted a method of assessments for 2020 which is consistent with the requirements of the Act and the terms of the approved Business Improvement Plan, by Resolution No. MA-20-0016, dated February 7, 2020, attached hereto as Exhibit A (the "Authority Resolution"); and

**WHEREAS**, the Authority has submitted its proposed method of assessments for 2020 to the Board of Commissioners of Upper Dublin Township for its review and approval.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Upper Dublin Township, that the Upper Dublin Township Municipal Authority's 2020 proposed method of calculating assessments, as set forth in Authority Resolution No. MA-20-0016, attached as Exhibit A, is hereby approved.

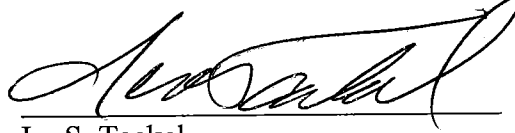
RESOLVED, this 11<sup>th</sup> day of February, 2020.

ATTEST:



Paul A. Leonard,  
Secretary/Township Manager

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN



Ira S. Tackel,  
President

Exhibit "A"

Upper Dublin Township Municipal Authority Resolution No. MA-20-0016

**RESOLUTION**

NO. MA-20-0016

**A RESOLUTION OF THE UPPER DUBLIN TOWNSHIP MUNICIPAL AUTHORITY IMPOSING ANNUAL ASSESSMENTS ON REAL PROPERTY WITHIN ITS SERVICE AREA.**

**WHEREAS**, the Upper Dublin Township Municipal Authority (“Authority”) is authorized by the Municipality Authorities Act, 53 Pa. C.S.A. §§ 5601-5623 (“Act”) to impose an assessment on each benefited property within a business improvement district for the purpose of providing for the payment of the expenses of the Authority, and the construction, improvement, repair, maintenance and operation of its facilities and properties, among other permitted purposes;

**WHEREAS**, the Authority adopted a Business Improvement Plan and Budget for 2020 through the adoption of Resolution No. MA-19-0014 and Resolution No. MA-19-0013, respectively, on December 6, 2019;

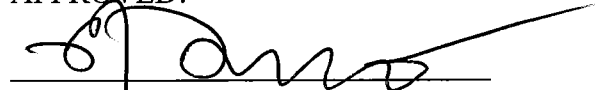
**WHEREAS**, in accordance with provisions of the Act, the Authority has calculated assessments on individual properties by multiplying the total improvement and service cost by the ratio of the 2020 assessed value for real estate tax purposes of the benefited property to the total assessed value of all benefited properties in the Service Area, as reflected by the records of the Montgomery County Board of Assessment Appeals as of January 1, 2020;

**AND WHEREAS**, this method of calculating assessments based on the Montgomery County assessed values of the properties as of January 1, 2020 has been used as specifically authorized by § 5607(d)(27)(i)(A) of the Act, for the purposes of determining reasonable and uniform rates of apportionment, and individual assessments shall not subsequently be adjusted as the result of any tax assessment appeals or settlements which are finalized after January 1, 2020.

**NOW, THEREFORE, BE IT RESOLVED** by the Board, that assessments be imposed upon the properties within the Service Area of the Upper Dublin Township Municipal Authority as set forth in the chart attached hereto at Exhibit “A”.

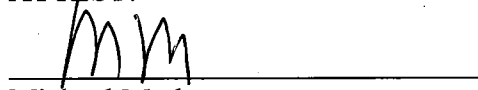
**DULY PASSED** by the Board of Directors of the Upper Dublin Township Municipal Authority this 7th day of February, 2020.

APPROVED:



Robert Pesavento  
Chairperson

ATTEST:



Michael Markman,  
Secretary

Exhibit "A"

2020 Assessment Property List

**Upper Dublin Township Municipal Authority  
2020 Assessments**

Address	City	State	Zip	Parcel	Property Assessment	Owner	Attn	Street	City	State	Zip	2020 Assessment
101 Bethlehem Pike	Fort Washington	PA	19034	54-00-02188-00-8	294,060	Presidential Realty Partners LP	Attn Td Bank Na Td Canada Trust Lease & Tax Admin	380 Wellington St 10th Fl	London	ONTARIO	NGA 4S4	561.04
105 Bethlehem Pike	Fort Washington	PA	19034	54-00-02191-00-5	-	Presidential Realty Partners LP		636 Old York Rd 2nd Fl	Jenkintown	PA	19046	-
106 Bethlehem Pike	Fort Washington	PA	19034	54-00-02377-00-8	342,360	Murray Goldstein		260 West Baltimore Pike	Media	PA	19063	653.19
115 Bethlehem Pike	Fort Washington	PA	19034	54-00-02194-00-2	788,440	INJ Properties LP		115 Bethlehem Pike	Fort Washington	PA	19034	1,504.27
123 Bethlehem Pike	Fort Washington	PA	19034	54-00-02197-00-8	85,460	Wilbert Family Partnership LTD		1281 Hoffman Road	Ambler	PA	19002	163.05
Camp Hill Road	Fort Washington	PA	19034	54-00-03544-00-2	500,950	WFP Pennland Co LP	Attn D Greenbaum Brookfield Properties	4 World Financial Ctr 14th Fl	New York	NY	10281	955.77
Camp Hill Road	Fort Washington	PA	19034	54-00-03601-00-8	398,790	WFP Pennland Co LP	Attn D Greenbaum Brookfield Properties	4 World Financial Ctr 14th Fl	New York	NY	10281	760.86
585 Camp Hill Road	Fort Washington	PA	19034	54-00-03520-00-8	548,250	WFP Pennland Co LP	Attn D Greenbaum Brookfield Properties	4 World Financial Ctr 14th Fl	New York	NY	10281	1,046.01
1035 Camp Hill Road	Fort Washington	PA	19034	54-00-03529-00-8	777,000	Will, Daniel F		1035 Camp Hill Rd	Fort Washington	PA	19034	1,482.45
1035 Camp Hill Road	Fort Washington	PA	19034	54-00-03532-00-5	-	Will, Daniel F		1035 Camp Hill Rd	Fort Washington	PA	19034	-
1085 Camp Hill Road	Fort Washington	PA	19034	54-00-03538-00-8	1,080,000	Mar Thoma Church		1085 Camp Hill Road	Fort Washington	PA	19034	2,060.64
Commerce Drive	Fort Washington	PA	19034	54-00-04369-00-5	14,470	WFP Pennland Co LP	Attn D Greenbaum Brookfield Properties	4 World Financial Ctr 14th Fl	New York	NY	10281	27.61
Commerce Drive	Fort Washington	PA	19034	54-00-04393-00-8	1,050	BCW&SA		1275 Almshouse Rd	Warrington	PA	18976	2.00
135 Commerce Drive	Fort Washington	PA	19034	54-00-04366-00-8	2,488,600	135 Commerce Inc PA Corp		135 Commerce Dr	Fort Washington	PA	19034	4,748.03
155 Commerce Drive	Fort Washington	PA	19034	54-00-04367-00-7	792,500	FAB Holdings LLC		155 Commerce Dr	Fort Washington	PA	19034	1,512.02
175 Commerce Drive	Fort Washington	PA	19034	54-00-04372-00-2	1,248,920	Kornstone LP		175 Commerce Dr	Fort Washington	PA	19034	2,362.83
185 Commerce Drive	Fort Washington	PA	19034	54-00-04375-00-8	1,963,500	185 Whitmarsh Partners		185 Commerce Dr Ste 1	Fort Washington	PA	19034	3,746.18
220 Commerce Drive	Fort Washington	PA	19034	54-00-04396-00-5	3,380,000	BrookWood Philadelphia LLC	Attn: Brookwood Philadelphia II Llc Brookwood Financial Partners	138 Conant St	Beverly	MA	01915	6,448.74
230 Commerce Drive	Fort Washington	PA	19034	54-00-04396-10-4	-	BrookWood Philadelphia LLC	Attn: Brookwood Philadelphia II Llc Brookwood Financial Partners	72 Cherry Hill Dr	Beverly	MA	01915	-
270 Commerce Drive	Fort Washington	PA	19034	54-00-04402-00-8	4,428,720	270 Commerce Dr Assoc. LP		270 Commerce Dr Ste 101	Fort Washington	PA	19034	8,449.61
275 Commerce Drive	Fort Washington	PA	19034	54-00-04378-00-5	3,585,910	LSOP 3 PA 6 LLC	Attn: Greenfield Partners Llc	2 Post Rd West	Westport	CT	06880	6,841.60
285 Commerce Drive	Fort Washington	PA	19034	54-00-04381-00-2	3,045,550	Vihar F W LP		285 Commerce Dr	Fort Washington	PA	19034	5,810.64
290 Commerce Drive	Fort Washington	PA	19034	54-00-04405-00-5	826,500	290 Commerce Realty LLC		270 Commerce Dr Ste 101	Fort Washington	PA	19034	1,576.89
335 Commerce Drive	Fort Washington	PA	19034	54-00-04383-08-1	7,033,000	LSOP 3 PA 2 LLC	Attn:Trumark Financial Credit Union	335 Commerce Dr	Fort Washington	PA	19034	13,418.34
350 Commerce Drive	Fort Washington	PA	19034	54-00-04408-00-2	397,840	Union Electric Contracting Co.		350 Commerce Dr	Fort Washington	PA	19034	759.04
370 Commerce Drive	Fort Washington	PA	19034	54-00-04411-00-8	955,400	Commerce Drive Realty LLC		333 E City Ave Ste 603	Bala Cynwyd	PA	19004	1,822.82
375 Commerce Drive	Fort Washington	PA	19034	54-00-04384-00-8	14,281,460	LTF Real Estate Company Inc	Attn Andrea Erickson	2902 Corporate Pl	Chanhausen	MN	55317	27,247.77
390 Commerce Drive	Fort Washington	PA	19034	54-00-04414-00-5	105,590	390 Commerce Realty LLC		270 Commerce Dr Ste 101	Fort Washington	PA	19034	201.46
401 Commerce Drive	Fort Washington	PA	19034	54-00-04387-00-5	2,718,000	Harleysville Real Estate Group		401 Commerce Dr Ste 108	Fort Washington	PA	19034	5,185.70
410 Commerce Drive	Fort Washington	PA	19034	54-00-04417-00-2	1,290,300	Harc Group II	Attn Joann Smith-Guidas	715 Twining Rd Ste 214	Dresher	PA	19025	2,461.78
414 Commerce Drive	Fort Washington	PA	19034	54-00-04420-00-8	2,471,700	414 Commerce Realty LLC		5205 Militia Hill Road STE 200	Plymouth Meeting	PA	19462	4,715.79
425 Commerce Drive	Fort Washington	PA	19034	54-00-04390-00-2	2,280,100	425 Associates LP		425 Commerce Dr Ste 200	Fort Washington	PA	19034	4,350.23
465 Commerce Drive	Fort Washington	PA	19034	54-00-13444-00-2	-	S & R Jay Realty LLC		465 Commerce Dr	Fort Washington	PA	19034	-
465 Commerce Drive	Fort Washington	PA	19034	54-00-13447-00-8	142,910	S & R Jay Realty LLC		465 Commerce Dr	Fort Washington	PA	19034	272.86
Delaware Avenue	Fort Washington	PA	19034	54-00-04624-01-1	100,000	Upper Dublin Township		801 Loch Alsh Ave	Fort Washington	PA	19034	190.79
Delaware Avenue	Fort Washington	PA	19034	54-00-04624-20-9	196,980	Upper Dublin Township		801 Loch Alsh Ave	Fort Washington	PA	19034	375.82
420 Delaware Avenue	Fort Washington	PA	19034	54-00-04621-00-5	6,744,000	ACTS Management Services Inc		375 Morris Road	West Point	PA	19486	12,866.96
425 Delaware Avenue	Fort Washington	PA	19034	54-00-04618-00-8	688,070	425 Delaware Associates LP		438 Dreshertown Rd	Fort Washington	PA	19034	1,312.78
455 Delaware Avenue	Fort Washington	PA	19034	54-00-04625-00-1	387,810	Bucks County Water & Sewer		1275 Almshouse Rd	Warrington	PA	18976	739.91
465 Delaware Avenue	Fort Washington	PA	19034	54-00-04624-00-2	304,560	Upper Dublin Township		801 Loch Alsh Ave	Fort Washington	PA	19034	581.07
Dreshertown Road	Dresher	PA	19025	54-00-05167-01-7	182,300	Upper Dublin Township		801 Loch Alsh Ave	Fort Washington	PA	19034	347.81
Dreshertown Road	Dresher	PA	19025	54-00-05167-02-6	88,180	Condor Fort Washington Real Est		404 Pennsylvania Ave	Fort Washington	PA	19034	168.24
Dreshertown Road	Fort Washington	PA	19034	54-00-05356-00-8	186,780	Allied Concrete & Supply		1752 Limekiln Pike	Dresher	PA	19025	356.36
1401 Dreshertown Road	Dresher	PA	19025	54-00-05167-00-8	1,451,560	Condor Fort Washington		404 Pennsylvania Ave	Fort Washington	PA	19034	2,769.45
1422 Dreshertown Road	Dresher	PA	19025	54-00-05362-00-2	261,740	1400 Dreshertown Road LLC		1233 Haddonfield Berlin Rd	Voorhees	NJ	08043	499.38
1424 Dreshertown Road	Dresher	PA	19025	54-00-05368-00-5	102,400	Dresher Care Group LLC		5101 NE 82nd Ave Ste 200	Vancouver	WA	98662	195.37
101 Ft Washington Ave	Fort Washington	PA	19034	54-00-06448-00-5	434,870	Virginia M & Jay H. Schnell		1315 N Klondyke Rd	Willcox	AZ	85643	829.69
165 Indiana Avenue	Fort Washington	PA	19034	54-00-08788-00-5	659,870	JMJ Properties		1320 E Butler Pike	Ambler	PA	19002	1,258.97
400 Maryland Drive	Fort Washington	PA	19034	54-00-11734-03-8	1,601,700	Timoney Knox Hasson & Weand		400 Maryland Dr, PO Box 7544	Fort Washington	PA	19034	3,055.90
425 Maryland Drive	Fort Washington	PA	19034	54-00-11731-00-5	884,190	Donald & June Felth		425 Maryland Dr	Fort Washington	PA	19034	1,686.86
455 Maryland Drive	Fort Washington	PA	19034	54-00-11734-00-2	2,443,200	455 Properties LP		455 Maryland Dr	Fort Washington	PA	19034	4,661.41
455 Maryland Drive	Fort Washington	PA	19034	54-00-11734-02-9	86,200	455 Properties LP		455 Maryland Dr	Fort Washington	PA	19034	168.28
460 Maryland Drive	Fort Washington	PA	19034	54-00-11734-01-1	52,550	North Wales Water Authority		200 W Walnut St, PO Box 1339	North Wales	PA	19454	100.26

**Upper Dublin Township Municipal Authority  
2020 Assessments**

465 Maryland Drive	Fort Washington	PA	19034	54-00-11737-00-8	1,400,000	CMT Properties LP		P O Box 1011	Fort Washington	PA	19034	2,671.08
470 Maryland Drive	Fort Washington	PA	19034	54-00-11729-00-7	915,000	The McKeon Family LP		470 Maryland Dr	Fort Washington	PA	19034	1,745.74
500 Maryland Drive	Fort Washington	PA	19034	54-00-11728-00-8	3,002,360	WP Fort Washington LP		500 Maryland Dr	Fort Washington	PA	19034	5,728.24
270 New Jersey Drive	Fort Washington	PA	19034	54-00-12178-00-8	974,380	Army Gillin & Michelle Brody		270 Commerce Dr Ste 101	Fort Washington	PA	19034	1,859.03
275 New Jersey Drive	Fort Washington	PA	19034	54-00-12175-00-2	1,642,170	NJD Realty Partnership LP		270 Commerce Dr Ste 101	Fort Washington	PA	19034	3,133.12
230 New York Drive	Fort Washington	PA	19034	54-00-12190-00-5	681,550	Myer Realty Associates LP	Attn: Beemer Precision Inc	230 New York Dr	Fort Washington	PA	19034	1,300.34
235 New York Drive	Fort Washington	PA	19034	54-00-12187-00-8	809,320	235 New York Drive LP		270 Commerce Dr Ste 101	Fort Washington	PA	19034	1,544.11
240 New York Drive	Fort Washington	PA	19034	54-00-12181-00-5	1,728,120	240 New York Avenue Assoc LP		240 New York Dr Ste 1	Fort Washington	PA	19034	3,297.10
245 New York Drive	Fort Washington	PA	19034	54-00-12184-00-2	703,410	Birnhak Realty LP		245 New York Dr	Fort Washington	PA	19034	1,342.04
260 New York Drive	Fort Washington	PA	19034	54-00-12193-00-2	967,700	Horsham Real Estate Group LP		401 Commerce Dr Ste 106	Fort Washington	PA	19034	1,846.29
1650 N Limekiln Pike	Dresher	PA	19025	54-00-05365-00-8	10,546,800	Dreshertown Plaza LP		1301 Lancaster Ave	Berwyn	PA	19312	20,122.36
1657 N Limekiln Pike	Dresher	PA	19025	54-00-10282-00-5	91,800	Leslie Wolner Lederhandler		1657 N Limekiln Pike	Dresher	PA	19025	175.15
1708 N Limekiln Pike	Dresher	PA	19025	54-00-10033-00-2	235,850	Kim Myung Kwan & Yon Sil		1716 Brittany Dr	Maple Glen	PA	19002	449.98
1710 N Limekiln Pike	Dresher	PA	19025	54-00-10032-00-3	530,810	Wendys Old Fashioned Hamburgers	Attn: Property Tax Dept	One Dave Thomas Blvd	Dublin	OH	43017	1,012.74
1711 N Limekiln Pike	Dresher	PA	19025	54-00-10276-00-2	465,430	Hong Heng Suk and Soon Ki		1009 Chapman Cir	Hatfield	PA	19440	888.00
1713 N Limekiln Pike	Dresher	PA	19025	54-00-10273-00-5	788,570	PMIG DPNJ LLC	Attn: Houtan Mostaghim Petroleum Marketing Group	2359 Research Ct	Woodbridge	VA	22192	1,466.36
2038 S Limekiln Pike	Fort Washington	PA	19034	54-00-10270-00-8	374,770	Schmidt, Frederick		1820 Twining Rd, PO Box 67	Dresher	PA	19025	715.03
Office Center Drive	Fort Washington	PA	19034	54-00-16380-50-4	-	502 WOC Properties		625 W Ridge Pike Building C - Ste 102	Conshohocken	PA	19428	-
Office Center Drive	Fort Washington	PA	19034	54-00-12710-00-7	-	AREP Ft Washington LLC	Attn: Artemis Real Estate Partners Llc	887 7th Ave	New York	NY	10106	-
Office Center Drive	Fort Washington	PA	19034	54-00-12706-01-1	-	G & I VI Office Center LLC	Attn: Lynn Minnici	Po Box 121604	Arlington	TX	76012	-
500 Office Center Drive	Fort Washington	PA	19034	54-00-12706-00-2	8,294,140	Brook Wood Philadelphia LLC	Attn: Brookwood Philadelphia Ii Llc Brookwood Financial Partners	138 Conant St	Beverly	MA	01915	15,824.49
501 Office Center Drive	Fort Washington	PA	19034	54-00-12709-00-8	9,042,400	Brook Wood Philadelphia LLC	Attn: Brookwood Philadelphia Ii Llc Brookwood Financial Partners	138 Conant St	Beverly	MA	01915	17,252.10
502 W Office Center Dr	Fort Washington	PA	19034	54-00-16380-00-9	2,520,370	Open Library of Pennsylvania LLC		300 Funston Avenue	San Francisco	CA	94118	4,808.84
600 Office Center Drive	Fort Washington	PA	19034	54-00-12710-01-6	9,738,000	ZCA Fort Washington LLC	Attn: Zeke Capital Advisors Ed Antolan	1205 Westlakes Dr Ste 270	Berwyn	PA	19312	18,579.25
601 Office Center Drive	Fort Washington	PA	19034	54-00-12710-02-5	10,955,250	ZCA Fort Washington LLC	Attn: Zeke Capital Advisors Ed Antolan	1205 Westlakes Dr Ste 270	Berwyn	PA	19312	20,901.65
602 Office Center Drive	Fort Washington	PA	19034	54-00-12710-03-4	10,955,250	ZCA Fort Washington LLC	Attn: Zeke Capital Advisors Ed Antolan	1205 Westlakes Dr Ste 270	Berwyn	PA	19312	20,901.65
469 Pinetown Road	Fort Washington	PA	19034	54-00-13441-00-5	156,500	Hermes Tagalidis & Shopa Sandra		1145 Manor Ave	Coatesville	PA	19320	298.59
510 Pinetown Road	Fort Washington	PA	19034	54-00-13501-00-8	182,800	510 Pinetown Rd Assocs LP		510 Pinetown Rd	Fort Washington	PA	19034	348.77
520 Pinetown Road	Fort Washington	PA	19034	54-00-13498-00-2	206,840	Corstan International LTD		1481 Joel Dr	Ambler	PA	19002	394.63
550 Pinetown Road	Fort Washington	PA	19034	54-00-13495-00-5	5,974,000	Vette III Assoc LP		281 Tabor Rd	Ottsville	PA	18942	11,207.07
575 Pinetown Road	Fort Washington	PA	19034	54-00-13423-00-5	992,510	575 Pinetown Road LLC	Attn: Quad Industrial Investments Inc	1518 Walnut St Ste 1700	Philadelphia	PA	19103	1,893.62
Summit Avenue	Fort Washington	PA	19034	54-00-14467-00-5	39,100	Penn Crest Properties LLC		406 Mantoloking Road	Brick	NJ	08723	74.60
103 Summit Avenue	Fort Washington	PA	19034	54-00-14470-00-2	113,890	Penn Crest Properties LLC		406 Mantoloking Road	Brick	NJ	08723	216.72
Susquehanna Road	Fort Washington	PA	19034	54-00-15058-00-8	105,600	WFP Pennland Co LP	Attn D Greenbaum Brookfield Properties	4 World Financial Ctr 14th Fl	New York	NY	10281	201.48
Susquehanna Road	Fort Washington	PA	19034	54-00-14848-00-2	101,010	Maverick Realty Associates LP		636 Old York Rd 2nd Fl	Jenkintown	PA	19046	192.72
Susquehanna Road	Fort Washington	PA	19034	54-00-14851-03-5	197,540	FW Triangle LP	Attn: BET Investments Inc	200 Dryden Rd Ste 200	Dresher	PA	19025	376.89
Susquehanna Road	Fort Washington	PA	19034	54-00-14851-04-4	913,500	FW Triangle LP	Attn: BET Investments Inc	200 Dryden Rd Ste 200	Dresher	PA	19025	1,742.88
Susquehanna Road	Fort Washington	PA	19034	54-00-14851-05-3	422,670	FW Triangle LP	Attn: BET Investments Inc	200 Dryden Rd Ste 200	Dresher	PA	19025	806.42
1601 Susquehanna Road	Fort Washington	PA	19034	54-00-15065-00-1	212,600	North Wales Water Authority		200 W Walnut St, PO Box 1339	North Wales	PA	19454	405.62
1668 Susquehanna Road	Dresher	PA	19025	54-00-14851-00-8	527,100	Maverick Realty Associates LP		636 Old York Rd 2nd Fl	Jenkintown	PA	19046	1,005.86
1704 Susquehanna Road	Dresher	PA	19025	54-00-14845-00-5	159,900	Marcello Dagostino		501 Madison Ave	Fort Washington	PA	19034	305.08
1760 Susquehanna Road	Dresher	PA	19025	54-00-14839-00-2	3,112,060	Murwin Property Mgt Partnership		1752 Limekiln Pike	Dresher	PA	19025	5,937.54
1765 Susquehanna Road	Dresher	PA	19025	54-00-15052-00-5	709,750	Robert Wooler Co		1755 Susquehanna Rd	Dresher	PA	19025	1,354.14
Virginia Drive	Fort Washington	PA	19034	54-00-16372-05-3	-	Virginia Drive LP		301 Oxford Valley Rd Ste 702-A	Morrisville	PA	19067	-
Virginia Drive	Fort Washington	PA	19034	54-00-16375-11-3	892,230	Upper Dublin Township		801 Loch Alsh Ave	Fort Washington	PA	19034	1,702.30
Virginia Drive	Fort Washington	PA	19034	54-00-16375-20-3	151,420	Upper Dublin Township		801 Loch Alsh Ave	Fort Washington	PA	19034	288.90
Virginia Drive	Fort Washington	PA	19034	54-00-16377-00-3	555,350	WFP Pennland Co LP	Attn D Greenbaum Brookfield Properties	4 World Financial Ctr 14th Fl	New York	NY	10281	1,059.96
Virginia Drive	Fort Washington	PA	19034	54-00-16402-05-9	1,120	LD Acquisition Company 17 LLC		400 Continental Blvd Ste 500	El Segundo	CA	90245	2.14
Virginia Drive	Fort Washington	PA	19034	54-00-16404-10-2	316,570	WFP Pennland Co LP	Attn D Greenbaum Brookfield Properties	4 World Financial Ctr 14th Fl	New York	NY	10281	603.99
430 Virginia Drive	Fort Washington	PA	19034	54-00-16372-04-4	220,510	Trueco Group LLC		430 Virginia Dr	Fort Washington	PA	19034	420.71
434 Virginia Drive	Fort Washington	PA	19034	54-00-16372-03-5	250,530	Holzhauser Properties LLC		434 Virginia Dr	Fort Washington	PA	19034	477.99
440 Virginia Drive	Fort Washington	PA	19034	54-00-16372-02-6	467,280	Two Girls Investments LLC		1437 Barrison Dr	Ambler	PA	19002	891.53
475 Virginia Drive	Fort Washington	PA	19034	54-00-16389-00-9	3,138,300	Iris Holding LLC & QJW Holdings LLC	Attn: Intercontinental Development	281 Tabor Rd 1st Fl	Ottsville	PA	18942	5,987.60
500 Virginia Drive	Fort Washington	PA	19034	54-00-16375-00-5	14,000,000	Alliance HP Virginia Drive LLC		40 Morris Avenue Ste 230	Bryn Mawr	PA	19010	26,710.77
500 Virginia Drive	Fort Washington	PA	19034	54-00-16375-13-1	836,920	Alliance HP Virginia Drive LLC		40 Morris Avenue Ste 230	Bryn Mawr	PA	19010	1,596.77
520 Virginia Drive	Fort Washington	PA	19034	54-00-16375-12-2	4,107,200	Upper Dublin Township	Attn Finance Director	801 Loch Alsh Ave	Fort Washington	PA	19034	7,836.18

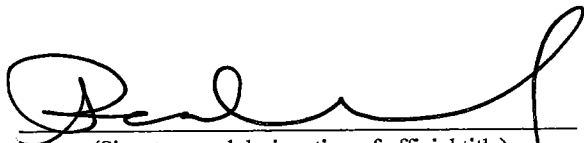


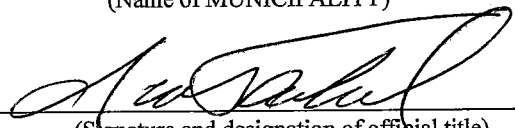
RESOLUTION 20-2373

**BE IT RESOLVED**, by authority of the Board of Commissioners  
(Name of governing body)  
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)  
is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

**ATTEST:**

  
(Signature and designation of official title)  
Paul A. Leonard, Secretary/Manager  
I, Ira S. Tackel  
(Name)

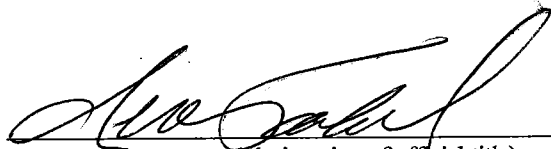
Upper Dublin Township  
(Name of MUNICIPALITY)  
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 11th day of February, 2020  
(Name of governing body)

DATE: 2/11/2020

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

### A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, 19034  
Municipal Phone Number : 215-643-1600 x3219 Alternative Phone Number : \_\_\_\_\_  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : 8:00 AM - 5:00 PM

### B - Application Description

Location (*intersection*) : Susquehanna Road (SR 2017) and PA Rt 309 Ramp AA (SR 8035) / Lincoln Dr

Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : 64-3531

Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_

Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : I-0180

If YES, provide locations of all signalized intersections in system.

Susquehanna Road & PA Rt 309 / Lincoln Drive, Susquehanna Road & SPARK Drive and Susquehanna Road & Fort Washington Avenue

#### Explain the proposed improvements :

New R4-107 (Keep Off Shoulder) signs are being installed along the westbound side of Susquehanna Road (SR 2017) and gore markings are proposed in the westbound Susquehanna Road (SR 2017) shoulder.

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

### C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township

Phone # : (215) 643-1600 x 3806 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

### D - Attachments Listing

- |                                                                              |                                                     |                                                               |
|------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input checked="" type="checkbox"/> Traffic Signal Permit                    | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                                    | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                        |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                               |
| <input type="checkbox"/> Traffic Signal Study                                | <input type="checkbox"/> Condition Diagram          |                                                               |

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard

Date : 2/11/2020

Signed By : Paul A. Leonard

Witness or Attest : Debi Ritter

Title of Signatory : Township Manager

Title of Witness or Attester : Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

<u>KNOCKDOWNS</u>	<u>TYPE OF REPAIR PERMITTED</u>
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only
 <b><u>EQUIPMENT FAILURE</u></b>	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

UPPER DUBLIN TOWNSHIP  
BOARD OF COMMISSIONERS

RESOLUTION NO. 20-2374

Resolved by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, That

WHEREAS, In 1872, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our township increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, BE IT RESOLVED that the Upper Dublin Township Board of Commissioners does hereby proclaim April 24, 2020 as

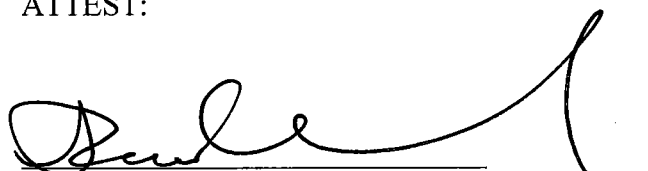
ARBOR DAY

in the Township of Upper Dublin, and urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and


FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

RESOLVED, this 11<sup>th</sup> day of February, 2020.

ATTEST:

  
Paul A. Leonard, Secretary/Township Manager

BOARD OF COMMISSIONERS OF  
UPPER DUBLIN TOWNSHIP

By:   
Ira S. Tackel, President

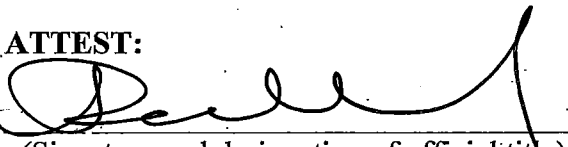
RESOLUTION 20-2375

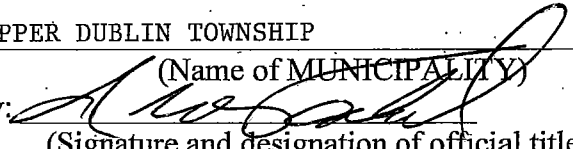
**BE IT RESOLVED**, by authority of the BOARD OF COMMISSIONERS  
(Name of governing body)  
of the TOWNSHIP OF UPPER DUBLIN, MONTGOMERY County, and it  
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the BOARD PRESIDENT of  
(designate official title)

said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

**ATTEST:**

  
(Signature and designation of official title)  
PAUL A. LEONARD, TOWNSHIP MANAGER

UPPER DUBLIN TOWNSHIP  
(Name of MUNICIPALITY)  
By:   
(Signature and designation of official title)  
IRA S. TACKEL, BOARD PRESIDENT

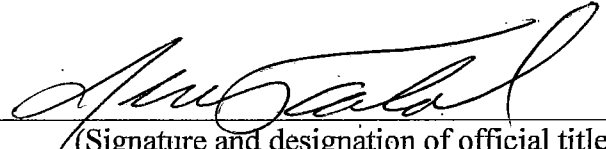
I, IRA S. TACKEL, BOARD PRESIDENT  
(Name) (Official title)

of the TOWNSHIP OF UPPER DUBLIN, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

BOARD OF COMMISSIONERS, held the 11TH day of FEBRUARY, 2020  
(Name of governing body)

**DATE:** 2/11/2020

  
(Signature and designation of official title)  
IRA S. TACKEL, BOARD PRESIDENT

**NOTE: Signature on the Department signature page of this Agreement must conform with the signature on this Resolution.**

OGC Form 18-FA-33.0  
Approved OAG 5/6/2013

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

**WINTER TRAFFIC SERVICES SUPPLEMENTAL**

**AGREEMENT NO 3900037601A**

**FID/SSN # 23-6003042**

**SAP VENDOR # 139085**

**THIS SUPPLEMENTAL AGREEMENT**, fully executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH"),

**AND**

the Upper Dublin Township of the COMMONWEALTH of Pennsylvania, acting through its authorized officials ("MUNICIPALITY").

**WITNESSETH:**

WHEREAS, the parties entered into Agreement No. 3900037601, whereby the MUNICIPALITY agreed to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways as set forth therein; and,

WHEREAS, the parties desire to amend Agreement No. 3900037601 for the purpose of **adjusting** Snow Lane Miles. (New Snow Lane Miles Listed)

**63 Tennis Ave to Computer Avenue 9**  
**63 Jarrettown Road to Computer Avenue 2.2**  
**152 Chelsea Ave to Welsh Road 11.1**  
**152 Divide portion of SR 152 0.2**  
**2017 Fitzwatertown Road to Tennis Ave 11**  
**2017 Divided portion of SR 2017 0.4**  
**2017 SR 309 interchange area 0.3**  
**2018 Pennsylvania Ave to Tennis Ave 6.4**  
**2020 Bethlehem Pike to Welsh Road 4**  
**2021 North Hills Ave to Fitzwatertown Rd 1**  
**2022 Bethlehem Pike to Limekiln Pike 8.5**  
**2024 Limekiln Pike to Welsh Road 4.4**  
**2027 Chelsea Ave to Oreland Mill Road 3.1**  
**2028 Pennsylvania Avenue to Limekiln Pike 3.6**

2037 Pennsylvania Ave (SR 2027) to Fort Washington Ave 1  
2037 Pennsylvania Ave (SR 2027) to Fort Washington Ave 1  
2038 Limekiln Pike to Woodland Road 5.9  
2052 Tennis Ave to Welsh Road 2.6  
9105 Limekiln Pike Connector Road 0.2

NOW, THEREFORE, the parties agree to amend Agreement No. 3900037601 in accordance with the following:

1. Exhibit "A" attached to Agreement No. 3900037601 is revised in accordance with Supplemental Exhibit "A," which is attached to and made part of this Supplemental Agreement, for the purpose of **adjusting** the Snow Lane Miles.
2. The effective date of this **adjustment** shall be the date on which this Supplemental Agreement has been fully executed and approved by the COMMONWEALTH, or October 15 of the calendar year in which this Supplemental Agreement is made, whichever date is later.
3. The original agreement as hereby supplemented shall continue to renew on October 15 of each successive season through the original termination date. If this Supplemental Agreement is not fully executed and approved prior to October 15 of the Winter Season for which it will initially take effect, the COMMONWEALTH shall prorate payment for that Winter Season only. Furthermore, the proration shall affect the **adjusted** roadway only. The amount to be prorated shall be based upon the percentage that the affected roadway bears to the total State Highway mileage maintained by the MUNICIPALITY, multiplied by 1/198 (1/199 for leap years). This number shall be multiplied by (a) the number of days between October 15 and the effective date of this Supplemental Agreement and then by (b) the rate applicable to that roadway classification. The COMMONWEALTH will then add the resulting amount to, or subtract it from, the total annual payment.
4. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
  - a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf)) and electronic addenda information, if desired to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.

(b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the respective invoice or program.

(c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

5. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at [www.dot.state.pa.us](http://www.dot.state.pa.us) and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

6. The following is added to Agreement No. 3900037601:

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

7. Paragraph 14 of Agreement No. 3900037601 is deleted in its entirety and replaced with the following:

The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.

8. All other terms and conditions of Agreement No. 3900037601 not modified by this Supplemental Agreement shall remain in full force and effect.

9. Replacing the clauses and provisions provided for in Paragraph 13 of Agreement Number 3900037601, the following clauses or provisions are added:

The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act, the Contractor Responsibility Provisions, and the Enhanced Minimum Wage Provisions.

These provisions are designated as Exhibit "C," attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement.

ATTEST

MUNICIPALITY

[Signature]  
Title: TOWNSHIP MANAGER      DATE: 2/11/2020

BY [Signature]  
Title: BOARD PRESIDENT      DATE: 2/11/2020

*If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.*

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
District Executive      Date

APPROVED AS TO LEGALITY  
AND FORM

\_\_\_\_\_  
for Chief Counsel      Date

Certified Funds Available Under  
SAP DOCUMENT NO. 3900037601A  
SAP FUND 1058200712  
SAP COST CENTER 7840640000  
GL. ACCOUNT 6344450  
AMOUNT \$83,490.00

BY \_\_\_\_\_  
for Comptroller Operations      Date

Contract No. 3900037601A, is split 0 %, expenditure amount of 0.00, for federal funds and 100 %, expenditure amount of \$83,490.00 for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is Highway Maintenance; 582.

Preapproved Form: OGC No. 18-FA-33.0  
Appv'd OAG 5/6/2013

2018-20

COUNTY: Montgomery

MUNICIP: Upper Dublin Township  
SAP#

**CONTRACT EXHIBIT A**  
Revised Janart 8, 2020

AGREEMENT NO. 0900037601A  
YEAR 5  
OF 5

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
63	Tennis Ave to Computer Avenue	422	0000	492	1339	.9	B	\$1,100.00	\$9,900.00
63	Jarrettown Road to Computer Avenue	483	0000	493	1360	2.2	B	\$1,100.00	\$2,420.00
152	Chelsea Ave to Welsh Road	70	740	144	2163	14.1	C	\$1,100.00	\$12,210.00
152	Divide portion of SR 152	95	0000	95	543	0.2	C	\$1,100.00	\$220.00
2017	Fitzwaterown Road to Tennis Ave	90	712	170	2639	11	C	\$1,100.00	\$12,100.00
2017	Divided portion of SR 2017	111	0000	111	626	0.4	C	\$1,100.00	\$440.00
2017	SR 309 interchange area	161	0000	161	814	0.3	C	\$1,100.00	\$330.00
2018	Pennsylvania Ave to Tennis Ave	90	871	130	2017	6.4	C	\$1,100.00	\$7,040.00
2020	Bethlehem Pike to Welsh Road	50	0000	80	1207	.4	C	\$1,100.00	\$440.00
2021	North Hills Ave to Fitzwaterown Rd	110	1412	110	3218	1	C	\$1,100.00	\$1,100.00
2022	Bethlehem Pike to Limekiln Pike	29	0000	70	2476	8.6	C	\$1,100.00	\$9,350.00
2024	Limekiln Pike to Welsh Road	10	0000	40	1400	4.4	C	\$1,100.00	\$4,840.00
2027	Chelsea Ave to Orelan Mill Road	30	0000	40	3253	3.1	C	\$1,100.00	\$3,410.00
2028	Pennsylvania Avenue to Limekiln Pike	30	0000	50	3548	3.6	C	\$1,100.00	\$3,960.00
2037	Pennsylvania Ave (SR 2027) to Fort Washington Ave	12	0000	12	2742	1	C	\$1,100.00	\$1,100.00
2037	Pennsylvania Ave (SR 2027) to Fort Washington Ave	13	0000	13	2742	1	C	\$1,100.00	\$1,100.00
2038	Limekiln Pike to Woodland Road	10	0000	40	1078	5.9	C	\$1,100.00	\$6,490.00
2052	Tennis Ave to Welsh Road	42	0000	62	706	2.6	B	\$1,100.00	\$2,860.00
9105	Limekiln Pike Connector Road	10	0000	10	426	0.2	C	\$1,100.00	\$220.00

\*For the Standard Agreement, rates may vary per county depending on the MFC- see Attachment A Rate Schedule

\*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre-approved by BOMO.

MILEAGE MFC B =	13.8	TOTAL COST =	\$83,490.00
MILEAGE MFC C =	62.1		
MILEAGE MFC D =	0		
MILEAGE MFC E =	0		
<b>TOTAL MILEAGE</b>	<b>75.90</b>		

**TERMS OF PAYMENT:** The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate: The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.00 or more and a \$500.00 deductible for all others.

Suggested Total Amount Encumbrance  
1st Year: \$83,490.00

TOTAL: \$83,490.00

EXHIBIT B

**Contract Provisions – Right to Know Law 8-K-1532**

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

- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate 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.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall 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 the contract.
- 3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall 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 the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall 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.
- 5.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Contractor and each subcontractor shall not 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 the contract relates.
- 7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor 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 their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 9.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10.** The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit C

EXHIBIT "C"

**CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

**1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
  - (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"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, the 4 Pa. Code §7.153(b), shall apply.
- g. **"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.

**2.** In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other

Municipal Winter Traffic Services Supplemental Agreement

requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or 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 of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall 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 prior to Commonwealth execution of the contract. Contractor shall 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 Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (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 is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination.

## Municipal Winter Traffic Services Supplemental Agreement

date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- g. When 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 such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to 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. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall 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. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall 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. Such information may include, but shall 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. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

Municipal Winter Traffic Services Supplemental Agreement

- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall 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 otherwise.

EXHIBIT "C"

**PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination, 28 C. F. R. § 35.130*, and all other regulations promulgated under *Title II of the Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT "C"

**Contractor Responsibility Provisions**

For the purpose of these provisions, the term contractor is defined 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 of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/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 so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/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.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to 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 or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be 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.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

## EXHIBIT "C"

**Enhanced Minimum Wage Provisions (July 2018)**

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 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 contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would 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 applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
  - b. covered by a collective bargaining agreement;
  - c. 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
  - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions 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.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

RESOLUTION NO. 20-2376

APPENDIX II – AUTHORIZED OFFICIAL RESOLUTION

Be it RESOLVED, that the Township of Upper Dublin of Montgomery County hereby request a Montco 2040 Implementation Grant of \$200,00.00 from the Montco 2040 Implementation Grant Program to be used for the Upper Dublin Community Center Multimodal Project.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Paul A. Leonard, Township Manager and Ira S. Tackel, President as the officials to execute all documents and agreements between the Township of Upper Dublin and the Montgomery County to facilitate and assist in obtaining the requested grant.

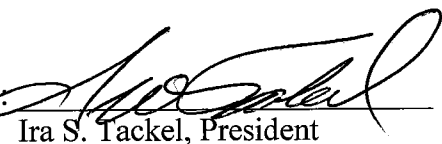
I, Paul A. Leonard, duly qualified Secretary of the Township of Upper Dublin, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held 2/11/2020 and said Resolution has been recorded in the Minutes of the Township of Upper Dublin and remains in effect as of this date.


IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Upper Dublin this 11<sup>th</sup> day of February, 2020.

Upper Dublin Township  
Name of Applicant

Board of Commissioners  
Upper Dublin Township

Montgomery  
County

By:   
Ira S. Tackel, President

  
Paul A. Leonard, Secretary

UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS  
MONTGOMERY COUNTY, PA  
RESOLUTION NO. 20-2377

A RESOLUTION RECOGNIZING THE MONTH OF APRIL 2020 AS  
PENNSYLVANIA 811 SAFE DIGGING MONTH

WHEREAS, the month of April 2020 is recognized as 'Pennsylvania 811 Safe Digging Month' across our Commonwealth, an initiative supported by Pennsylvania 811, a utility notification information center celebrating its 48<sup>th</sup> year of continuous service to the Commonwealth of Pennsylvania, and

WHEREAS, engineers, designers, excavators and homeowners dial 8-1-1 in advance of excavation to minimize damage to underground utility lines, danger to workers, environmental pollution and loss of utility service to Pennsylvania citizens; and

WHEREAS, this unique service provides an easy, one-call notification about excavation projects, which may endanger workers and jeopardize utility lines while promoting workplace and public safety, reducing underground utility damage, minimizing utility service interruptions and protecting the environment; and

WHEREAS, this vital service, which began with only six utility companies; now serves more than 100,000 excavators and over 3,600 critical infrastructure owners throughout the Commonwealth of Pennsylvania; and

WHEREAS, each year Pennsylvania 811 receives more than 900,000 notification requests and transmits more than six million notifications, providing protection to utility companies, their employees, customers, and citizens of UPPER DUBLIN TOWNSHIP;

NOW, THEREFORE, BE IT RESOLVED that UPPER DUBLIN TOWNSHIP recognizes the month of April 2020 as "Pennsylvania 811 Safe Digging Month" and encourages all excavators and homeowners to dial 8-1-1 at least three business days in advance of an excavation project, including small projects such as planting a tree, installing a mailbox post, building a deck or swimming pool or replacing a driveway, in order to avoid injury, protect the environment, prevent millions of dollars in damages and to remind excavators that three business days' notice is the law for safe digging.


RESOLVED, this 10<sup>th</sup> day of March, 2020.

BOARD OF COMMISSIONERS  
UPPER DUBLIN TOWNSHIP

By:

  
IRA S. TACKEL, President

ATTEST:

  
PAUL A. LEONARD, Township Manager/Secretary

**RESOLUTION**  
**NO. 20-2378**

**A RESOLUTION TO AUTHORIZE EXECUTION OF A FIRST  
AMENDMENT TO COMMUNICATIONS TOWER USE AND MANAGEMENT  
AGREEMENT BETWEEN THE TOWNSHIP OF UPPER DUBLIN  
AND ATC IRIS I LLC (f/k/a SKYWAY TOWERS, LLC)**

**WHEREAS**, Upper Dublin Township and Skyway Towers, LLC executed and entered into a certain Communications Tower Facility Use and Management Agreement dated June 27, 2007 ("Agreement"), for the purpose of installing, operating and maintaining a communications facility and other improvements on a portion of Township property located at 801 Loch Alsh Avenue, identified as Montgomery County Tax Parcel No. 54-00-10870-00-2, said portion of the said property being referenced in the Agreement as the premises; and

**WHEREAS**, ATC Iris I LLC ("ATC"), a Delaware limited liability company, is the successor in interest to Skyway Towers, LLC.; and

**WHEREAS**, the leased area, which is referred to as the Tower Site, is described by the Agreement to be +/- 2,261 square feet, together with an easement for access and utilities; and

**WHEREAS**, by The First Amendment to Communications Tower Facility Use and Management Agreement, Upper Dublin Township and ATC desire to amend certain provisions of the Agreement to add additional renewal terms to the Agreement potentially extending the Lease through the year 2062 with commensurate annual increases in base rental, a continuation of the Broadband Collocation Fee and Narrowband/Microwave Revenue share, provision for a 10 year rent guarantee and a one-time payment of Thirty Fifty Thousand Dollars (\$35,000.00), as set forth in The First Amendment to Communications Tower Facility Use and Management Agreement; and

**NOW THEREFORE, BE IT RESOLVED** by the Board as follows:

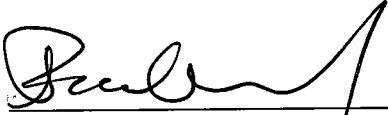
1. The Township approves The First Amendment to Communications Tower Facility Use and Management negotiated with ATC, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement and associated documents.

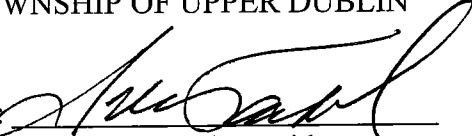
2. The President of the Board is authorized to execute The First Amendment to Communications Tower Facility Use and Management Agreement for the Township.

[Continued on Next Page]

RESOLVED, this 10<sup>th</sup> day of March, 2020, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS  
TOWNSHIP OF UPPER DUBLIN

Attest:   
Paul A. Leonard Secretary

By:   
Ira S. Tackel, President

**RESOLUTION**  
**NO. 20-2379**

**A RESOLUTION TO AUTHORIZE EXECUTION OF A SECOND  
AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT  
BETWEEN THE TOWNSHIP OF UPPER DUBLIN  
AND SBC TOWER HOLDINGS LLC**

**WHEREAS**, Upper Dublin Township and AWACS, Inc. executed and entered into a certain Communications Site Lease Agreement dated August 12, 1997 for the purpose of installing, operating and maintaining a communications facility and other improvements on a portion of Township property on Delaware Avenue in the Township identified as Montgomery County Tax Parcel No. 54-00-04624-00-2, said portion of the said property being referenced in the Lease as the premises; and

**WHEREAS**, SBC Tower Holdings LLC ("SBC"), a Delaware limited liability company, is the successor in interest to AWACS, Inc.; and

**WHEREAS**, SBC entered into that certain Sublease Agreement with Southern Towers, Inc. dated December 14, 2000 (the "Sublease") whereby Lessee has subleased the Leased Premises to Southern; and

**WHEREAS**, American Tower Asset Sub II, LLC ("American Tower") is the successor in interest to Southern Towers, Inc.; and

**WHEREAS**, SBC and Upper Dublin Township executed a First Amendment to Communications Site Lease Agreement on February 20, 2008 (the 1997 Communications Site Lease Agreement and the First Amendment are collectively "the Lease"); and

**WHEREAS**, the Leased Premises, which at times is referred to as the Lease Area, is described by the Lease to be +/- 3150 square feet, together with an easement for access and utilities; and

**WHEREAS**, by The Second Amendment to Communications Site Lease Agreement, Upper Dublin Township and SBC desire to amend certain provisions of the Lease to add additional renewal terms to the Lease potentially extending the Lease through the year 2062 with commensurate annual increases in base rental, provide for a 10 year rent guarantee and a one-time payment of Fifty Thousand Dollars (\$50,000.00), as set forth in The Second Amendment to Communications Site Lease Agreement.

**NOW THEREFORE, BE IT RESOLVED** by the Board as follows:

1. The Township approves The Second Amendment to Communications Site Lease Agreement negotiated with SBC, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement and associated documents.

2. The President of the Board is authorized to execute The Second Amendment to Communications Site Lease Agreement for the Township.

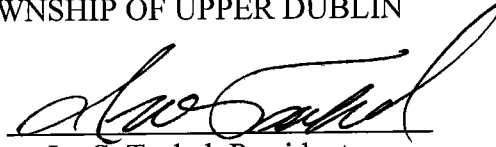
RESOLVED, this 10<sup>th</sup> day of March, 2020, at a public meeting of the Board of Commissioners.

BOARD OF COMMISSIONERS  
TOWNSHIP OF UPPER DUBLIN

Attest:

  
Paul A. Leonard Secretary

By:

  
Ira S. Tackel, President

**UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS  
MONTGOMERY COUNTY, PA  
RESOLUTION NO. 20-2380  
SUBDIVISION AND LAND DEVELOPMENT APPLICATION U.D. NO. 14-06  
FOR FINAL LAND DEVELOPMENT/SUBDIVISION APPROVAL  
THE DEVELOPMENT KNOWN AS "RUDDY TRACT"**

WHEREAS, Prestige Property Partners, LLC ("Developer") is the equitable owner of a property located along Dreshertown Road north of Applewood Drive, comprising approximately 2.6 acres of land (the "Property"); and,

WHEREAS, the Property is located in the MD-Multi-Dwelling Zoning District and designed according to the Transitional Tract Development standards of Chapter 255.46 of the Township Zoning Ordinance; and,

WHEREAS, the Property will be developed pursuant to Final Land Development Plans prepared by Charles E. Shoemaker, Inc., dated March 11, 2016, last revised on January 17, 2020, consisting of Sheets 1 through 20 (the "Plans"), together with a Post-Construction Stormwater Management Report, also prepared by C. E. Shoemaker Inc. last revised February 12, 2018 (the "Report"), all of which are incorporated herein by reference and expressly made a part hereof; all of which are subject to revision or amendment prior to final plan submission or approval; and

WHEREAS, the Developer desires to obtain final land development/subdivision approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

WHEREAS, the application has received Preliminary Land Development approval from the Township, by Resolution 17-2266, dated November 14, 2017, which resolution identifies preliminary application plans, documents, reports, approved waivers, and accompanying data that depicts the specific improvements and layouts associated with the project, and also identifies pertinent conditions of approval that the Developer has agreed to satisfy to the Township's satisfaction, and the Township desires to incorporate those conditions and resolution items as if they are fully written out as part of this resolution.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants final approval of the land development as shown on the Plans subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.
2. The development shall be constructed in strict accordance with the Plans, the comments and details on the Plans, the Report, the terms and conditions of this Resolution, and the terms and conditions of a Land Development Agreement between the Developer and the Township, in a form to be approved by the Township Solicitor and entered into prior to recording of the final plans.

3. The development shall be constructed in strict accordance with the Upper Dublin Township Resolution 17-2266, the contents of which identify specific conditions applicable to this project and which are necessary to accomplish the objectives of the Ordinances and regulations of the Township, and which the Developer has previously agreed to satisfy and complete in accordance with the Township's reasonable direction regarding compliance.
4. The Developer will provide security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements and landscaping shown on the Plans.
5. All utilities serving the structures proposed to be built on the Property shall be placed underground.
6. The Developer shall comply with all conditions set forth in the review letter of the Township Engineer, Tom Fountain, dated November 13, 2019 (Comments 1, 2, 4, 5, 6, 7, and 8 not applicable).
7. Developer shall provide traffic improvements, as approved by the Township Traffic Engineer and Pennsylvania DOT, along Dreshertown Road.
8. The Developer shall comply with all conditions set forth in the review letter of the Township Landscape Consultant, LandConcepts, dated September 18, 2017, specifically regarding adjustment of symbols, street trees, and softening buffers.
9. The Developer shall comply with all conditions of the Township Fire Services Department.
10. Developer shall provide to the Township Engineer for his approval the legal descriptions for the open space areas, easements, rights of way, walking trails and the internal roads prior to the Plans being recorded.
11. The Developer shall offer in recordable form, subject to the approval of the Township Solicitor, a Declaration of Covenants and Restrictions binding all of the units in the development to the development plan, prohibiting the subdivision of the tract into a greater number of lots, and creating a Homeowners Association for the perpetual maintenance of the open space, the trails, roadways, rights-of-way, any retaining walls, streetlights, snow plowing, trash and recycling pickup, the curbs and the stormwater management facilities. In addition, the Association will be responsible for maintenance and repair of all improvements, both above grade and subsurface, along Dreshertown Road, if said improvements are not maintained by PennDOT.
12. All roadways within the Development shall be undedicated, to be owned and maintained by a duly established non-profit corporation comprised of all unit owners within the Development ("HOA").

13. The HOA shall be responsible for providing services in the nature of but not limited to: snow removal, street and driveway maintenance, trail and sidewalk maintenance, recycling, street lighting, stormwater management and trash removal, it being understood that Upper Dublin Township will not be providing municipal services in the nature of those services to be provided by the HOA.
14. Developer shall construct the buildings, improvements, public and private common areas, facades, exteriors, balconies, windows, substantially as depicted on the proposed renderings and elevations dated May 26, 2016. No changes to these renderings can be made unless reviewed and accepted by the Township Engineer, except modifications that may be required to become compliant with Design Standards and requirements of the MD District-Transitional Tracts.
15. Developer shall make an open space contribution to Upper Dublin Township in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) per home or dwelling unit, as required by Ordinance No. 1111, as adopted by Upper Dublin Township on July 8, 2003, Chapter 110-13(d) of the Township Code. Payment shall be made on a per home/dwelling unit basis, payable to Upper Dublin Township, at the time of Building Permit application.
16. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.
17. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.
18. Where there is any duplication of construction details in the plans, or where a 'generic' detail mimics a Township-approved detail, the requirements of the Township-approved detail will govern.
19. Developer shall provide deeds of dedication in a form and manner approved by the Township Solicitor. All deeds shall be accompanied by title insurance benefitting the Township indicating free and clear title from all liens, encumbrances, and restrictions that could adversely affect the use of the areas for roadways and other municipal purposes.
20. Developer shall comply with all applicable Township, County, Commonwealth and Federal rules, regulations, codes, ordinances, and statutes.

- 21. Developer shall obtain all required approvals from various agencies having jurisdiction over the Project, including but not limited to, Pennsylvania DEP, Montgomery County Health Department, Montgomery County Conservation District, Pennsylvania Department of Labor & Industry, PennDOT, and shall comply with all rules and regulations of these agencies.
- 22. All documentation shall be executed prior to recording of the Record Plans.

Approved by the Board of Commissioners of Upper Dublin Township this 10<sup>th</sup> day of March, 2020.

UPPER DUBLIN TOWNSHIP

By:

  
IRA S. TACKEL, President

ATTEST:



PAUL A. LEONARD, Township Manager/Secretary

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 20-2381**

**A RESOLUTION EXTENDING THE FACE AMOUNT PAYMENT DATE  
FOR THE PAYMENT OF AD VALOREM REAL ESTATE TAXES  
FROM JUNE 1, 2020 TO JULY 31, 2020**

**WHEREAS**, the Local Tax Collection Law, 72 P.S § 5511.10 (a) empowers each taxing district to establish discounts and penalties on the payment of ad valorem real estate taxes and further provides that all taxpayers who fail to may payment of the whole amount thereof within four months after the date of the tax notice shall be charged a penalty of up to ten per centum to be added to the taxes; and

**WHEREAS**, the Board of Commissioners has heretofore provided that taxpayers subject to the payment of ad valorem real estate taxes shall pay a penalty of ten per centum of the amount of taxes due if paid after June 1, 2020; and

**WHEREAS**, the Governor of Pennsylvania and the Board of Commissioners of Upper Dublin Township have issued declarations of disaster emergency due to the current coronavirus pandemic as a result of which, pursuant to 35 Pa.C.S.A. §7501(d), the Township is authorized to temporarily suspend formal requirements pertaining, *inter alia*, to the levying of taxes; and

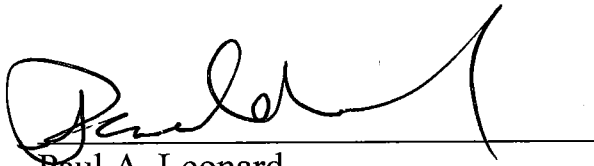
**WHEREAS**, the Board of Commissioners, considering the current state of disaster emergency, deems it to be in the public interest to extend the date by which the full amount of ad valorem real estate taxes for the year 2020 must be paid without penalty to July 31, 2020.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Upper Dublin Township, that the date by which ad valorem real estate taxes assessed by the Township for the year 2020 must be paid without penalty shall be extended from June 1, 2020 to July 31, 2020. The Township shall so advise the Tax Collector of Upper Dublin Township who is hereby indemnified and shall be saved harmless by the Township for the collection of such Township taxes without penalty after June 1, 2020 and before July 31, 2020.

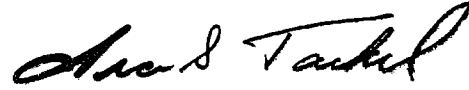
RESOLVED by the Board of Commissioners of Upper Dublin Township meeting "virtually" the 30<sup>th</sup> day of March, 2020, and reconfirmed by the Board of Commissioners the 14<sup>th</sup> day of April, 2020.

ATTEST:

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN



Paul A. Leonard,  
Secretary/Township Manager



Ira S. Tackel, President



<b>DCNR-2018-C2P2-19</b>	<b>Applicant Information (* indicates required information)</b>	
Applicant/Grantee Legal Name: <b>UPPER DUBLIN TOWNSHIP</b>	Web Application ID: <b>2001972</b>	
Project Title: <b>Upper Dublin Township Open Space &amp; Environmental Resource Protection Plan Update</b>		

WHEREAS, **UPPER DUBLIN TOWNSHIP** ("Applicant") desires to undertake the project, "**Upper Dublin Township Open Space & Environmental Resource Protection Plan Update**" ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

**NOW THEREFORE, it is resolved that:**

1. The grant application may be electronically signed on behalf of the applicant by "**Paul A. Leonard**" who, at the time of signing, has a **TITLE** of "**Township Manager**" and the email address of "**PLEonard@upperdublin.net**".
2. If this Official signed the Grant Application Electronic Authorization prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the Grant Application Electronic Authorization, signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "**TITLE**" specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

Upper Dubin Township Board of Commissioners

(Identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of this applicant, this 14th day of April, 2020.

(signature of the governing body)

President, Board of Commissioners, Ira S. Tackel

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 20-2383**

**A RESOLUTION APPROVING AN AMENDMENT TO THE RULES AND  
REGULATIONS OF THE UPPER DUBLIN SHADE TREE COMMISSION**

**WHEREAS**, the Upper Dublin Shade Tree Commission has adopted an amendment to its rules and regulations; and

**WHEREAS**, the First Class Township Code, 53 P.S. §58024, provides that rules and regulations of the Shade Tree Commission's must be approved by the Board of Commissioners; and

**WHEREAS**, the Board of Commissioners finds that the rules and regulations adopted by the Shade Tree Commission are appropriate and serve the health, safety and welfare of the residents of Upper Dublin Township,

**NOW THEREFORE**, the Board of Commissioners of Upper Dublin Township hereby approves the following amendment to §A263-2(B)(4) of the rules and regulations of the Upper Dublin Shade Tree Commission, that section to read henceforth as follows:

§A263-2 Tree trimming and removal operations

\*\*\*\*\*

B. Permits

\*\*\*\*\*

(4) Any property owner may seek a permit to remove a street tree. The commission shall consider the petition and either deny it, authorize less drastic work on the tree than complete removal, or grant the petition, with or without conditions. The commission may grant the petition to remove a tree only if it finds any of the following:

A. That the tree is unhealthy and in a state of decline from affliction, infestation, age, root damage or other cause such that the tree or branches therefrom are likely to fall within the public right of way or onto private property with the result that personal injury or property damage could occur.

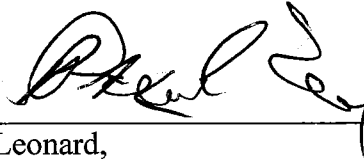
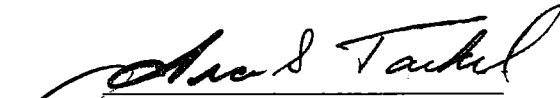
- B. That the tree is of a size or has a root structure that constitutes a present or immediately foreseeable interference with utility infrastructure or with the adjacent sidewalk.
- C. That the tree is growing at a location that constitutes a significant obstruction to the sightline of motorists.
- D. That a tree of an undesirable species (such as an invasive) is to be replaced with a desirable species.
- E. That the property owner proposes improvements to his/her property (such as a driveway or structure that would be impeded by a tree in its present location).
- F. That for specifically identified reasons the commission finds it to be in the Township's interest that the tree be removed.

A replacement tree for one removed by a property owner shall be planted by the permittee within six months of the removal at or near the site of the tree being replaced and shall conform to the provisions of §195-9 and §212-32. The STC may condition any permit granted for the removal of a shade tree on the permittee replacing the tree with one of a size and species approved by the STC. The cost of removal and the cost of replacement, if required, shall be borne by the property owner. Upon the failure of the owner to plant or replant the tree within six months of its removal, or upon the failure of the permittee to comply with the terms of these regulations, the STC may cause a shade tree to be planted, replanted or removed, as the case may be, at the expense of the Township, which thereafter shall collect such costs as provided by law, including the filing of a municipal claim therefor.

RESOLVED by the Board of Commissioners of Upper Dublin Township the 12<sup>th</sup> day of May, 2020.

ATTEST:

BOARD OF COMMISSIONERS OF  
THE TOWNSHIP OF UPPER DUBLIN

Ira S. Tackel, President

Paul A. Leonard,  
Secretary/Township Manager

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 20-2384**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP ACCEPTING THE RECOMMENDATION OF THE TOWNSHIP'S CHIEF OF POLICE FOR DISCIPLINE FOR A TOWNSHIP POLICE OFFICER.**

**WHEREAS**, following an extensive investigation, Chief Francis Wheatley concluded that disciplinary action of dismissal from employment was appropriate for various violations of official duties which constituted grounds for taking disciplinary action against a police officer pursuant to Section 644 of the First-Class Township Code; and

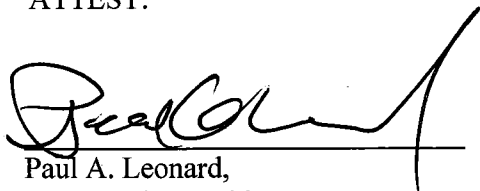
**WHEREAS**, the Board of Commissioners (Board) has reviewed and considered the factual basis for this recommendation, as well as the officer's response to such allegations and has concluded that the conduct in which the Board has concluded that the Officer engaged in, separately and cumulatively, fits within Sections (2) and (4) of the above statute and, therefore, constitutes appropriate grounds upon which to discipline a township police officer; and

**WHEREAS**, after reviewing and considering the information compiled by Chief Wheatley, the Board concludes that the penalty of termination is appropriate in this case as it applies to Township Police Officer, Badge No. 79, and, therefore, accepts Chief Wheatley's recommendation which the Board concludes is appropriate, reasonable and in line with Departmental Policies; and

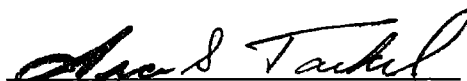
**WHEREAS**, the Board believes that the identified discipline is in the best interest of the Township and its Police Department.

**NOW, THEREFORE**, the Board of Commissioners of Upper Dublin Township hereby approves the recommended penalty and discipline submitted by Chief Wheatley and authorizes him to effectuate the terms of this Resolution, including providing a statement of discharge to Badge No. 79 based upon his recommendation and to provide a copy of such notice to the Township's Civil Service Commission.

ATTEST:

  
Paul A. Leonard,  
Secretary/Township Manager

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN

  
Ira S. Tackel,  
President

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 20-2385**

**A RESOLUTION ACKNOWLEDGING THE EXISTENCE OF  
RACIAL INJUSTICE IN OUR SOCIETY AND THE NEED FOR  
THE UPPER DUBLIN COMMUNITY TO RECOGNIZE AND  
CELEBRATE OUR SHARED HUMANITY**

**WHEREAS**, particular events focus our community's attention on the existence of racial injustice in our society – the killing of George Floyd at the hands of law enforcement is one such event; and

**WHEREAS**, as citizens of this country we are charged with subscribing to the principles which bind us together, which obligate each of us to respect one another without regard to race, color, creed, religious belief or heritage, and with supporting one another's right to speak out and protest when we see these principles being trod upon; and

**WHEREAS**, we as elected officials are particularly asked to speak out to and for our community, encouraging all citizens to call out against injustice wherever and whenever we encounter it, and to applaud instances where we see others doing likewise.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Upper Dublin Township.

1. We deplore the actions of those law enforcement personnel who brought about the death of George Floyd and the innate racial prejudice in each and every person that could lead to the callous display of cruelty and indifference to which those actions bore evidence.

2. We applaud those who have raised their voices in peaceful protest over those actions and who, by their protests, have raised the alarm that systemic bigotry and hatred in our society can destroy the freedoms we hold so dear, and thus each of us must examine our own conscience and make every attempt to root out such self destructive tendencies in our individual actions and thoughts.

3. We condemn those who would disrupt such peaceful protests by engaging in the promotion of chaos and the destruction of property and call upon them to recognize that such actions are destructive of the fabric of our society, bring enormous hardship on innocent people, and cannot be tolerated if we are to live together in a free society which promotes the welfare of all.


4. We declare that our common humanity as well as our national well being insists that we hear one another's voice, that we respond to one another's plea for understanding, and that we cry out with our neighbor against those who would silence the words they don't agree with.

5. We condemn the recent statement of Joseph Gale, a Montgomery County Commissioner, calling the movement known as Black Lives Matter "perpetrators of urban domestic terror," a "left wing hate group," and a group of "far left enemy combatants." Such vitriolic diatribe levelled against the tens of thousands of peaceful demonstrators who marched in Philadelphia and throughout our nation to condemn racial injustice is abhorrent even while speaking out against those few who broke the law by destroying property. Those who support the Black Lives Matter movement in the peaceful protests we all have recently witnessed are not terrorists, they are not a hate group, nor are they enemy combatants. We would remind Commissioner Gale that the oath that he and all public officials in this Commonwealth took upon assuming office, including ourselves, binds us to uphold the Constitution of the United States and the Constitution of the Commonwealth of Pennsylvania, one of the provisions of which is the right of citizens to freely speak in addressing the hearts and minds of their fellow citizens, and in petitioning their government. We find Commissioner Gale's statement to be incongruent with that oath.


6. We encourage the efforts of those who support community policing activities as critical to gaining a greater understanding of the important work our police department performs in keeping our neighborhoods safe, to building trust between our residents and our police, and to instilling assurance that law enforcement personnel and the community share a common desire: that we all may enjoy life and live together peaceably.

RESOLVED, this 9<sup>th</sup> day of June, 2020.

ATTEST:

  
\_\_\_\_\_  
Paul A. Leonard,  
Secretary/Township Manager

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN

  
\_\_\_\_\_  
Ira S. Tackel,  
President

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 20-2386**

**A RESOLUTION ACKNOWLEDGING JUNE 2020  
TO BE GAY PRIDE MONTH**

**WHEREAS**, since the 1998 declaration of President William Clinton, June of each year has been set aside as Gay Pride Month; and

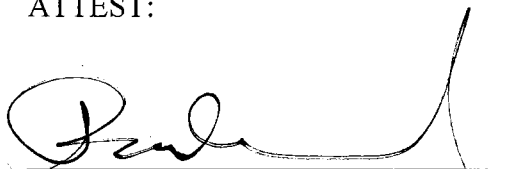
**WHEREAS**, Gay Pride is a movement that celebrates sexual diversity and provides a way for lesbian, gay, bisexual and transgender (LGBTQ) people to protest about discrimination and violence; but it is also a way of promoting the dignity, equal rights, self-awareness and self-affirmation of the LGBTQ community and of increasing society's awareness of the issues that they face.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Upper Dublin Township:


The Board of Commissioners, wishing to affirm that all people deserve to live with dignity and respect, free from fear and violence, and protected against discrimination, regardless of their gender identity or sexual orientation, hereby calls upon the citizens of Upper Dublin Township to share with one another in celebrating June, 2020 as Gay Pride Month, and in recognizing the manifest contributions that members of the LGBTQ community, our friends and neighbors, make to the fabric of Upper Dublin Township.

RESOLVED, this 9<sup>th</sup> day of June, 2020.

ATTEST:

  
\_\_\_\_\_  
Paul A. Leonard,  
Secretary/Township Manager

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN

  
\_\_\_\_\_  
Ira S. Tackel,  
President

RESOLUTION 20-2387

**BE IT RESOLVED**, by authority of the Board of Commissioners  
(Name of governing body)

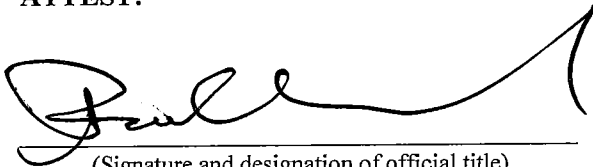
of the Upper Dublin Township, Montgomery County, and it  
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Paul A. Leonard, Township Manager  
(designate official title)

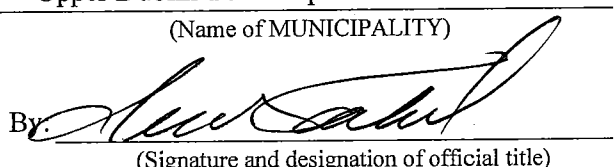
of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

**ATTEST:**

Upper Dublin Township  
(Name of MUNICIPALITY)



(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel  
(Name)

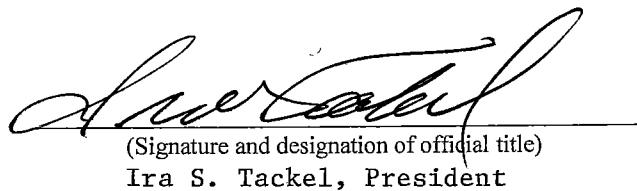
By 

(Signature and designation of official title)  
Ira S. Tackel, President  
President of Board of Commissioners  
(Official Title)

of the Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the  
Board of Commissioners, held the 9th day of June, 2020.  
(Name of governing body)

DATE: 6/9/2020

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

### A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul A. Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, 19034  
Municipal Phone Number : 215-643-1600 x3219 Alternative Phone Number : \_\_\_\_\_  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : 8:00 AM - 5:00 PM

### B - Application Description

Location (*intersection*) : Virginia Drive and Camp Hill Road  
Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : \_\_\_\_\_  
Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_  
Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : \_\_\_\_\_  
If YES, provide locations of all signalized intersections in system.

N/A

#### Explain the proposed improvements :

Actuated and uncoordinated proposed traffic signal with pedestrian crossing accommodations for existing sidewalks and pedestrian/bicycle accommodation for multi-use trail crossing.

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

### C - Maintenance and Operation Information

#### Maintenance and Operations are typically performed by? :

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

Maintenance and Operations Contact Name : Bernard Brown Company/Organization : Upper Dublin Township  
Phone # : (215) 643-1600 x 3806 Alternative Phone # : \_\_\_\_\_ E-mail : bbrown@upperdublin.net

### D - Attachments Listing

<input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> )	<input checked="" type="checkbox"/> Location Map	<input checked="" type="checkbox"/> Traffic Volumes / Pedestrian Volumes
<input type="checkbox"/> Letter of Financial Commitment	<input checked="" type="checkbox"/> Photographs	<input type="checkbox"/> Turn Lane Analysis
<input type="checkbox"/> Traffic Signal Permit	<input type="checkbox"/> Straight Line Diagram	<input checked="" type="checkbox"/> Turn Restriction Studies
<input checked="" type="checkbox"/> Warrant Analysis	<input checked="" type="checkbox"/> Capacity Analysis	<input type="checkbox"/> Other : _____
<input type="checkbox"/> Crash Analysis	<input type="checkbox"/> Traffic Impact Study (TIS)	
<input type="checkbox"/> Traffic Signal Study	<input type="checkbox"/> Condition Diagram	

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard Date : 6/9/2020  
 Signed By : *Paul A. Leonard* Witness or Attest : *Dee Ritter*  
 Title of Signatory : Township Manager Title of Witness or Attester : Admin

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

**KNOCKDOWNS**

**TYPE OF REPAIR PERMITTED**

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

**EQUIPMENT FAILURE**

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**
 County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_
**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*Intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

**RESOLUTION** NO. 20-2388

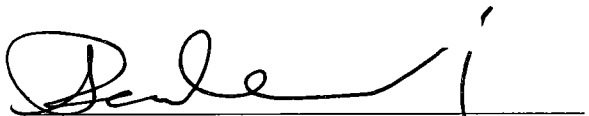
**BE IT RESOLVED**, by authority of the Board of Commissioners  
(Name of governing body)


of the Township of Upper Dublin, Montgomery County, and it  
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager  
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

**ATTEST:**


  
(Signature and designation of official title)  
Paul A. Leonard, Secretary  
I, Ira S. Tackel  
(Name)

Township of Upper Dublin  
(Name of MUNICIPALITY)  
By:   
(Signature and designation of official title)  
Ira S. Tackel, President  
Board President  
(Official Title)

of the Board of Commissioners for Upper Dublin Township, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the  
Board of Commissioners, held the 14th day of July, 2020.  
(Name of governing body)

**DATE:** 7/14/2020

  
(Signature and designation of official title)  
Ira S. Tackel, President

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Paul Leonard Title : Township Manager  
Municipal Name : Upper Dublin Township  
Municipal Address : 801 Loch Alsh Avenue, Fort Washington, PA 19034  
Municipal Phone Number : (215) 643-1600 ext. 3219 Alternative Phone Number : \_\_\_\_\_  
E-mail Address : pleonard@upperdublin.net  
Municipal Hours of Operation : Monday to Friday; 8:00AM to 5:00PM

## B - Application Description

Location (intersection) : Welsh Road (SR 0063) and Dryden Road/Welsh Road Business Center Access  
Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : 64-3215  
Type of Device (select one)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_  
Is Traffic Signal part of a system? :  YES  NO System Number (if applicable) : I-0098  
If YES, provide locations of all signalized intersections in system.

Welsh Rd (SR 0063)/Jarretstown Rd; Welsh Rd (SR 0063)/Dresher Rd; Welsh Rd (SR 0063)/Dreshertown Rd; Welsh Rd (SR 0063)/Blair Mill Rd; Welsh Rd (SR 0063)/Computer Ave; Welsh Rd (SR 0063)/Twining Rd; Welsh Rd (SR 0063)/Kimball Ave; Welsh Rd (SR 0063)/Fitzwatertown Rd; Dreshertown Rd (SR 2024)/Sycamore St; Blair Mill Rd (SR 2026)/SCD; Blair Mill Rd (SR 2026)/Witmer Rd

### Explain the proposed improvements :

Revised lane configuration on Dryden Road to provide separate left-turn, thru and right-turn lane

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : \_\_\_\_\_

## C - Maintenance and Operation Information

### Maintenance and Operations are typically performed by? :

- Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

Maintenance and Operations Contact Name : \_\_\_\_\_ Company/Organization : \_\_\_\_\_  
Phone # : \_\_\_\_\_ Alternative Phone # : \_\_\_\_\_ E-mail : \_\_\_\_\_

## D - Attachments Listing

- |                                                                     |                                                     |                                                               |
|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Municipal Resolution (required) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment             | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input checked="" type="checkbox"/> Traffic Signal Permit           | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                           | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                        |
| <input type="checkbox"/> Crash Analysis                             | <input type="checkbox"/> Traffic Impact Study (TIS) |                                                               |
| <input type="checkbox"/> Traffic Signal Study                       | <input type="checkbox"/> Condition Diagram          |                                                               |

# Application for Traffic Signal Approval



County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

Please Type or Print all information in Blue or Black Ink

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Paul A. Leonard

Date : 7/14/2020

Signed By :

Witness or Attest :

Title of Signatory : Township Manager

Title of Witness or Attester :

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

<u>KNOCKDOWNS</u>	<u>TYPE OF REPAIR PERMITTED</u>
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Support - Strain pole	Emergency or Final
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Cabinet	Emergency or Final
Signal heads	Final Only
 <b><u>EQUIPMENT FAILURE</u></b>	
Lamp burnout (veh. & ped.)	Final Only
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- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":  
Recordkeeping**



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

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**Exhibit "C":  
Signal Maintenance Organization**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Personnel Classifications**

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**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

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**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
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**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

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**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.

TOTALS	
48	0 127
24	1 134

WELSH ROAD

2020 PROJECTED VOLUMES SATURDAY

DRYDEN ROAD

SR 0063

WELSH ROAD BUSINESS CENTER

- Provide completed TE-160 form and resolution.

- Coordinate with Welsh Road GLG project (Jack Smyth) and investigate proposed changes under GLG project.

- Ensure that system plan is updated to reflect new lane configuration either through this or GLG project.

- Check concurrent left turning templates.

SIGN TABULATION			
PLAN SYMBOL	SERIES NUMBER	SIZE	REMARKS
(A)	R3-7L	30"x30"	LEFT LANE MUST TURN LEFT
(B)	R3-7R	30"x30"	RIGHT LANE MUST TURN RIGHT
(C)	R3-8(L-SR)	30"x30"	LANE USE CONTROL
(D)	D3-4	96"x24"	OVERHEAD STREET NAME SIGN (SEE DETAIL)
(E)	R10-3E(R)	9"x15"	EDUC. PUSH BUTTON FOR WALK SIGNAL W/COUNTDOWN TIMER
(F)	R10-3E(L)	9"x15"	EDUC. PUSH BUTTON FOR WALK SIGNAL W/COUNTDOWN TIMER
(G)	R4-7	24"x30"	KEEP RIGHT
(H)	OM1-3	18"x18"	OBJECT MARKER
(I)	D3-4	96"x16"	OVERHEAD STREET NAME SIGN (SEE DETAIL)
(J)	D3-4	96"x16"	OVERHEAD STREET NAME SIGN (SEE DETAIL)
(K)	R10-12	30"x36"	LEFT TURN YIELD ON GREEN
(L)	R3-8(L-SR)	48"x30"	LANE USE CONTROL

**GENERAL NOTES**

NO MODIFICATIONS OF THIS INSTALLATION ARE PERMITTED UNLESS PRIOR APPROVAL IS GRANTED IN WRITING BY A REPRESENTATIVE OF THE DEPARTMENT OF TRANSPORTATION.

ALL MAINTENANCE WORK INCLUDING TRIMMING OF TREES, NECESSARY FOR PROPER VISIBILITY OF THE SIGNALS IS THE RESPONSIBILITY OF THE PERMITTEE.

ALL SIGNS AND PAVEMENT MARKINGS INDICATED ON THIS DRAWING ARE CONSIDERED PART OF THE PERMIT AND SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH PUBLICATION NO. 212.

POST MOUNTED SIGNALS SHALL BE INSTALLED WITH THE SIGNAL HEADS A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB OR THE EDGE OF THE SHOULDER. SUPPORT POLES FOR OVERHEAD SIGNALS SHALL ALSO HAVE A MINIMUM CLEARANCE HORIZONTALLY OF 2 FEET.

SIGNALS ERECTED OVER THE ROADWAY SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 16 FT. ABOVE THE ROADWAY. POST MOUNTED SIGNALS SHALL BE A MINIMUM OF 8 FT. ABOVE THE SIDEWALK OR PAVEMENT.

ALL OVERHEAD SIGNALS MUST BE RIGIDLY MOUNTED, TOP AND BOTTOM, AND EQUIPPED WITH BACKPLATES.

THE MINIMUM HORIZONTAL DISTANCE BETWEEN SIGNALS MEASURED AT RIGHT ANGLES TO THE APPROACH SHALL BE 8 FEET.

EXACT LOCATION OF DETECTORS SHALL BE DETERMINED PRIOR TO INSTALLATION BY A REPRESENTATIVE OF PENNDOT.

CURBING TO BE INSTALLED BY MUNICIPALITY AND WHERE NOTED, SHALL BE PLAIN CEMENT CONCRETE CURB OR GRANITE CURB, INSTALLED IN ACCORDANCE WITH DEPARTMENT SPECIFICATIONS FORM 408.

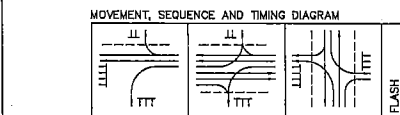
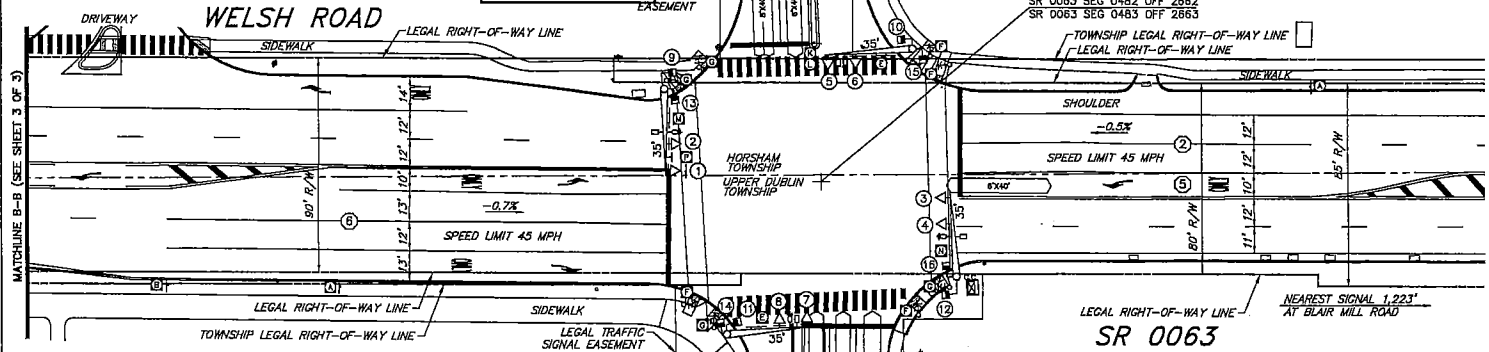
PRIOR TO INSTALLATION THE CONTRACTOR SHALL CONSULT WITH THE LOCAL OFFICIALS AND UTILITY COMPANIES TO RESOLVE ANY PROBLEMS WHICH MAY BE CREATED DUE TO THE LOCATION OF UTILITIES.

THIS DRAWING CANNOT BE USED AS A CONSTRUCTION DRAWING UNLESS THE PERMITTEE COMPLETES WITH THE PROVISIONS OF THE LATEST AMENDMENT TO ACT 287, PREVENTION OF DAMAGE TO UNDERGROUND UTILITIES, DATED DECEMBER 29, 1974.

WHEN LIQUID FUEL MONEY IS USED, SIGNAL INSTALLATION MUST CONFORM TO FORM 408 AND A COPY OF THE PROPOSED SPECIFICATIONS MUST BE SUBMITTED TO THE DISTRICT TRAFFIC UNIT, FOR REVIEW, PRIOR TO BIDDING.

PERMITTEE SHALL OBTAIN A HIGHWAY OCCUPANCY PERMIT FOR ANY CHANGES IN INTERSECTION GEOMETRY REGARDING EXCAVATION.

CONDUIT INSTALLED IN BITUMINOUS ROADWAY LESS THAN 6 YEARS OLD, OR CONCRETE ROADWAY REGARDLESS OF AGE, MUST BE BORED OR JACKED UNDER THE ROADWAY. INSTALL IN ACCORDANCE WITH TRAFFIC SIGNAL STANDARDS TO-B800 SERIES.



PHASE	1	2	3	4	5	6	7	8	9	10	11	12
SIGNAL	G	G	Y	R	G	G	Y	R	R	R	R	Y
1	G	G	Y	R	G	G	Y	R	R	R	R	Y
2	G	G	Y	R	G	G	Y	R	R	R	R	Y
3,4	R	R	R	R	G	G	Y	R	R	R	R	Y
5,6	R	R	R	R	R	R	R	R	G	G	Y	R
7,8	R	R	R	R	R	R	R	R	G	G	Y	R
9,10	M	FL	H	O	M	FL	H	O	M	FL	H	O
11,12	H	H	H	H	M	FL	H	O	M	FL	H	O
13,14	H	H	H	H	H	H	H	M	FL	H	O	OFF
15,16	H	H	H	H	H	H	H	M	FL	H	O	OFF

**OPERATION NOTES:**

① G/Y if followed by PHASE 2+6

② G if followed by PHASE 2+6

③ M if followed by PHASE 2+6

④ TIMING FOR THIS PHASE SHALL BE AS SHOWN IN PHASE 2+6 AND SHALL TIME OUT IN THIS PHASE OR PHASE 2+8.

FIXED	5	2	5	2	3	3
MINIMUM	3		21		3	
PASSAGE	3				3	
MAX. 1	15		55		25	
PEDESTRIAN	NL		7 25		7 25	
MEMORY	NL		MN		NL	

**SYSTEM NOTE:**

REFER TO SYSTEM PERMIT #0063 FOR PROGRAM TIMES AND WEEKLY PROGRAM CHART.

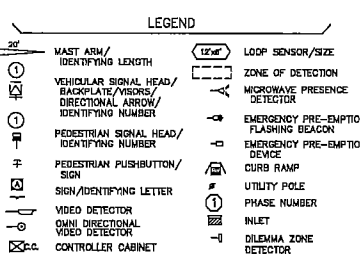
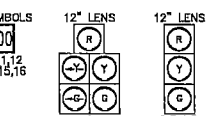
\* UPON PEDESTRIAN ACTUATION ONLY, OTHERWISE HAND SYMBOL AT ALL TIMES.

\* SIGNAL TO DWELL IN PHASE 2+6 UNTIL ACTUATED BY PHASE 4+8

\* PEDESTRIAN COUNTDOWN TIMER TO COUNT DOWN DURING THE FLASHING HAND INTERVAL.

To improve sight distance for the opposing lefts, provide left turn lane at slight angle. Check turning templates. Provide small hatching between left and through lanes.

**SIGNAL INDICATIONS**



SYSTEM PERMIT #0098

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
ENGINEERING DISTRICT 6-0

COUNTY: MONTGOMERY  
MUNICIPALITY: UPPER DUBLIN/HORSHAM TOWNSHIPS  
INTERSECTION: WELSH ROAD (SR 0063) & DRYDEN ROAD/WELSH ROAD BUSINESS CENTER

REVIEWED: \_\_\_\_\_ DATE \_\_\_\_\_

MUNICIPAL OFFICIAL: \_\_\_\_\_ DATE \_\_\_\_\_

RECOMMENDED BY: MARK L. KRAY 9/18/00

L.R. BELMONT 9/22/00  
DISTRICT TRAFFIC ENGINEER

NO.	REVISION	REV.	DATE	REV.	DATE	REASON	DATE
1	REVISED COORDINATION	MDM	8/19/02	UK	4/19/03	DWM	1/19/03
2	REVISED BUSINESS CENTER ADDRESS	MDM	1/23/02	UK	4/19/03	WJE	1/19/03
3	REVISED COORDINATION	TPD	1/10/05	MK	1/20/05	LSB	1/1/05
4	ADDED WALK SIGNALS AND DOWN TIME	MDM		KPL	2/28/05	DJA	2/27/05
5	ADDED WALK SIGNALS AND DOWN TIME	TPD	11/13/05	KPL	11/29/05	DJA	11/15/05
6	REVISED LANE CONFIGURATION ON DRYDEN ROAD	MDM					
7							
8							

**EMERGENCY PREEMPTION PHASING  
MOVEMENT, SEQUENCE AND TIMING DIAGRAM**

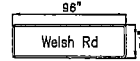
PHASE	1	2	4	6	8
1	R	R	R	R	R
2	Y	Y	Y	Y	Y
3	G	G	G	G	G
4	R	R	R	R	R
5	Y	Y	Y	Y	Y
6	G	G	G	G	G
7	R	R	R	R	R
8	Y	Y	Y	Y	Y
9	G	G	G	G	G
10	R	R	R	R	R
11	Y	Y	Y	Y	Y
12	G	G	G	G	G
13	R	R	R	R	R
14	Y	Y	Y	Y	Y
15	G	G	G	G	G
16	R	R	R	R	R
17	Y	Y	Y	Y	Y
18	G	G	G	G	G
19	R	R	R	R	R
20	Y	Y	Y	Y	Y
21	G	G	G	G	G
22	R	R	R	R	R
23	Y	Y	Y	Y	Y
24	G	G	G	G	G

**EMERGENCY PREEMPTION NOTES:**

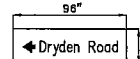
- CONTROLLER TO BE EQUIPPED WITH EMERGENCY PREEMPTION FOR THE EASTBOUND & WESTBOUND APPROACHES OF WELSH ROAD (SR 0063) AND THE NORTHBOUND APPROACH OF DRYDEN ROAD AND THE SOUTHBOUND APPROACH OF WELSH ROAD BUSINESS CENTER WITH A FAIL SAFE DEVICE FOR EACH DIRECTION OF OPERATION.
- THIS EMERGENCY BEACON SHALL CONSIST OF A FLASHING WHITE FLOOD LIGHT, AND SHALL FLASH WHEN THE EMERGENCY VEHICLE HAS CONTROL OF THE INTERSECTION FOR THE APPROPRIATE APPROACH.
- LOCATION OF EMERGENCY VEHICLE DETECTORS ARE TO BE FIELD ADJUSTED TO ACHIEVE MAXIMUM OPERATION.
- THE SIGNALS, WHEN ACTIVATED BY AN EMERGENCY VEHICLE, SHALL TERMINATE ALL GREEN INDICATIONS IMMEDIATELY, FOLLOWED BY THE COMPLETE YELLOW AND RED CLEARANCE INTERVALS, ACCORDINGLY, THEN THE GREEN INTERVAL FOR THE PREEMPTED PHASE SHALL FOLLOW, ONLY THOSE PHASES NOT POSING A YELLOW TRAP CONDITION MAY REMAIN GREEN (PHASE 2+3) WHEN GOVERNED BY APPROACHING EMERGENCY VEHICLE.
- THE SIGNALS, WHEN ACTIVATED BY A PEDESTRIAN PUSH BUTTON AND THE SIGNAL IS PREEMPTED DURING THE "MAN" PHASE, THE MAN PHASE SHALL TERMINATE IMMEDIATELY FOLLOWED BY THE "FLASHING HAND AND COUNTDOWN TIMER" INDICATION IN ITS ENTIRETY, FOLLOWED BY THE APPROPRIATE SELECTIVE CLEARANCES BEFORE PROCEEDING TO THE PREEMPTION PHASE.
- IF THE SIGNALS, WHEN ACTIVATED BY AN EMERGENCY VEHICLE, ARE FLASHING ALL SIGNALS SHALL REMAIN FLASHING.
- IF ADDITIONAL PREEMPTION PHASES ARE ACTIVATED WHILE IN PREEMPTION, THE ORIGINAL PREEMPTION PHASE SHALL TIME OUT BEFORE PROCEEDING TO THE NEXT PREEMPTION PHASE.
- UPON COMPLETION OF PREEMPTION, PHASE 2+8 OR 8 IN RETURNING TO NORMAL OPERATION, PHASE 2+8 INTERVAL 3 SHALL FOLLOW.
- IN EMERGENCY PREEMPTION, NO PRIORITY SHALL BE ESTABLISHED, PREEMPTION SHALL BE A "FIRST COME, FIRST SERVED" OPERATION.

\*\* FOR DURATION OF PREEMPTION  
NOTE:  
IF PREEMPTION EQUIPMENT HAS ENCODING CAPABILITIES FOR VEHICLE IDENTIFICATION, IT IS RECOMMENDED TO HAVE THE ZERO "00" FEATURE ON, TO GIVE UNCODED EMITTERS THE ABILITY TO ACTIVATE THE EMERGENCY PREEMPTION.  
Ⓞ G/4 WHEN RETURNING TO NORMAL OPERATION  
Ⓞ G WHEN RETURNING TO NORMAL OPERATION

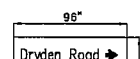
**SIGN DETAILS  
NOT TO SCALE**



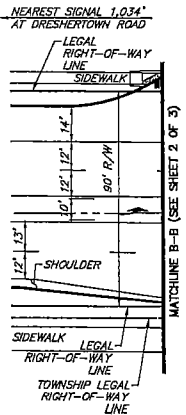
**SIGN E**  
FONT: CLEARVIEW 3W  
12" UPPER CASE  
9" LOWER CASE



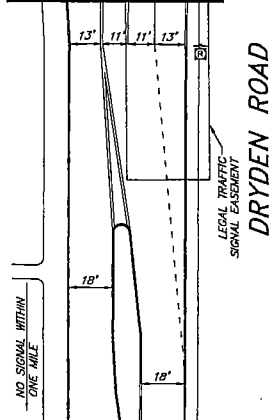
**SIGN W**  
FONT: CLEARVIEW 1W (10% REDUCTION)  
10.8" UPPER CASE  
8" LOWER CASE



**SIGN N**  
FONT: CLEARVIEW 1W (10% REDUCTION)  
10.8" UPPER CASE  
8" LOWER CASE



**MATCHLINE A-A (SEE SHEET 2 OF 3)**



**GENERAL NOTES**

NO MODIFICATIONS OF THIS INSTALLATION ARE PERMITTED UNLESS PRIOR APPROVAL IS GRANTED IN WRITING BY A REPRESENTATIVE OF THE DEPARTMENT OF TRANSPORTATION.

ALL MAINTENANCE WORK INCLUDING TRIMMING OF TREES, NECESSARY FOR PROPER VISIBILITY OF THE SIGNALS IS THE RESPONSIBILITY OF THE PERMITTEE.

ALL SIGNS AND PAVEMENT MARKINGS INDICATED ON THIS DRAWING ARE CONSIDERED PART OF THE PERMIT AND SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH PUBLICATION NO. 212.

POST MOUNTED SIGNALS SHALL BE INSTALLED WITH THE SIGNAL HEADS A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB ON THE EDGE OF THE SHOULDER. SUPPORT POLES FOR OVERHEAD SIGNALS SHALL ALSO HAVE A MINIMUM CLEARANCE HORIZONTALLY OF 2 FEET.

SIGNALS ERECTED OVER THE ROADWAY SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 16 FT. ABOVE THE ROADWAY. POST MOUNTED SIGNALS SHALL BE A MINIMUM OF 8 FT. ABOVE THE SIDEWALK OR PAVEMENT.

ALL OVERHEAD SIGNALS MUST BE RIGIDLY MOUNTED, TOP AND BOTTOM, AND EQUIPPED WITH BACKPLATES.

THE MINIMUM HORIZONTAL DISTANCE BETWEEN SIGNALS MEASURED AT RIGHT ANGLES TO THE APPROACH SHALL BE 8 FEET.

EXACT LOCATION OF DETECTORS SHALL BE DETERMINED PRIOR TO INSTALLATION BY A REPRESENTATIVE OF PENNDOT.

CURBING TO BE INSTALLED BY MUNICIPALITY AND WHERE NOTED, SHALL BE PLAIN CEMENT CONCRETE CURB OR GRANITE CURB, INSTALLED IN ACCORDANCE WITH DEPARTMENT SPECIFICATIONS FORM 406.

PRIOR TO INSTALLATION THE CONTRACTOR SHALL CONSULT WITH THE LOCAL OFFICIALS AND UTILITY COMPANIES TO RESOLVE ANY PROBLEMS WHICH MAY BE CREATED DUE TO THE LOCATION OF UTILITIES.

THIS DRAWING CANNOT BE USED AS A CONSTRUCTION DRAWING UNLESS THE PERMITTEE COMPLIES WITH THE PROVISIONS OF THE LATEST AMENDMENT TO ACT 287, PREVENTION OF DAMAGE TO UNDERGROUND UTILITIES, DATED DECEMBER 20, 1974.

WHEN LIQUID FUELS MONEY IS USED, SIGNAL INSTALLATION MUST CONFORM TO FORM 406 AND A COPY OF THE PROPOSED SPECIFICATIONS MUST BE SUBMITTED TO THE DISTRICT TRAFFIC UNIT, FOR REVIEW, PRIOR TO BIDDING.

PERMITTEE SHALL OBTAIN A HIGHWAY OCCUPANCY PERMIT FOR ANY CHANGES IN INTERSECTION GEOMETRY REGARDING EXCAVATION.

CONDUIT INSTALLED IN BITUMINOUS ROADWAY LESS THAN 8 YEARS OLD, OR CONCRETE ROADWAY REGARDLESS OF AGE, MUST BE SIGNED OR JACKED UNDER THE ROADWAY. INSTALL IN ACCORDANCE WITH TRAFFIC SIGNAL STANDARDS TO-8800 SERIES.

SYSTEM PERMIT #—0098

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
ENGINEERING DISTRICT 6-0

COUNTY: MONTGOMERY  
MUNICIPALITY: UPPER DUBLIN/HORSHAM TOWNSHIPS  
INTERSECTION: WELSH ROAD (SR 0063) & DRYDEN ROAD/WELSH ROAD BUSINESS CENTER

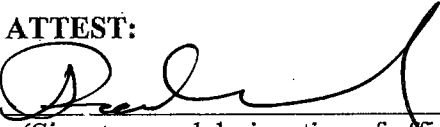
REVIEWED: \_\_\_\_\_ DATE \_\_\_\_\_  
MUNICIPAL OFFICIAL: \_\_\_\_\_ DATE \_\_\_\_\_  
RECOMMENDED: MARK L. KRAY 9/18/00  
I. R. BELMONT 9/22/00  
DISTRICT TRAFFIC ENGINEER

NO.	REVISION	DESIGNER	DATE	REVIEWER	DATE	PREPARED BY	DATE
1	REVISED COORDINATION	WCM	8/19/00	MK	4/9/03	DWM	4/9/03
2	REVISED BUSINESS CENTER ADDRESS DESIGN	WCM	1/23/02	MK	4/9/03	WJE	4/9/03
3	REVISED COORDINATION	TPD	1/20/02	MK	1/20/02	LBB	2/7/06
4	ADDED AND REMOVED DETECTION TRIP POINTS AND PHASE SEQUENCING	WCM	2/28/01	KPL	2/28/01	DLA	2/27/01
5	ADDED LEGAL RIGHT-OF-WAY TO THE DEPARTURE SIDE	TPD	11/13/00	KPL	11/13/00	DLA	11/19/00
6	REVISED LANE CONFIGURATION ON DRYDEN ROAD	WCM					
7							
8							

**RESOLUTION NO. 20-2389**

**BE IT RESOLVED**, by authority of the BOARD OF COMMISSIONERS  
(Name of governing body)  
of the TOWNSHIP OF UPPER DUBLIN, MONTGOMERY County, and it  
(Name of MUNICIPALITY)  
is hereby resolved by authority of the same, that the BOARD PRESIDENT of  
(designate official title)  
said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

**ATTEST:**

  
(Signature and designation of official title)  
PAUL A. LEONARD, TOWNSHIP MANAGER

UPPER DUBLIN TOWNSHIP  
(Name of MUNICIPALITY)  
By:   
(Signature and designation of official title)  
IRA S. TACKEL, BOARD PRESIDENT

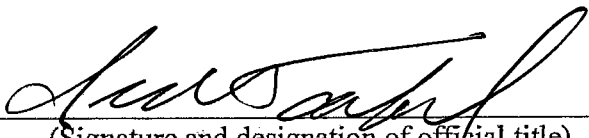
I, IRA S. TACKEL, BOARD PRESIDENT  
(Name) (Official title)

of the TOWNSHIP OF UPPER DUBLIN, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

BOARD OF COMMISSIONERS, held the 14TH day of JULY, 2020.  
(Name of governing body)

**DATE:** 7/14/2020

  
(Signature and designation of official title)  
IRA S. TACKEL, BOARD PRESIDENT

**NOTE: Signature on the Department signature page of this Agreement must conform with the signature on this Resolution.**

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

**WINTER TRAFFIC SERVICES SUPPLEMENTAL**

**AGREEMENT NO3900037601A**

**FID/SSN #23-6003042**

**SAP VENDOR #139085**

**THIS SUPPLEMENTAL AGREEMENT**, fully executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation (“COMMONWEALTH”),

**AND**

the Upper Dublin Township of the COMMONWEALTH of Pennsylvania, acting through its authorized officials (“MUNICIPALITY”).

**WITNESSETH:**

WHEREAS, the parties entered into Agreement No. 3900037601, whereby the MUNICIPALITY agreed to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways as set forth therein; and,

WHEREAS, the parties desire to amend Agreement No. 3900037601 for the purpose of **adjusting** snow lane miles.

NOW, THEREFORE, the parties agree to amend Agreement No. 3900037601 in accordance with the following:

1. Exhibit A attached to Agreement No. 3900037601 is revised in accordance with Supplemental Exhibit A which is attached to and made part of this Supplemental Agreement, for the purpose of **adjusting** the snow lane miles listed below.

**63 Tennis Ave to Computer Avenue 9**  
**63 Jarretstown Road to Computer Avenue 2.2**  
**152 Chelsea Ave to Welsh Road 11.1**  
**152 Divide portion of SR 152 0.2**  
**2017 Fitzwatertown Road to Tennis Ave 11**

2017 Divided portion of SR 2017 0.4  
2017 SR 309 interchange area 0.3  
2018 Pennsylvania Ave to Tennis Ave 6.4  
2020 Bethlehem Pike to Welsh Road 4  
2021 North Hills Ave to Fitzwatertown Rd 1  
2022 Bethlehem Pike to Limekiln Pike 8.5  
2024 Limekiln Pike to Welsh Road 4.4  
2027 Chelsea Ave to Oreland Mill Road 3.1  
2028 Pennsylvania Avenue to Limekiln Pike 3.6  
2037 Pennsylvania Ave (SR 2027) to Fort Washington Ave 1  
2037 Pennsylvania Ave (SR 2027) to Fort Washington Ave 1  
2038 Limekiln Pike to Woodland Road 5.9  
2052 Tennis Ave to Welsh Road 2.6  
9105 Limekiln Pike Connector Road 0.2

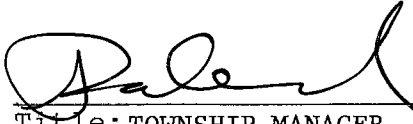
2. The effective date of this **adjustment** shall be the date on which this Supplemental Agreement has been fully executed and approved by the COMMONWEALTH, or October 15 of the calendar year in which this Supplemental Agreement is made, whichever date is later.
3. The original agreement as hereby supplemented shall continue to renew on October 15 of each successive season through the original termination date. If this Supplemental Agreement is not fully executed and approved prior to October 15 of the Winter Season for which it will initially take effect, the COMMONWEALTH shall prorate payment for that Winter Season only. Furthermore, the proration shall affect the **adjusted** roadway only. The amount to be prorated shall be based upon the percentage that the affected roadway bears to the total State Highway mileage maintained by the MUNICIPALITY, multiplied by 1/198 (1/199 for leap years). This number shall be multiplied by (a) the number of days between October 15 and the effective date of this Supplemental Agreement and then by (b) the rate applicable to that roadway classification. The COMMONWEALTH will then add the resulting amount to, or subtract it from, the total annual payment.
4. The most current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause is attached as Exhibit C and replaces any previously referenced versions of the listed clauses and provisions.
5. All other terms and conditions of Agreement No. 3900037601 not modified by this Supplemental Agreement shall remain in full force and effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement.

ATTEST

MUNICIPALITY

  
Title: TOWNSHIP MANAGER      7/14/2020  
DATE

BY   
Title: BOARD PRESIDENT      7/14/2020  
DATE

*If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.*

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
District Executive      Date

APPROVED AS TO LEGALITY  
AND FORM

\_\_\_\_\_  
for Chief Counsel      Date

Certified Funds Available Under  
SAP DOCUMENT NO. 3900037601A  
SAP FUND 1058200712  
SAP COST CENTER 7840640000  
GL. ACCOUNT 6344450  
AMOUNT \$83,490.00

BY \_\_\_\_\_  
for Comptroller Operations      Date

Contract No. 3900037601A, is split 0%, expenditure amount of 0.00 for federal funds and 100%, expenditure amount of \$83,490.00 for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is Highway Maintenance: 582.

2019-20

COUNTY: Montgomery  
 MUNICIPAL: Upper Dublin Township  
 SAP #

**CONTRACT EXHIBIT A**  
 Revised January 8, 2020

AGREEMENT NO. 3900037601A  
 YEAR 5  
 OF 5

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
63	Tennis Ave to Computer Avenue	422	0000	492	1339	9	B	\$1,100.00	\$9,900.00
63	Jarrettown Road to Computer Avenue	483	0000	493	1360	2.2	B	\$1,100.00	\$2,420.00
152	Chelsea Ave to Welsh Road	70	740	144	2163	11.1	C	\$1,100.00	\$12,210.00
152	Divide portion of SR 152	95	0000	95	643	0.2	C	\$1,100.00	\$220.00
2017	Fitzwaterstown Road to Tennis Ave	90	712	170	2636	11	C	\$1,100.00	\$12,100.00
2017	Divided portion of SR 2017	111	0000	111	626	0.4	C	\$1,100.00	\$440.00
2017	SR 309 interchange area	161	0000	161	814	0.3	C	\$1,100.00	\$330.00
2018	Pennsylvania Ave to Tennis Ave	90	871	130	2017	6.4	C	\$1,100.00	\$7,040.00
2020	Bethlehem Pike to Welsh Road	50	0000	80	1207	4	C	\$1,100.00	\$4,400.00
2021	North Hills Ave to Fitzwaterstown Rd	110	1412	110	3219	1	C	\$1,100.00	\$1,100.00
2022	Bethlehem Pike to Limekiln Pike	20	0000	70	2175	8.5	C	\$1,100.00	\$9,350.00
2024	Limekiln Pike to Welsh Road	10	0000	40	1400	4.4	C	\$1,100.00	\$4,840.00
2027	Chelsea Ave to Oriand Mill Road	30	0000	40	3253	3.1	C	\$1,100.00	\$3,410.00
2028	Pennsylvania Avenue to Limekiln Pike	30	0000	50	3548	3.6	C	\$1,100.00	\$3,960.00
2037	Pennsylvania Ave (SR 2027) to Fort Washington Ave	12	0000	12	2742	1	C	\$1,100.00	\$1,100.00
2037	Pennsylvania Ave (SR 2027) to Fort Washington Ave	13	0000	13	2742	1	C	\$1,100.00	\$1,100.00
2038	Limekiln Pike to Woodland Road	10	0000	40	1078	5.9	C	\$1,100.00	\$6,490.00
2052	Tennis Ave to Welsh Road	42	0000	62	706	2.6	B	\$1,100.00	\$2,860.00
9105	Limekiln Pike Connector Road	10	0000	10	426	0.2	C	\$1,100.00	\$220.00

\*For the Standard Agreement, rates may vary per county depending on the MFC- see Attachment A Rate Schedule

\*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BCMO

MILEAGE MFC B =	13.8	TOTAL COST =	\$83,490.00
MILEAGE MFC C =	62.1		
MILEAGE MFC D =	0		
MILEAGE MFC E =	0		
TOTAL MILEAGE	75.90		

**TERMS OF PAYMENT:** The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

<u>Suggested Total Amount Encumbrance</u>	
1st Year:	
2nd Year:	
3rd Year:	
4th Year:	
5th Year:	\$83,490.00
<b>TOTAL:</b>	<b>\$83,490.00</b>

## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate 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.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall 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 the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall 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 the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall 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.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not 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 the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor 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 their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit C

RESOLUTION NO. 20-2390

**RESOLUTION TO ACCEPT DEED OF DEDICATION  
FOR TRAFFIC SIGNAL EASEMENT**

WHEREAS, the Board of Commissioners of Upper Dublin Township (“Grantee”) has received from LSOP 3 PA 2, LLC., a Pennsylvania corporation (hereinafter “Grantor”) a Deed of Dedication for a Traffic Signal Easement adjacent to the property at 335 Commerce Drive, Fort Washington dated July 6, 2020, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Board of Commissioners has heretofore approved a Construction Plan (the “Plan”) for Commerce Drive adjacent to 335 Commerce Drive showing the construction of a ramp to facilitate access to the Pennsylvania Turnpike; and

WHEREAS, Grantor is providing an easement to permit the construction of a traffic signal to regulate the movement of traffic at the intersection of the access ramp and Commerce Drive; and

WHEREAS, the Board of Commissioners deems it to be in the public interest to accept this Deed of Dedication so a traffic signal may hereafter be constructed and maintained as shown on the Plan.

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Upper Dublin Township does hereby resolve as follows:

1. The Traffic Signal Easement Deed of Dedication offered to the Township by Grantor is hereby accepted.
2. The proper officers of the Township are authorized to reference this Resolution in the Traffic Signal Easement Deed of Dedication and to record same in the Office of Recording of Deeds, Norristown, Montgomery County, Pennsylvania.

RESOLVED, this 14<sup>th</sup> day of July, 2020.

BOARD OF COMMISSIONERS  
TOWNSHIP OF UPPER DUBLIN

By:   
Ira S. Tackel, President

ATTEST:

  
Paul A. Leonard, Secretary/Township Manager

**DEED OF DEDICATION  
FOR TRAFFIC SIGNAL EASEMENT**

THIS DEED OF DEDICATION made this 6<sup>th</sup> day of July, 2020  
between LSOP 3 PA 2, LLC ("Grantor"), and TOWNSHIP OF UPPER DUBLIN, a Township of  
the First Class situate at 801 Loch Alsh Avenue, Fort Washington, in the County of Montgomery  
and Commonwealth of Pennsylvania ("Grantee").

**W I T N E S S E T H:**

That Grantor, for and in consideration of the advantages to it accruing, as well as for  
diverse considerations affecting the public welfare, which it seeks to advance, has dedicated,  
granted, and confirmed, and by these presents does dedicate, grant, and confirm unto the  
Grantee, its successors and assigns, an easement and right-of-way over ALL THAT CERTAIN  
parcel situate in the TOWNSHIP OF UPPER DUBLIN, County of Montgomery and  
Commonwealth of Pennsylvania, identified as 335 Commerce Drive, Fort Washington, PA  
19034, Montgomery County Tax Parcel No. 54-00-04383-08-1 and 54-00-04383-00-9, said  
easement area to include the land described as set forth in Exhibit "A" and Exhibit "B" attached  
hereto and incorporated herein.

TO HAVE AND TO HOLD the aforesaid easement over all the land described in Exhibit  
"A" and Exhibit "B" unto the TOWNSHIP OF UPPER DUBLIN, its successors and assigns, to  
and for the only proper use on behalf of the Township of Upper Dublin, its successors and  
assigns, as and for the construction and maintenance of a traffic signal and associated facilities,  
including the right to construct, maintain and repair the easement areas and the traffic control  
device facilities erected thereon or to be erected thereon, and to cause others to do the same, and

the further right to remove trees, bushes, undergrowth, soil, and other obstructions interfering with the location, construction and maintenance of all of the aforesaid.

AND the said Grantee, for itself and its successors and assigns, by these presents does covenant, promise and agree to and with the said Grantor, its successors and assigns, that the Grantee shall provide, at the Grantee's sole cost and expense, all repairs, maintenance, improvements and replacements of the traffic signal, which shall include but not be limited to bulb replacement, traffic signal detector loops, response to trouble calls, and temporary emergency repairs. The Grantee shall have the sole authority and discretion to operate and control the traffic signal, including but not limited to, setting traffic signal timings as the Grantee reasonably deems proper. The Grantee shall also be responsible, at the Grantee's sole cost and expense, for all other necessary repairs, maintenance, improvements and replacements of the traffic signal and related components, as determined by the Grantee in its sole reasonable discretion.

AND the said Grantor, for itself and its successors and assigns, by these presents does covenant, promise and agree to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, shall nor will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns any sum of money as and for damages for or by reason of the construction and maintenance of a traffic signal and associated facilities and work as now established by the Grantee, and if such traffic signal work shall not be established at the date of these presents, that neither the said Grantor, nor its successors or assigns, shall nor will at any time hereafter ask, demand, recover or receive any such damage by reason of the construction and maintenance of a traffic signal and associated facilities as established or confirmed by the said Grantee.

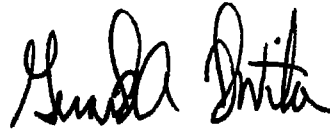
AND the said Grantor, for its successors and assigns, does by these presents further

covenant, promise and agree to and with said Grantee, its successors and assigns, that the said traffic signal easement above described unto the said Grantee, its successors and assigns, against it the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him or them or any of them, shall and will warrant and forever defend.

[INTENTIONALLY LEFT BLANK]

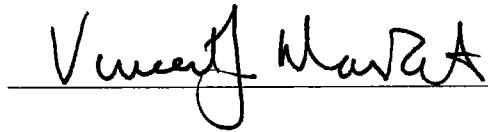
IN WITNESS WHEREOF, Grantor has caused this Deed of Dedication to be duly executed the day and year first above written intending to be legally bound.

GRANTOR  
LSOP 3 PA 2, LLC



By: Gerard A. DeVita  
Title: Manager

WITNESS:



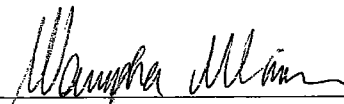
Accepted by Resolution No. 20-2390 of the Board of Commissioners of the TOWNSHIP OF  
UPPER DUBLIN, the 14<sup>th</sup> day of July, 2020

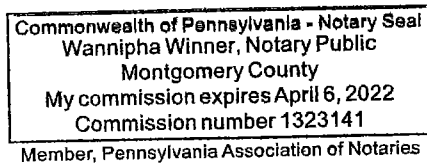
COMMONWEALTH OF PENNSYLVANIA :  
: SS  
GRANTEE OF MONTGOMERY :

**ACKNOWLEDGEMENT**

On this, the 6 day of July, 2020, before me the undersigned officer, personally appeared **Gerard A. DeVita, manager of LSOP 3 PA 2 LLC**, who acknowledged that it is the owner of the property identified as 335 Commerce Drive, Fort Washington, PA 19034, Montgomery Grantee Tax Parcel No. 54-00-04383-08-1, and that as such owner, being authorized to do so, it executed the foregoing Deed of Dedication for the purposes therein contained and desires the same might be recorded as such.

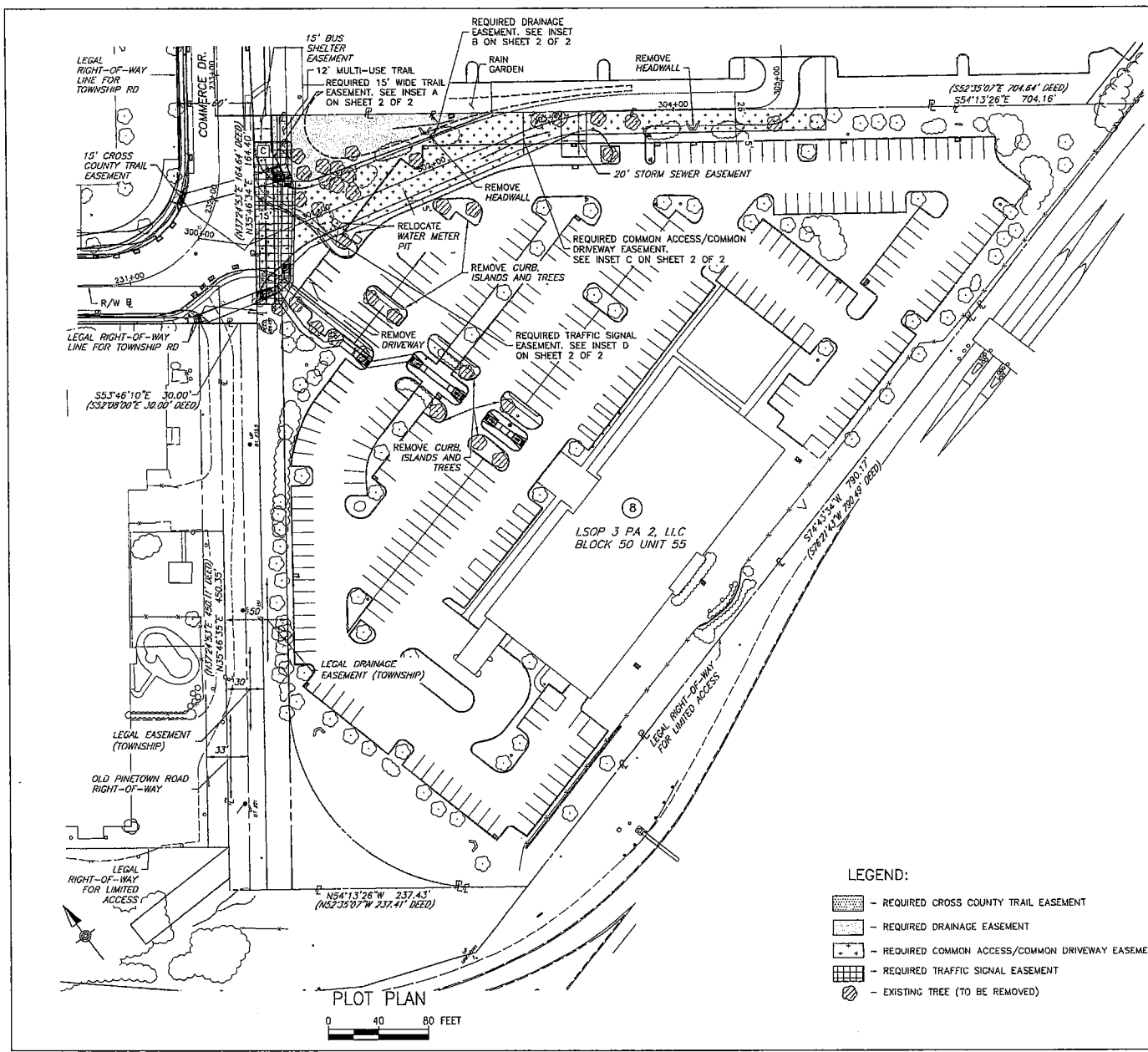
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public



DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-D	MONTGOMERY	0000	FWT R/W	1 OF 2
UPPER DUBLIN TOWNSHIP				
REVISION NUMBER	REVISIONS			BY DATE

RIGHT OF WAY CLAIM INFORMATION			
TWP RTE. <u>COMMERCE DR.</u>	SEC. NO. <u>FWT R/W</u>	TOWNSHIP <u>UPPER DUBLIN TWP.</u>	COUNTY <u>MONTGOMERY</u>
PARCEL NO. <u>8</u>	SHEET NO. <u> </u>	CLAIM NO. <u> </u>	
PROPERTY OWNER(S) <u>LSOP 3 PA 2, LLC</u>			
GRANTOR(S) <u>NATIONWIDE PASSENGER CORPORATION</u>			
DEED BOOK <u>5802</u>	DEED <u>6744</u>	REQUIRED AREA	ACRES
PAGE <u>2224</u>	CALCULATED <u>6740</u>	DRAINAGE EASEMENT	<u>0.102</u>
DATE OF DEED <u>12/12/2011</u>	ADVERSE <u> </u>	ACCESS EASEMENT	<u>0.329</u>
DATE OF RECORD <u>12/31/2013</u>	LEGAL R/W <u> </u>	TRAIL EASEMENT	<u>0.018</u>
CONSIDERATION <u>11,245,300</u>	EFFECTIVE <u>6740</u>	TRAFFIC SIGNAL EASE.	<u>0.089</u>
TAX STAMPS <u>0</u>	REQ'D R/W <u> </u>	TWP. EASEMENT (DRAIN.)	<u>0.524</u>
	TOTAL RESIDUE <u>6740</u>	TWP. EASEMENT (LEGAL)	<u>0.310</u>
		EASEMENT (STORM)	<u>0.015</u>
		EASEMENT (TRAIL)	<u>0.044</u>
		EASEMENT (BUS SHELTER)	<u>0.007</u>
		VERIFICATION DATE	<u>6/11/19</u>
		DRAWN BY	<u>CLP</u>
		SCALE AS SHOWN	



**DRAINAGE EASEMENT.** AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF TOWNSHIP DRAINAGE FACILITIES. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO THE NECESSARY FLOW OF WATER. HOWEVER, NO STRUCTURE OF ANY KIND MAY BE ERRECTED IN THE AREA, NOR MAY ANY PIPE OR DITCH BE CONNECTED TO THE RAIN GARDEN WITHOUT ADVANCED WRITTEN APPROVAL BY THE UPPER DUBLIN TOWNSHIP MUNICIPAL AUTHORITY.

**REQUIRED COMMON ACCESS/Common DRIVEWAY.** LAND ACQUIRED FOR THE BENEFIT AND USE OF THE PROPERTY OR PROPERTIES DESIGNATED, ALONG WITH A TEMPORARY CONSTRUCTION EASEMENT FOR THE BENEFIT AND USE OF THE ADJACENT PROPERTY OWNER (PARCEL ID 54-00-04384-00-8), IF NECESSARY, TITLE SHALL VEST IN THE OWNERS OF THE DESIGNATED PROPERTIES UPON ACQUISITION AND MAINTENANCE RESPONSIBILITY SHALL TRANSFER UPON THE COMPLETION OF CONSTRUCTION, IF ANY.

**TRAIL EASEMENT.** AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF THE MULTI USE TRAIL. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR TRAIL PURPOSES.

**TEMPORARY CONSTRUCTION EASEMENT.** AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY THE AUTHORITY.

**PRIVATE PROPERTY LINES** ARE PLOTTED FROM DEED OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA. PRIVATE PROPERTY LINES WERE NOT SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.

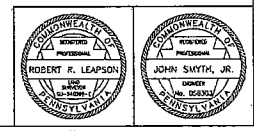
THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

BUILDINGS AND STRUCTURES MARKED **C** HAVE BEEN OR ARE TO BE REMOVED OR ALTERED BY THE UPPER DUBLIN TOWNSHIP MUNICIPAL AUTHORITY RESPONSIBLE FOR THE PAYMENT OF PROPERTY DAMAGES.

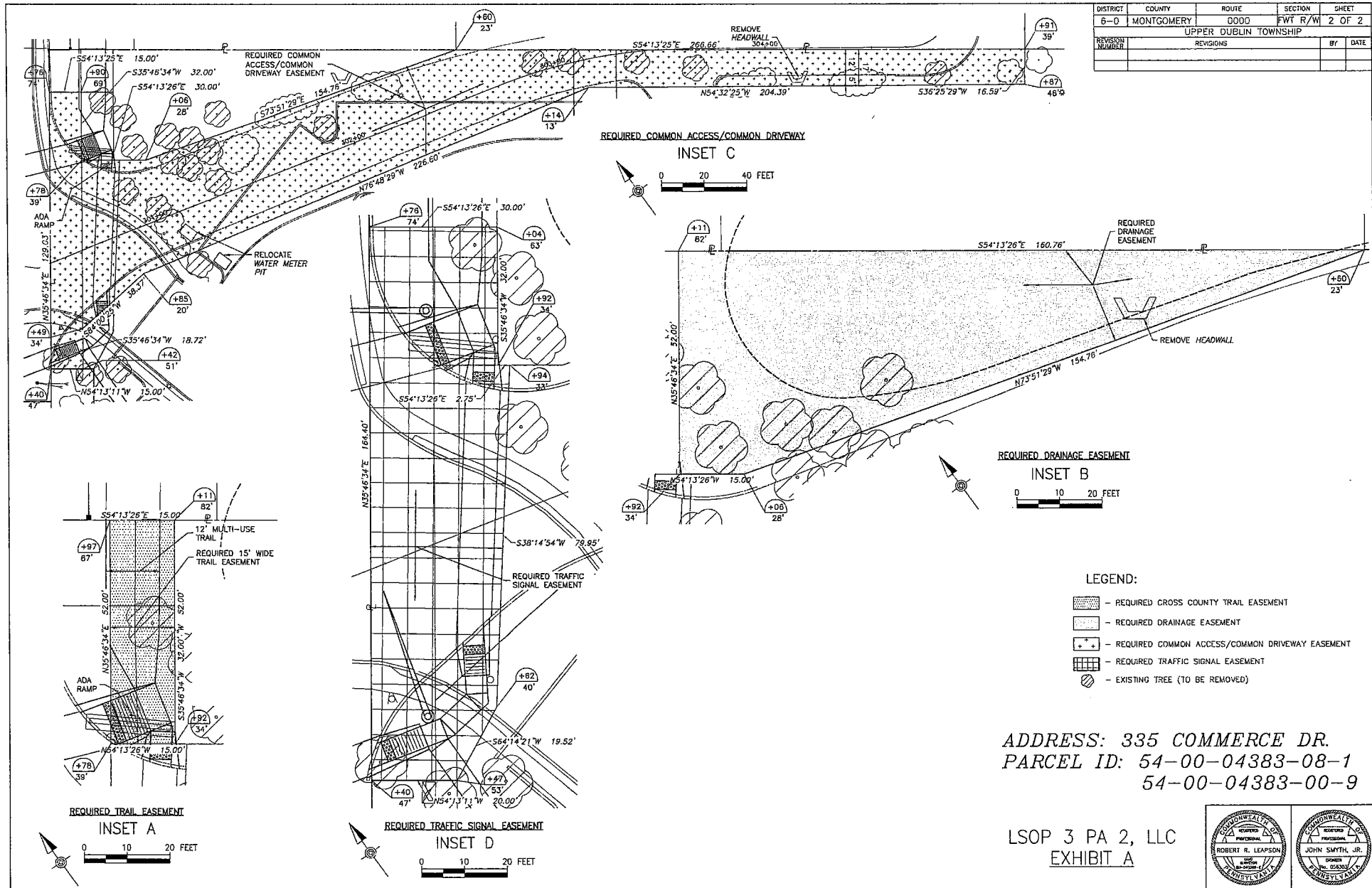
- LEGEND:**
- REQUIRED CROSS COUNTY TRAIL EASEMENT
  - REQUIRED DRAINAGE EASEMENT
  - REQUIRED COMMON ACCESS/Common DRIVEWAY EASEMENT
  - REQUIRED TRAFFIC SIGNAL EASEMENT
  - EXISTING TREE (TO BE REMOVED)

**ADDRESS: 335 COMMERCE DR.**  
**PARCEL ID: 54-00-04383-08-1**  
**54-00-04383-00-9**

**LSOP 3 PA 2, LLC**  
**EXHIBIT A**



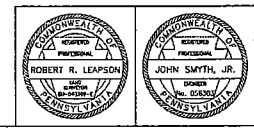
DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	MONTGOMERY	0000	FWT R/W	2 OF 2
UPPER DUBLIN TOWNSHIP				
REVISION NUMBER	REVISIONS	BY	DATE	



- LEGEND:**
- REQUIRED CROSS COUNTY TRAIL EASEMENT
  - REQUIRED DRAINAGE EASEMENT
  - REQUIRED COMMON ACCESS/Common DRIVEWAY EASEMENT
  - REQUIRED TRAFFIC SIGNAL EASEMENT
  - EXISTING TREE (TO BE REMOVED)

ADDRESS: 335 COMMERCE DR.  
 PARCEL ID: 54-00-04383-08-1  
 54-00-04383-00-9

LSOP 3 PA 2, LLC  
 EXHIBIT A



TRAFFIC SIGNAL EASEMENT AGREEMENT  
BETWEEN LSOP 3 PA 2, LLC (GRANTOR) AND  
UPPER DUBLIN TOWNSHIP (GRANTEE)  
EXHIBIT B

**Parcel No.:** 54-00-04383-08-1  
54-00-04383-00-9

**Property Address:** 335 Commerce Drive, Fort Washington, PA 19034

**Owner:** LSOP 3 PA 2, LLC  
2 Post Road West  
Westport, Connecticut, 06880

ALL THAT CERTAIN parcel of land, situate in Upper Dublin Township, Montgomery County, Commonwealth of Pennsylvania, being shown as Traffic Signal Easement from LSOP 3 PA 2, LLC to Upper Dublin Township on a plan thereof dated June 11, 2019 by Boles, Smyth Associates, Inc.: PARCEL 54-00-04383-08-1 and 54-00-04383-00-9 as noted in Deed Book 5900 Page 2044 in the Office of Recorder of Deeds at Norristown, Pennsylvania:

BEGINNING at a point, said point being the northwest property corner, thence along said property line South 35 degrees 46 Minutes 34 Seconds West, 20.00 feet to the Point of Beginning for the Traffic Signal Easement; thence leaving the Legal Right-of-Way for Township Road along the Traffic Signal Easement South 54 degrees 13 Minutes 26 Seconds East, 30.00 feet; thence continuing along the following five courses along Traffic Signal Easement:

1. South 35 degrees 46 Minutes 34 Seconds West, 32.00 feet,
2. South 54 degrees 13 Minutes 26 Seconds East, 2.75 feet,
3. South 38 degrees 14 Minutes 54 Seconds West, 79.95 feet,
4. South 64 degrees 14 Minutes 21 Seconds West, 19.52 feet,
5. North 54 degrees 13 Minutes 11 Seconds West, 20.00 feet to a point on the Legal Right-of-Way for Township Road;

TRAFFIC SIGNAL EASEMENT AGREEMENT  
BETWEEN LSOP 3 PA 2, LLC (GRANTOR) AND  
UPPER DUBLIN TOWNSHIP (GRANTEE)  
EXHIBIT B

Thence along the Legal Right-of-Way for Township Road North 35 degrees 46 Minutes 34  
Seconds East, 164.40 feet to a point, the first mentioned Point of Beginning for the Traffic  
Signal Easement.

CONTAINING 0.089 Acres, More or Less.

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 20-2391**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
UPPER DUBLIN TOWNSHIP RATIFYING AND APPROVING  
AGREEMENT REGARDING POLICE DISCIPLINE.**

**WHEREAS**, following an internal investigation regarding in police officer's performance of duties an Agreement has been reached between the police officer, the Upper Dublin Township Police Association and the Township concerning the disciplinary action to be taken

**WHEREAS**, the Agreement reflects the desires of all parties to resolve any and all matters and issues related to the internal investigation.

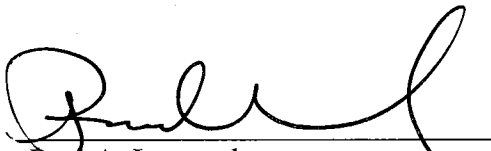
**WHEREAS**, the Board believes that the Agreement is in the best interest of the Township and its Police Department.

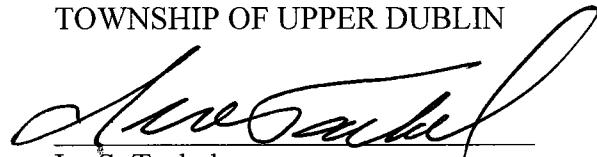
**NOW, THEREFORE**, the Board of Commissioners of Upper Dublin Township hereby approves the Agreement regarding the disciplinary action to be taken and authorizes the Chief of Police to execute the Agreement on behalf of the Township and, together with the Deputy Chief of Police, to effectuate the terms thereof.

APPROVED, by the Board of Commissioners of Upper Dublin Township the 14<sup>th</sup> day of July, 2020.

ATTEST:

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN

  
\_\_\_\_\_  
Paul A. Leonard,  
Secretary/Township Manager

  
\_\_\_\_\_  
Ira S. Tackel,  
President

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 20-2392**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
UPPER DUBLIN TOWNSHIP AUTHORIZING THE EXTENSION  
OF THE AGREEMENT FOR RECYCLING SERVICES WITH J.P.  
MASCARO & SONS, DATED OCTOBER 22, 2015, FOR AN  
ADDITIONAL PERIOD OF SIX MONTHS, WITH CERTAIN  
PRICE CHANGES FOR CERTAIN SERVICES**

**WHEREAS**, the Township of Upper Dublin, Montgomery County, Pennsylvania (the "Township") executed an Agreement for Recycling Services (the "Agreement") with J.P. Mascaro & Sons, dated October 22, 2015, for a term of three (3) years, with Township options to renew for up to an additional two (2) years; and

**WHEREAS**, the Township has exercised both renewal options to extend and renew the Agreement, which renewal term is set to expire on or about November 20, 2020; and

**WHEREAS**, in response to the outbreak of the COVID-19 virus, on March 6, 2020, the Governor's Office of the Commonwealth of Pennsylvania Office issued a Proclamation of Disaster Emergency which authorized "the governing bodies and executive officers of all political subdivisions affected by this emergency to act as necessary to meet the current exigencies as legally authorized under this Proclamation, namely, by the employment of temporary workers, by the rental of equipment, and by entering into such contracts and agreements as may be required to meet the emergency, all without regard to those time consuming procedures and formalities normally prescribed by law, mandatory constitutional requirements excepted"; and

**WHEREAS**, On June 3, 2020, the Governor issued an Amendment to Proclamation of Disaster Emergency which renewed the March 6, 2020 Proclamation of Disaster Emergency for a period of 90 days; and

**WHEREAS**, Section 7501 of the Emergency Management Services Code (35 PA C.S., Section 7501, as amended) (the "Code") also authorizes local governing bodies to declare a disaster emergency and authorizes political subdivisions to "enter into contracts and incur obligations necessary to disaster emergency management, response and recovery"; and

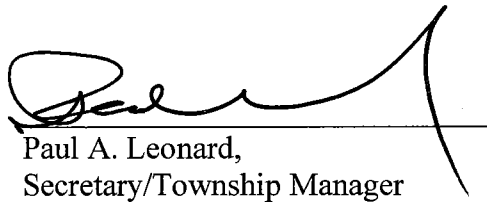
**WHEREAS**, on March 13, 2020, the Township of Upper Dublin adopted a Declaration of Disaster Emergency pursuant to the Code; and

**WHEREAS**, in order to meet and respond to the ongoing public health emergency caused by the COVID-19 pandemic and avoid an interruption in service, the Township must extend the current contract for recycling services beyond its current expiration; and

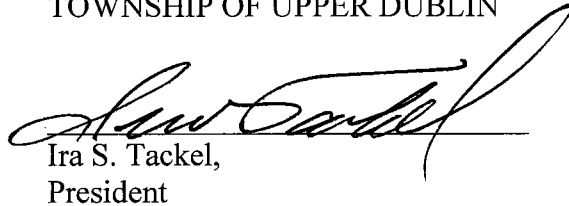
**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Upper Dublin Township that the Township of Upper Dublin is hereby authorized to enter into an Amendment to the Agreement for Recycling Services with J.P. Mascaro & Sons, dated October 22, 2015, in order to extend the term of that Agreement for an additional six (6) month period, subject to certain changes in terms regarding index price rates, as shown on attached Exhibit "A".

RESOLVED by the Board of Commissioners of Upper Dublin Township meeting "virtually" the 11<sup>th</sup> day of August, 2020.

ATTEST:

  
Paul A. Leonard,  
Secretary/Township Manager

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN

  
Ira S. Tackel,  
President

Upper Dublin Township on behalf of the  
 Montgomery County Consortium of Recycling Communities  
 Monthly Invoice Calculation  
 For the Month of

May 2020

				Month	Tons Processed
<u>Commingle Materials</u>				May	270.46
Material	Index Price	% Alloc.	Composition Net Price		
PET	\$ 184.29	9.36%	\$ 17.25		
HD-NAT	\$ 800.00	2.30%	\$ 18.40		
HD-PIG	\$ 80.00	4.78%	\$ 3.82		
MIX PLASTICS	\$ -	1.34%	\$ -		
TIN	\$ 15.00	3.56%	\$ 0.53		
ALUM	\$ 800.00	1.74%	\$ 13.92		
ASEPTIC	\$ 22.50	0.25%	\$ 0.06		
RIGID	\$ 60.00	1.94%	\$ 1.16		
RESIDUE	\$ (80.00)	17.61%	\$ (14.09)		
GLASS	\$ (27.50)	57.12%	\$ (15.71)		
<b>TOTAL</b>		100.00%	\$ 25.34		

				Month	Tons Processed
<u>Single Stream Materials</u>				May	1,204.99
Material	Index Price	% Alloc.	Composition Net Price		
ONP	\$ 15.00	33.15%	\$ 4.97		
OCC	\$ 120.00	13.33%	\$ 16.00		
PET	\$ 184.29	5.39%	\$ 9.93		
HD-NAT	\$ 800.00	1.50%	\$ 12.00		
HD-PIG	\$ 80.00	1.53%	\$ 1.22		
MIX PLASTICS	\$ -	0.17%	\$ -		
TIN	\$ 15.00	2.53%	\$ 0.38		
ALUM	\$ 800.00	1.65%	\$ 13.20		
ASEPTIC	\$ 22.50	0.09%	\$ 0.02		
RIGID	\$ 60.00	0.98%	\$ 0.59		
RESIDUE	\$ (80.00)	17.57%	\$ (14.06)		
GLASS	\$ (27.50)	22.11%	\$ (6.08)		
<b>TOTAL</b>		100.00%	\$ 38.17		

\$ 80 → \$ 84 / ton

**INVOICE CALCULATION:**

Commodity Value	Commingle	\$ (25.34)
Fixed Processing Cost		\$ 98.78
Total Per Ton		\$ 73.44
Tons Processed		270.46
Invoice Amount	May	\$ 19,862.58
Commodity Value	Single Stream	\$ (38.17)
Fixed Processing Cost		\$ 98.78
Total Per Ton		\$ 60.61
Tons Processed		1,204.99
Invoice Amount	May	\$ 73,034.46
<b>Grand Total Invoice Amount</b>		<b>\$ 92,897.04</b>

\$ 98.78 → \$ 135 / ton

Note: Positive amount indicates amount due from MCCRC to J.P. Mascaro & Sons  
 Negative amount indicates amount due from J.P. Mascaro & Sons to MCCRC

Remit To: J.P. Mascaro & Sons  
 PO Box 7250  
 Audubon, PA 19407-7250  
 Attention: Accts Receivable

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 20-2393**

**A RESOLUTION AUTHORIZING THE MONTGOMERY COUNTY  
TAX CLAIM BUREAU TO EXTEND UPSET SALES SCHEDULED  
FOR SEPTEMBER 2020 TO SEPTEMBER 2021.**

**WHEREAS**, the Governor of Pennsylvania and the Board of Commissioners of Upper Dublin Township have issued declarations of disaster emergency due to the current coronavirus pandemic as a result of which, pursuant to 35 Pa.C.S.A. §7501(d), the Township is authorized to temporarily suspend formal requirements pertaining, *inter alia*, to the levying of taxes; and

**WHEREAS**, the Board of Commissioners, considering the current state of disaster emergency, is mindful of the economic hardship caused to residents including the difficulty in the payment of delinquent real estate taxes owed to the Township; and

**WHEREAS**, the Montgomery County Tax Claim Bureau is scheduled to fulfill its statutory obligation to sell at public auction parcels in Upper Dublin Township whose taxes, from two years earlier, remain unpaid or other specified conditions exist; and

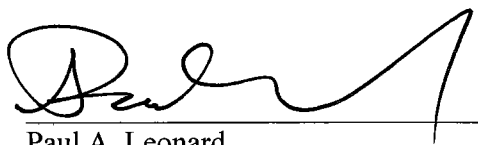
**WHEREAS**, the next upset sale by the Tax Claim Bureau is scheduled to take place on Thursday, September 24, 2020.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Upper Dublin Township, that the Montgomery County Tax Claim Bureau is authorized and requested to stay the upset sale for any parcels in Upper Dublin Township to be sold by reason of the failure to pay Township ad valorem real estate taxes, which sale is currently scheduled for September 24, 2020, and to reschedule such sales for the date in September, 2021 when upset sales will henceforth take place.

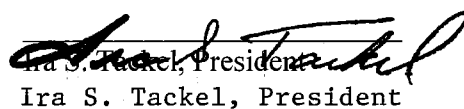
RESOLVED by the Board of Commissioners of Upper Dublin Township meeting “virtually” the 11<sup>th</sup> day of August, 2020.

ATTEST:

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN



Paul A. Leonard,  
Secretary/Township Manager

  
Ira S. Tackel, President

Ira S. Tackel, President

**UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS**  
**MONTGOMERY COUNTY, PA**  
**RESOLUTION NO. 20- 2394**  
**LAND DEVELOPMENT APPLICATION U.D. NO. 19-09 FOR PRELIMINARY LAND**  
**DEVELOPMENT APPROVAL FOR UNION ELECTRIC, 350 COMMERCE DRIVE**

WHEREAS, Union Electric Inc. (“Developer”) is the owner of a property located at 350 Commerce Drive, comprising approximately 1.25 acres of land (the "Property"); and,

WHEREAS, the Property is located in the GFW-Greater Fort Washington Zoning District, and expansion of the existing use is permitted by Conditional Use, and the applicant has applied for Conditional Use approval from the Township; and,

WHEREAS, the Property will be developed pursuant to Preliminary Land Development Plans prepared by Robert E. Blue Consulting Engineers, P.C., dated January 30, 2020, last revised on June 15, 2020, consisting of sheets 1 through 10 (the “Plans”), which is incorporated herein by reference and expressly made a part hereof; and

WHEREAS, the Developer desires to obtain preliminary land development approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary approval of the land development as shown on the Plans subject, however, to the following conditions:

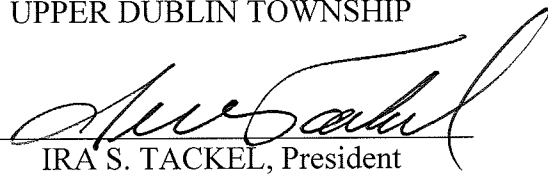
1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.
2. The development shall be constructed in strict accordance with the Plans, the comments and details on the Plans, the terms and conditions of this Resolution, and the terms and conditions of a Land Development Agreement between the Developer and the Township, in a form to be approved by the Township Solicitor and entered into prior to recording of the final plans.
3. The Developer will provide security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements and landscaping shown on the Plans.
4. The Township hereby approves the following waivers from the Subdivision and Land Development Regulations:
  - a. 212-34.B.4, which requires a sealed Registered Landscape Architect plan.
  - b. 212-32.F.4.C, which restricts the maximum number of parking spaces in a row to 12 spaces;
  - c. 212-35.1, which requires a Traffic Impact Study be prepared,
  - d. 212-43.C.2, which requires off-site topography within 100 feet of the property boundary
5. The Developer shall comply with all conditions set forth in the review letter of the Township Engineer, Tom Fountain, dated July 15, 2020, attached as Exhibit ‘A’, except as modified herein.

6. The Developer shall comply with all conditions set forth in the review letter of the Township Landscape Consultant, Land Concepts, dated August 18, 2020, except as modified herein, attached as Exhibit 'B', except as modified herein.
7. The Developer shall comply with all conditions set forth in the review letter of the Township Traffic Consultant, Boles, Smyth Associates, dated July 17, 2020, and an e-mail from Jack Smyth to Jim Ennis dated August 11, 2020, attached as Exhibit 'C', except as modified herein.
8. The Developer shall comply with all conditions set forth in the review letter of the Township Zoning Officer, Jim Ennis, dated July 16, 2020, attached as Exhibit 'D', except as modified herein.
9. The Developer shall comply with all conditions set forth in the review letter of the Township Lighting Consultant, Stan Stubbe, by letter dated August 10, 2020, attached as Exhibit 'E', except as modified herein.
10. The Developer shall comply with all conditions set forth in the review letter of the Montgomery County Planning Commission, by letter dated July 16, 2020, attached as Exhibit 'F', except that the walkway to the building is not required.
11. Developer shall provide to the Township Engineer for his approval the legal descriptions for the easements and rights of way, prior to the Plans being recorded.
12. Developer shall provide a covenant restricting outdoor storage to the satisfaction of the Township Solicitor.
13. Developer shall provide a trail easement satisfactory to the Township Traffic Consultant along the frontage of the property, including metes and bounds description of same.
14. Developer will maintain compliance with the comments pertaining to the design standards of Upper Dublin Township's Subdivision and Land Development Code, as provided within a July 22, 2020 letter from Adam Jacob of Krieger and Associates to A. Victor Meitner, Jr, attached as Exhibit 'G'.
15. Developer shall provide financial security and corresponding agreement regarding estimated construction cost of the pedestrian trail should the trail not be constructed at the same time as the primary building addition.
16. All utilities serving the structures proposed to be built on the Property shall be placed underground.
17. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

18. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent subdivision approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 8<sup>th</sup> day of September, 2020.

UPPER DUBLIN TOWNSHIP

By:   
IRA S. TACKEL, President

ATTEST:

  
PAUL A. LEONARD, Township Manager/Secretary

# Exhibit "A"

July 15, 2020

Union Electric Inc. – Allison D. Smith  
350 Commerce Drive  
Fort Washington, PA 19034

**RE: APPLICATION FOR LAND DEVELOPMENT APPROVAL  
350 COMMERCE DRIVE  
UD #XX-XX**

To whom it may concern:

Upper Dublin Township has received and reviewed an application for land development approval for the tract at 350 Commerce Drive. We offer the following comments and requests regarding this plan:

**Background**

The applicant has an existing business located at this address, improved with a building, parking, and outdoor storage. This proposal includes a one-story building expansion and additional parking spaces, along with a stormwater management area. Applicant has already received zoning variances related to dimensional relief. Our comments are as follows:

1. Applicant requests a waiver from building setback to parking areas, but it's not clear a waiver is required, since the parking spaces are opposite the building wall.
2. 212.xx: Property may require sidewalk and driveway apron repairs to bring sections of the frontage up to minimum engineering standards.
3. 212.xx: The plan proposes parking spaces 17' deep, which is permitted, but the parking bumpers would prevent the vehicle overhang required by the standards. The parking bumpers should be removed.
4. Section 212.xx: Applicant should provide confirmation that additional sewage and water facilities are permitted by the utility authorities.

5. Applicant requests a waiver to allow pipe diameter of 6” from the stormwater system to the street inlets. Within the R-O-W, minimum pipe size of 18” is required.
6. Township must receive appropriate deeds for dedication of R-O-W along Commerce Drive. Also, an easement over the stormwater management system is required for maintenance and access purposes.
7. The plans include some general details, but the final plans need to include Township-approved details for the following:
  - a. Sidewalk and concrete apron (CC200, CC202)
  - b. Inlets, inlet tops, pipe, pipe collars
  - c. Downspout connections
  - d. Roadway restoration
8. The applicant must incorporate requirements and recommendations of the various outside Township consultants, including:
  - a. Township Lighting Consultant
  - b. Township Traffic Consultant (street frontage and pedestrian connectivity improvements)
  - c. Township Fire Marshal
  - d. Township Landscape Consultant

**RECOMMENDATION: FURTHER REVIEW**

The items noted in this letter should be addressed to the Township’s satisfaction. If you have any questions, please do not hesitate to call.

Very truly yours,

Thomas J. Fountain, P.E.  
Upper Dublin Township

cc: Paul Leonard, Township Manager  
Jim Ennis, Township Zoning Officer  
Rick Collier, Landscaping Consultant  
Joe Fielder, Township Code Officer  
Gil High, Township Solicitor  
Tim Schuck, Township Fire Marshal

## Exhibit "B"

**MEMO TO:** Jim Ennis, AICP  
Tom Fountain, P.E.  
Upper Dublin Township

**FROM:** Richard Collier, Jr., FAICP, ASLA  
David S. Cavanaugh, RLA, ASLA  
LandConcepts

**DATE:** August 18, 2020

**Re:** Union Electric Contracting  
350 Commerce Drive  
Preliminary Land Development  
Preliminary Landscape Plan Review  
UD #19-09  
Review #2

---

Per your request, we have reviewed for Code compliance the Landscape Plan submitted to Upper Dublin Township for a proposed land development consisting of a warehouse addition of 4,037 square feet (s.f.) with driveway access from the rear and new 10 space parking lot. As the site is in the Greater Fort Washington District, landscape plans should reflect the Design Standards where possible per Section 8, Article IV. The plans reviewed include 11 sheets. Revised Sheet 5 was provided for review as prepared by Robert E. Blue Consulting Engineers. This review is based on revised plans, dated 07-31-20, Revision 2.

**A. Section B. – General Landscape Information**

B. (4) It is required that Plans be sealed by a Landscape Architect registered in the Commonwealth of Pennsylvania. A signature block and seal must be provided in the final plans. Waiver requested. The waiver request is not supported, and it is recommended that a landscape architect revise the plan.

**B. Section E. – Information required on the Landscape Plan**

E. (1) Landscape Plan will show the following existing and proposed information:

(a) A location map is required on the Landscape Plan and needs to show zoning districts and the land uses for the site and adjacent. This can be added by text to the Landscape Plan (Sheet 5). Provided.

(j) The Landscape Schedule needs to be completed to add spread, caliper for trees and shrub sizes and corrections to meet the Code requirements of the Recommended Plant List (Section I). Several of the Code requirements are not correct in the Landscape Table. Deciduous trees spread is 8', evergreen trees spread is 4', deciduous shrubs height is 30" and spread 24", evergreen shrubs height is 24" and spread is 18".

(l) Plans show a 300 s.f. pedestrian rest area with benches and pavers. Details and specifications should be submitted for review as these are required by this section for hardscape or landscape features. Please note Design Standards for the GFW District. Details were not provided in plans reviewed by our office.

(o) Confirm that the disturbed areas (besides swale/rain gardens) will be sodded per Sheet 8 or if seeded clarify the seed mix. See Detention Basins below (Section F. (5)).

(p) Where trees are to be preserved, Tree Protection Fence (TPF and graphic symbol) is required to be shown on the Landscape Plan. The TPF graphic symbol and detail are included. The symbol needs to be added to this plan as shown on Sheet 7.

(r) The Plantings Calculation table as provided is incomplete and incorrect for some landscape categories. Other landscape categories as noted herein need to be added. Additionally, per this Code section, symbols or labels are required to specify the landscape requirement being addressed by the plantings. The table should include Parking Area Landscaping and Detention Basin Landscaping.

### **C. Section F. Specific Planting Requirements**

The Plans, Compliance Chart, and Landscape Schedule need to be revised as noted below.

**F. (1) Street Trees** – Street Trees are required for new and existing streets.

(a) [2] The number of trees based on the linear feet of road is three and three are shown. Their location permits them to be counted. A site visit indicated that these trees are compromised and in decline. They have been majorly cut due to the wires along the street frontage. The one honey locust has been topped. All show dead branches and peeling bark on several limbs. It is recommended that the three be replaced with suitable Shade Trees and positioned to avoid the wires and to provide shade to the pedestrian resting area and an upgraded streetscape as seen in recent projects in the GFW District. We support replacing the existing Street Trees that are poor and in decline or adding 3 more Street Trees which will become their replacements. MCPC also suggested new street trees.

**F. (2) Softening Buffer** – Softening buffers are required along side and rear yards where Screen Buffers are not required. As a Screen Buffer is not required per subsection F. (3) below, a Softening Buffer is required in accordance with this section. The buffer shown does not meet the Code.

(a) [2] [3] The Softening Buffer must include 2 trees and 6 shrubs per 100 feet of property perimeter and be 25 feet in width and may include a wall or fence.

(b) [1] [2] Not more than 35% of the plants shall be evergreen. Deciduous and semi-deciduous plants maybe used with evergreen species to provide color and a softer, more interesting and natural effect.

A Softening Buffer has been added. It does not meet the 25' width Code requirement and some of the selected species are not adequate Softening Buffer material. A less regular geometric scheme with suitable groupings based on the adjacent uses and their location should be considered and will likely lead to a more attractive landscape and more functional one.

**F. (3) Screen Buffer** – Per Section 212, Table 2, this buffer is not required when the abutting land use or zoning type is the same as in the case of this subject property unless determined by the Board of Commissioners. As such, the Softening Buffer noted above should be shown and revised in the Planting Calculations table.

- (a) [3] The exception is that outside storage areas and trash receptacles shall be screened from view from streets. The dumpsters are visible from Commerce Drive at the end of the internal driveway. Screening can be with fencing, walls or evergreen landscape or a combination. A gated enclosure would satisfy this requirement.

Dumpster area gates are included and meet the screening requirement. A detail of materials should be provided.

**F. (4) Parking Area Landscaping** – Per the requirements of Table 1, Parking Area Landscaping is required at the rate of 1 tree per 10 spaces. As the proposed parking lot is 10 spaces, one tree is required. It appears that two trees are provided with one at each end. That arrangement is supported to provide shade on the asphalt surface and vehicles.

- (c) Raised curbing is required around all planting islands, except those used for stormwater management such as rain gardens where openings are needed. Additionally, curbed planting islands shall be placed at the end of each row of parking spaces which begin or terminate at an internal drive. The latter exists on the south end and the parking lot drains to a swale and to a rain garden. It appears a waiver is needed.

It appears that 2 Parking Lot trees are shown on the plan but are not included in the Planting Calculation table. These should be added and identified as meeting this requirement. Consideration should be given to the shrubs (Blue Rug Juniper) between the parking spaces and swale for a more suitable shrub for these conditions and drainage.

**F. (5) Detention Basin Landscaping - The plan shows stormwater management to be provided by a swale system from the parking lot adjacent to the north side of the warehouse addition to a new rain garden in front of the addition. The same rain garden serves the roof runoff from the warehouse addition.**

This category of landscape is missing from the Planting Calculations table and needs to be added to understand the plantings shown. Groupings of shrubs are shown in the swale and basin as opposed to the edges. The schematic shows shrubs on the top of the berm unlike the plan. Shrubs shown in the swale and basin will create a problem for operation and maintenance. Shrubs will likely spread, grow large and mass making routine maintenance harder/frequent and adding debris. For example, Pussy Willow reaches 15' height and 12' spread and requires significant cutting to control. Some of the shrub species will not do well

in wet conditions such as in the rain garden bottom. Shrubs on the berm will be a better solution and would be Code compliant.

The proposed seed in the swale and rain garden bottom was specified at ERNMX 180 in the rain garden cross section (Sheet 6). The rain garden seed mixes on Sheet 5 for the bottom and side slopes should be labeled as Ernst mix by number or the equivalent mixes. The symbol in the basin bottom and rain garden is missing from the legend. The wetland seed mix and the rain garden seed mix needs to be specified on the plan view and detail and match the Landscape Plan.

The maintenance program for the swale and rain garden is inadequate and should be revised to be more specific about maintenance tasks and timing. For example, lawn maintenance or noxious weed/invasive plant control is a task with no specifications.

**D. Section G - Preservation and Protection of Existing Trees** – N/A (The 3 existing trees along the frontage are retained). See comment above under Street Trees and tree condition with regard to replacement or supplements.

**F. Section I – Recommended Plant List**

In addition to those trees and shrubs proposed that are on the Recommend Plant List, the following are proposed. This list may change given the comment above in Section F. (5) regarding shrub location/wetness and will be reviewed when revised.

*Clethra anifolia* (Summersweet)

*Salix discolor* (Pussy Willow)

*Sambucus canadensis* (Elderberry)

**Other** – The tree symbols on the plan should reflect mature tree size and should differentiate size differences between shade trees, flowering trees, evergreen trees. Further, the same species cannot be a canopy tree and flowering tree as indicated by the tree symbols used. Provided.

**Graphic Note** – The tree images should reflect the species and maturity. For example, a Swamp White Oak should not be shown smaller than a Redbud.

# Exhibit "C"



**Boles, Smyth Associates, Inc.**  
**Consulting Civil Engineers Since 1972**

July 17, 2020

Upper Dublin Township  
801 Loch Alsh Avenue  
Fort Washington, PA 19034

Attn: Mr. James Ennis, AICP, Community Planner and Zoning Officer

Subject: Preliminary Land Development and Conditional Use – 350 Commerce Drive

Dear Mr. Ennis:

Boles, Smyth Associates, Inc. has performed a review of the Preliminary Land Development and Conditional Use Plans dated June 18, 2020 and received on July 2, 2020. The following comment is provided in review of the plans:

1. An objective of the Greater Fort Washington District is to promote a walkable and bikeable community. The Township and Municipal Authority have secured grant funding for construction of the 2.5 mile Cross County Trail through the district. To date, two sections of the asphalt multi-use trail have been constructed and opened. Construction along this section of Commerce Drive will begin in August, 2020. The project will include significant roadway drainage installation, roadway reconstruction, a new traffic signal at the existing 90 degree bend where a future ramp from the PA Turnpike interchange will be constructed and construction of the regional Cross County Trail.

Although the new Cross County Trail will be located on the south side of Commerce Drive, as opposed to along 350 Commerce Drive's frontage, there are plans to provide a local trail connection along the north side of Commerce Drive from the new traffic signal at the 90 degree bend to the traffic signal at Delaware Drive. Therefore, Upper Dublin is requesting a 20 foot wide Trail Easement beyond the existing Legal Right-of-Way to the Township from the property owner of 350 Commerce Drive. This is the same area shown as Ultimate Right-of-Way on the plans. Therefore, the request is to add the "Trail Easement" label to the plans along with the following note:

"The property owner offers to dedicate the 20 foot wide area behind the Legal Right-of-Way shown on this plan as a Trail Easement to Upper Dublin Township for the construction, inspection, maintenance, repair, reconstruction and alteration of a multi-use trail. The easement shall not prevent the property owner from making legal use of the area which is not detrimental to its use for trail purposes."

Please feel free to contact me should you have any questions or require additional information.

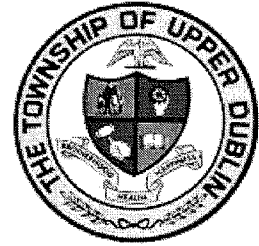
Sincerely,

Jack Smyth Jr., P.E.

cc: Paul Leonard, Upper Dublin Township  
Tom Fountain, Upper Dublin Township

## Exhibit "D"

## Upper Dublin Township Community Planning and Zoning



**To:** Upper Dublin Township Planning Commission  
**From:** Jim Ennis, Community Planner and Zoning Officer  
**Date:** July 16, 2020  
**Subject:** UD #19-9 and CU #2331: Preliminary Land Development Application and Conditional Use Application for the Proposed Construction at 350 Commerce Drive

---

### **Project Description:**

The applications involve the proposed construction of a 4,037 square foot warehouse addition to the Property's existing building. The improvements will also include an expansion of the existing parking area for 10 more off-street spaces to the rear of the Property.

### **Review Comments:**

The Applicant should be prepared to address the following comments during the July 21, 2020 Planning Commission meeting:

1. Conditional Use: 350 Commerce Drive is located in the Township's GFW Greater Fort Washington Zoning District. The use for 350 Commerce Drive is best defined as Light Industrial, which is permitted by Conditional Use within the GFW (Zoning Code Section 255-288.B.(8)). The proposed construction of the addition is an expansion of a Light Industrial Use, which requires Conditional Use approval by the Township's Board of Commissioners.
2. Intent of the GFW Greater Fort Washington Zoning District: Zoning Code Section 255-287 contains the intent of the GFW. The applicants need to state how the proposed project meets the overall intent of the GFW, as identified in sections A through Q.
3. Outdoor Storage and Waste Disposal: The applicant must demonstrate compliance with the requirements of Zoning Code Section 255-289.
4. Traffic Control: The property owners need to cover how the proposed improvements will safely permit vehicles to enter and exit the property (first line of Zoning Code Section 255-291.A).
5. Stormwater Management: The applicant must address how the installation of stormwater management measures will comply with the applicable provisions of the Township Code (Zoning Code Section 255-292).
6. February 24, 2020 Zoning Hearing Board Approval: The proposed project received the granting of variances from the Zoning Hearing Board earlier this year. The variances granted involved a slight reduction in the number of required off-street parking spaces (Section 255-294.D) and not having to install the pedestrian and trail improvements during the construction of the proposed addition (Section 255-293.B.(5)). A condition of

the granted variances is to establish a 20 foot easement along the frontage of 350 Commerce Drive for the future installation of a trail. The applicant must cover how this condition is being addressed.

7. Architectural Plans: The applicant needs to provide architectural renderings and elevations detailing the appearance of the proposed addition (Zoning Code Section 255-296.A.(2)).

8. Submittal of Plans: The applicant needs to cover how the submitted plans fully comply with the requirements found within Zoning Code Section 255-296.A. Special consideration needs to be given to Section 255-296.A.(3) – how the operations effect traffic, noise, glare, pollution, fire or safety hazards; 255-296.A.(4) – the handling and disposal of sewage and industrial waste; 255-296.A.(7) – number of shifts to be worked and maximum number of employees on each shift; and 255-296.A.(8) – how the proposed improvements meet the design standards of the GFW.

9. Guide for Recommendations and Approvals: The applicant needs to cover how the proposed improvements will be in compliance with the applicable requirements found in Zoning Code Section 255-296.C.

10. Loading and Unloading: The applicant must cover how loading and unloading at 350 Commerce Drive will comply with Zoning Code Section 255-138.

11. Off-Street Parking Spaces: Better details are needed to determine if the reduction of the required length for parking spaces is meeting the overhang into a landscaped area allowance.

12. Signage: If any new signage is proposed, then it must conform to the applicable requirements of the Zoning Code. New signage requires the issuance of permits.

13. Other Review Comments: The comments from the Township Engineer, Township Traffic and Transportation Engineering Consultant, the Township Landscape Architecture Consultant, and the Montgomery County Planning Commission need to be addressed during the meeting.

The provided comments within this letter do not grant exemption from the issuance of zoning and building permits. Issuance of permits requires the submittal, and subsequent review for compliance, of permit applications. No use may be established or changed; no structure shall be erected, constructed, reconstructed, altered, razed, removed, and no building used or occupied, or changed in use, until required approvals have been secured from Upper Dublin Township.

Please contact me if you have any questions or require additional information.

Cc: Applicant, Applicant's Attorney, and Applicant's Design Professional Property Record

Exhibit "E"



## STUBBE CONSULTING LLC



Phone: 610 972-9803  
FAX: 610 326-1402

1438 Shaner Drive  
Pottstown, PA 19465

stubbeconsultingllc@gmail.com

August 10, 2020

Mr. James Ennis  
801Loch Alsh Avenue  
Fort Washington, PA 19034

Subject: 350 Commerce Drive, Warehouse Addition  
Site Lighting Review

Dear Mr. Ennis:

In accordance with your request, this office has reviewed the transmitted plan set for the proposed 350 Commerce Drive Warehouse Addition, Sheets 1 - 10, Rev. 1 dated 06/15/20, for relevant exterior lighting information, for compliance with the lighting requirements contained in Township Ordinance Chapter 158-14, [Added 10-8-2002 by Ord. No. 1093], reasonable and customary engineering practices.

Please be advised that no reference to proposed exterior lighting was found in the plan set. If lighting is proposed, it is recommended Applicant be requested to submit a plan depicting proposed lighting locations for free-standing and building-mounted luminaires, a plot of maintained illuminance values, complete catalog numbers of proposed luminaires, a description of the means by which any poles supporting luminaires that are directly behind parking spaces, will be protected from backing vehicles, and a description of the hours of operation of proposed lighting and the device(s) with which the on/off lighting cycle is to be controlled.

If there are questions regarding this review and its recommendations, please advise.

Sincerely,

Stubbe Consulting LLC

C. Stanley Stubbe

## Exhibit "F"

**MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR  
KENNETH E. LAWRENCE, JR., VICE CHAIR  
JOSEPH C. GALE, COMMISSIONER



**MONTGOMERY COUNTY  
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO BOX 311  
NORRISTOWN, PA 19404-0311  
610-278-3722  
FAX: 610-278-3941 • TDD: 610-631-1211  
WWW.MONTCOPA.ORG

JOHN S. COVER, AICP  
INTERIM EXECUTIVE DIRECTOR

July 16, 2020

James Ennis, Community Planner and Zoning Officer  
Upper Dublin Township  
801 Loch Alsh Avenue  
Fort Washington, PA 19034

Re: MCPC #20-0122-001  
Plan Name: Union Electric Facility Expansion  
(10,601 square feet on 1 lot comprising 1.24 acres)  
Situate: 350 Commerce Drive, Cross Street: Delaware Drive  
Upper Dublin Township

Dear Mr. Ennis:

We have reviewed the above-referenced conditional use land development in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on June 30, 2020. We forward this letter as a report of our review.

## BACKGROUND

The applicant, Union Electric, is proposing a 4,037 square foot addition to an existing building and parking lot expansion for 10 off-street parking spaces. The existing Union Electric building has a footprint of 6,564 square feet, and with the proposed building addition the building coverage would be 10,601 square feet. The existing parking lot has 22 parking spaces, and with the parking lot expansion there would be 32 off-street parking spaces provided. A rain garden is proposed for the northeastern side of the site, located to the side and in front of the proposed building addition. No demolition of existing structures or destruction of trees is proposed for the land development.

The site is located within the GFW-Greater Fort Washington Zoning District. Conditional Use approval is required for an expansion of the Light Industrial property within the GFW District. The site is served by public water and sewer.

## COMPREHENSIVE PLAN COMPLIANCE

MONTCO 2040 – The proposal is generally consistent with *MONTCO 2040: A Shared Vision*, which designates the area as "Regional Mixed Use Center" future land use category. Regional Mixed Use Centers are intensely developed suburban cores with significant retail, office, and residential land uses.

Upper Dublin Comprehensive Plan – The changes proposed in this submission help to reach the goals outlined in the Upper Dublin Comprehensive Plan goals to revitalize the office park, promote infill development, and enhance protection of environmental resources.

## RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal; however, in the course of our review we have identified the following issues the applicant and township may wish to consider prior to final plan approval. Our comments are as follows:

## REVIEW COMMENTS

### PEDSTRIAN CONNECTIONS

- A. Trail Easement. Variance was granted from the requirement to provide a pedestrian trail (Section 255-293.B.5), with the condition that a trail easement be provided to the township if and when deemed necessary by the township (Sheet No.1).

We recommend the applicant coordinate with the township on the width and location of the pedestrian trail easement, and encourage the applicant and township to consider agreeing on an easement for dedication to the township prior to final plan approval to ensure that the streetscape is planned appropriately. An agreement on the easement could help to ensure that the location of recommended street trees (in the Landscaping comments below) and the proposed pedestrian rest area are taken into account when planning the route.

- B. Walkway to Building. The applicant is proposing a pedestrian rest area along the frontage of the property and sidewalk. With the Cross County Trail traversing the office park, the pedestrian rest area would be a complementary amenity to provide. We recommend creating a connection between the building and the sidewalk that encourages use of the rest area and provides a safe dedicating walking area as an alternative to the vehicular driveway.

1. The proposed pedestrian rest area design would be appropriate for a bus stop waiting area, but there does not appear to be a bus stop along the frontage of the site. We recommend coordinating with SEPTA on any potential bus service or route changes in the GFW District.

### STREETSCAPING AND DESIGN STANDARDS

We recommend that the applicant reference Article IV Section 212-35.2 *General Manual of Written & Graphic Design Standards: Appendix A* for the Greater Fort Washington District to ensure that the streetscaping adheres to the office park design standards. Specifically, the seating bench style, lighting fixtures, and paving materials of the pedestrian rest area should be consistent with the standards for the district. We encourage using pervious pavers to improve drainage and reduce runoff.

## LANDSCAPING

- A. Street Trees. We recommend the applicant plant two additional trees along the frontage of the property: one behind the pedestrian rest area for shade, and one located between the pedestrian area and driveway. We encourage the applicant to consider the location of the potential future trail easement when planting any additional trees on the property.
- B. Existing Tree. Adjacent to the proposed pedestrian rest area is a large (36") existing tree, which is an asset for the property and the office park generally. When constructing the pedestrian rest area, the 36" existing tree should be protected to avoid disturbing the roots.

## RAIN GARDEN

Based on the information provided, the applicant is proposing a rain garden with a wetland seed /rain garden planting mix (Sheet no. 6). We recommend that the planting mix include low-growing grasses that will not obscure the shrubs. Tall grasses can overgrow the shrubs, which can create issues with mowing and maintenance.

## CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal but we believe that our suggested revisions will better achieve the Upper Dublin's planning objectives for the Fort Washington Office Park.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files. Please print the assigned MCPC number (20-0122-001) on any plans submitted for final recording.

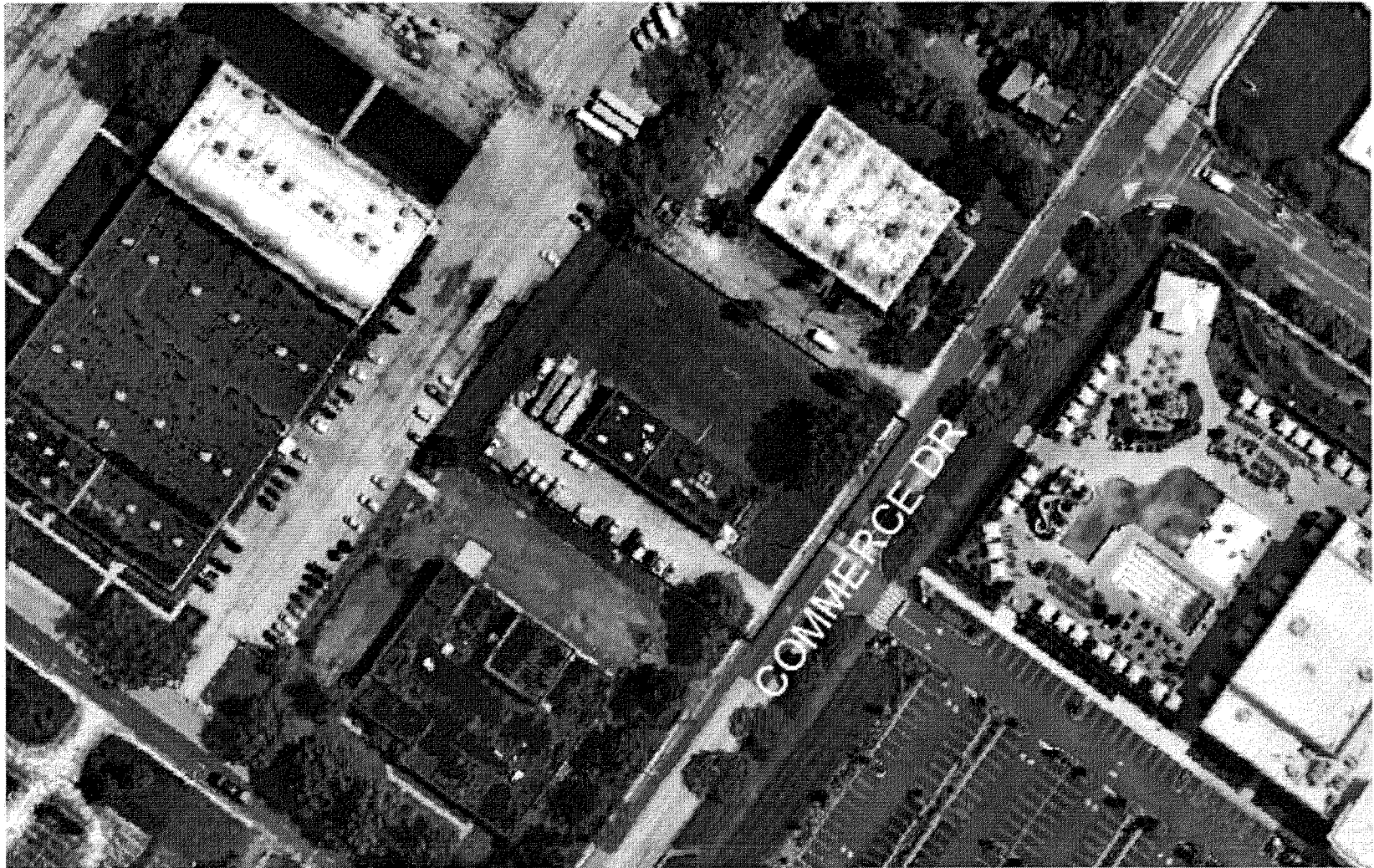
Sincerely,



Claire Warner, Community Planner  
[cwarner@montcopa.org](mailto:cwarner@montcopa.org)  
610-278-3755

Attachments: Reduced Copy of Applicant's Proposed Site Plan  
Aerial Image of Site





**Union Electric Facility Expansion**  
MCPC #200122001

Montgomery  
County  
Planning  
Commission

Montgomery County Geospatial Information Services  
1100 Elm St. • Silver Spring, MD 20910-2211  
p 301.251.3222 • f 301.251.3247  
www.montgomerycountymd.gov  
Aerial photography provided by FreeMap



## Exhibit "G"

# Krieger

KRIEGER + ASSOCIATES ARCHITECTS INC

14 West Highland Avenue  
Philadelphia, PA 19118  
215.247.2020  
kriegerarchitects.com

July 22, 2020

A. Victor Meitner, Jr.  
Attorney at law  
564 Skippack Pike  
Blue Bell, PA 19422

Dear Mr. Meitner:

Subsection Q., see Adam Jacob, Architect response letter attached that shows compliance with Chapter 212, Subdivision and Land Development Ordinance, Article IV, Section 212-35.2, General Manual of Written and Graphic Design Standards.

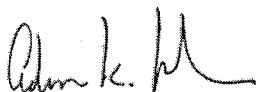
212-35.2.A.(2)(d): Existing building is located with a deep setback and the warehouse addition is not conducive to the build-to-line guidelines as set forth in 212-35.2.A.(2)(a). The lot will be landscaped in accordance with the Streetscape Design Standards outlined in Section 212-35.2.A.(6).

212-35.A.(11)(a): The addition is 32' high, which exceeds the 20' minimum height guidelines set forth in the design standards.

212-35.A.(11)(c) & (d): The warehouse addition has a flat roof with parapet, consistent with both the existing building architecture and the GFW District design standards. The roof lines are naturally varied in height based on the function of both the existing and proposed uses of the building (office and warehouse).

212-35.A.(11)(e) & (f): Rhythm and variation of the façade as set forth in this section of the Design Standards is accomplished by the introduction of sunshading devices, recessed window openings and a natural rhythm of window openings and brick veneer that relate to the existing building design. Undulation in the wall surface and window openings on the ground level of the warehouse were intentionally omitted since the function of the addition as warehouse space requires uniform wall planes for storage/racking.

Sincerely,



Adam Jacob  
Associate, Krieger + Associates Architects Inc.

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION No. 20-2395**

**A RESOLUTION TO APPOINT JOSEPH J. FIELDER AS  
BUILDING CODE OFFICIAL**

**WHEREAS**, pursuant § 73-7 of the Upper Dublin Township Code, the Township of Upper Dublin Board of Commissioners is authorized to appoint a Building Code Official with authority and direction to enforce the provisions of the Code; and

**WHEREAS**, the current Building Code Official, Roger Mason, is retiring from the post, effective September 4, 2020; and

**WHEREAS**, the Board of Commissioners now desires to appoint Joseph J. Fielder as Building Code Official, effective September 5, 2020;

**BE IT RESOLVED**, by authority of the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, Joseph J. Fielder is appointed Building Code Official, effective September 5, 2020.

RESOLVED by the Board of Commissioners of Upper Dublin Township this 13<sup>th</sup> day of October, 2020.

Upper Dublin Township

ATTEST:

By: \_\_\_\_\_

Paul A. Leonard, Secretary

By: \_\_\_\_\_

Ira S. Tackel, President

**TOWNSHIP OF UPPER DUBLIN  
BOARD OF COMMISSIONERS**

**RESOLUTION NO. 20-2396**

**RESOLUTION FOR REVISION TO OFFICIAL SEWAGE FACILITIES PLAN**

RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter “the municipality”).

**WHEREAS**, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the “Pennsylvania Sewage Facilities Act” as amended, and the Rules and Regulations of the Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the municipality to adopt an Official Sewage Facilities Plan (Facilities Plan), providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said Plan, whenever it is necessary to meet the sewage disposal needs of the municipality; and

**WHEREAS**, Upper Dublin Township has prepared a report title, “Upper Dublin WWTP Act 537 Amendment Plan No. 3” which provides for the sewage facilities in a portion of Upper Dublin Township, currently tributary to the Upper Dublin Wastewater Treatment Plant; and

The alternative of choice to be implemented is Option 2 – Alternative No. 1, to abandon the existing Upper Dublin Wastewater Treatment Plant and construct a new sewage pumping station and force main to connect directly to the Ambler Wastewater Treatment Plant. In addition, the proposed amendment to the current Act 537 Plan revises wastewater flow projections for the 5-year, 10-year and the ultimate time frames and adjusts the boundaries of service areas within Upper Dublin Township.

The key implementation activities/dates include:

**MILESTONE**

**ELAPSED TIME  
(FROM DEP PLAN APPROVAL)**

DEP Approval of 537 Plan Amendment No. 3.....0

Complete construction to the pumping stations and associated force main to redirect flows from the Upper Dublin Wastewater Treatment Plant directly to the Ambler Wastewater Treatment Plant.....within 24 months

Complete modifications to the Ambler Wastewater Treatment Plant to accept flows from the Upper Dublin Wastewater Treatment Plant.....within 24 months

Complete demolition of the Upper Dublin Wastewater Treatment Plant.....within 36 months

*\*elapsed times subject to PADEP approval for modifications to Ambler Wastewater Treatment Plant.*

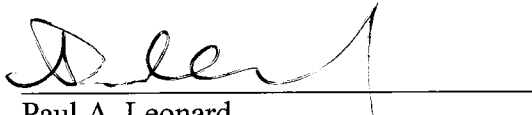
**WHEREAS**, Upper Dublin Township finds that the Act 537 Sewage Facilities Plan Amendment described above conforms to zoning, subdivision, other municipal ordinances and plans and to a comprehensive program of pollution control and water quality management.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Upper Dublin Township hereby adopts and submits to the Department of Environmental Protection for its approval as a revision to the "Official Facilities Plan" of the municipality, the above referenced Facilities Plan. The municipality hereby assures the Department of the complete and timely implementation of the said Plan, as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended).

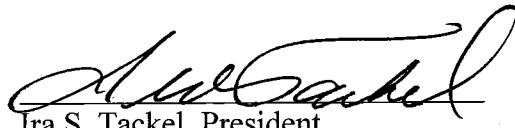
RESOLVED, this 13<sup>th</sup> day of October, 2020, at a public meeting of the Board of Commissioners of Upper Dublin Township.

ATTEST:

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF UPPER DUBLIN



Paul A. Leonard,  
Secretary/Township Manager

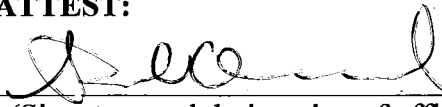


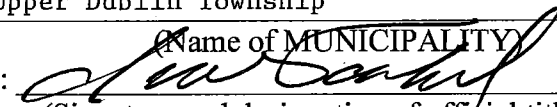
Ira S. Tackel, President

**RESOLUTION NO. 20-2397**

**BE IT RESOLVED**, by authority of the Board of Commissioners  
 (Name of governing body)  
 of the Upper Dublin Township, Montgomery County, and it  
 (Name of MUNICIPALITY)  
 is hereby resolved by authority of the same, that the President of  
 (designate official title)  
 said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

**ATTEST:**

  
 (Signature and designation of official title)  
 Paul A. Leonard, Manager

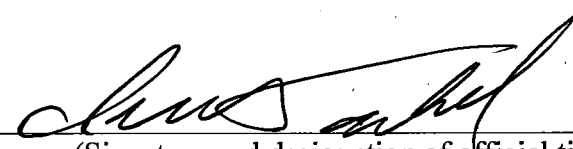
Upper Dublin Township  
 (Name of MUNICIPALITY)  
 By:   
 (Signature and designation of official title)  
 Ira S. Tackel, President

I, Ira S. Tackel, President  
 (Name) (Official title)

of the Board of Commissioners of Upper Dublin Township, do hereby certify that the foregoing  
 (Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the  
Board of Commissioners, held the 13th day of October, 2020.  
 (Name of governing body)

**DATE:** 10/13/2020

  
 (Signature and designation of official title)  
 Ira S. Tackel, President

**NOTE: Signature on the Department signature page of this Agreement must conform with signature on this Resolution.**

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

**WINTER TRAFFIC SERVICES 5 – YEAR**

<b>AGREEMENT NO</b>	<u>3900039365</u>
<b>FID/SSN</b>	<u>23-6003042</u>
<b>SAP VENDOR No.</b>	<u>139085</u>

**THIS AGREEMENT**, fully executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation (“COMMONWEALTH”).

**AND**

Upper Dublin Township of the COMMONWEALTH of Pennsylvania, acting through its authorized officials (“MUNICIPALITY”).

**WITNESSETH;**

**WHEREAS**, certain public highways, including bridges with their approaches, in the MUNICIPALITY have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in the Act of May 29, 1945, P.L. 1108; the Act of June 1, 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389; all as supplemented and amended; and,

**WHEREAS**, the MUNICIPALITY has the equipment, materials and personnel available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways, including bridges with their approaches, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these winter traffic services for the COMMONWEALTH during the Winter Season(s) of **2020-2021; 2021-2022; 2022-2023; 2023-2024; and 2024-2025** (the “Winter Season” for the purpose of this Agreement shall be the period from October 15 to April 30 of each season), subject to payment by the COMMONWEALTH to the MUNICIPALITY as described in this Agreement; and

**WHEREAS**, the MUNICIPALITY shall conduct its winter traffic services in a manner satisfactory to the COMMONWEALTH, in order to facilitate the safe and unimpeded flow of vehicular traffic over said State Highways within the MUNICIPALITY in accordance with the terms, covenants and conditions hereinafter set forth in this Agreement; and

**WHEREAS**, the MUNICIPALITY shall conduct the winter traffic services for and in the agreed amount during the term of this Agreement, regardless of the amount of work required.

**NOW, THEREFORE**, the parties hereto, for and in consideration of the foregoing premises and of the mutual promises set forth below, with the intention of being legally bound, agree as follows:

1. The MUNICIPALITY shall undertake and accomplish the required snow and ice clearance together with the application of anti-skid and/or de-icing materials for the State Highways, including bridges and their approaches, as indicated in Exhibit “A” attached to and made part of this Agreement. The MUNICIPALITY shall perform all work in accordance with all applicable PennDOT Specifications (“Publication 408”), policies and procedures set forth in the PennDOT Highway Maintenance Foreman Manual (“Publication 113”) and the PennDOT Maintenance Manual (“Publication 23”), which all are incorporated by reference into this Agreement as though physically attached. This work shall be performed in a prompt and efficient manner so as to facilitate the safe and unimpeded flow of vehicular traffic over the

## State Highways within the MUNICIPALITY.

2. If, to undertake and accomplish the duties required in Paragraph (1.), the MUNICIPALITY'S forces must traverse a bridge with a posted weight restriction, the MUNICIPALITY agrees to file a permit application with the posting authority and obtain a permit to traverse the bridge pursuant to 67 Pa. Code Chapter 191. The MUNICIPALITY agrees to refile permit applications as needed during the term of this Agreement and to obtain permits for each succeeding winter season for which this Agreement is renewed. Failure to obtain such permits shall be grounds for termination of this Agreement.
3. The COMMONWEALTH shall pay to the MUNICIPALITY, as reimbursement for the services contracted for in this Agreement, the total sum of the rate established for each particular season, as set forth on Exhibit "A," payable on or before November 15th, for each successive Winter Season through the termination of the Agreement. The starting date of this Agreement shall be the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or the date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever comes later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved, except as set forth in Paragraph 4 below. The MUNICIPALITY shall perform all services for the rates set forth in Exhibit "A," regardless of the amount of work required. The COMMONWEALTH is not responsible for paying additional amounts when the MUNICIPALITY incurs costs for the work in excess of the established rate or does not otherwise meet the guidelines contained in the "Severe Winter Adjustment" both set forth in Exhibit "A" of this Agreement.
4. The MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors or contractors shall not be considered employees of the COMMONWEALTH for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.
5. In the event a winter emergency occurs that necessitates winter traffic services prior to the execution of this Agreement, the District Executive on behalf of the COMMONWEALTH may issue a written letter to the MUNICIPALITY finding that an emergency exists under Section 516 of the Procurement Code and authorizing the MUNICIPALITY to perform the services required by this Agreement subject to the terms and conditions of this Agreement. If the MUNICIPALITY receives an emergency winter traffic services letter from the District Executive prior to execution of this Agreement, because of the critical need to provide winter traffic services to assure public safety on the State Highway System, the COMMONWEALTH shall pay the MUNICIPALITY for any costs incurred to service State Highways as a result of the onset of winter weather emergency necessitating the provision of the services under this Agreement between the beginning of the Winter Season and full execution of this Agreement.
6. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30th for each Winter Season.
7. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH. Such work shall be subject to inspection by the Secretary of Transportation, the District Executive, and/or their duly authorized representatives.
8. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COMMONWEALTH in proportion to the period of the Agreement for which services were provided. Therefore, the MUNICIPALITY shall refund to the COMMONWEALTH the balance of the lump sum payment within thirty (30) days of receiving notice from the COMMONWEALTH of the amount due.

9. The COMMONWEALTH reserves the right to terminate this Agreement for convenience if it determined that termination is in the best interest of the COMMONWEALTH. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY, the MUNICIPALITY shall not be further obligated to perform, and the MUNICIPALITY shall be entitled to payment for all eligible actual costs incurred by the MUNICIPALITY pursuant to this Agreement up to the date when termination is effective.
10. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit “B” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the MUNICIPALITY.
11. The MUNICIPALITY shall comply with the following clauses or provisions attached as Exhibit “C” and incorporated here by reference: The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act, the Contractor Responsibility Provisions, and the Enhanced Minimum Wage Provisions.
12. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.
13. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House (“ACH”) Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
  - (a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf)) and electronic addenda information, if desired to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.
  - (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the contractor to properly apply the state agency’s payment to the respective invoice or program.
  - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth’s Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
14. The Department of Transportation and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the MUNICIPALITY to the extent that they relate to the MUNICIPALITY’s performance of this Agreement and the costs incurred by the MUNICIPALITY in providing services under it. The MUNICIPALITY shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.

15. The Agreement constitutes the entire agreement between the parties. No amendment or modifications of this Agreement shall be valid unless it is in writing and duly executed and approved by both parties.
16. This Agreement shall automatically renew for succeeding Winter Seasons at the rate established for each particular season unless either party shall terminate upon written notice to the other on or before July 31<sup>st</sup> preceding the Winter Season in question.
17. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at [www.dot.state.pa.us](http://www.dot.state.pa.us) and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

MUNICIPALITY

[Signature]  
Title: Secretary DATE 10/13/2020

BY [Signature]  
Title Board President DATE 10/13/2020

*If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.*

**DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
District Executive Date

APPROVED AS TO LEGALITY  
AND FORM

\_\_\_\_\_  
for Chief Counsel Date

Certified Funds Available Under  
SAP DOCUMENT NO. 3900039365  
SAP FUND 1058200712  
SAP COST CENTER 7840640000  
GL. ACCOUNT 6344450  
AMOUNT \$483,125.29

BY \_\_\_\_\_  
for Comptroller Operations Date

Contract No. 3900039365 is split 0%, expenditure amount of \$0.00, for federal funds and 100%, expenditure amount of \$483,125.29 for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is Highway Maintenance; 582.

Preapproved Form: OGC No. 18-FA-34.1  
App'd OAG 11/09/2015



7000 Geerdes Blvd.  
King of Prussia, PA 19406

Winter Traffic Services Agreement

Dear Municipal Officials:

Attached is the Exhibit "A" for 2020/2021 season for the above-mentioned agreement in your municipality.

We have received approval to offer an increased rate based on the Maintenance Functional Class (MFC) as outlined below. Please review this exhibit carefully. **If there are any discrepancies or questions concerning the exhibit, mark them in red ink and return it.**

<u>MFC</u>	"B"	"C"	"D"/"E"
	1,267.29	1,183.74	1,095.91

If your municipality accepts the exhibit as it is presented, **we are asking that you complete the form at the bottom of this letter and return it to Venitra Starks at 7000 Geerdes Blvd., King of Prussia, PA 19406 or if more convenient via e-mail to vstarks@pa.gov**

If you wish to terminate your agreement with the Department, please notify this office within two weeks from the date of receipt of this letter. Questions or comments can be referred to Venitra Starks at 610-205-6755 or via e-mail to vstarks@pa.gov

Thank you for your participation in this program.

Sincerely,

John F. Krafczyk  
Assistant District Executive - Maintenance  
District 6-0

Municipality: Upper Dublin Twp Phone No.: 215 643-1600 x3222  
Contact Person: Jonathan Bleemer County: Montgomery  
Address: 801 Loch Aish Avenue Fort Washington PA 19034

2020-21

**CONTRACT EXHIBIT A**  
Revised August 13, 2020

AGREEMENT NO. 3900039365  
YEAR 1  
OF 5

COUNTY: Montgomery  
MUNICIP: Upper Dublin Township  
SAP #

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
63	Tennis Ave to Computer Avenue	422	0000	492	1339	9	B	\$1,267.29	\$11,405.61
63	Jarrettown Road to Computer Avenue	483	0000	493	1360	2.2	B	\$1,267.29	\$2,788.04
152	Chelsea Ave to Welsh Road	70	740	144	2163	11.1	C	\$1,183.74	\$13,139.51
152	Divide portion of SR 152	95	0000	95	543	0.2	C	\$1,183.74	\$236.75
2017	Fitzwatertown Road to Tennis Ave	90	712	170	2636	11	C	\$1,183.74	\$13,021.14
2017	Divided portion of SR 2017	111	0000	111	626	0.4	C	\$1,183.74	\$473.50
2017	SR 309 interchange area	161	0000	161	814	0.3	C	\$1,183.74	\$355.12
2018	Pennsylvania Ave to Tennis Ave	90	871	130	2017	6.4	C	\$1,183.74	\$7,575.94
2020	Bethlehem Pike to Welsh Road	50	0000	80	1207	4	C	\$1,183.74	\$4,734.96
2021	North Hills Ave to Fitzwatertown Rd	110	1412	110	3219	1	C	\$1,183.74	\$1,183.74
2022	Bethlehem Pike to Limekiln Pike	20	0000	70	2175	8.5	C	\$1,183.74	\$10,061.79
2024	Limekiln Pike to Welsh Road	10	0000	40	1400	4.4	C	\$1,183.74	\$5,208.46
2027	Chelsea Ave to Oreland Mill Road	30	0000	40	3253	3.1	C	\$1,183.74	\$3,669.59
2028	Pennsylvania Avenue to Limekiln Pike	30	0000	50	3548	3.6	C	\$1,183.74	\$4,261.46
2037	Pennsylvania Ave (SR 2027) to Fort Washington Ave	12	0000	12	2742	1	C	\$1,183.74	\$1,183.74
2037	Pennsylvania Ave (SR 2027) to Fort Washington Ave	13	0000	13	2742	1	C	\$1,183.74	\$1,183.74
2038	Limekiln Pike to Woodland Road	10	0000	40	1078	5.9	C	\$1,183.74	\$6,984.07
2052	Tennis Ave to Welsh Road	42	0000	62	706	2.6	B	\$1,267.29	\$3,294.95
9105	Limekiln Pike Connector Road	10	0000	10	426	0.2	C	\$1,183.74	\$236.75

\*For the Standard Agreement, rates may vary per county depending on the MFC- see Attachment A Rate Schedule

\*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

MILEAGE MFC B =	13.8	TOTAL COST =	\$90,998.86
MILEAGE MFC C =	62.1		
MILEAGE MFC D =	0		
MILEAGE MFC E =	0		
TOTAL MILEAGE	75.90		

TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

<u>Suggested Total Amount Encumbrance</u>	
1st Year:	\$90,998.86
2nd Year:	\$93,728.82
3rd Year:	\$96,540.69
4th Year:	\$99,436.91
5th Year:	\$102,420.01
TOTAL:	\$483,125.29

EXHIBIT B

**Contract Provisions – Right to Know Law**

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

- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

## EXHIBIT "C"

**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate 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.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall 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 the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
4. The Contractor and each subcontractor shall not 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 the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor 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 their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from

and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

## EXHIBIT "C"

**CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

**1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
  - (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"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, the 4 Pa. Code §7.153(b), shall apply.
- g. **"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.

**2.** In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or 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 of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall 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 prior to Commonwealth execution of the contract. Contractor shall 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 Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (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 is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for

cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- g. When 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 such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to 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. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall 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. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall 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. Such information may include, but shall 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. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall 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 otherwise.

EXHIBIT "C"

**PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act*, 28 C. F. R. § 35.101 *et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II of the Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

## EXHIBIT "C"

**Contractor Responsibility Provisions**

For the purpose of these provisions, the term contractor is defined 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 of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

**1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/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 so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

**2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/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.

**3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

**4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

**5.** The Contractor agrees to 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 or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be 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.

**6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

## EXHIBIT "C"

**Enhanced Minimum Wage Provisions (July 2018)**

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 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 contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would 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 applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
  - b. covered by a collective bargaining agreement;
  - c. 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
  - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions 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.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

## RESOLUTION

NO. 20-2398

### **A Resolution Authorizing The Dedication Of Parcel 2C (2,653 Sq.Ft) To The Commonwealth Of Pennsylvania For A Public Street**

**WHEREAS**, Upper Dublin Township (hereinafter “Township”) holds, occupies and maintains a right-of-way abutting the westerly side of Welsh Road (SR 0063) near its intersection with Jarrettown Road, being a portion of the right of way granted to the Township by MJE Builders, Inc. of Pennsylvania by deed dated February 20, 1991, which portion is described in Exhibit “A” attached hereto (hereinafter “Parcel 2C”); and

**WHEREAS**, BT Dreshertown, L.P. (hereinafter “Owner”) is in title to property located on the East side of Dreshertown Road at its intersection with Welsh Road, Montgomery County, Pennsylvania 19025, which parcel of real estate is referred to as County Tax Parcel No. 54-00-05242-00-5 (hereinafter the “Property”); and

**WHEREAS**, Owner has received final Land Development Approval from the Township for the development of the Property pursuant to a Final Land Development Plan for “The Promenade” prepared by Gilmore & Associates, Inc., dated February 10, 2017, last revised January 10, 2018., consisting of sheets 1 through 60, recorded in the Office of the Montgomery County Recorder of Deeds (hereinafter the “Final Plans”); and

**WHEREAS**, in furtherance of the Final Plans Owner desires to widen and otherwise improve Welsh Road at or near the intersection of Jarrettown Road (hereinafter the “Project”) within a Township owned right-of-way as set forth hereinabove, and in furtherance of the Final Plans and has requested the Township to dedicate a portion thereof described as set forth in the


Deed of Dedication attached as Exhibit "A" to the Commonwealth of Pennsylvania in order to secure a Highway Occupancy Permit authorizing the Project; and

**WHEREAS**, the Township finds it to be in the public interest that the Project be completed and that the additional right of way be so dedicated.

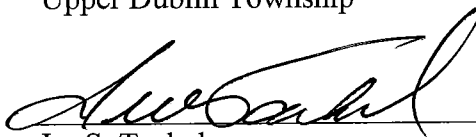
**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, that IRA S. TACKEL, President of the Board of Commissioners, be and he is hereby authorized to sign the attached Deed of Dedication for a widened portion of Welsh Road (S.R. 0063) granted to the Commonwealth of Pennsylvania, and that PAUL A. LEONARD, Secretary of the Board of Commissioners, be and he is hereby authorized and directed to attest and seal the same.

Date : October 13, 2020.

ATTEST :

  
Paul A. Leonard  
Title : Township Manager/Secretary

Board of Commissioners of  
Upper Dublin Township

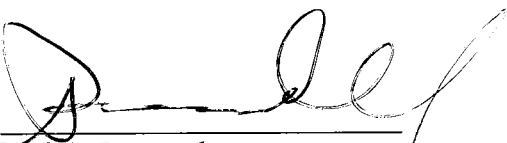
By:   
Ira S. Tackel  
Title : President

( SEAL )

### CERTIFICATION

I, Paul A. Leonard, Secretary of the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Commissioners held on Tuesday, October 13, 2020.

( SEAL )

By:   
Paul A. Leonard  
Title : Secretary

Date:

# Exhibit "A"

**Prepared By:** McMahon Associates, Inc.  
425 Commerce Drive, Suite 200  
Fort Washington, PA 19034

**Return To:** McMahon Associates, Inc.  
425 Commerce Drive, Suite 200  
Fort Washington, PA 19034  
Attn: Brian DiBiase

**Site Location:** (Part of) Tax Parcel No. 54-00-00000-00-0  
Welsh Road (Parcel 2C)

M-950 D2 (6-11)



COUNTY	Montgomery
SR – SEGMENT-OFFSET	S.R 0063, Segment 0472 Offset 1211 to Offset 1550
MUNICIPALITY	Upper Dublin Township
APPLICATION/PERMIT NO.	ePS No. 141612
APPLICANT/PERMITTEE	BT Dreshertown, LP

**DEED OF EASEMENT**  
(No Monetary Consideration)

THIS INDENTURE, made this 13<sup>th</sup> day of October, 2020 by Township of Upper Dublin owner(s) of property affected by the proposed construction or improvement of the above mentioned State Route under the referenced highway occupancy application/permit, its heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

**W I T N E S S E T H:**

WHEREAS the COMMONWEALTH has received an application from the GRANTOR for issuance of a highway occupancy permit for access to the above referenced highway; and

WHEREAS the parties hereto have agreed that, as a condition to issuance of the referenced permit, the GRANTOR will convey to the COMMONWEALTH a highway easement unlimited in vertical dimension and other estate(s) as designated, if any, from the property or portion thereof required by the COMMONWEALTH,

NOW, THEREFORE, in consideration of the benefits to the property of the GRANTOR, the GRANTOR does hereby grant and convey to the COMMONWEALTH a easement for highway purposes and such other estate(s), if any, as designated on the plot plan attached hereto and made a part hereof and set forth below.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by MJE Builders, Inc. of Pennsylvania, dated February 20, 1991 and recorded in Deed Book 4973, Page 842, together with the improvements, hereditaments and appurtenances thereto. This conveyance contains 2,653 s.f (0.061 Ac.). And the GRANTOR warrants GENERALLY the property hereby conveyed.

Reserving, however, to the GRANTOR the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the COMMONWEALTH, from mine shafts or by means of wells located off the right-of-way.

The GRANTOR does further indemnify the COMMONWEALTH, its employees or representatives against any claim, demand or judgment of any type made by any lessee or easement holder of the aforesaid property who is not an Applicant/Permitee under the referenced application/permit and who may be adversely affected by the construction of the improvements to the demised premises or in the State highway right of way pursuant to the referenced application/permit.

**Certificate of Residence**

I hereby certify the Grantee's precise residence to be:

7000 Geerdes Boulevard  
King of Prussia, PA 19406

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Agent for the Commonwealth of Pennsylvania  
Department of Transportation

[remainder of page intentionally left blank]

The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

**INDIVIDUALS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENTITIES\***

GRANTOR:

Upper Dublin Township

(Name of Entity)

BY: *Ira S Tackel*  
Ira S Tackel, President, Board of Commissioners

BY: \_\_\_\_\_

\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

**INDIVIDUAL**

**ENTITY**

<p>STATE OF PENNSYLVANIA  COUNTY OF _____  On this _____ day of _____, 20____,  before me, _____,  the undersigned officer, personally appeared _____,  _____, known to me  (or satisfactorily proven) to be the person(s) whose  name(s) _____ subscribed to the within instrument,  and acknowledged that _____ executed the  instrument for the purposes contained in it.  In witness whereof, I hereto set my hand and official  seal.  _____  [Signature]  _____  [Title]  [Seal]</p>	<p>STATE OF PENNSYLVANIA  COUNTY OF <u>Montgomery</u>  On this <u>9<sup>th</sup></u> day of <u>April</u>, 20<u>21</u>,  before me, <u>Cheryl Milnazik</u>, the  undersigned officer, personally appeared  <u>Ira S. Tackel</u>, who  acknowledged <u>himself</u> to be the  <u>President Board of Commissioners</u> [title] of  <u>Township of Upper Dublin</u> [name of  entity], and that as such <u>President Board of</u>  <u>Commissioners</u> [title], being authorized to do  so, executed the foregoing instrument for the purposes  contained in it by signing on behalf of the entity as  <u>President Board of Commissioners</u> [title].  In witness whereof, I hereto set my hand and official  seal.  <u>Cheryl Milnazik</u> [Signature]  <u>Notary</u> [Title]  [Seal]</p> <div data-bbox="883 1604 1300 1759" style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Commonwealth of Pennsylvania - Notary Seal  Cheryl Milnazik, Notary Public  Montgomery County  My commission expires July 7, 2023  Commission number 1263488  Member, Pennsylvania Association of Notaries</p> </div>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------





McMAHON ASSOCIATES, INC.  
425 Commerce Drive, Suite 200  
Fort Washington, PA 19034  
p 215-283-9444 | f 215-283-9447

**PRINCIPALS**

Joseph J. DeSantis, P.E., PTOE  
John S. DePalma  
Casey A. Moore, P.E.  
Gary R. McNaughton, P.E., PTOE  
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Dean A. Carr, P.E.  
Jason T. Adams, P.E., PTOE  
Christopher K. Bauer, P.E., PTOE

**FOUNDER**

Joseph W. McMahon, P.E.

October 14, 2020

**DESCRIPTION OF REQUIRED RIGHT-OF-WAY (EASEMENT FOR HIGHWAY PURPOSES)  
FOR LANDS OF THE TOWNSHIP OF DUBLIN**

All that certain required piece of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 20th day of February 1991 in Deed Book 4793, Page 842 and recorded at Norristown in the Office for the Recorder of Deeds in and for the County of Montgomery. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF REQUIRED RIGHT-OF-WAY (EASEMENT FOR HIGHWAY PURPOSES) FOR LANDS OF THE TOWNSHIP OF UPPER DUBLIN " dated October 14, 2020, as follows to wit;

Beginning at a point of intersection of the southwesterly Legal Right-of-Way line of Welsh Road (SR 0063) (38.5' feet wide) with the southeasterly line of lands of grantor, thence extending the following courses and distances:

- 1) Along the southeasterly lands of grantors, South 38 degrees 13 minutes 44 seconds West, 18.71 feet to a point of non-tangent curvature on the southwesterly Required right-of-Way line of Welsh Road.
- 2) Along the Required Right-of-Way line of Welsh Road, on a line curving to the left, having an arc length of 18.84 feet, a radius of 30.00 feet, a chord length of 18.53 feet, and a chord bearing of North 35 degrees 53 minutes 36 seconds West to a point of tangency on the southeasterly Legal Right-of-Way line of Welsh Road.
- 3) Along the southwesterly Required Right-of-Way line of Welsh Road, North 53 degrees 53 minutes 04 seconds West, 321.00 feet to a point.
- 4) Along the southwesterly Required Right-of-Way line of Welsh Road, North 36 degrees 06 minutes 56 seconds East, 5.64 feet to a point on the Legal Right-of-Way line of Welsh Road.

- 5) Along the southwesterly Legal Right-of-Way line of Welsh Road, South 53 degrees 31 minutes 08 seconds East, 167.91 feet to an angle point.
- 6) Along the southwesterly Legal Right-of-Way line of Welsh Road, North 36 degrees 28 minutes 52 seconds East, 4.00 feet to an angle point.
- 7) Along the southwesterly Legal Right-of-Way line of Welsh Road, South 53 degrees 31 minutes 08 seconds East, 100.00 feet to an angle point.
- 8) Along the southwesterly Legal Right-of-Way line of Welsh Road, North 36 degrees 28 minutes 52 seconds East, 5.50 feet to an angle point.
- 9) Along the southwesterly Legal Right-of-Way line of Welsh Road, South 53 degrees 31 minutes 08 seconds East, 71.36 feet to the point and place of beginning.

Containing 2,653 square feet, or 0.061 Acres.

I:\eng\815367\dwg\Phase 2 - Promenade (Welsh Rd and Signal)\Exhibits\Legal Descriptions\Parcel 2C Upper Dublin Township to PennDOT Legal Description TPN 54-00-90137-00-7.docx

**RESOLUTION**

**NO. 20-2399**

**A Resolution Authorizing The Dedication Of Parcel 2D (407 Sq.Ft)  
To The Commonwealth Of Pennsylvania For A Public Street**

**WHEREAS**, Upper Dublin Township (hereinafter “Township”) holds, occupies and maintains a right-of-way known as Jarrettown Road (T-331), a Township street, a portion of which abuts the westerly side of Welsh Road (SR 0063) and is described in Exhibit “A” attached hereto (hereinafter “Parcel 2D”); and

**WHEREAS**, BT Dreshertown, L.P. (hereinafter “Owner”) is in title to property located on the East side of Dreshertown Road at its intersection with Welsh Road, Montgomery County, Pennsylvania 19025, which parcel of real estate is referred to as County Tax Parcel No. 54-00-05242-00-5 (hereinafter the “Property”); and

**WHEREAS**, Owner has received final Land Development Approval from the Township for the development of the Property pursuant to a Final Land Development Plan for “The Promenade” prepared by Gilmore & Associates, Inc., dated February 10, 2017, last revised January 10, 2018, consisting of sheets 1 through 60, recorded in the Office of the Montgomery County Recorder of Deeds (hereinafter the “Final Plans”); and

**WHEREAS**, in furtherance of the Final Plans Owner desires to widen and otherwise improve Welsh Road at or near the intersection of Jarrettown Road (hereinafter the “Project”) within a Township owned right-of-way as set forth hereinabove, and in furtherance of the Final Plans and has requested the Township to dedicate a portion thereof described as set forth in the

Deed of Dedication attached as Exhibit "A" to the Commonwealth of Pennsylvania in order to secure a Highway Occupancy Permit authorizing the Project; and

**WHEREAS**, the Township finds it to be in the public interest that the Project be completed and that the additional right of way be so dedicated.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, that IRA S. TACKEL, President of the Board of Commissioners, be and he is hereby authorized to sign the attached Deed of Dedication for a widened portion of Welsh Road (S.R. 0063) granted to the Commonwealth of Pennsylvania, and that PAUL A. LEONARD, Secretary of the Board of Commissioners, be and he is hereby authorized and directed to attest and seal the same.

Date : October 13, 2020.

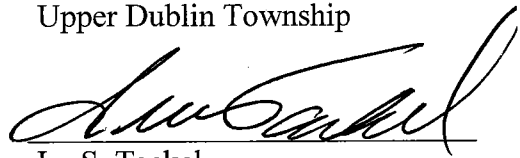
ATTEST :

Board of Commissioners of  
Upper Dublin Township



Paul A. Leonard  
Title : Township Manager/Secretary

By:



Ira S. Tackel  
Title : President

( SEAL )

### CERTIFICATION

I, Paul A. Leonard, Secretary of the Board of Commissioners of Upper Dublin Township, Montgomery County, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Commissioners held on Tuesday, October 13, 2020.

( SEAL )

By



Paul A. Leonard  
Title : Secretary

Date:

# Exhibit “A”

**Prepared By:** McMahon Associates, Inc.  
425 Commerce Drive, Suite 200  
Fort Washington, PA 19034

**Return To:** McMahon Associates, Inc.  
425 Commerce Drive, Suite 200  
Fort Washington, PA 19034  
Attn: Brian DiBiase

**Site Location:** (Part of) Tax Parcel No. 54-00-00000-00-0  
Welsh Road (Parcel 2D)

M-950 D2 (6-11)



COUNTY	Montgomery
SR – SEGMENT-OFFSET	S.R 0063, Seg 0472, Off 1583 to Seg 0482, Off 0024
MUNICIPALITY	Upper Dublin Township
APPLICATION/PERMIT NO.	ePS No. 141612
APPLICANT/PERMITTEE	BT Dreshertown, LP

**DEED OF EASEMENT**  
(No Monetary Consideration)

THIS INDENTURE, made this 13<sup>th</sup> day of October, 2020 by Township of Upper Dublin owner(s) of property affected by the proposed construction or improvement of the above mentioned State Route under the referenced highway occupancy application/permit, its heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

**WITNESSETH:**

WHEREAS the COMMONWEALTH has received an application from the GRANTOR for issuance of a highway occupancy permit for access to the above referenced highway; and

WHEREAS the parties hereto have agreed that, as a condition to issuance of the referenced permit, the GRANTOR will convey to the COMMONWEALTH a highway easement unlimited in vertical dimension and other estate(s) as designated, if any, from the property or portion thereof required by the COMMONWEALTH,

NOW, THEREFORE, in consideration of the benefits to the property of the GRANTOR, the GRANTOR does hereby grant and convey to the COMMONWEALTH a easement for highway purposes and such other estate(s), if any, as designated on the plot plan attached hereto and made a part hereof and set forth below.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by Declaration of Taking, dated April 5, 1989 and recorded in Deed Book 4909, Page 76, together with the improvements, hereditaments and appurtenances thereto. This conveyance contains 407 s.f. (0.009 Ac). And the GRANTOR warrants GENERALLY the property hereby conveyed.

Reserving, however, to the GRANTOR the right to deep mine minerals and remove gas and oil within the areas hereunder acquired from a minimum depth to be determined by the COMMONWEALTH, from mine shafts or by means of wells located off the right-of-way.

The GRANTOR does further indemnify the COMMONWEALTH, its employees or representatives against any claim, demand or judgment of any type made by any lessee or easement holder of the aforesaid property who is not an Applicant/Permitee under the referenced application/permit and who may be adversely affected by the construction of the improvements to the demised premises or in the State highway right of way pursuant to the referenced application/permit.

**Certificate of Residence**

I hereby certify the Grantee's precise residence to be:

7000 Geerdes Boulevard  
King of Prussia, PA 19406

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Agent for the Commonwealth of Pennsylvania  
Department of Transportation

[remainder of page intentionally left blank]

The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

**INDIVIDUALS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENTITIES\***

GRANTOR:

Upper Dublin Township

(Name of Entity)

BY: *Ira S Tackel*  
Ira S Tackel, President, Board of Commissioners

BY: \_\_\_\_\_

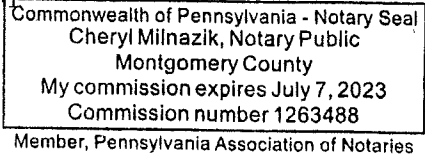
\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual Section 3.06.

**INDIVIDUAL**

STATE OF PENNSYLVANIA  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_  
\_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person(s) whose  
name(s) \_\_\_\_\_ subscribed to the within instrument,  
and acknowledged that \_\_\_\_\_ executed the  
instrument for the purposes contained in it.  
In witness whereof, I hereto set my hand and official  
seal.  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
[Title]  
[Seal]

**ENTITY**

STATE OF PENNSYLVANIA  
COUNTY OF Montgomery  
On this 9<sup>th</sup> day of April, 2021,  
before me, Cheryl Milnazik, the  
undersigned officer, personally appeared  
Ira S. Tackel, who  
acknowledged him self to be the  
President Board of Commissioners [title] of  
Township of Upper Dublin [name of  
entity], and that as such President Board of  
Commissioners [title], being authorized to do  
so, executed the foregoing instrument for the purposes  
contained in it by signing on behalf of the entity as  
President Board of Commissioners [title].  
In witness whereof, I hereto set my hand and official  
seal.  
Cheryl Milnazik [Signature]  
Notary [Title]  
[Seal]







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October 14, 2020

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FOR LANDS OF THE TOWNSHIP OF DUBLIN**

All that certain required piece of land situate in the Township of Upper Dublin, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in a Declaration of Taking dated the 5th day of April 1989 in Deed Book 4907, Page 76 and recorded at Norristown in the Office for the Recorder of Deeds in and for the County of Montgomery. Bounded and described in accordance with a plan made by McMahon Associates, Inc., Fort Washington, PA, entitled "PLAN OF REQUIRED RIGHT-OF-WAY (EASEMENT FOR HIGHWAY PURPOSES) FOR LANDS OF THE TOWNSHIP OF UPPER DUBLIN" dated October 14, 2020, as follows to wit;

Beginning at a point being the northwesterly corner of lands of grantor, thence extending the following courses and distances:

- 1) Along the northeasterly lands of grantor, South 53 degrees 31 minutes 02 seconds East, 24.95 feet to a point of non-tangent curvature on the Legal Right-of-Way line of Jarrettown Road (T-331) (61.5' wide).
- 2) Along the Legal Right-of-Way of Jarrettown Road, on a line curving to the left, having an arc length of 7.63 feet, a radius of 5.00 feet, a chord length of 6.91 feet, and a chord bearing of South 82 degrees 44 minutes 28 seconds West to a point of tangency on the southeasterly Legal Right-of-Way line of Jarrettown Road.
- 3) Along the southeasterly Legal Right-of-Way line of Jarrettown Road, South 39 degrees 01 minutes 28 seconds West, 15.24 feet to a point on the southwesterly Required Right-of-Way line of Welsh Road (SR 0063).
- 4) Along the southwesterly Required Right-of-Way line of Welsh Road, North 54 degrees 03 minutes 58 seconds West, 19.83 feet to a point on the northwesterly lands of grantor.

5) Along the northwesterly lands of grantor, North 38 degrees 01 minutes 52 seconds East, 20.20 feet to the point and place of beginning.

**Containing 407 square feet, or 0.009 Acres.**

I:\eng\815367\dwg\Phase 2 - Promenade (Welsh Rd and Signal)\Exhibits\Legal Descriptions\Parcel 2D Upper Dublin Township to PennDOT Legal Description.docx