

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval for Fireworks Contract for 300th Anniversary Community Day Event

MEETING DATE: November 25, 2013

ITEM NUMBER: #18

MEETING/AGENDA:

ACTION xx

NONE

REASON FOR CONSIDERATION: Operational: Policy: Discussion: xx Information:

INITIATED BY: Stacy Crandell
Assistant to the Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman
Liaison to Montgomery 300 Committee

BACKGROUND:

The Montgomery 300 Committee has expressed interest in having a fireworks display at their 300th Community Day to commemorate the Township's Anniversary on September 20, 2014 (rain date: September 27, 2014).

Early in 2013 the Township Staff researched different firework companies and contacted municipalities around the area for recommendations. In August 2013, the Township contacted four different companies that were recommended by numerous municipalities for proposals for the fireworks display. The perimeters for the proposal were:

- Budget: \$18,000
- Length of Show: 18 minutes
- Type of Show: Fireworks choreographed with music
- Date of Show: September 20, 2014
- Time to begin show: Between 8PM & 8:30PM (depending upon the darkness)
- Location: William F. Maule Park at Windlestrae off of Kenas Road

Another requirement discussed with each of the companies was the importance of electronically firing the shows rather than hand firing the shows. Township Staff including, Police, Fire, and Public Works met with each of the perspective companies at the desired location, William F. Maule Park at Windlestrae and received three proposals.

The Montgomery 300 Committee and Township Staff are recommending that the Township contract with Celebrations Fireworks. Please see the attached contract from Celebration Fireworks. The contract was reviewed by the Township Solicitor and the Township's insurance company, Delaware Valley Insurance Trust (DVIT).

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT:

The Township needs to send a 25% deposit of \$4,500 to the Celebration Fireworks to secure the date. The funds will be allocated from the 300th Anniversary Fund.

RECOMMENDATION:

Township Staff and the Montgomery 300 Committee have recommended that the Township contract with Celebration Fireworks.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the contract and authorize the deposit be sent to Celebrations Fireworks to provide the fireworks display for the 300th Anniversary Community Day Event on September 20, 2014 (rain date of September 27, 2014).

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.



"Spectacular Choreographed Fireworks Displays"

John H. Kemps - President

7911 7th Street Slatington PA 18080 www.CELFIRE.com
Phone 610-978-8989 Fax 610-978-8988 john@celfire.com



September 3, 2013

Ms. Stacy Crandell

Assistant to the Township Manager

Montgomery Township Administration Department

1001 Stump Rd., Montgomeryville, PA 18936

Dear Stacy:

Following is our detailed quote and statement of work for a grand pyromusical display to be presented at Windlestrae Park to celebrate Montgomery Township's 300th anniversary on September 20, 2014. Should you decide to book with us, please sign a copy of the Display Agreement and return it to our office along with a 25% deposit check. With these, we will lock in the date for you.



QUOTE SUMMARY

- We will design a pyromusical using music that we jointly agree upon (we provide list of ideas for you to consider)
- Overall duration will be approximately 18 minutes
- We will design for a \$18,000 budget
- You may view videos of our work at:
<http://www.celfire.com/display%20types.html>
- \$10 million of liability insurance will be provided and additional insureds may be named as needed

BACKGROUND—CELEBRATION FIREWORKS, INC.

Since our inception in 2001, Celebration Fireworks choreographs every display that we perform using state-of-the-art computerized firing equipment. For a given budget, our approach produces much more magnificent displays than the common hand-fired displays that most people are familiar with. Our mission and passion is to provide our clients with truly unique and uncommon fireworks entertainment – at every budget level.

DISPLAY DATE and LOCATION

We'll plan the display for Sep. 20, 2014. We have included a diagram for the various possible display sites. The final decision on the display site does not need to be made at this time. To aid in this important decision, we highly encourage members of the committee to come view our display at Warrington Days on Oct. 12, 2013

7911 7th St., Slatington PA 18080 Ph: (610) 987-8989 Fax: (610) 987-8988
Email: john@celfire.com Web: www.celfire.com

in order to get a better sense of the benefits of having an unobstructed view to the display set-up so all effects can be seen from the ground to the sky.

BALANCE DUE

Our total fee request for this production is \$18,000. We request a 25% (\$4,500) deposit along with a signed copy of the display agreement. The balance (\$13,500) is due within 20 days after the display.

DISPLAY CHOREOGRAPHY AND DURATION

Your display will begin with an intense opening, followed by a main body, followed by a powerful finale – but with lots of variation in intensity and surprises throughout. Our display launching equipment is capable of safely firing devices at angles from -20 to +20 degrees about vertical, in 5 deg. increments. So we will deploy “fan-shaped” effects throughout every section of the display. It will add substantially to the beauty and power of the display since, compared with ordinary displays, we will routinely use a much wider swath of the night sky as our canvas.

DISPLAY FIREWORKS MATERIAL

We purchase only the highest quality material from sources in Spain, Italy, the US and China. Our approach has always been to use only the highest quality material available since no choreography or firing equipment can make up for washed-out color, inconsistent altitude, poor symmetry, safety issues, and other problems associated with low-priced display material.

INSURANCE

We provide the event with \$10 million of commercial liability insurance protection. You may name additional insureds on the certificate as needed. Please provide us with the list of names you need.

SPONSOR REQUIREMENTS

We ask that you, as sponsor - -

- provide one or several standby fire trucks for fire safety
- supply the local permit and permit fee (if required)
- secure the display area from intrusion by anyone unless escorted by us

RAIN DATE

The rain date has yet to be determined. All devices will be rain protected so we can fire in inclement weather should the organizers wish to do so.

DISPLAY AGREEMENT and DEPOSIT

Please review and sign and return a copy of the following “Display Agreement” along with a 25% (\$4,500) deposit. With these we can lock the date in for you.

Thanks for your interest in our work. We hope very much to be involved in your 300th anniversary celebration.

With Best Regards -

Accepted:



John Kemps, President, Celebration Fireworks Inc.

Title:

CELEBRATION FIREWORKS, INC.
7911 7th St., Slatington PA 18080

DISPLAY AGREEMENT

1. This agreement, entered into this 6TH day of **November, 2013** is between Celebration Fireworks, Inc. hereinafter referred to as "CFI", and **Montgomery Township, PA** herein after referred to as PURCHASER.
2. CFI agrees to furnish PURCHASER, in accordance with terms and conditions hereinafter set forth, a fireworks display, together with the services of a pyrotechnic operator licensed for the state of the display to be in charge of, and along with sufficient crew to safely discharge the display. The display is scheduled to be performed on the **20th day of Sep., 2014** at **Windlestrae Park**.
3. PURCHASER, at its own expense, agrees to provide to CFI: A) A suitable DISPLAY SITE in which to stage the fireworks display, including a firing and a fallout zone acceptable to CFI in which the fireworks and fireworks debris may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing, and/or other crowd control measures to prevent the access of the public, or its property not authorized by CFI into the display site. C) The services and cost of standby firemen and/or applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by CFI, at all times to the DISPLAY SITE to set up the display. If PURCHASER fails to fully comply with all requirements of A, B, C, and/or D set forth above, CFI shall have no obligation to complete the performance and PURCHASER agrees to pay CFI the entire contract price plus any additional expenses incurred because of said failure. If in its sole discretion, PURCHASER designates an area for members of the public to view the display ("spectator area") and/or area for parking vehicles, ("parking area"), the PURCHASER shall: E) Ensure that the Spectator Area does not infringe on the Display Area; F) Have sole responsibility for insuring that the terrain of the Spectator Area and any structures thereon, including, but not limited to grandstands and bleachers are safe for use by spectators; G) Have sole responsibility for insuring that the Parking Area is safe for use; H) Have sole responsibility to police, monitor, and appropriately control spectator access to the Spectator Area and Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that CFI, (including it's operators and crew) shall not inspect, police, monitor or otherwise supervise any area of the site other than the Display Area, except to insure: I) That any Spectator or Parking Area are outside the Display Area; and J) After completion of the Display, that the Display Area is cleared of any live fireworks debris originating from the program.
4. PURCHASER shall pay to CFI **\$18,000**. A deposit of **25% (\$4,500)** must be paid **at the time of contract acceptance**. Full final payment is due within ten (10) calendar days after the date of the display. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, will be charged on the unpaid balance after 30 days from the date of the display. PURCHASER, by signing this agreement, authorizes CFI to receive and verify financial information concerning PURCHASER from any person or entity.
5. PURCHASER agrees to assume the risk of weather, or causes beyond the control of CFI which may prevent the display from being safely discharged on the scheduled date, which may cause the cancellation of any event for which PURCHASER has purchased the display, or which may effect or damage such portion of the exhibits as must be placed and exposed a necessary time before the display. It shall be within CFI's sole discretion to determine whether or not the display may be safely discharged on the scheduled date and at the scheduled time. If for any reason beyond CFI's control, including, without limitation, inclement weather, CFI is unable to safely discharge the display on the scheduled date or should any event for which PURCHASER has purchased the display be canceled, the parties shall attempt to negotiate a new display date (**rain date shall be tbd**), which shall be within 60 days of the original display date. PURCHASER further agrees to pay CFI for any reasonable additional expenses made necessary by this postponement. If they are unable to agree on a new display date, CFI shall be entitled to liquidated damages from PURCHASER as if PURCHASER had canceled the display on the date set for the display, as provided in the following paragraph.
6. PURCHASER shall have the option of unilaterally canceling this display prior to the date of the display. If PURCHASER exercises this option, PURCHASER agrees to pay CFI, as liquidated damages, the following percentages of the agreed contract price: 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the display, 2) 35% if cancellation occurs within two (2) days of the actual date set for the display, 3) 50% if the cancellation occurs on the date set for the display. If cancellation occurs prior to the date of the display, PURCHASER agrees to pay CFI, in addition to the above percentages, the reasonable value associated with any specific custom work performed by CFI or its agents including but not limited to music, narration tape, production and/or sponsor logo.
7. In the event the PURCHASER cancels the display, it will be impractical or extremely difficult to fix the actual amount of CFI's damages. The foregoing represents a reasonable estimate of the damages CFI will suffer if PURCHASER cancels the display.

8. CFI agrees to furnish insurance coverage in connection with the display only, for the following risks and amounts: bodily injury and property damage liability Ten Million Dollars per occurrence. Such insurance shall include additional insureds (as requested) regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of CFI in performing the Display provided for in this Agreement. Such insurance afforded by CFI shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents, or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in paragraph 3 of this Agreement: B) Failure of the PURCHASER to provide discretionary spectator and parking areas referred to in paragraph 3 of this Agreement. PURCHASER shall indemnify and hold CFI harmless from all claims and suits made against CFI for bodily injury or property damage arising from A) and B) of the paragraph.

Indemnification: To the fullest extent permitted by law, CFI shall protect, hold free and harmless, defend and indemnify the Township (including its elected or appointed officials, officers, and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death of any person or damage arises out of, or is in any way connected with the Township's 300th anniversary fireworks display on September 20, 2014.

9. If any legal action is brought to enforce or interpret the terms or provisions of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled. This agreement shall be interpreted under the laws of the State of Pennsylvania. It is further agreed that the courts of the State Of Pennsylvania shall have exclusive jurisdiction to adjudicate any disputes arising out of this contract or the performance of the display provided for herein.
10. In the event CFI breaches this agreement, or is otherwise negligent in performing the fireworks display provided herein, PURCHASER shall, under no circumstances be entitled to recover monetary damages from CFI beyond the amount PURCHASER agreed to pay CFI under this agreement. PURCHASER shall not, under any circumstances, be entitled to recover any consequential damages from CFI including, without limitation, for loss of income, business, or profits. Nothing in the paragraph shall be construed as a modification or limit to the insurance afforded in paragraph 8) above.
11. It is agreed, nothing in this Agreement or in CFI's performance of the display provided for herein, shall be construed as forming a partnership or joint venture between PURCHASER and CFI. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein. All terms of this agreement are in writing and may only be modified by written agreement of both parties hereto. Both parties acknowledge that they have received a copy of said written Agreement and agree to be bound by said terms of written agreement only.

Any notice to the parties required under this agreement shall be given by mailing such notice in the U.S. Mail, postage prepaid, first class, addressed as follows: CELEBRATION FIREWORKS, INC., 7911 7th St., Slatington PA 18080. PURCHASER's address shall be **Montgomery Township, 1001 Stump Rd., Montgomeryville, PA 18936.**

12. If there is more than one PURCHASER, they shall be jointly and severally responsible to perform PURCHASER's obligations under this agreement. This agreement shall become effective after it is executed and accepted by the PURCHASER and then after it is executed by CFI at CFI's offices in Emmaus, Pennsylvania. This agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original against the party executing same. This agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators, and assigns. PURCHASER recognizes that because of the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is accepted as full performance.

SIGNED ON THIS DATE _____ Pricing herein is firm through **Oct. 30, 2014.**

FOR PURCHASER:

X _____

FOR CELEBRATION FIREWORKS, INC.



Title: **President**

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval for Staging Equipment for the 300th Anniversary Community Day Event

MEETING DATE: November 25, 2013

ITEM NUMBER: #19

MEETING/AGENDA:

ACTION xx

NONE

REASON FOR CONSIDERATION: Operational: Policy: Discussion: xx Information:

INITIATED BY: Stacy Crandell
Assistant to the Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman
Liaison to Montgomery 300 Committee

BACKGROUND:

One of the highlights of the 300th Community Day on September 20, 2014 (rain date: September 27, 2014) is having music groups playing throughout the day of the event. In order to accomplish this, the Montgomery 300 Committee is requesting to rent staging equipment, a sound system, and lighting.

Montgomery Township is looking to contract with Clear Sound, Inc., who has worked with the Township on previous projects and is registered with the State COSTARS Program. Clear Sound is providing a 24'x20' mobile stage with lighting, sound, and a generator to power the sound and lights. They will also provide staffing to handle the equipment for sound and lights. In addition, the sound system can provide the sound for the fireworks display.

In addition, Township Staff has researched some other staging options so there could be an additional stage for smaller groups allowing for continuous entertainment throughout the day as opposed to stopping during transition from one group to another. The Township contacted Upper Merion Township who has a 8'x16' bandwagon for rent. There is no fee for municipalities. We have already submitted paperwork to Upper Merion Township to reserve the bandwagon for Community Day. Clear Sound will be providing a sound system for this stage as well.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT:

The funds for the staging equipment will be allocated out of the 300th Anniversary Fund.

RECOMMENDATION:

Township Staff and the Montgomery 300 Committee recommended that the Township contract with Clear Sound Inc.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve contracting with Clear Sound Inc. to provide the staging, sound and lighting for the 300th Anniversary Community Day Event on September 20, 2014 (rain date of September 27, 2014).

MOTION: _____

SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Upper Merion Township
Park & Recreation Department
175 W. Valley Forge Road
King of Prussia, PA 19406
610-265-1071

Daniel Russell, Park & Recreation Director

Bandwagon Application

Name of Organization: Montgomery Township
Name of Event: 300th Anniversary Community Day
Date of Event: 9/20/2014 Time Event Starts: 12pm Time Event Ends: 9pm

Rain Date: 9/27/2014 - same time

Requested Items: ☒ Bandwagon ☒ Extension Stage ☒ Sound System

Exact Location of Event: William F. Maule Park @ Windlestrae - 1143 Kenas Road North Wales, Pa 19454

Directions: The park is located on Kenas Road between County Line Road and Horsham Road

Signature and address of a responsible officer of your organization who will be present at the time the above equipment is being used, and who accepts responsibility for adherence to Upper Merion Township Regulations.

Name & Position: Stacy Crandell Assistant to the Township Manager
Address: 1001 Stump Road, Montgomeryville, PA 18936

Fee: \$150

Receipt # _____

Official Release: *We release and discharge Upper Merion Township for all claims of liability arising from our Bandwagon activities. We also agree to indemnify and hold harmless Upper Merion Township from any and all actions, claims, and damages that Upper Merion Township would be obligated to third parties from actions arising out of our use of Upper Merion Township property.*

Stacy Crandell
Signature-Officer of Organization

Montgomery Township
Name of Organization

Daniel C Russell, Park and Recreation Director

Yes No
Approved

Date



Courtesy of: Pelican Events

LEADING DESIGNER AND MANUFACTURER OF MOBILE STAGES AND PROMOTIONAL UNITS



■ CONFIGURATION:

24' x 20' (7.32 M x 6.10 M)

40' x 24' (12.19 M x 7.32 M)
WITH EXTENSION PLATFORMS

■ WIND RESISTANCE:

80 MPH (129 KM/H) WITHOUT WINDWALLS

60 MPH (97 KM/H) WITH WINDWALLS

■ SET UP TIME:

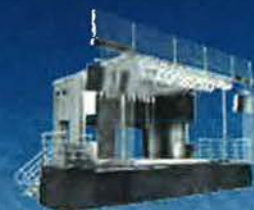
30 MINUTES (LESS WITHOUT WINDWALLS)

1 CERTIFIED TECHNICIAN

1 STAGEHAND

■ FULL HEIGHT RAINPROOF WINDWALLS ON 3 SIDES

■ CERTIFIED BY PROFESSIONAL ENGINEERS IN EVERY STATE AND PROVINCE



STAGELINE® SL 100

■ SPECIFICATIONS:

- **Load bearing capacity:** 6,500 lb (2,948 kg) no more
- **Roof lifting capacity:** 3,800 lb (1,725 kg)
- **Roof maximum height:** 14'-11" (4.55 m) from deck
- **Side overhang rigging beams:** For rigging sound
 - Capacity:** 800 lb at 36" (363 kg at 0.91 m) per side
 - Height:** 19'-9" (6.02 m) from ground
- **Overall height from ground:** 24' (7.32 m) with banner
- **Floor:**
 - Size:** 24' x 20' (7.32 m x 6.10 m)
 - Capacity:** Rated at 100 lb/sq.ft (490 kg/m²)
 - Height:** 3'-6" to 4'-3" (1.07 m to 1.30 m)
- **Roof:** fiberglass bonded to 2" (50.8 mm) aluminum tubing
- **4 rigging points, trusses and rigging bar:**
 - 2" tubing (50.8 mm)
- **1 stairway with handrails**
- **Storage capacity:** 5,000 lb (2,268 kg)

■ OPTIONAL

- **Stage option: "Mix Position" (SL100 Mix)**
- **Fire retardant windwalls on 3 sides:**



Professional Audio and Video Support

546 Penn Street, Yeadon, PA 19050
phone: 610-626-7600 fax: 610-626-2800
www.clearsoundinc.com

To: Stacy Crandell

Montgomery Township

1001 Stump Road

Montgomeryville, PA 18936

Phone: (215) 393-6900 Ext:

Fax: (215) 855-6656

Email: scrاندell@montgomerytwp.org

From: Chris H. Dietze

Attached: Job for Autumn festival. 5-8 bands, with fireworks

Job Start: SEP 20 14

Job End: SEP 20 14

Our Job #: 13565-1

Status: Tentative Order

Job Total: \$ 16,330.00

Terms: 50/50

Pages:

Total	\$ 16,330.00		
Payment 1	\$ 8,165.00	Due by	
	\$ 0.00		
Balance	\$ 8,165.00	Due by	

Clear Sound Inc. would like to thank you for the opportunity to bid your upcoming needs. Please review the following quote and feel free to call with any questions. To accept this quotation please sign and return to Clear Sound at least two business days prior to your rental/production needs. Our business hours are 9:00AM to 5:30PM Monday through Friday. If you have any uncertainty about our receipt of the signed quotation please call our office at 610-626-7600. Our resources are scheduled as signed quotations are received, so please return the signed quotation promptly to ensure your reservations. If your signed quotation is returned within two business days or less of your event, Clear Sound may be forced to charge a premium or in the worst case regretfully notify you that we cannot help you. Please note that the quoted prices reflect a 3% discount for payment by cash or check - if you choose to pay by credit card, you will forego this discount. We thank you again and look forward to working with you.

Date:

Date:

Clear Sound, Inc.

Montgomery Township

Signature:

Signature:

Name & Title:

Name & Title:



Professional Audio and Video Support

546 Penn Street, Yeadon, PA 19050
phone: 610-626-7600 fax: 610-626-2800

www.clearsoundinc.com

Quote By: Chris H. Dietze

Our Job #: PRO - 13565-1

Job Status: Tentative Order

Purchase Order: requested

Ship Via: 26' Truck

Return Via: 26' Truck

Job Site: Local park- band stage on Soccer field

Room:

Address:

Contact: () -

Job provided on NOV 8 13 For:

Stacy Crandell

Montgomery Township

1001 Stump Road

Montgomeryville, PA 18936

Phone: (215) 393-6900

Cell:

Ext:

Fax: (215) 855-6656

Invoice To:

Terms: 50/50

Delivery	Saturday	SEP 20 14
Load In/Set Up	Saturday	SEP 20 14
Event	Saturday	SEP 20 14
Load Out	Saturday	SEP 20 14

Description: Autumn festival. 5-8 bands, with fireworks

EQUIPMENT

QTY	Description
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Sound

- 12 QSC WideLine 2102W Line Array speaker
 - Three Way, Dual 10" and Single 3" Driver
- 1 QSC PL380 Amp rack with Control
 - 1- QSC SC28 Controller
 - 3- QSC PL380 Amplifiers
- 8 EAW SM200 Two Way Stage Monitor
- 1 QSC PLX amp rack with processor
 - 4- QSC PLX3602 Power Amps
 - Ashly Protea 2.24C Digital Crossover
- 4 EAW SB1000 double 18" subwoofer
- 1 Tascam CDA500 CD and Cassette player
- 1 mic and stand package
- 1 Shure 4 Ch. Wireless Rack
 - Four Shure single receivers in a rack with antenna and power distro
- 2 Meyer MTS4 Powered Loudspeaker
- 2 Pair EAW SM200 12" x 2" Monitors in case
 - Stereo Match Wedges
- 1 C2-02 Mixer Rack
 - Yamaha LS9-16 Channel Digital console
 - 3- QSC PLX Amplifiers, 1- Tascam CD Player
 - 1- Symetrix 532 EQ
- 1 Large Mic stand package with
 - 15 Tall Boom Stands, 6- Straight Stands,
 - 3- Round Base med. booms, 5- Round base small booms and 2-LP Claws
- 1 Small band mic package
- 1 Yamaha LS9-32 Digital Console with Case
 - 32 Inputs, 16 Omni Outuputs and Virtual Effects Rack

Lighting

- 24 ETC Par light
- 1 ETC DMX512 Sensor w/ PSU and case
- 1 Leprecon LP-624 24 channel controllor
- 12 Chauvet LED Par64, RGB Controlled
- RGB LED Par Can



Professional Audio and Video Support

546 Penn Street, Yeadon, PA 19050
phone: 610-626-7600 fax: 610-626-2800
www.clearsoundinc.com

Job provided on NOV 8 13 For:
Stacy Crandell
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936
Phone: (215) 393-6900 Ext:
Cell: Fax: (215) 855-6656

Description: Autumn festival. 5-8 bands, with fireworks

EQUIPMENT

QTY	Description
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Staging

- 1 StageLine SL100 portable stage

Power and Rigging

- 1 60 KW silenced generator
- 2 L-16 Crank up tower
- 3 10' x 12" x 12" Light duty Truss
- 1 Three Phase power distribution system
Including, 100' and 50' Feeder also includes
Camloc to bare end tails
- 2 1/4 ton chain hoists with control
- 1 50 Amp Single Phase Distribution System

Cabling

- 4 100' Socopex cable
- 1 100' 50 Amp cable
- 2 50' 12 pair XLR to Box subsnake
- 4 6' Stage Quad with 2' through
- 1 Mic cable package
- 1 Speaker cable package

LABOR

Labor Provided

Date	Time	QTY	Personnel/Task
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SEP 20 14

6:00AM	11:00PM	3	System Tech-Load In, Operate, Strike
6:00AM	11:00PM	2	Lighting Tech-Load In, Operate, Strike

Delivery & Pickup:	\$ 180.00
Job Grand Total:	\$ 16,330.00



546 Penn Street, Yeadon PA 19050-3107
www.clearsoundinc.com • 610-626-7600 • fax:610-626-2800

Our Job #:	13565-1
Description:	Autumn festival
Customer:	Montgomery Township
Attention:	Stacy Crandell
From:	Mr. Matthew Lees

Terms and Conditions:
In Advance with Signed Proposal

Clear Sound requests that you make available the following at no charge to Clear Sound:

60 AMP Three Phase Electrical Tie In

Teamsters and other trade union labor as required by venue and circumstances

4 Loaders to help Clear Sound personnel with Load-in, set-up and load-out

Security for equipment from load-in to load-out

Credentials for crew (if required)

Water, Meals and soft drinks for crew

Parking for one 26' Truck

Should you choose to cancel this event *for any reason* after we receive your acceptance, the following terms will apply:

If notice is received more than 7 days before load in, no charge will be made.

If notice is received between 72 and 48 hours before load in, a charge of 25% of the contract price will be due.

If notice is received between 48 and 24 hours before load in, a charge of 35% of the contract price will be due.

If notice is received within 24 hours of load in, a charge of 50% of the contract price will be due.

If the event is canceled after our crew has left our shop the entire amount is due.

Overtime policy: Labor beyond the specified times will be billed at \$75.00 per person-hour in ½ hour increments.

Clear Sound will make every effort to coordinate with on site personnel but cannot guarantee or be responsible for local physical plant conditions such as staging, power or anything else supplied by venue or promoter.

We reserve the right to stop an event in unsafe conditions such as but not limited to severe weather or riots in order to protect musicians, audience, and our equipment. In such cases payment in full is still due.

Your signature above agrees to and binds these terms.

Your signature above indemnifies Clear Sound Inc and its representatives for all above conditions.

Certificate of insurance is available upon request. Proposal may be withdrawn if not accepted within seven days.

System Design Copyright Clear Sound Inc. 2013

Date: _____

Clear Sound Inc.

Signature: _____

Mr. Matthew Lees
Production Manager

Date: _____

Montgomery Township

Signature: _____

Name and Title: _____

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Proposal for RACP Grant Application Assistance

MEETING DATE: November 25, 2013

ITEM NUMBER: #20

MEETING/AGENDA:

ACTION

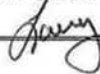
NONE

REASON FOR CONSIDERATION: Operational: xx Policy: Discussion: Information:

INITIATED BY: Stacy Crandell

BOARD LIAISON: Joseph P. Walsh, Chairman

Assistant to the Township Manager



BACKGROUND:

Every two years, the Pennsylvania General Assembly develops a Capital Budget Bill which provides an opportunity for local governments/redevelopment authorities to submit capital budget requests for legislative authorization and possible future funding consideration by the Governor's Office.

The Redevelopment Assistance Capital Program (RACP) is a Commonwealth grant program administered by the Office of the Budget for the acquisition and construction of economic, cultural, or civic improvement projects. In order to be considered for possible funding by the Governor's Budget Office, a project must first be approved by legislative authorization in a Capital Budget Bill passed by the General Assembly and signed into law by the Governor.

The total cost for an RACP project must be at least \$1 million and the Township would have to provide a 50% match. Any project that receives funding requires payment of prevailing wage rates. This RACP is a reimbursement-based grant program, which would require that the Township pay the expense and subsequently submit to Budget Office for reimbursement.

In December 2012, the Board of Supervisors authorized Township Staff to submit a Capital Budget Request for the construction of the Community Recreation Center at the corner of Stump and Horsham Road. The request was for \$5 Million for the construction of the Community Recreation Center.

On March 13, 2013, Senate Bill 680 was introduced, which included the list of projects that were seeking funding through the RACP Program. In October 2013, both the House and Senate approved the bill. On November 2, 2013, Governor Corbett signed Senate Bill 680. The Township's project for Community Recreation Center was included in this list.

Township Staff has been researching and investigating the next steps for the RACP Grant. The next steps after legislation authorization is received, projects are chosen from the list by the Governor's Budget Office. The selected projects are asked to submit a Business Plan and eventually an application which is similar but more in-depth than the Business Plan.

After reviewing the process of the RACP Program, Township Staff met with Robert Dusek from Direction Associates. Direction Associates is small firm in Spring House, which has been successful in assisting other organizations in receiving RACP grant funds.

Attached is the proposal from Direction Associates. The proposal includes the following:

- Hourly Rate of \$125 (not to exceed \$6,000 monthly)
- If the Township receives a legally binding commitment of grant funds, a percentage (1%) of the funds would be due to Direction Associates

To assist in producing the Township's Business Plan and Application for consideration in the RACP program, the Township Staff recommends working with this firm to assist in the completion of the grant.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

In Spring 2012, Montgomery Township acquired the 12-acre parcel at the southeast corner of Horsham and Stump Roads. In March 2012, the Township solicited proposals from qualified firms for a Needs Assessment and Feasibility Study for a community center proposed to be built on the site and received proposals from 20 firms. In June 2012, the partnership of Kimmel Bogrette Architecture and Ballard King was selected to undertake the Needs Assessment and Feasibility Study.

In December 2012, the Board of Supervisors authorized the Township to submit a Capital Budget Request for a Redevelopment Assistance Capital Program (RACP) Grant Program through Senator Greenleaf's Office.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Direction Associates charges an hourly rate of \$125 (not exceed \$6,000 monthly). If the Township is successful, a percentage of 1 % of the grant awarded to the Township, would be payable to the firm.

RECOMMENDATION:

Township staff recommends that the Board of Supervisors approve the proposal from Direction Associates.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the proposal from Direction Associates for the preparation of the RACP Grant documents including the Business Plan and the Application for the Community Recreation Center.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP)

Version 11/19/12

Legislative process

Project line item (itemization) in Capital Project Itemization Bill by State Legislature, designating type and locale of project and its funding level

Capital Project Itemization Bill enacted

NOTE: Only itemizations with remaining, unused approved amounts that are from Capital Budget Acts are available for funding.

Business Plan process

OB educational seminar

OB accepts project proposals for a semi-annual funding round.

Candidate verifies its project's eligibility, reviews all RACP requirements, and determines that a suitable itemization (site and project type) exists that includes the necessary available funds.

Candidate submits a Business Plan (RACP grant request) to OB by the published deadline.

OB reviews & scores the Business Plan. Based on its objective scoring, it is forwarded to the RACP Selection Committee.

RACP Selection Committee reviews and selects projects for awards, subject to approval of Governor.

Final results are posted to RACP's web site and disposition letters are sent to all projects.

Application process

RACP Intro contact/meeting with State & Candidate / Grantee

Application submission to State (within 6 months from award letter date)

STATE REVIEWS

Application Review with State Consultant & Candidate / Grantee

STATE REVIEWS

Preliminary Grant Agreement (GA) released to Grantee

STATE PROCESSING

Final Execution of Grant Agreement

Submission of Special Condition materials & first payment request (if applicable) to State

Prepare application materials

Commencement of Construction Monitoring process (periodic project status meetings: site visits, review of special conditions and Grant compliance items)

Reimbursement process

"Facilitation meeting," at the request of the project, to review the reimbursement (payment) process

Satisfaction of Special Conditions via approval letter from State

1st payment request submitted

STATE REVIEWS

Commonwealth makes payment

Submit subsequent payment request(s)

Final disbursement less retainage

Final audit

Release of retainage to Grantee

KEY

State

Candidate / Grantee

State & Candidate /Grantee

State Consultant

DIRECTION ASSOCIATES, INC.

November 21, 2013

Ms. Stacy Crandell
Assistant to the Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA
18936-9605

Re: Redevelopment Assistance Capital Program (RACP) – Request for \$5 Million
Montgomery Township Community Center

Dear Stacy:

Direction Associates Inc. would be pleased to have the opportunity to assist Montgomery Township in the preparation of the necessary Business Plan and Application allowing the Township to access up to \$5 million from the State of Pennsylvania Redevelopment Assistance Capital Program. As I mentioned during our meeting last week with you and Township Manager Gegan, our firm has had considerable success in securing RACP grants, as well as other State grant program funds for good projects and we are knowledgeable about the Grant funding process. It should be noted that a new Director, Mr. Steven Heuer, was appointed by Governor Corbett to head up the RACP program at the end of September 2013. The total funding level for the RACP Program is currently set at \$125 million. During the 2013 round of funding a total of 54 projects were granted funds. The entire grant process has three main steps, the first being the Business Plan, the second being the Application process and the third being Grantee Reimbursement.

The Township has taken very positive steps in moving forward with the Community Center Project, having purchased a site, done the necessary planning and selected an project scope and prepared a great deal of good information in the Montgomery Township Community and Recreation Center Needs Assessment and Feasibility Study. The next step is to prepare the Business Plan consistent with the RACP program guidelines and craft that plan to maximize the point accumulation in the RACP selection criteria. The primary and secondary Job Creation benefits and the criteria developing these numbers

Montgomery Township - Redevelopment Assistance Capital Project Contract
November 21, 2013
Page 2

must be presented to the State as part of the Business Plan. Community Impact, Financial Impact and Shovel Readiness must also be presented in the strongest possible way. At the end of this portion of the process, a business plan document and required electronic versions will be produced and submitted to the Office of the Budget, will be scored and passed on to the Selection Committee for recommendation to the Governor.

If that process is successful, a letter indicating the acceptance or rejection by the State will be received. If accepted by the State, an application will need to be submitted to the State in order to obtain a Final Grant Agreement.

The Application process is similar to the Business Plan, however during this time additional documentation and greater detail is provided to the State relative to the project. The Bidding process and documentation of the project expenditures is critical during this time. Throughout the entire process, we will keep close contact with local elected officials and Harrisburg officials to keep the project a high profile priority.

We propose to provide our services to allow the greatest level of flexibility for the Township and will invoice on an hourly basis of \$125 per hour, not to exceed \$6,000 monthly. We would not expect the process to take longer than 6 months dependent on the response timing of the state and we would hope to move quickly on the Business Plan in order to hit the first available State Grant Fund window. In addition, a portion of the fee will be incentive based. At the time that Montgomery Township receives a legally binding commitment of grant funds from the State, a percentage of those funds would be due and payable to Direction Associates Inc. That percentage would be 1.00% of any funds granted the Township. This incentive compensation encourages the greatest possible effort by both parties will be made for a successful grant outcome.

Lastly, Direction Associates can provide assistance with the preparation of drawdown requests during the Reimbursement process, as well as providing guidance during the final Audit. We try to do this in two draws (preliminary and final), although funds are generally reimbursed in three payments due to the retainage by the State for Final Audit purposes. No additional draw request is needed for the Township to receive this retainage. Once the Final Audit is complete, the State releases those funds. This would be billed hourly at the rate noted above and is generally not a time intensive undertaking if good project records are maintained.

Montgomery Township - Redevelopment Assistance Capital Project Contract
November 21, 2013
Page 3

This letter can be considered an agreement between Montgomery Township and Direction Associates Inc. You return of one signed copy of this letter and our receipt of it will form an order to proceed. We look forward to assisting Montgomery Township with matters dealing with the receipt of grant funding and look forward to the opportunity to work with you, Township Manager Gregan and others on this exciting project that can serve Montgomery Township for many years to come. Should you have any questions, please do not hesitate to call.

Sincerely:



Robert Dusek II, RA, AICP

Architect and Planner
Direction Associates Inc.

Proposal Accepted:

Montgomery Township

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Award of Bids – Online Surplus Asset Sale

MEETING DATE: November 25, 2013

ITEM NUMBER: #21

MEETING/AGENDA:

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Policy: Discussion: Information: XX

INITIATED BY: Kevin A. Costello
Director of Public Works

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

The Second Class Township Code provides that personal property owned by the Township, with an estimated fair market value of which is one thousand dollars (1,000.00) or more, may only be sold by public bid or auction to the highest bidder after notice by advertisement.

On June 24, 2013, the Board authorized the sale of the Township's 2001 Ford F-550 Bucket Truck and a 2004 Kubota ZD-28 Mower through the online auction company Municibid. In accordance with the requirements under the Second Class Township Code, the equipment was advertised for sale on October 25, 2013 in a newspaper of general circulation. A total of 64 bids were received for the Bucket Truck and 26 bids for the Kubota as of the close of bidding.

The highest bid received for the Bucket Truck was from J.K. Truck Equipment in the amount of \$18,900.00 and the highest bid for the Kubota was Karl Grube, in the amount of \$1,457.00. In accordance with the terms and agreement with Municibid, the Board is required to pass a resolution authorizing the sale of equipment via the online auction.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The Township will receive a total of \$20,357.00 for the sale of the equipment within ten days of approval by the Board of Supervisors.

RECOMMENDATION:

It is recommended that the Board authorize the sale of the 2001 Ford F-550 Bucket Truck to Jim Kehs, J.K. Truck Equipment, 812 W. Philadelphia Avenue, Boyertown PA 19512 in the amount of \$18,900.00 and the sale of the 2004 Kubota ZD-28 Mower to Karl Grube, 266 Cold Springs Road., Gettysburg PA 17325 in the amount of \$1,457.00. Both were the highest bidders as of the close of bidding on November 13, 2013 at 3:00 p.m. EST.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the sale of a 2001 Ford F-550 Bucket Truck to Jim Kehs, J.K. Truck Equipment, 812 W. Philadelphia Avenue, Boyertown PA 19512 in the amount of \$18,900.00 and the sale of a 2004 Kubota ZD28 Mower to Karl Grube, 266 Cold Springs Road, Gettysburg PA 17325 in the amount of \$1,457.00 in accordance with the terms and agreement through the Municibid online auction company.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

**MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY**

SUBJECT: Consider Authorization to Execute Traffic Signal Maintenance Agreement and Cooperative Memorandum Agreement – Route 202-7IT Project

MEETING DATE: November 25, 2013

ITEM NUMBER: #22

MEETING/AGENDA: ACTION ☒ XX CONSENT ☐ NONE ☐

REASON FOR CONSIDERATION: Operational: ☒ XX Policy: ☐ Discussion: ☒ xx Information: ☐

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Joseph P. Walsh
Chairman

BACKGROUND:

As part of the S.R. 202 Parkway Project, Penn Dot installed Intelligent Transportation System (ITS) devices and communication infrastructure along the 202 Parkway and its primary intersecting and parallel routes under Project SR 0202, Section 7IT. The ITS devices consist of Closed Circuit Television (CCTV) cameras, Dynamic Message Signs (DMS) and a Travel Time Detection System.

Penn Dot is responsible for the maintenance of all ITS devices and the mainline fiber trunk. Maintenance of the traffic signal systems and the fiber optic "drop" cable from those signals is the Township's responsibility. The Township has previously approved Penn Dot's standard Signal Maintenance Agreement for traffic signal installations related to the 202 Parkway Project.

In December, 2011, the Township approved and executed these agreements. Unfortunately, we have been made aware by PennDOT's engineer that the municipal agreements for the SR 0202-7IT Project have been rejected by PennDOT's legal team as PennDOT's execution of the agreements need to be within 60 days of the execution of the agreement by the municipality. Therefore, new agreements need to be approved and executed by the Township.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

In December, 2011, the Township executed the Traffic Signal Maintenance Agreement and Cooperative Memorandum of Agreement.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None. The installation of the equipment is 100% funded by PennDot.

RECOMMENDATION:

Authorize the execution of both the Traffic Signal Maintenance Agreement and Cooperative Memorandum of Agreement with Penn Dot for the installation maintenance and operation of Intelligent

Transportation System equipment along S.R 202 Parkway and its primary intersecting and parallel routes per Penn Dot Project SR 0202, Section 7IT.

MOTION/RESOLUTION:

Resolution attached.

MOTION: _____

SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candice Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

RESOLUTION NO. ____

MONTGOMERY TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

A RESOLUTION AUTHORIZING THE TOWNSHIP OF MONTGOMERY TO ENTER INTO A TRAFFIC SIGNAL MAINTENANCE AGREEMENT AND A COOPERATIVE MEMORANDUM OF AGREEMENT FOR THE INSTALLATION OF VARIOUS TRAFFIC SIGNALS AND COMMUNICATION EQUIPMENT FOR THE STATE PROJECT NO. S.R. 202 SECTION 7IT

BE IT RESOLVED BY the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, that the Chairman be authorized and directed to sign the attached Traffic Signal Maintenance Agreement # _____, and Cooperative Memorandum of Agreement # _____ and that the Township Secretary be authorized and directed to attest and seal the same.

DULY PRESENTED AND ADOPTED by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania in a public meeting held this ____ day of _____, 2013.

ATTEST:

BOARD OF SUPERVISORS
MONTGOMERY TOWNSHIP

Lawrence J. Gegan, Manager/Secretary

By: _____
Joseph P. Walsh, Chairman

MOTION BY:

VOTE:

SECOND BY:

CERTIFICATION

I, Lawrence J. Gegan, Manager/Secretary of Montgomery Township, Montgomery County, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted at a regular meeting of the Board of Supervisors held on November 25, 2013.

(SEAL)

By: _____
Lawrence J. Gegan, Manager/Secretary

Date: November 25, 2013

AGREEMENT NO. _____
FEDERAL ID NO. _____

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

MADE and entered into this _____ day of _____, 20__, by
and between the Commonwealth of Pennsylvania, Department of
Transportation, hereinafter called COMMONWEALTH,

and

Montgomery Township, a political subdivision in the County of
Montgomery, Pennsylvania, by its proper officials, hereinafter
called SUBDIVISION.

W I T N E S S E T H:

WHEREAS, the need for traffic signals at the following
location(s) as indicated in Exhibit "F" has been found to be
warranted;

WHEREAS, the need for shared communication cable for
traffic signals at the location(s) as indicated in Exhibit "F"
has been found to be warranted;

WHEREAS, the cost of installing traffic signals and
communication cable at these locations is being partially or
totally funded with state and/or federal funds; and,

WHEREAS, the communication splice box and cable tail installed under this project to signal controller is to be maintained by the SUBDIVISION,

WHEREAS, traffic signal equipment is installed to serve a specific purpose through a distinct mode of operations; and,

WHEREAS, the useful life of traffic signal equipment is defined as the time from installation until it is either removed or replaced with signal equipment which better serves the need of the intersection; and,

WHEREAS, the COMMONWEALTH and the Federal Highway Administration have established policies which mandate that all traffic signal equipment installed with state or federal funds be properly maintained and operated throughout its useful life; and,

WHEREAS, the SUBDIVISION has indicated its willingness to accept ownership of the traffic signal installation(s) listed on this Agreement.

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and of the mutual

promises hereinafter set forth, and with the intention of being legally bound hereby, agree as follows:

1. SUBDIVISION shall, at its own expense, operate the traffic signal in accordance with the permit(s) issued by the COMMONWEALTH for the location(s) listed below:

- SR 6202 and SR 309
- SR 6202 and Horsham Road
- SR 6202 and County Line Road
- SR 6202 and Welsh Road
- Upper State and Horsham Road
- Upper State and County Line Road
- Stump Road and Horsham Road
- Stump Road and County Line Road
- SR 0309, SR 0202, & SR 0463
- SR 6202 and Knapp Road
- Knapp Road and Witchwood Drive
- SR 6202 and Connector A
- SR 6202 and Costco Drive
- SR 6202 and SR 0463 (Horsham Road)
- SR 0202 and County Line Road
- SR 309 and English Village Drive/Gwynedd Crossing Drive
- SR 309 and Hartman Road
- SR 309 and Stump Road
- SR 309 and Knapp Road
- SR 309 and Montgomery Mall South Access
- SR 309 and Montgomery Square Mall Access (North Jughandle)
- SR 202/SR 309 and North Wales Road

2. It is understood and agreed by the parties hereto that, upon final acceptance by the COMMONWEALTH, title to the traffic signal installation(s) listed above shall vest in the SUBDIVISION. In this connection, it is further understood that the SUBDIVISION shall provide preventive and response maintenance, at its own expense, for the installation(s) covered

by this Agreement in accordance with the provisions of Exhibit "A" attached hereto and made part a part hereof.

3. The SUBDIVISION further agrees to prepare and retain an accurate record of the preventive and response maintenance activities performed on the installation(s) covered by this agreement. In this regard, the SUBDIVISION agrees to keep these records in accordance with the provisions of Exhibit "B" attached hereto and made part hereof and shall make such materials available at all reasonable times for inspection by the COMONWEALTH. It is further understood that the SUBDIVISION may utilize forms other than those specified in Exhibit "B" only if first granted written permission by the COMMONWEALTH.

4. It is understood and agreed to by the parties hereto that the required preventive and response maintenance functions shall be provided in the manner indicated below:

<u>Maintenance Function</u>	<u>* Method to be Employed</u>
Preventive Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Municipal Personnel <input type="checkbox"/> Contract Services
Response Maintenance as specified in Exhibit "A"	<input type="checkbox"/> Municipal Personnel <input type="checkbox"/> Contract Services

* Check appropriate boxes

The SUBDIVISION agrees that the provisions of Exhibit "C" attached hereto and made part hereof shall apply if either maintenance function is performed using municipal personnel. In addition, if the SUBDIVISION employs a contractor to perform either maintenance function, the SUBDIVISION agrees to submit the name and address of the contractor to the COMMONWEALTH, together with a copy of the agreement between the contractor and the SUBDIVISION. It is further understood that the use of a contractor does not relieve the SUBDIVISION of any obligations included in the terms or conditions of this Agreement.

5. The SUBDIVISION hereby certifies that it shall make available sufficient funds to provide the maintenance program described in this Agreement and its attendant exhibits.

6. It is understood that if the SUBDIVISION fails to fulfill its responsibilities as described herein, the SUBDIVISION may be disqualified from future federal- or state-aid participation on those projects for which the SUBDIVISION has traffic signal maintenance responsibility until such time as the SUBDIVISION provides the required maintenance services to bring the improvements to a level of maintenance satisfactory to the COMMONWEALTH. It is also understood and agreed that if the

SUBDIVISION fails to provide the required maintenance services within thirty (30) days of the receipt of written notice from the COMMONWEALTH, the COMMONWEALTH shall have the right to perform the required maintenance services in the SUBDIVISION's stead and at the SUBDIVISION's expense. Furthermore, it is understood and agreed that performance of the maintenance services by the COMMONWEALTH in the SUBDIVISION's stead shall not relieve the SUBDIVISION of its responsibility for continued maintenance of the improvements. It is further understood and agreed that federal- and/or state-aid participation may be withheld on all future projects until the SUBDIVISION demonstrates to the COMMONWEALTH and the Feral Highway Administration that all required maintenance and operation services are being provided by the SUBDIVISION without the necessity of the COMMONWEALTH's performing duties herein described as being the responsibility of the SUBDIVISION.

7. SAVE HARMLESS - The SUBDIVISION agrees that it will indemnify, save harmless and defend (if requested) the COMMONWEALTH, its agents, representatives and employees, from all suits, actions or claims of any character, name or description, damages, judgments, expenses, attorneys' fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part

by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the SUBDIVISION, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter.

8. The SUBDIVISION shall comply with the Commonwealth Contractor Integrity Provisions attached as Exhibit "D" and made part hereof.

9. The SUBDIVISION shall comply with the Provisions Concerning the Americans with Disabilities Act attached as Exhibit "E" and made part hereof.

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 8-K-1532, attached as Exhibit "G" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.

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

ATTEST

SUBDIVISION

Title: DATE

BY _____
Title: DATE

SUBDIVISION's resolution authorizing execution and attestation must accompany this Agreement. Please indicate the signers' titles and date signatures.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Engineer DATE

APPROVED AS TO LEGALITY
AND FORM

BY _____
for Chief Counsel DATE

RECORDED NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
ACTIVITY PROGRAM _____
SYMBOL _____
AMOUNT _____

BY _____
for Comptroller DATE

Agreement No. _____ is split _____%, expenditure amount of
\$ _____, for federal funds and _____%, expenditure amount of
\$ _____, for state funds. The related federal assistance program
name and number is _____; _____. The state program name
and number is _____; _____.

Preapproved Form:
OGC NO. 18-K-392
Appv'd OAG 12/14/98

TRAFFIC SIGNAL MAINTENANCE

Exhibit "A"

PREVENTIVE MAINTENANCE

The SUBDIVISION or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this agreement 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 SUBDIVISION 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

Exhibit "B"

RECORDKEEPING

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the SUBDIVISION is willing to 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 agreement.

The SUBDIVISION agrees to 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 SUBDIVISION or its contractor for each intersection. 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

Personnel Requirements

In order to properly maintain the traffic signal equipment covered by this agreement, the SUBDIVISION agrees to provide, as minimum, the following staff throughout the useful life of the equipment.

Classification	Number
1.	
2.	
3.	
4.	
5.	

Training

In order to upgrade the ability of its present staff to properly perform the required maintenance functions, the SUBDIVISION agrees to secure the following training for the listed personnel classifications.

Classification	Training Required
1.	
2.	
3.	
4.	
5.	

Budget Requirements

The SUBDIVISION 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 agreement.

Personnel Classifications

When referred to in this agreement, the following definitions will be used to describe personnel classifications as they relate to the maintenance and operation of traffic signal equipment.

- A. 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:
 - (a) Intersection geometry
 - (b) Traffic flow theory
 - (c) Control type (fixed time, actuated, etc.)
 - (d) Signal phasing and timing
 - (e) Signal intersection
 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.
- B. 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.

C. 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 performed.

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 procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. 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 with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act*, 65 Pa.C.S. §§1101 et seq.; the *State Adverse Interest Act*, 71 P.S. §776.1 et seq.; and the *Governor's Code of Conduct, Executive Order 1980-18*, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18*, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, 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 Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the

performance of work under the contract, except as provided in the contract.

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, 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.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law*, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
 - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 *et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director,

associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act*, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these 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 Commonwealth Inspector General in writing.
14. 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.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of 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 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 refers to or concern this contract.
16. 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.

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

- a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
- 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 pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
- c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- 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 holding any position of management.
- e. "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.
- f. "Immediate family" means a spouse and any unemancipated child.
- 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.

- h.** "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

- a. 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 it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this 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 Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

EXHIBIT "E"

Page 1 of 1

Exhibit F:
Listing of Municipalities with ITS Devices

Montgomery Township

- Signal – SR 6202 and Knapp Road
- Signal – Knapp Road and Witchwood Drive
- Signal – SR 6202 and Connector A
- Signal – SR 6202 and Costco Drive
- Signal – SR 6202 and SR 0463 (Horsham Road)
- Signal – SR 0202 and Countyline Road
- Signal – SR 6202 and SR 309
- Signal – SR 6202 and Horsham Road
- Signal – SR 6202 and Countyline Road
- Signal – SR 6202 and Welsh Road
- Signal – Upper State and Horsham Road
- Signal – Upper State and Countyline Road
- Signal – Stump Road and Horsham Road
- Signal – Stump Road and Countyline Road
- Signal – SR 0309, SR 0202, & SR 0463
- Signal – SR 309 and English Village Drive/Gwynedd Crossing Drive
- Signal – SR 309 and Hartman Road
- Signal – SR 309 and Stump Road
- Signal – SR 309 and Knapp Road
- Signal – SR 309 and Montgomery Mall South Access
- Signal – SR 309 and Montgomery Square Mall Access (North Jughandle)
- Signal – SR 202/SR 309 and North Wales Road

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.

Revised February 1, 2010

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.

Agreement No. _____
SAP Vendor No. _____
Federal ID No. _____

COOPERATIVE MEMORANDUM OF AGREEMENT

This Cooperative Memorandum of Agreement entered into this ____ day of _____, _____, by and between the Commonwealth of Pennsylvania, acting through its Department of Transportation, hereinafter referred to as the DEPARTMENT,

and

Montgomery Township, a political subdivision of the Commonwealth of Pennsylvania, with a mailing address of 1001 Stump Road, Montgomeryville, PA 18936-9605, hereinafter referred to as MUNICIPALITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is in the process of constructing a limited access urban arterial, (S.R. 6202) as an alternate route to US 202 (Dekalb Pike) in the Montgomery and Bucks Counties of Pennsylvania and is undertaking a traffic management strategy to improve the flow of traffic along the Parkway and local alternate routes, by building on the previous efforts of several regional transportation agencies and to produce a final Traffic Management Plan, and;

WHEREAS, the traffic management strategy, is intended to be utilized to improve communications and technology improvements within the corridors and to better inform vehicular and public transit travelers of traffic incidents and to improve multi-agency coordination and the management of daily traffic operations, and;

WHEREAS, the traffic management strategy will be used to effectuate upgrades and interconnecting signals between the Parkway and adjacent corridors and to further improve the flow of traffic on a daily basis as well as during incidents on the Parkway, and;

WHEREAS, the area of the project will include the entire Parkway corridor from SR 0202, to SR 0611 and every municipality located within these parameters, including the Montgomery Township, New Britain Township, Chalfont Borough, Doylestown Township, Warrington Township, Doylestown Borough, and Upper and Lower Gwynedd Townships, and;

WHEREAS, the DEPARTMENT and the MUNICIPALITY share a common interest in facilitating the safe and efficient management of traffic flow along state, county and locally-owned roadways parallel to the Parkway in the event of an incident and wish to coordinate and disseminate accurate travel condition information to area motorists and the traveling public, and;

WHEREAS, the need for shared communication cable for CCTV, DMS, CMS, and/or TTR at the following location(s) has been found to be warranted:

WHEREAS, the cost of installing communication cable at these locations is being partially or totally funded with state and/or federal funds, and;

WHEREAS, the DEPARTMENT agrees to maintain the CCTV, DMS and TTR devices along with related communication equipment and cable: and,

WHEREAS, the DEPARTMENT and the MUNICIPALITY now wish to outline their respective functions and responsibilities in this Memorandum of Agreement (Agreement).

*When referred to collectively, the DEPARTMENT and the MUNICIPALITY are referred to as the Parties.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises set forth below, the DEPARTMENT and the MUNICIPALITY agree, with the intention of being legally bound, to the following:

1. The foregoing recitals are incorporated by reference as a material part of this Agreement.
2. DEPARTMENT personnel located within the DEPARTMENT's Regional Traffic Management Center (RTMC), District 6-0 Building at 7000 Geerdes Boulevard, King of Prussia, PA, will serve as the point of contact during an incident along the State Route 202 corridor. The DEPARTMENT will provide contact information directly to the MUNICIPALITY. Communication between the DEPARTMENT and MUNICIPALITY will be achieved via telephone, where the RTMC can be reached at 610-205-6934.
3. The MUNICIPALITY will identify one point of contact to the DEPARTMENT. The MUNICIPALITY's point of contact will be responsible for ensuring that vital information is disseminated to others within the MUNICIPALITY, the content of which will be subject to the discretion of _____ (municipal contact) within the MUNICIPALITY.
4. The MUNICIPALITY agrees to permit the DEPARTMENT to monitor traffic conditions, via the use of video cameras and vehicle detectors to be installed along the roadways, within the boundaries of the MUNICIPALITY. In the event of an incident along the Parkway warranting the use of a parallel route traffic management plan, determined solely by the DEPARTMENT, the MUNICIPALITY agrees to allow the DEPARTMENT to implement revised traffic signal timing and phasing plans along roadways located within the boundaries of the MUNICIPALITY and to post traveler information on any Dynamic Message Sign (DMS) within the boundaries of the MUNICIPALITY to facilitate regional traffic required to be diverted from the Parkway. However, the Parties acknowledge and agree that as a condition of this arrangement, the DEPARTMENT will contact the MUNICIPALITY prior to the implementation of a traffic management plan. During implementation of the traffic management plan, MUNICIPALITY agrees to provide available township forces to clear incidents along the roadway located within the boundaries of the MUNICIPALITY. For this purpose, an incident will be defined as an

event which either partially or fully blocks a travel lane. Upon completion of the DEPARTMENT's traffic management plan and the resumption of normal operations, the DEPARTMENT will promptly contact and notify the MUNICIPALITY. Communication between the DEPARTMENT and MUNICIPALITY will be achieved via telephone, where the RTMC can be reached at 610-205-6934.

5. The DEPARTMENT will own, maintain, and operate video cameras, vehicle detectors, tag readers / travel time system, static trailblazer directional signs, and DMS locations along area roadways as well as the communication infrastructure used to operate these devices.

6. In the event of immediate danger to MUNICIPALITY roadway operation or to the highway user, the parties hereto agree to fully cooperate with each other. The parties will notify the appropriate individuals as set forth below:

A. DEPARTMENT contact will be the RTMC which can be reached at (610) 205-6934.

B. MUNICIPALITY contact will be:

Telephone No: () -

DEPARTMENT and MUNICIPALITY will immediately notify each other under the notice provisions in this paragraph concerning any change in COMMONWEALTH or MUNICIPALITY contact information.

7. The term of this Agreement shall be for two (2) years from the date of its execution, and shall automatically renew for additional one-year terms unless cancelled by either party on written notice delivered not less than ninety (90) calendar days prior to the end of the term. Such notice of cancellation shall be by letter sent U.S. mail, certified, return

receipt requested. Notice of cancellation to DEPARTMENT shall be addressed to the Secretary of Transportation at the then-current address of the Secretary of Transportation. Notice of cancellation to MUNICIPALITY shall be addressed to the General Manager at the then current address of MUNICIPALITY's principal offices.

8. The DEPARTMENT has the right to terminate this Agreement for reasons as stated in the following paragraphs. Termination shall be effective upon receipt of written notice from either party to the other.

A. Termination for Convenience:

DEPARTMENT shall have the right to terminate this Agreement for its convenience if DEPARTMENT determines termination to be in its best interest. MUNICIPALITY shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall MUNICIPALITY be entitled to recover loss of profits.

B. Non-Appropriation:

The DEPARTMENT's obligations are contingent upon appropriation of funds for the Project Agreement Purpose. The DEPARTMENT shall have the right to terminate a Project Agreement because of nonavailability of sufficient funds (state and/or federal) for the DEPARTMENT to pay for the services to be rendered under this Agreement.

C. Termination for Cause:

DEPARTMENT shall have the right to terminate this Agreement for MUNICIPALITY's default upon written notice to MUNICIPALITY. The DEPARTMENT shall have the right to terminate this Agreement or any Project Agreement executed with cause upon written notice to MUNICIPALITY.

9. This Agreement may not be modified or amended except in writing signed by duly authorized representatives of both MUNICIPALITY and DEPARTMENT. This Agreement may not be assigned by either party without the prior written authorization of the other party. This Agreement should not be construed to confer any rights upon any other persons or entities of any kind not a party hereto.

10. This Agreement shall be binding and inure to the benefit of the successors and assigns of MUNICIPALITY and DEPARTMENT.

11. MUNICIPALITY agrees to abide by the Commonwealth's "Contractor Integrity Provisions" and the "Provisions Concerning the Americans with Disabilities Act" set forth in Exhibits "A," and "B," and made a part of this Agreement.

12. 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 "C" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, by their duly authorized officials, on the date first above written.

ATTEST:

By _____
Date

by _____
Date

Title

Title

If a Corporation, the President or Vice President must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign.

=====

Do not write below this line – for Commonwealth use only

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

by _____
Scott Christie, P.E. Date
Deputy Secretary for Highway Administration

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

by _____
Chief Counsel Date

by _____
Assistant Counsel Date

by _____
Deputy Attorney General Date

Funds Commitment Document Number

Certified Funds Available under SAP Number

by _____
Deputy General Counsel Date

SAP Cost Center _____

GL Account _____

Amount _____

SAP Vendor Number _____

by _____
for Comptroller Date

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 procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. 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 with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act*, 65 Pa.C.S. §§1101 et seq.; the *State Adverse Interest Act*, 71 P.S. §776.1 et seq.; and the [Governor's Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the [Governor's Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, 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 Commonwealth official or employee.

7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, 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.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law*, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or

- g.** Otherwise required by law.
- 10.** Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
- a.** Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - b.** Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1)** obtaining;
 - (2)** attempting to obtain; or
 - (3)** performing a public contract or subcontract.Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
 - c.** Violation of federal or state antitrust statutes.
 - d.** Violation of any federal or state law regulating campaign contributions.
 - e.** Violation of any federal or state environmental law.
 - f.** Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
 - g.** Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
 - h.** Violation of any federal or state law prohibiting discrimination in employment.

- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these 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 Commonwealth Inspector General in writing.

14. 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.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of 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 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 refers to or concern this contract.
16. 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.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
 - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - 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 pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

- c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- 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 holding any position of management.
- e. "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.
- f. "Immediate family" means a spouse and any unemancipated child.
- 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.
- h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

January 16, 2001

PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

During the term of this 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 this contract or from activities provided for under this contract. As a condition of accepting and executing this 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 the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1.

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.

Revised February 1, 2010

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.


MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Proposal for Traffic Engineering Services – Upgrade of North Wales Road and Knapp Road Traffic Signal

MEETING DATE: November 25, 2013 ITEM NUMBER: #23

MEETING/AGENDA: ACTION XX NONE

REASON FOR CONSIDERATION: Operational: XX Policy: Discussion: Information:

INITIATED BY: Lawrence J. Gregan Township Manager  BOARD LIAISON: Robert J. Birch, Supervisor
Liaison – Public Safety Committee

BACKGROUND:

Attached is a proposal submitted by Township Traffic Engineer Kevin Johnson to perform traffic engineering services in order to obtain PennDOT approval for the installation of left turn advanced phases (left turn arrows) at the intersection of North Wales Road and Knapp Road. This improvement was identified in the Traffic Study performed for the Simon Properties/Wegmans development project and has long been an improvement desired by the Township and area residents. The project has been discussed with PennDOT and found to be acceptable.

The proposal includes preparation of a revised traffic signal permit plan and application package for submission to PennDot, attendance at a field meeting with PennDOT to review the conditions and scope of improvements attendance at Township meeting to discuss the improvements.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The proposal estimates the cost to perform the tasks in the amount of \$5,750 and will be paid from the \$300,000 traffic signal contribution received from Simon Properties.

RECOMMENDATION:

Approve the Traffic Engineer Study Proposal from Traffic Planning and Design, Inc., dated November 19, 2013, to perform traffic engineering services in order to obtain PennDOT approval for the installation of left turn advanced phases at the intersection of North Wales Road and Knapp Road.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Traffic Engineer Study Proposal from Traffic Planning and Design, Inc., dated November 19, 2013, to perform traffic engineering services in order to obtain PennDOT approval for the installation of left turn advanced phases at the intersection of North Wales Road and Knapp Road at a cost of \$5,750.00.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.



TRAFFIC PLANNING AND DESIGN, INC. PROFESSIONAL SERVICES AGREEMENT

Date: November 19, 2013

Client: Montgomery Township
Client Address: 1001 Stump Road
Montgomeryville, PA 18936

Client Contact: Larry Gregan, Township Manager

Project Name: North Wales Rd and Knapp Rd – Interim Improvements

Municipality/County/State: Montgomery Township, Montgomery County, PA

TPD Project Manager: Kevin Johnson, P.E.
TPD Project No.: MOTO.A1.00030

Traffic Planning and Design, Inc. (TPD) is pleased to submit this Professional Services Agreement ("Agreement") regarding the above-referenced project (the "Project"). Included in this Agreement are sections regarding **Assumptions, Scope of Services, Schedule, Fee Estimate and Standard Terms and Conditions.**

This Agreement will be between TPD and Montgomery Township ("Client").

In order for TPD to begin our services, we request that the Client review this Agreement and return a signed authorization to our office. We appreciate the opportunity to be of service on this Project.

ASSUMPTIONS

This Agreement has been prepared under the following assumptions, which reflect TPD's current understanding of the Project:

- The scope of improvements being considered at North Wales Road and Knapp Road are advanced left turn phases (left turn arrows). Note, this improvement was discussed previously with PennDOT and found to be acceptable.
- Regarding the additional improvements identified in the Wegman's traffic impact study, prepared by Pennoni Associates, Inc., TPD will coordinate with Township staff on the priority of those improvements and prepare separate proposals as needed.
- Submissions - This proposal covers the preparation of a revised traffic signal permit for submission to Montgomery Township and PennDOT with one resubmission to address minor comments from PennDOT. TPD will correct any mathematical,

analytical, or typographical errors in the study without further cost to the client. Any changes due to enlarged or changed scope, reviewer preference, or client preference will be performed on an out-of-scope basis.

If you disagree with any of these assumptions, please notify us at the time you authorize the study. Otherwise, we will proceed with the study using the assumptions listed above.

SCOPE OF SERVICES

TPD's Scope of Services under this Agreement shall include the following tasks:

1. TPD will review existing conditions and design and construction options for implementing the left turn phases with the Township staff and PennDOT (*previously completed*)
2. Obtain and analyze crash data from PennDOT and Montgomery Township for the intersection.
3. Using Synchro 8 and previously collected traffic volumes, prepare traffic signal timing analyses for the intersection of North Wales Road and Knapp Road.
4. Prepare a revised PennDOT traffic signal permit plan for the intersection of North Wales Road and Knapp Road to provide left turn advanced phases.
5. Prepare an Application for Traffic Signal Approval (PennDOT TE-160 form) for the Township's approval at a Board of Supervisors meeting
6. Prepare a traffic signal design package for submission to PennDOT with a copy to the Township. Upon review and approval from PennDOT, coordinate the submission of a final traffic signal permit plan on mylar to the Township for signature.
7. Update the PennDOT system coordination permit plan to include the changes to the existing traffic signals due to the proposed roadway improvements.
8. Attend one (1) field meeting with PennDOT, Township Staff and signal contractors to review the conditions and the scope of the improvements.
9. Coordinate with Township Staff, traffic signal contractors and traffic signal equipment suppliers regarding the project needs for this interim improvement.
10. If necessary, attend one (1) Board of Supervisors meeting to discuss the improvements.

PROJECT SCHEDULE

TPD's proposed schedule for our services included in the Scope of Services is as follows:

It is estimated that a draft report and revised permit plans will be completed **three (3) weeks** after the receiving notice to proceed. We will make every possible effort to have the information ready for any scheduled meeting dates.

In the event that TPD is delayed in the performance of the Services, through no fault of its own, then TPD shall be entitled to an equitable adjustment of the schedule.

FEES AND EXPENSES

Professional Services

The fee for TPD's performance of the tasks listed in the Scope of Services is **\$5,750.00**

Expenses

Expenses such as copies, prints, postage, mileage, next-day mail, and hand-delivery of materials **are** included in the estimated fee for professional services.

Meetings

The costs for attending meetings are **not** included in the fee estimate for professional services, unless such meetings are specifically included in the Scope of Services. All meetings not specifically covered in the Scope of Services will be attended at Client's request (or at Client's attorney's request) and will be billed hourly using TPD's applicable fee schedule at the time of the meeting. TPD will provide our current fee schedule for relevant personnel upon Client request.

Special Cost Provision

If, as part of any legal proceeding associated with this project, any TPD employee is subpoenaed for deposition or testimony purposes, Client will be billed at TPD's hourly rate (in effect at the time of deposition) for those services plus any related expenses.

{Continue to next Page for TPD Standard Terms and Conditions}

TPD STANDARD TERMS AND CONDITIONS

1. Payment Terms

- a. Invoices will be issued by Traffic Planning and Design, Inc. (TPD) as work proceeds. Payment is due within the invoice due date or where otherwise specified by this Agreement. Interest equal to 1.5% per month (18% per year) will be applied to unpaid invoices. Payments will be credited first to interest and then to principal.
- b. If fees are not paid in full within the due date, without liability, TPD reserves the right to pursue all appropriate remedies, including stopping work on five (5) days' notice and retaining all documents without recourse until the account is brought current.

2. Instruments of Service

- a. All Documents are Instruments of Service. TPD shall retain the copyright thereto, and an ownership and property interest therein whether or not the project is completed.
- b. TPD grants Client a non-exclusive license to use the Instruments of Service solely and exclusively for the purpose of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Client may make and retain copies of documents for information and reference in connection with use on the project by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the specific project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by TPD, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to TPD or to TPD's Consultants. Client shall defend, indemnify and hold harmless TPD and TPD's Consultants from all claims, damages, losses, economic damages and expenses, including attorneys' fees arising out of or resulting from such reuse or modification.

3. Standard of Care

TPD will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily used by members of the subject profession currently practicing in the same locality under similar conditions. No other representation and no warranty or guarantee, express or implied, is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

4. Limitation of Liability

- a. To the fullest extent permitted by law, the total liability in the aggregate, of TPD and TPD's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to TPD's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of this Agreement, misrepresentation, or breach of warranty of TPD or TPD's

officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by TPD under this Agreement or \$50,000 whichever is greater.

- b. Client and TPD agree to a mutual waiver of special, incidental, indirect, or consequential damages including but not limited to loss of profits, loss of use arising out of, resulting from, or in any way related to the project or this Agreement.
- c. TPD shall not be responsible for any acts or omissions, or accuracy of data and or information supplied upon which TPD may rely, of any Client, contractor, subcontractor, or supplier, or any agents or employees or any other persons acting on behalf of Client, contractor, subcontractor, or supplier; or for any decision made on interpretations or clarifications of information supplied by Client, contractor, subcontractor, or supplier without consultation and advice of TPD.

5. Termination

- a. The obligation to provide further services under this Agreement may be terminated:
 - i. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - ii. By TPD:
 - (1) upon seven days written notice if TPD believes that it is being requested by Client to furnish or perform services contrary to TPD's responsibilities as a licensed professional; or
 - (2) upon seven days written notice if TPD's services for the Project are delayed or suspended for more than 60 days for reasons beyond TPD's control.
 - (3) TPD shall have no liability to Owner on account of such termination.
- b. TPD shall not be obligated to resume services under the Agreement until Client has paid all sums previously due and owed by Client.

6. Successors and Beneficiaries

TPD and Client each is hereby bound and the partners, successors, executors, administrators, and legal representatives of TPD and Client are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

7. Mediation

Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this

Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the Commonwealth of Pennsylvania.

8. Invalidity of Provisions

If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

9. Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

10. Total Agreement

- a. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between TPD and Client and supersedes all prior written or oral understandings. This Agreement may only be amended or modified by a TPD representative.
- b. Signatures transmitted via facsimile or in PDF format by electronic mail shall be binding upon the parties hereto with the same force and effect as original signatures.

{Continue to next page for Authorization Page}

AUTHORIZATION PAGE

Confidentiality

Client agrees that the Scope of Services and related provisions included in this Agreement represent a valuable and unique work product developed by TPD specifically for this Project, which may not be used or disclosed by Client for any purpose without TPD's express consent in writing. This specifically precludes Client from utilizing the enclosed Scope of Services for the purpose of soliciting competitive bids from other engineering companies, unless TPD has been compensated for our services in developing the Scope of Services and related provisions. Client also agrees to keep the terms of this Agreement confidential, and that any unauthorized use or disclosure of TPD's Agreement, Standard Terms and Conditions, or related rate schedule constitutes a violation of applicable state laws, regarding, without limitation, unfair competition, misappropriation, and trade secrets.

Client Acceptance of Services Agreement

TPD's offer of services under this Agreement shall remain valid for thirty (30) calendar days from the date of this Agreement. Acceptance of the Agreement after the end of the thirty (30) day period shall be valid only if TPD elects, in writing, to reaffirm the Agreement, and waives its right to re-evaluate and resubmit the Agreement. In order for TPD to begin our services, we request that Client review this Agreement and return the signed authorization to our office.

This Services Agreement prepared by:

Traffic Planning and Design, Inc. (TPD)


Kevin Johnson, P.E., President

Client Authorization (TPD Job # - MOTO.A1.00030)

Client authorizes TPD to proceed with the services as described within this Agreement:

Signature: _____ Date: _____
Name (Please Print): _____
Position: _____
Firm: _____
E-mail Address: _____
Phone Number: _____

Please retain one copy for your file and forward an executed copy to TPD.

Headquarters for Traffic Planning and Design, Inc. (TPD)
2500 East High Street, Suite 650
Pottstown, PA 19464
Phone 610.326.3100
www.trafficpd.com



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Acceptance of Recommendation - Site Work Progress Payment Request #11
– Friendship Park Improvements

MEETING DATE: November 25, 2013

ITEM NUMBER *#24*

MEETING/AGENDA:

ACTION **xx** NONE

REASON FOR CONSIDERATION: Operational: Policy: Discussion: **xx** Information:

INITIATED BY: Lawrence J. Gegan
Township Manager

BOARD LIAISON: Michael J. Fox, Supervisor
Liaison – Park and Recreation Board



BACKGROUND:

In September, the Cutler Group authorized its contractor, Wolverine Constructors, to proceed with certain improvements on the Township's Friendship Park. The work involves site grading and paving improvements on the Park property in accordance with plans prepared by Chambers and Associates and in compliance with the approved NPDES permit for this work. The cost for the improvements is being paid by the Cutler Group as a credit against contributions offered by the Cutler Group in conjunction with the Montgomery Walk Development.

The total cost for this scope of improvement to the park is \$513,681.37 and Wolverine Constructors is seeking an eleventh progress payment in the amount of \$34,602.00 from The Cutler Group bringing the total amount paid for work completed to date to \$446,311.35. The Township Engineer has inspected the site and has found the work completed to date to be satisfactory and in accordance with the approved plans.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

The Board previously accepted work completed on the site per Wolverine's Payment Requests #1 - 10.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Accept Township Engineer's recommendation that the work completed per Wolverine's Payment Request # 11 to The Cutler Group is satisfactory and in accordance with the approved plans. Upon acceptance, The Cutler Group will be notified of the Township's acceptance so that they can proceed with payment to Wolverine in accordance with the provisions of their contract.

MOTION/RESOLUTION:

Now Therefore Be It Resolved by the Board of Supervisors that we hereby accept the Township Engineer's recommendation that the site work being performed at Friendship Park by Wolverine Constructors, Inc., as detailed in Wolverine's Payment request # 11 has been completed in accordance with the approved plans and specifications and that the Cutler Group be notified of the Township's acceptance so that they can proceed with payment to Wolverine in accordance with the provisions of their contract.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.



GILMORE & ASSOCIATES, INC.

ENGINEERING & CONSULTING SERVICES

November 20, 2013

File No. 12-01109

Lawrence Gregan, Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Reference: Friendship Park
Release of Funds for Site Improvements No. 11

Dear Mr. Gregan:

As requested by the Township, Gilmore & Associates, Inc. has observed the work completed by the Cutler Group Inc. for the period through October 31, 2013. We have found the work completed in an amount of \$34,602.00 as itemized on the enclosed Application and Certificate of Payment Forms as provided by Wolverine Constructors, Inc. to be satisfactory and in accordance with the approved plans.

These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer. As always, please call me if you have any questions regarding this matter.

Sincerely,

James P. Dougherty, P.E.
Project Manager
Gilmore & Associates, Inc.

JPD/si

Enclosure: As referenced

cc: Bruce Shoupe, Director of Planning and Zoning, Montgomery Township
Kevin Costello, Director of Public Works, Montgomery Township
Deb Rivas, Administration Supervisor, Montgomery Township
Chuck Splendore, McBride & Murphy
Rick Smalley, Wolverine Construction, Inc.
Brian Dusault, Gilmore & Associates, Inc.

BUILDING ON A FOUNDATION OF EXCELLENCE

65 E. Butler Avenue | Suite 100 | New Britain, PA 18901
Phone: 215-345-4330 | Fax: 215-345-8606
www.gilmore-assoc.com

DOCUMENT G702

PAGE 1 OF 1

PROJECT:

APPLICATION NO.

11

Distribution to:

FRIENDSHIP PARK

APPLICATION DATE: 10/31/2013

PERIOD TO: 10/31/2013

ARCHITECTS

PROJECT NO. NONE

CONTRACT DATE

WOLVERINE CONSTRUCTORS INC.
145 PACIFIC DRIVE
QUAKERTOWN PA 18951

Application is made for Payment; as shown below, in connection with the Contract.
Continuation Sheet, Document G703, is attached.

Change orders approved in previous months by owner.		ADDITIONS	DEDUCTIONS
TOTAL			
APPROVED THIS MONTH			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

1. ORIGINAL CONTRACT SUM	\$546,463.82
2. NET CHANGE BY CHANGE ORDERS	(\$2,000.45)
3. CONTRACT SUM TO DATE (LINE 1 + LINE 2)	\$544,463.37
4. TOTAL COMPLETED & STORED TO DATE	\$446,311.35
(COLUMN G ON G703)	
5. RETAINAGE:	
A 0% OF COMPLETED WORK	\$0.00
(COLUMN D + E ON G703)	
B 0% OF STORED MATERIAL	\$0.00
(COLUMN F ON G703)	
TOTAL RETAINAGE (LINE 5A + 5B OR	
TOTAL IN COLUMN I OF G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$446,311.35
(LINE 4 LESS LINE 5 TOTAL)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (LINE 6 FROM PRIOR CERTIFICATE)	\$411,709.35
8. CURRENT PAYMENT DUE	\$34,602.00
9. BALANCE TO FINISH, PLUS RETAINAGE	\$98,152.02
(LINE 3 LESS LINE 6)	

State of: **Pennsylvania** County of: **Bucks**

Subscribed and sworn to before me this _____ day of _____

Notary Public:

My Commission expires:

Date:

AMOUNT CERTIFIED

(Attach Explanation if amount certified differs from amount applied for.)

CONTRACTOR:

By:

Date:

This certificate is non negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Contractor under this Contract.

CONTINUATION SHEET

DOCUMENT G703

PAGE 2 OF 5

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 11
APPLICATION DATE: 10/31/2013
PERIOD TO: 10/31/2013
ARCHITECT'S PROJECT NO.: NONE

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D-E-F)	H % (G-C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD					
1.01	MOBILIZATION	\$1,500.00	\$750.00	\$0.00	\$0.00	\$750.00		\$750.00	\$0.00
2.01	REMOVE EXISTING CURB AT PARKING AREA	\$204.00	\$204.00	\$0.00	\$0.00	\$204.00		\$0.00	\$0.00
2.02	CLEAR & GRUB	\$10,800.00	\$10,800.00	\$0.00	\$0.00	\$10,800.00		\$0.00	\$0.00
3.01	CONSTRUCION ENTRANCE	\$1,862.00	\$1,862.00	\$0.00	\$0.00	\$1,862.00		\$0.00	\$0.00
3.02	24" FILTREX SOCK	\$4,800.95	\$4,800.95	\$0.00	\$0.00	\$4,800.95		\$0.00	\$0.00
3.03	18" FILTREX SOCK	\$2,182.25	\$2,182.25	\$0.00	\$0.00	\$2,182.25		\$0.00	\$0.00
3.04	TEMP CONSTRUCION FENCE	\$652.00	\$0.00	\$0.00	\$0.00	\$0.00		\$652.00	\$0.00
3.05	TEMP. SEED TOPSOIL STOCK & SED TRAPS	\$3,120.00	\$3,120.00	\$0.00	\$0.00	\$3,120.00		\$0.00	\$0.00
3.06	INLET FILTERS SILT SACKS	\$980.00	\$980.00	\$0.00	\$0.00	\$980.00		\$0.00	\$0.00
3.07	SED TRAP 1 CUT FILL	\$3,450.00	\$3,450.00	\$0.00	\$0.00	\$3,450.00		\$0.00	\$0.00
3.08	SED TRAP 1 GRADE	\$494.00	\$494.00	\$0.00	\$0.00	\$494.00		\$0.00	\$0.00
3.09	SED TRAP 1 OUTLET RAISE	\$350.00	\$350.00	\$0.00	\$0.00	\$350.00		\$0.00	\$0.00
3.10	SED TRAP 2 CUT FILL	\$1,454.40	\$1,454.40	\$0.00	\$0.00	\$1,454.40		\$0.00	\$0.00
3.11	SED TRAP 2 GRADE	\$285.00	\$285.00	\$0.00	\$0.00	\$285.00		\$0.00	\$0.00
3.12	SED TRAP 2 STONE SPILLWAY	\$346.00	\$346.00	\$0.00	\$0.00	\$346.00		\$0.00	\$0.00
3.13	SED TRAP 3 CUT FILL	\$723.20	\$723.20	\$0.00	\$0.00	\$723.20		\$0.00	\$0.00
3.14	SED TRAP 3 GRADE	\$104.00	\$104.00	\$0.00	\$0.00	\$104.00		\$0.00	\$0.00
3.15	SED TRAP 3 OUTLET RISER	\$350.00	\$350.00	\$0.00	\$0.00	\$350.00		\$0.00	\$0.00
3.16	6" DIA DOMED RISER	\$1,552.00	\$776.00	\$0.00	\$0.00	\$776.00		\$776.00	\$0.00

CONTINUATION SHEET

DOCUMENT G703

PAGE 3 OF 5

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
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APPLICATION NUMBER: 11
APPLICATION DATE: 10/31/2013
PERIOD TO: 10/31/2013
ARCHITECT'S PROJECT NO.: NONE

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D-E-F)	H % (G-C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD					
3.17	R3 ROCK FILTER IN SED TRAPS	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00		\$0.00	\$0.00
3.18	SED TRAP 1 CONVERSION	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,500.00	\$0.00
3.19	SED TRAP 3 CONVERSIONS	\$1,243.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,243.00	\$0.00
4.01	STRIP TOPSOIL AND STOCKPILE	\$30,800.00	\$30,800.00	\$0.00	\$0.00	\$30,800.00		\$0.00	\$0.00
4.02	REPLACE TOPSOIL	\$38,500.00	\$38,500.00	\$0.00	\$0.00	\$38,500.00		\$0.00	\$0.00
4.03	ROUGH GRADE CUT	\$22,206.80	\$22,206.80	\$0.00	\$0.00	\$22,206.80		\$0.00	\$0.00
4.04	ROUGH GRADE FILL	\$12,112.50	\$12,112.50	\$0.00	\$0.00	\$12,112.50		\$0.00	\$0.00
4.05	FINE GRADE	\$8,640.00	\$8,640.00	\$0.00	\$0.00	\$8,640.00		\$0.00	\$0.00
4.06	RAIN GARDEN 1 PLANTING SOIL MIXTURE	\$3,192.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,192.00	\$0.00
4.07	RAIN GARDEN 2 CUT FILL	\$3,696.60	\$0.00	\$0.00	\$0.00	\$0.00		\$3,696.60	\$0.00
4.08	RAIN GARDEN 2 GRADE	\$142.50	\$0.00	\$0.00	\$0.00	\$0.00		\$142.50	\$0.00
4.09	RAIN GARDEN 2 PLANTING SOIL MIXTURE	\$5,778.00	\$0.00	\$0.00	\$0.00	\$0.00		\$5,778.00	\$0.00
4.10	SWALE A	\$353.40	\$353.40	\$0.00	\$0.00	\$353.40		\$0.00	\$0.00
4.11	RAIN GARDEN ECB S75	\$1,297.50	\$0.00	\$0.00	\$0.00	\$0.00		\$1,297.50	\$0.00
4.12	SWALE ECB	\$11,257.50	\$8,977.50	\$0.00	\$0.00	\$8,977.50		\$2,280.00	\$0.00
5.01	RAIN GARDEN1 SPILLWAY	\$375.00	\$0.00	\$0.00	\$0.00	\$0.00		\$375.00	\$0.00
5.02	RAIN GARDEN 2 SPILLWAY	\$525.00	\$0.00	\$0.00	\$0.00	\$0.00		\$525.00	\$0.00
5.03	4" HDPE ROOF DRAIN	\$990.00	\$990.00	\$0.00	\$0.00	\$990.00		\$0.00	\$0.00
5.04	6" HDPE	\$4,048.00	\$4,048.00	\$0.00	\$0.00	\$4,048.00		\$0.00	\$0.00

CONTINUATION SHEET

DOCUMENT G703

PAGE 4 OF 5

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
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APPLICATION NUMBER: 11
APPLICATION DATE: 10/31/2013
PERIOD TO: 10/31/2013
ARCHITECT'S PROJECT NO.: NONE

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D-E-F)	H % (G-C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD					
5.05	15" HDPE	\$5,053.00	\$5,053.00	\$0.00	\$0.00	\$5,053.00		\$0.00	\$0.00
5.06	18" HDPE	\$3,850.00	\$3,850.00	\$0.00	\$0.00	\$3,850.00		\$0.00	\$0.00
5.07	24" HDPE	\$15,480.00	\$15,480.00	\$0.00	\$0.00	\$15,480.00		\$0.00	\$0.00
5.08	END WALL 3 24" PIPE	\$1,220.00	\$1,220.00	\$0.00	\$0.00	\$1,220.00		\$0.00	\$0.00
5.09	RIP RAP APRON AT EW3	\$720.00	\$720.00	\$0.00	\$0.00	\$720.00		\$0.00	\$0.00
5.10	DOUBLE INLET	\$4,062.00	\$4,062.00	\$0.00	\$0.00	\$4,062.00		\$0.00	\$0.00
5.11	TYPE M INLET	\$10,155.00	\$10,155.00	\$0.00	\$0.00	\$10,155.00		\$0.00	\$0.00
5.12	TYPE M INLET SUMPED W/ SNOUT	\$2,031.00	\$2,031.00	\$0.00	\$0.00	\$2,031.00		\$0.00	\$0.00
5.13	CONNECT TO EX INLET F15	\$606.00	\$606.00	\$0.00	\$0.00	\$606.00		\$0.00	\$0.00
5.14	CONNECT TO EX INLET F5	\$606.00	\$606.00	\$0.00	\$0.00	\$606.00		\$0.00	\$0.00
5.15	CONNECT TO EX INLET F12	\$606.00	\$606.00	\$0.00	\$0.00	\$606.00		\$0.00	\$0.00
5.16	UNDERGROUND STORM SYSTEM 36" HDPE	\$34,338.00	\$34,338.00	\$0.00	\$0.00	\$34,338.00		\$0.00	\$0.00
6.01	2 IN CONDUIT W PULL LINE	\$4,320.00	\$4,320.00	\$0.00	\$0.00	\$4,320.00		\$0.00	\$0.00
6.02	1" CONDUIT WITH PULL LINE	\$1,280.00	\$1,280.00	\$0.00	\$0.00	\$1,280.00		\$0.00	\$0.00
6.03	JB26	NO BID	\$0.00	\$0.00	\$0.00	\$0.00		NO BID	\$0.00
6.04	JB27	NO BID	\$0.00	\$0.00	\$0.00	\$0.00		NO BID	\$0.00
7.01	10FT MACADAMWALK SUBGRADE	\$1,499.85	\$1,499.85	\$0.00	\$0.00	\$1,499.85		\$0.00	\$0.00
7.02	10FT MACADAMWALK 3" STONE SUBBASE	\$18,407.25	\$18,407.25	\$0.00	\$0.00	\$18,407.25		\$0.00	\$0.00
7.03	10FT MACADAMWALK 3" BINDER	\$41,723.10	\$22,338.00	\$0.00	\$0.00	\$22,338.00		\$19,385.10	\$0.00

CONTINUATION SHEET

DOCUMENT G703

PAGE 5 OF 5

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 11
APPLICATION DATE: 10/31/2013
PERIOD TO: 10/31/2013
ARCHITECT'S PROJECT NO.: NONE

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D-E-F)	% (G-C)		
7.04	10FT MACADAMWALK TACK COAT	\$1,636.20	\$1,636.20	\$0.00	\$0.00	\$1,636.20		\$0.00	\$0.00
7.05	10FT MACADAMWALK 1.5" WEARING	\$23,179.50	\$23,179.50	\$0.00	\$0.00	\$23,179.50		\$0.00	\$0.00
7.06	DEPRESSED CURB	\$1,530.00	\$0.00	\$1,530.00	\$0.00	\$1,530.00		\$0.00	\$0.00
7.07	PARKING AREA STRIPING	\$478.00	\$0.00	\$0.00	\$0.00	\$0.00		\$478.00	\$0.00
7.08	PARKING AREA SIGNS	\$525.00	\$0.00	\$0.00	\$0.00	\$0.00		\$525.00	\$0.00
8.01	3/4 INCH WATER LINE TO PAVILION	\$2,720.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,720.00	\$0.00
8.02	16"X 3/4" WET TAP	\$987.00	\$987.00	\$0.00	\$0.00	\$987.00		\$0.00	\$0.00
8.03	ROAD EXCAVATION, BACKFILL & RESTORAT	\$1,749.00	\$1,749.00	\$0.00	\$0.00	\$1,749.00		\$0.00	\$0.00
8.04	MP&T	\$1,640.00	\$1,640.00	\$0.00	\$0.00	\$1,640.00		\$0.00	\$0.00
8.05	3/4" WATER LINE TO FUTURE RESTROOM A	\$7,350.00	\$7,350.00	\$0.00	\$0.00	\$7,350.00		\$0.00	\$0.00
8.06	16"X 3/4" WET TAP	\$987.00	\$987.00	\$0.00	\$0.00	\$987.00		\$0.00	\$0.00
8.07	ROAD EXCAVATION, BACKFILL & RESTORAT	\$1,749.00	\$1,749.00	\$0.00	\$0.00	\$1,749.00		\$0.00	\$0.00
8.08	MP&T	\$1,640.00	\$1,640.00	\$0.00	\$0.00	\$1,640.00		\$0.00	\$0.00
9.01	6 IN DIP TO FUTURE RESTROOM	\$14,350.00	\$14,350.00	\$0.00	\$0.00	\$14,350.00		\$0.00	\$0.00
9.02	CONNECTION TO EXISTING MANHOLE	\$1,782.00	\$1,782.00	\$0.00	\$0.00	\$1,782.00		\$0.00	\$0.00
9.03	ROAD EXCAVATION, BACKFILL & RESTORAT	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00		\$0.00	\$0.00
9.04	MP&T	\$1,640.00	\$1,640.00	\$0.00	\$0.00	\$1,640.00		\$0.00	\$0.00
10.01	PERMANENET SEEDING & STRAW / HAY MU	\$34,280.00	\$9,120.00	\$12,580.00	\$0.00	\$21,700.00		\$12,580.00	\$0.00
10.02	RAIN GARDEN SEEDING	\$621.68	\$0.00	\$0.00	\$0.00	\$0.00		\$621.68	\$0.00

CONTINUATION SHEET

DOCUMENT G703

PAGE 6 OF 5

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APPLICATION NUMBER: 11
APPLICATION DATE: 10/31/2013
PERIOD TO: 10/31/2013
ARCHITECT'S PROJECT NO.: NONE

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D-E-F)	% (G-C)		
10.03	SWALE A SEEDING	\$44.64	\$0.00	\$0.00	\$0.00	\$0.00		\$44.64	\$0.00
A1.01	PARKING AREA EXCAVATE TO SUBGRADE	\$1,650.00	\$1,650.00	\$0.00	\$0.00	\$1,650.00		\$0.00	\$0.00
A1.02	PARK AREA 8 IN STONE SUBBASE	\$40,500.00	\$40,500.00	\$0.00	\$0.00	\$40,500.00		\$0.00	\$0.00
A1.03	PARKING AREA 3" BINDER	\$44,700.00	\$44,700.00	\$0.00	\$0.00	\$44,700.00		\$0.00	\$0.00
A1.04	PARKING AREA TACK COAT	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,800.00	\$0.00
A1.05	PARKING AREA 1.5" WEARING	\$25,500.00	\$0.00	\$0.00	\$0.00	\$0.00		\$25,500.00	\$0.00
CO #1	TEMPORARY SEED	N/A	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
CO #2	ADD ELECTRIC JB, DELETE WATER & SEWE	(\$26,374.00)	(\$26,374.00)	\$0.00	\$0.00	(\$26,374.00)		\$0.00	\$0.00
CO #3	WALKING PATH	(\$6,408.45)	(\$6,408.45)	\$0.00	\$0.00	(\$6,408.45)		\$0.00	\$0.00
CO #4	ADDITIONAL STORM	\$30,782.00	\$0.00	\$20,492.00	\$0.00	\$20,492.00		\$10,290.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
		\$544,463.37	\$411,709.35	\$34,602.00	\$0.00	\$446,311.35		\$98,152.02	\$0.00



PROPOSAL WOLVERINE CONSTRUCTORS INC.

145 PACIFIC DRIVE
QUAKERTOWN, PA. 18951
215-536-7370 FAX 215-538-5476

DAVID CUTLER GROUP

10/19/2012

PROPOSAL SUBMITTED TO	ESTIMATE NUMBER	DATE
191 COMMERCE DRIVE	FRIENDSHIP PARK	
STREET	JOB NAME	
MONTGOMERYVILLE PA 18936	ENCLAVE BLVD, MONT. TWP.	
CITY, STATE and ZIP	JOB LOCATION	
CONTACT	PHONE	FAX
	DATE OF PLANS	

WOLVERINE CONSTRUCTORS INC. We hereby submit specifications and estimates

COST CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	MOBILIZATION				
1.01	MOBILIZATION	LS	1	\$1,500.00	\$1,500.00
0001 MOBILIZATION			SUBTOTAL:		\$1,500.00
2	DEMOLITION				
2.01	REMOVE EXISTING CURB AT PARKING AREA	LF	51	\$4.00	\$204.00
2.02	CLEAR & GRUB	LS	1	\$10,800.00	\$10,800.00
0002 DEMOLITION			SUBTOTAL:		\$11,004.00
3	EROSION & SEDIMENT CONTROL				
3.01	CONSTRUCTION ENTRANCE	EA	1	\$1,862.00	\$1,862.00
3.02	24" FILTREX SOCK	LF	473	\$10.15	\$4,800.95
3.03	18" FILTREX SOCK	LF	301	\$7.25	\$2,182.25
3.04	TEMP CONSTRUCTION FENCE	LF	326	\$2.00	\$652.00
3.05	TEMP. SEED TOPSOIL STOCK & SED TRAPS	SF	52000	\$0.06	\$3,120.00
3.06	INLET FILTERS SILT SACKS	EA	7	\$140.00	\$980.00
3.07	SED TRAP 1 CUT FILL	CY	1000	\$3.45	\$3,450.00
3.08	SED TRAP 1 GRADE	SY	2470	\$0.20	\$494.00
3.09	SED TRAP 1 OUTLET RAISE	LS	1	\$350.00	\$350.00
3.10	SED TRAP 2 CUT FILL	CY	606	\$2.40	\$1,454.40
3.11	SED TRAP 2 GRADE	SY	1425	\$0.20	\$285.00
3.12	SED TRAP 2 STONE SPILLWAY	LKS	1	\$346.00	\$346.00
3.13	SED TRAP 3 CUT FILL	CY	226	\$3.20	\$723.20
3.14	SED TRAP 3 GRADE	SY	520	\$0.20	\$104.00
3.15	SED TRAP 3 OUTLET RISER	LS	1	\$350.00	\$350.00
3.16	6" DIA DOMED RISER	EA	2	\$776.00	\$1,552.00
3.17	R3 ROCK FILTER IN SED TRAPS	EA	2	\$300.00	\$600.00
3.18	SED TRAP 1 CONVERSION	CY	1000	\$3.50	\$3,500.00
3.19	SED TRAP 3 CONVERSIONS	CY	226	\$5.50	\$1,243.00
0003 EROSION & SEDIMENT			SUBTOTAL:		\$28,048.80

PREVIOUS BILLED		APPLICATION 11		BALANCE TO FINISH	
DATE:	6/5/2013	DATE:	10/31/2013	DATE:	10/31/2013
PREV QTY	PREV TOT	BILL QTY	TOTAL	BILL QTY	TOTAL
0.5	\$750.00			1	\$750.00
SUBTOTAL=		SUBTOTAL=		SUBTOTAL=	
51	\$204.00				
1	\$10,800.00				
SUBTOTAL=		SUBTOTAL=		SUBTOTAL=	
1	\$1,862.00				
473	\$4,800.95				
301	\$2,182.25				
				326	\$652.00
52000	\$3,120.00				
7	\$980.00				
1000	\$3,450.00				
2470	\$494.00				
1	\$350.00				
606	\$1,454.40				
1425	\$285.00				
1	\$346.00				
226	\$723.20				
520	\$104.00				
1	\$350.00				
1	\$776.00			1	\$776.00
2	\$600.00				
				1000	\$3,500.00
				226	\$1,243.00
SUBTOTAL=		SUBTOTAL=		SUBTOTAL=	
SUBTOTAL=		SUBTOTAL=		SUBTOTAL=	

WOLVERINE CONSTRUCTORS INC. We hereby submit specifications and estimates						PREVIOUS BILLED		APPLICATION 11		BALANCE TO FINISH	
COST CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	DATE:	6/5/2013	DATE:	10/31/2013	DATE:	10/31/2013
						PREV QTY	PREV TOT	BILL QTY	TOTAL	BILL QTY	TOTAL
4	EARTHWORK										
4.01	STRIP TOPSOIL AND STOCKPILE	CY	11000	\$2.80	\$30,800.00	11000	\$30,800.00				
4.02	REPLACE TOPSOIL	CY	11000	\$3.50	\$38,500.00	11000	\$38,500.00				
4.03	ROUGH GRADE CUT	CY	7931	\$2.80	\$22,206.80	7931	\$22,206.80				
4.04	ROUGH GRADE FILL	CY	8075	\$1.50	\$12,112.50	8075	\$12,112.50				
4.05	FINE GRADE	SY	48000	\$0.18	\$8,640.00	48000	\$8,640.00				
4.06	RAIN GARDEN 1 PLANTING SOIL MIXTURE	CY	114	\$28.00	\$3,192.00					114	\$3,192.00
4.07	RAIN GARDEN 2 CUT FILL	CY	151.5	\$24.40	\$3,696.60					152	\$3,696.60
4.08	RAIN GARDEN 2 GRADE	SF	1425	\$0.10	\$142.50					1425	\$142.50
4.09	RAIN GARDEN 2 PLANTING SOIL MIXTURE	CY	270	\$21.40	\$5,778.00					270	\$5,778.00
4.10	SWALE A	SY	62	\$5.70	\$353.40	62	\$353.40				
4.11	RAIN GARDEN ECB S75	SY	865	\$1.50	\$1,297.50					865	\$1,297.50
4.12	SWALE ECB	SY	1975	\$5.70	\$11,257.50	1575	\$8,977.50			400	\$2,280.00
0004 EARTHWORK SUBTOTAL:					\$137,976.80	SUBTOTAL=		\$121,590.20	SUBTOTAL=		\$16,386.60
5	STORM WATER MANAGEMENT										
5.01	RAIN GARDEN1 SPILLWAY	SF	625	\$0.60	\$375.00					625	\$375.00
5.02	RAIN GARDEN 2 SPILLWAY	SF	875	\$0.60	\$525.00					875	\$525.00
5.03	4" HDPE ROOF DRAIN	LF	110	\$9.00	\$990.00	110	\$990.00				
5.04	6" HDPE	LF	176	\$23.00	\$4,048.00	176	\$4,048.00				
5.05	15" HDPE	LF	163	\$31.00	\$5,053.00	163	\$5,053.00				
5.06	18" HDPE	LF	110	\$35.00	\$3,850.00	110	\$3,850.00				
5.07	24" HDPE	LF	344	\$45.00	\$15,480.00	344	\$15,480.00				
5.08	END WALL 3 24" PIPE	LS	1	\$1,220.00	\$1,220.00	1	\$1,220.00				
5.09	RIP RAP APRON AT EW3	LS	1	\$720.00	\$720.00	1	\$720.00				
5.10	DOUBLE INLET	EA	2	\$2,031.00	\$4,062.00	2	\$4,062.00				
5.11	TYPE M INLET	EA	5	\$2,031.00	\$10,155.00	5	\$10,155.00				
5.12	TYPE M INLET SUMPED W/ SNOUT	EA	1	\$2,031.00	\$2,031.00	1	\$2,031.00				
5.13	CONNECT TO EX INLET F15	LS	1	\$606.00	\$606.00	1	\$606.00				
5.14	CONNECT TO EX INLET F5	LS	1	\$606.00	\$606.00	1	\$606.00				
5.15	CONNECT TO EX INLET F12	LS	1	\$606.00	\$606.00	1	\$606.00				
5.16	UNDERGROUND STORM SYSTEM 36" HDPE	LS	1	\$34,338.00	\$34,338.00	1	\$34,338.00				
0005 STORM WATER MAN SUBTOTAL:					\$84,665.00	SUBTOTAL=		\$83,765.00	SUBTOTAL=		\$900.00
6	ELECTRICAL										
6.01	2 IN CONDUIT W PULL LINE	LF	1350	\$3.20	\$4,320.00	1350	\$4,320.00				
6.02	1" CONDUIT WITH PULL LINE	LF	400	\$3.20	\$1,280.00	400	\$1,280.00				
6.03	JB26	EA	17		NO BID					17	
6.04	JB27	EA	7		NO BID					7	
0006 ELECTRICAL SUBTOTAL:					\$5,600.00	SUBTOTAL=		\$5,600.00	SUBTOTAL=		

WOLVERINE CONSTRUCTORS INC. We hereby submit specifications and estimates						PREVIOUS BILLED		APPLICATION 11		BALANCE TO FINISH	
COST CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	DATE: 6/5/2013	PREV QTY	PREV TOT	DATE: 10/31/2013	BILL QTY	TOTAL
7	PAVING										
7.01	10FT MACADAMWALK SUBGRADE	SY	2727	\$0.55	\$1,499.85		2727	\$1,499.85			
7.02	10FT MACADAMWALK 3" STONE SUBBASE	SY	2727	\$6.75	\$18,407.25		2727	\$18,407.25			
7.03	10FT MACADAMWALK 3" BINDER	SY	2727	\$15.30	\$41,723.10		1460	\$22,338.00		1267	\$19,385.10
7.04	10FT MACADAMWALK TACK COAT	SY	2727	\$0.60	\$1,636.20		2727	\$1,636.20			
7.05	10FT MACADAMWALK 1.5" WEARING	SY	2727	\$8.50	\$23,179.50		2727	\$23,179.50			
7.06	DEPRESSED CURB	LF	51	\$30.00	\$1,530.00				51	\$1,530.00	
7.07	PARKING AREA STRIPING	LS	1	\$478.00	\$478.00					1	\$478.00
7.08	PARKING AREA SIGNS	EA	3	\$175.00	\$525.00					3	\$525.00
0007 PAVING					SUBTOTAL: \$88,978.90	SUBTOTAL=	\$67,060.80	SUBTOTAL=	\$1,530.00	SUBTOTAL=	\$20,388.10
8	WATER										
8.01	3/4 INCH WATER LINE TO PAVILION	LF	85	\$32.00	\$2,720.00					85	\$2,720.00
8.02	16"X 3/4" WET TAP	LS	1	\$987.00	\$987.00		1	\$987.00			
8.03	ROAD EXCAVATION, BACKFILL & RESTORATION	SF	100	\$17.49	\$1,749.00		100	\$1,749.00			
8.04	MP&T	LS	1	\$1,640.00	\$1,640.00		1	\$1,640.00			
8.05	3/4" WATER LINE TO FUTURE RESTROOM AREA	LF	350	\$21.00	\$7,350.00		350	\$7,350.00			
8.06	16"X 3/4" WET TAP	LS	1	\$987.00	\$987.00		1	\$987.00			
8.07	ROAD EXCAVATION, BACKFILL & RESTORATION	SF	100	\$17.49	\$1,749.00		100	\$1,749.00			
8.08	MP&T	LS	1	\$1,640.00	\$1,640.00		1	\$1,640.00			
0008 WATER					SUBTOTAL: \$18,822.00	SUBTOTAL=	\$16,102.00	SUBTOTAL=		SUBTOTAL=	\$2,720.00
9	SANITARY SEWER										
9.01	6 IN DIP TO FUTURE RESTROOM	LF	350	\$41.00	\$14,350.00		350	\$14,350.00			
9.02	CONNECTION TO EXISTING MANHOLE	LS	1	\$1,782.00	\$1,782.00		1	\$1,782.00			
9.03	ROAD EXCAVATION, BACKFILL & RESTORATION	SF	100	\$30.00	\$3,000.00		100	\$3,000.00			
9.04	MP&T	LS	1	\$1,640.00	\$1,640.00		1	\$1,640.00			
0009 SANITARY SEWER					SUBTOTAL: \$20,772.00	SUBTOTAL=	\$20,772.00	SUBTOTAL=		SUBTOTAL=	
10	LANDSCAPE & SEEDING										
10.01	PERMANENT SEEDING & STRAW / HAY MULCH	SF	428500	\$0.08	\$34,280.00		114000	\$9,120.00		157250	\$12,580.00
10.02	RAIN GARDEN SEEDING	SF	7771	\$0.08	\$621.68					7771	\$621.68
10.03	SWALE A SEEDING	SF	558	\$0.08	\$44.64					558	\$44.64
0010 LANDSCAPE & SEEDING					SUBTOTAL: \$34,946.32	SUBTOTAL=	\$9,120.00	SUBTOTAL=	\$12,580.00	SUBTOTAL=	\$13,246.32
ALT. 1	PARKING - ASPHALT										
A1.01	PARKING AREA EXCAVATE TO SUBGRADE	SY	3000	\$0.55	\$1,650.00		3000	\$1,650.00			
A1.02	PARK AREA 8 IN STONE SUBBASE	SY	3000	\$13.50	\$40,500.00		3000	\$40,500.00			
A1.03	PARKING AREA 3" BINDER	SY	3000	\$14.90	\$44,700.00		3000	\$44,700.00			
A1.04	PARKING AREA TACK COAT	SY	3000	\$0.60	\$1,800.00					3000	\$1,800.00
A1.05	PARKING AREA 1.5" WEARING	SY	3000	\$8.50	\$25,500.00					3000	\$25,500.00
ALT. 1 PARKING - ASPHALT					SUBTOTAL: \$114,150.00	SUBTOTAL=	\$86,850.00	SUBTOTAL=		SUBTOTAL=	\$27,300.00
BASE BID TOTAL					\$546,463.82	SUBTOTAL=	\$444,491.80	SUBTOTAL=	\$14,110.00	SUBTOTAL=	\$87,862.02

WOLVERINE CONSTRUCTORS INC. We hereby submit specifications and estimate						PREVIOUS BILLED		APPLICATION 11		BALANCE TO FINISH	
COST				UNIT		DATE: 6/5/2013		DATE: 10/31/2013		DATE: 10/31/2013	
CODE		DESCRIPTION		QUANTITY		PREV TOT		BILL QTY TOTAL		BILL QTY TOTAL	
WE PROPOSE hereby to furnish material and labor in accordance with specifications above, for the sum of:											
<div style="text-align: right;">dollars \$546,463.82</div>											
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>CONDITIONS: All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary Insurance. Our workers are fully covered by Workmen's Compensation Insurance.</p> </div> <div style="width: 35%;"> <p>Note: This Proposal may be withdrawn by us if not accepted within 30</p> <p>Authorized Signature _____</p> </div> </div>											
<div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. you are authorized to do the work as specified. Payment will be made within 30 days.</p> </div>											
<div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>SIGNATURE: _____</div> <div>Date: _____</div> </div>											

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Payment of Bills

MEETING DATE: November 25, 2013

ITEM NUMBER: *H25*

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Lawrence J. Grogan
Township Manager *LJG*

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approval all bills as presented.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
25460	11/21/13	00000499	MONTGOMERY TWP. PROFESSIONAL	170.26
25461	11/21/13	1264	MORGAN STANLEY SMITH BARNEY INC	5,792.73
55929	11/25/13	00000006	ACME UNIFORMS FOR INDUSTRY	174.25
55930	11/25/13	00001653	ADAM LION	1,000.00
55931	11/25/13	00001202	AIRGAS EAST, INC.	179.13
55932	11/25/13	00000523	AMERICAN FIRE SERVICES, LLC	5,653.64
55933	11/25/13	00000820	AMPRO	35.85
55934	11/25/13	00000027	ARMOUR & SONS ELECTRIC, INC.	124.40
55935	11/25/13	00000417	NANCY J. LARKIN	720.24
55936	11/25/13	00001938	BILL WIEGMAN	150.00
55937	11/25/13	00001903	BRIAN JANSSENS	45.00
55938	11/25/13	00000069	C L WEBER CO INC.	163.54
55939	11/25/13	00000072	CANON FINANCIAL SERVICES, INC	1,197.00
55940	11/25/13	00000380	CARL HERR	105.00
55941	11/25/13	00001601	CDW GOVERNMENT, INC.	1,452.76
55942	11/25/13	00000363	COMCAST CABLE	216.90
55943	11/25/13	00000108	COUNTY ELECTRIC SUPPLY COMPANY, I	135.10
55944	11/25/13	00001508	COUNTY LINE FENCE COMPANY, INC.	198.00
55945	11/25/13	00000554	DARREN GARRETT	100.00
55946	11/25/13	00000024	DAVID P. BENNETT	45.00
55947	11/25/13	00001945	DAVID S. WOLFE	30.00
55948	11/25/13	00001941	DAVID W. VASCONEZ	30.00
55949	11/25/13	00000629	DAVIDHEISER'S INC.	978.22
55950	11/25/13	00001627	DEER PARK DIRECT	97.19
55951	11/25/13	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	700.64
55952	11/25/13	00000612	DELAWARE VALLEY MUNICIPAL	75.00
55953	11/25/13	00000208	DELL MARKETING L.P.	716.66
55954	11/25/13	00000599	DEPARTMENT OF PUBLIC WELFARE	10.00
55955	11/25/13	00001172	DETLAN EQUIPMENT, INC.	4.78
55956	11/25/13	BT005639	DOGGIE STYLE	363.12
55957	11/25/13	00000146	E.A. DAGES, INC.	329.70
55958	11/25/13	00001809	ECYNBRO TRUCKING LLC	480.00
55959	11/25/13	00000161	EUREKA STONE QUARRY, INC.	136.74
55960	11/25/13	00000169	FEDEX	56.31
55961	11/25/13	00001466	FEDEX OFFICE	48.95
55962	11/25/13	00001669	FIRST HOSPITAL LABORATORIES, INC.	92.90
55963	11/25/13	00000174	FISHER & SON COMPANY, INC.	2,257.00
55964	11/25/13	00001852	G.L. SAYRE, INC.	8.91
55965	11/25/13	00000952	GILBARCO INC.	240.00
55966	11/25/13	00000193	GEORGE ALLEN PORTABLE TOILETS, IN	552.00
55967	11/25/13	00000198	GLASGOW, INC.	328.18
55968	11/25/13	00001842	GLEN ROETMAN	15.00
55969	11/25/13	00001323	GLICK FIRE EQUIPMENT COMPANY INC	342.27
55970	11/25/13	00000596	THE PROPHET CORPORATION	325.26

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
55971	11/25/13	00000418	GREG REIFF	100.00
55972	11/25/13	00000223	GUIDEMARK, INC.	650.00
55973	11/25/13	00000211	HAGEY COACH INC.	200.00
55974	11/25/13	00000215	HAVIS, INC.	443.40
55975	11/25/13	00001793	HILLTOWN TOWNSHIP	1,455.28
55976	11/25/13	00000903	HOME DEPOT CREDIT SERVICES	1,373.84
55977	11/25/13	00000133	BYM INC.	228.00
55978	11/25/13	00001052	HORSHAM TOWNSHIP	1,331.90
55979	11/25/13	00001857	HORSHAM VETERINARY HOSPITAL P.C.	351.23
55980	11/25/13	00001345	INTERNATIONAL ASSOCIATION OF	75.00
55981	11/25/13	00000531	INTERSTATE FLEETS, INC.	215.00
55982	11/25/13	00000555	J & J TRUCK EQUIPMENT	144.12
55983	11/25/13	00000522	JOE BIFOLCO	100.00
55984	11/25/13	00001964	JOHN CATALDI	60.00
55985	11/25/13	00000890	JOHN H. MOGENSEN	90.00
55986	11/25/13	00001042	JOHN MILLER AND SON, INC.	6,349.54
55987	11/25/13	00001817	A & B SUPPLY	9.19
55988	11/25/13	00001581	JOSEPH J. SIMES	330.00
55989	11/25/13	00001843	JOSEPH M. BENNETT	120.00
55990	11/25/13	00000740	K.J. DOOR SERVICES INC.	468.00
55991	11/25/13	00000372	KEMA-KEYSTONE EMERGENCY MGMT A	30.00
55992	11/25/13	00000264	KENCO HYDRAULICS, INC.	702.30
55993	11/25/13	00000572	KEVIN COSTELLO	326.50
55994	11/25/13	00000603	LANCE ALLEN	27.50
55995	11/25/13	00000270	JDN BLOCK INC.	1,335.05
55996	11/25/13	00000271	LANSDALE CHRYSLER PLYMOUTH INC.	260.25
55997	11/25/13	00000057	LAWN AND GOLF SUPPLY COMPANY, INC	19.84
55998	11/25/13	00000283	WILLIAM A. CRANE, V.M.D.,P.C.	59.00
55999	11/25/13	00000284	LIZELL OFFICE FURNITURE	12,693.00
56000	11/25/13	00000578	MARVIN MOSEBY	90.00
56001	11/25/13	00000201	LAWRENCE J. MURPHY	941.17
56002	11/25/13	00001968	MATTHEW VITUCCI	90.00
56003	11/25/13	00001330	MCCALLION STAFFING SPECIALISTS	1,476.00
56004	11/25/13	00000974	MCCARTHY AND COMPANY, PC	380.47
56005	11/25/13	00000743	MES - PENNSYLVANIA	5,483.62
56006	11/25/13	00001920	MICHAEL H. BEAN	75.00
56007	11/25/13	00001961	MICHAEL LONG	100.00
56008	11/25/13	00000867	MICHAEL SHEARER	60.00
56009	11/25/13	00002016	MICHAEL SHINTON	75.00
56010	11/25/13	00000606	MONTGOMERY CO FIRE CHIEF'S ASSOC	2,184.00
56011	11/25/13	00000324	MOYER INDOOR / OUTDOOR	409.00
56012	11/25/13	00001054	NEW BRITAIN TOWNSHIP	3,272.38
56013	11/25/13	00901964	NIHAD KAISERUDDIN AND	600.00
56014	11/25/13	00000376	NORTH PENN SCHOOL DISTRICT	800.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
56015	11/25/13	00000356	NORTH WALES WATER AUTHORITY	71.64
56016	11/25/13	00001134	OFFICE DEPOT, INC	1,267.17
56017	11/25/13	00001840	PAUL R. MOGENSEN	30.00
56018	11/25/13	00000095	PAUL SMITH	80.00
56019	11/25/13	00902017	PEACE VALLEY CONSTRUCTION	1,200.00
56020	11/25/13	00000399	PECO ENERGY	9,940.66
56021	11/25/13	00000397	PECO ENERGY	2,203.57
56022	11/25/13	00000595	PENN VALLEY CHEMICAL COMPANY	503.18
56023	11/25/13	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	207.10
56024	11/25/13	00000447	PETTY CASH - POLICE	207.77
56025	11/25/13	00000446	PHISCON ENTERPRISES, INC.	100.00
56026	11/25/13	00001155	PITNEY BOWES GLOBAL FINANCIAL	222.24
56027	11/25/13	00000592	PURELAND SUPPLY LLC	246.80
56028	11/25/13	00000519	RACHEL TROUTMAN	30.00
56029	11/25/13	00000436	RAY ALLEN MANUFACTURING CO INC	49.98
56030	11/25/13	00000439	RED THE UNIFORM TAILOR	1,113.00
56031	11/25/13	00000228	REGAL CINEMEDIA CORP	408.00
56032	11/25/13	00000600	REMINGTON ARMS CO., LLC	328.40
56033	11/25/13	00000278	RICHARD LESNIAK	125.40
56034	11/25/13	00000117	RIGGINS INC	2,063.00
56035	11/25/13	00000115	RIGGINS, INC	4,361.71
56036	11/25/13	00000061	ROBERT MCMONAGLE	15.00
56037	11/25/13	00000601	SABRECO INC	285.00
56038	11/25/13	BT005038	SALVI FOODS INC	151.70
56039	11/25/13	00000653	SCATTON'S HEATING & COOLING, INC.	1,452.72
56040	11/25/13	00000153	SHANNON DROSNOK	2,529.16
56041	11/25/13	LST05348	SHAVANI FOOD, LLC	6.68
56042	11/25/13	00000467	SNAP-ON INDUSTRIAL	361.20
56043	11/25/13	00001745	SONIA ISABEL THOMSON	3,362.20
56044	11/25/13	00001656	SOSMETAL PRODUCTS INC.	246.06
56045	11/25/13	00001394	STANDARD INSURANCE COMPANY	7,077.99
56046	11/25/13	00001847	STAPLES CONTRACT & COMMERCIAL, IN	998.64
56047	11/25/13	00001939	SERVICE TIRE TRUCK CENTERS	355.72
56048	11/25/13	00000593	SUBURBAN PROPANE-2751	926.42
56049	11/25/13	00001982	TEMPLE UNIVERSITY - CJTP	950.40
56050	11/25/13	00000496	21ST CENTURY MEDIA NEWSPAPER LLC	332.80
56051	11/25/13	00001771	TIMAC AGRO USA	1,070.00
56052	11/25/13	00000065	TIMOTHY MURRAY	15.00
56053	11/25/13	BT006230	TMI EMPLOYEE MANAGEMENT	792.06
56054	11/25/13	00000720	TRAIL ELECTRICAL SERVICE, INC.	3,400.00
56055	11/25/13	00000327	U.S. MUNICIPAL SUPPLY, INC.	356.75
56056	11/25/13	00000309	UL LLC	1,125.00
56057	11/25/13	00000032	VISA	195.00
56058	11/25/13	00000520	VALLEY POWER, INC.	2,628.38

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
56059	11/25/13	00000040	VERIZON PENNSYLVANIA INC	269.92
56060	11/25/13	00000038	VERIZON WIRELESS SERVICES, LLC	166.04
56061	11/25/13	00001839	VINAY SETTY	90.00
56062	11/25/13	00000442	VINCENT ZIRPOLI	150.00
56063	11/25/13	00000131	WAREHOUSE BATTERY OUTLET	297.00
56064	11/25/13	00001191	WARREN FUCHS	105.00
56065	11/25/13	00000538	WARRINGTON TOWNSHIP	3,269.90
56066	11/25/13	00000760	WASTE MANAGEMENT OF	547.51
56067	11/25/13	00001329	GENUINE PARTS COMPANY - NAPA	1,218.35
56068	11/25/13	00000632	WEST GENERATOR SERVICES INC.	231.00
56069	11/25/13	00001948	WILLIAM H. FLUCK IV	95.00
56070	11/25/13	00000249	WILLIAM R. GOLTZ	170.00
56071	11/25/13	00001546	WILSON'S HARDWARE & LOCKSMITHS	160.00
56072	11/25/13	00000590	YOCUM FORD	779.67
56073	11/25/13	00000550	ZEP MANUFACTURING COMPANY	303.46
56074	11/25/13	00000060	GRAF ENGINEERING, LLC	6,650.00
56075	11/25/13	00000932	KIMMEL BOGRETTE	101,273.55
56076	11/25/13	00000209	BOUCHER & JAMES, INC.	6,339.90
56077	11/25/13	00000085	CHAMBERS ASSOCIATES, INC.	3,461.41
56078	11/25/13	00000125	DISCHELL, BARTLE, YANOFF & DOOLEY	13,533.78
56079	11/25/13	00001902	ELLIOTT GREENLEAF &	400.00
56080	11/25/13	00001282	KENNETH AMEY	637.50
56081	11/25/13	00001972	ROBERT L. BRANT	877.50
56082	11/25/13	00000209	BOUCHER & JAMES, INC.	3,284.23
56083	11/25/13	00000125	DISCHELL, BARTLE, YANOFF & DOOLEY	26.00
TOTAL				269,192.43

MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
11/13/2013	Commonwealth of PA	State Tax Payment	\$7,651.15
11/21/2013	IRS	941 Payment	\$75,421.54
11/21/2013	BCG	401/457 Plan Payment	\$22,948.10
11/21/2013	SCDU	Withholding Payment	\$2,996.44
Total Paid as of 11/25/2013			\$109,017.23