



AGENDA
LANSDALE BOROUGH COUNCIL MEETING
WEDNESDAY JUNE 15, 2016
1 Vine Street, Lansdale
7:00PM

1. **Meeting called to order by Council President, Denton Burnell**
2. **Pledge of Allegiance**
3. **Silent Meditation**
4. **Roll Call**
5. **President's Comments**
6. **Presentation:**
 - Employee Anniversary Recognition
 - Business of the Month presented by Economic Development Committee
 - Lansdale/Abington/Jefferson Hospital
 - MS4 TMDL Strategy Report - AKRF
7. **Petitions**– Council may consider receiving written petitions. They may be read to a limit of five minutes being manifestly clear that there will be no verbal discussion or response to the petitions until that time designated for the hearing of persons later in the meeting.
8. **Lansdale residents to be heard on any item (five minutes)**
9. **Action Items:**
 - A. **Councilman Van Dame** - Motion to approve the Treasurer's Report.
 - B. **Councilman Van Dame** - Motion to approve the Bills over \$1,000.00.
 - C. **Councilman Van Dame** - Motion to approve the May Council meeting minutes.
 - D. **Councilman Van Dame** – Motion to adopt Res. 16-19 re: support an amendment to the Sterling Act.
 - E. **Councilman Van Dame** – Motion to adopt Res. 16-20 re: cooperation and reimbursement agreements with the Lansdale Parking Authority.
 - F. **Vice President Fuller** – Motion to accept the proposal for engineering and construction management for renovations to the grandstands at Weaver Field.
 - G. **Councilman Work** – Motion to support the Pop-Up Beer Garden, "The Dale".
 - H. **Councilman Malagari** – Motion to approve change order #5 for the WWTP Capacity Upgrade project.
 - I. **Councilman Malagari** – Motion to authorize payment #15 for work completed on the WWTP Capacity Upgrade project.
 - J. **Councilman Malagari** – Motion to authorize the submittal of the MS4 TMDL Strategy Report.
 - K. **Councilman Malagari** – Motion to authorize payment #4 (final) for work completed on the 9th Street Extension Off-site Improvement project.

- L. **Councilman Malagari** – Motion to authorize the purchase of a sludge truck for WWTP.
- M. **Councilman Malagari** – Motion to prepare and advertise bid specifications for the 2016 Roadway and Utility Rehabilitation project.
- N. **Councilman Malagari** – Motion to prepare and advertise bid specifications for 2016 Patch Paving project.

10. Information Items

- A. Mayor's Report
- B. Solicitor's Report
- C. Borough Manager's Report
- D. Comments for the good of Council

11. Old Business

12. New Business

13. Adjournment

****The Work Session of Lansdale Borough Council will be held on Wednesday, July 6, 2016 at 9:00pm. [This meeting will be held at Lansdale Borough Municipal Complex – One Vine Street, Lansdale in Council Chambers, 1st Floor.](#)**

***** The Business Meeting of Lansdale Borough Council will be held on Wednesday, July 20, 2016 at 7:00pm. [This meeting will be held at Lansdale Borough Municipal Complex – One Vine Street, Lansdale in Council Chambers, 1st Floor.](#)**

No.: A

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: June 15, 2016

I move that: Borough Council approve the Treasurer's Report for the month of May, which shows
the expenditures listed on the attachment.

(This section contains multiple horizontal lines for additional text or signatures, with a large "Draft" watermark overlaid.)

Presented by: _____ Van Dame

Seconded by: _____

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
Executive	General Fund	PARTNERSHIP TMA, THE DELAWARE VALLEY HEALTH INSURANCE	5/20/16	2016 ANNUAL MEMBERSHIP DUE	1,700.00
			5/06/16	05/2016- HEALTH INSURANCE	6,805.20
				TOTAL:	8,505.20
Financial Administrati	General Fund	MAILLIE FALCONIERO & CO. LLP DELAWARE VALLEY HEALTH INSURANCE	5/06/16	PROGRESS BILLING FOR 2015	3,000.00
			5/06/16	05/2016- HEALTH INSURANCE	5,077.79
				TOTAL:	8,077.79
Legal Services	General Fund	WISLER PEARLSTINE, LLP	5/06/16	Madison Lot/SEPTA/Liberty	5,402.00
			5/06/16	SEPTA - Parking Garage	3,146.00
			5/06/16	SEPTA/Liberty Bell Trail	4,024.50
		ECKERT SEAMANS CHERIN & MELLOTT, LLC	5/06/16	General Representation	1,410.00
			5/06/16	General Representation	8,943.71
				TOTAL:	22,926.21
General Administration	General Fund	GENERAL CODE PUBLISHERS LIBERTY PRINTING & OFFICE 21ST CENTURY MEDIA- PHILLY CLUSTER	5/20/16	ECODE360 ANNUAL MAINTENANC	1,195.00
			5/20/16	MAY 2016 NEWSLETTER&UPDATE	1,068.24
			5/20/16	SPRING CLEANUP AD	1,400.00
				TOTAL:	3,663.24
Information Technology	General Fund	ALL COVERED DELAWARE VALLEY HEALTH INSURANCE SCANTEK	5/06/16	VMWARE SUPPORT & SUBSCRIPT	1,191.44
			5/06/16	05/2016- HEALTH INSURANCE	6,095.33
			5/20/16	DOCUMENT MGMT SERVICES	1,016.40
				TOTAL:	8,303.17
Engineering	General Fund	REMINGTON VERNICK & BEACH	5/20/16	GENERAL ENGINEERING	6,190.00
			5/20/16	9TH ST STATION OFFSITE IMP	1,314.09
				TOTAL:	7,504.09
Buildings and Grounds	General Fund	DELAWARE VALLEY HEALTH INSURANCE M&M LANDSCAPING LLC	5/06/16	05/2016- HEALTH INSURANCE	3,396.28
			5/06/16	LANDSCAPE MAINT - BORO HAL	1,133.93
			5/20/16	RAIN GARDEN REPAIR	1,735.00
				TOTAL:	6,265.21
Police Services	General Fund	RED THE UNIFORM TAILOR ALL COVERED BRUCKNER, CHAD DELAWARE VALLEY HEALTH INSURANCE POLICE ACCREDITATION CONSULTANTS IMPROVED OFFICE SYSTEMS	5/20/16	UNIFORMS-POLICE	1,322.03
			5/20/16	UNIFORMS-POLICE	1,979.93
			5/20/16	04-16 COMPUTER SERVICE	1,985.00
			5/20/16	TUITION PROGRAM	2,494.12
			5/06/16	05/2016- HEALTH INSURANCE	65,729.87
			5/20/16	ACCREDITATION-POLICE	1,400.00
			5/20/16	FILE POCKETS-POLICE	1,039.67
				TOTAL:	75,950.62
Code Enforcement & Zon	General Fund	DELAWARE VALLEY HEALTH INSURANCE	5/06/16	05/2016- HEALTH INSURANCE	13,875.47
				TOTAL:	13,875.47
Planning Commission	General Fund	REMINGTON VERNICK & BEACH	5/06/16	NORTH PENN PROF CTR LAND D	2,640.00
				TOTAL:	2,640.00
Public Works	General Fund	DELAWARE VALLEY HEALTH INSURANCE	5/06/16	05/2016- HEALTH INSURANCE	20,450.47
				TOTAL:	20,450.47
Street Cleaning	General Fund	REPUBLIC SERVICES #320	5/06/16	05-16 REFUSE- APRIL	2,290.83
				TOTAL:	2,290.83
Sidewalks and Crosswal	General Fund	H.A. WEIGAND INC.	5/06/16	BOXES HOT TAPE	8,333.20

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
				TOTAL:	8,333.20
Storm Sewers and Drain	General Fund	HAJOCA CORPORATION	5/06/16	PVC PIPE-PW	1,254.61
		AKRF INC	5/06/16	LANSDALE TMDL	5,511.69
				TOTAL:	6,766.30
Fleet Maintenance Serv	General Fund	CLYDE S WALTON	5/20/16	GAS - POLICE	1,953.19
		D & S EMERGENCY EQUIPMENT	5/20/16	SPOTLIGHTS/LABOR - POLICE	1,140.80
				TOTAL:	3,093.99
Library	General Fund	LANSDALE PUBLIC LIBRARY	5/20/16	05 MONTHLY BUDGET CONTRIBU	39,500.00
				TOTAL:	39,500.00
Insurance	General Fund	UNIVEST INSURANCE, INC.	5/20/16	FIRE DEPT AUTO INSURANCE	2,194.00
		SELECTIVE INSURANCE COMPANY OF AMERICA	5/12/16	03-16 PACKAGE INSTALLMENT	8,019.67
				TOTAL:	10,213.67
Legal Services	Parking Fund	WISLER PEARLSTINE, LLP	5/06/16	Madison Parking Lot	1,630.00
			5/06/16	Freight House Property	1,682.00
				TOTAL:	3,312.00
Engineering	Parking Fund	REMINGTON VERNICK & BEACH	5/20/16	SEPTA PARKING GARAGE	9,608.90
				TOTAL:	9,608.90
Buildings and Grounds	421 West Main Stre	SIEMENS	5/06/16	FIRE SERVICE AGREEMENT	3,247.00
				TOTAL:	3,247.00
NON-DEPARTMENTAL	Electric Fund	RUMSEY ELECTRIC CO	5/20/16	(50) LINE TAPS	1,007.00
			5/20/16	(4) SOCKET 20A PLNG PBYPAS	1,392.96
				TOTAL:	2,399.96
Engineering	Electric Fund	PENNONI ASSOCIATES INC.	5/20/16	GENERAL TRAFFIC ENGINEERIN	16,936.90
		UTILITY ENGINEERS INC	5/20/16	GENERAL SERVICES	4,010.74
				TOTAL:	20,947.64
Administration	Electric Fund	DELAWARE VALLEY HEALTH INSURANCE	5/06/16	05/2016- HEALTH INSURANCE	32,201.30
		MAILROOM SYSTEMS INC	5/06/16	ELECTRIC/SEWER POSTAGE	1,871.03
			5/20/16	ELECTRIC POSTAGE	1,879.29
		TYLER TECHNOLOGIES, INC	5/20/16	INCODE TRAINING	6,559.53
				TOTAL:	42,511.15
Street Lighting	Electric Fund	VALLEY POWER INC	5/20/16	LED STREET LITES - ELEC	1,680.00
				TOTAL:	1,680.00
Fleet Maintenance Serv	Electric Fund	CITIZENS BANK	5/25/16	PURCHASING CARD APRIL -AND	1,129.00
		PV TRANSPORT	5/06/16	VEHICLE REPAIRS- VEHICLE #	1,657.09
				TOTAL:	2,786.09
Electric System	Electric Fund	ALLEGHENY ELECTRIC COOP	5/20/16	04-16 MONTHLY ELECTRIC	16,714.76
		RUMSEY ELECTRIC CO	5/06/16	ROLLER BLOCLS FIBER OPTIC	3,343.95
		AMERICAN MUNICIPAL POWER	5/20/16	05-16 MONTHLY ELECTRIC	676,615.56
		WESCO RECEIVABLES CORP	5/20/16	(6) 14.4KV FUSE REFILL	1,375.69
				TOTAL:	698,049.96
Insurance	Electric Fund	SELECTIVE INSURANCE COMPANY OF AMERICA	5/12/16	03-16 PACKAGE INSTALLMENT	7,412.78
				TOTAL:	7,412.78

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
Wastewater Collection	Sewer Fund	WASTE MANAGEMENT	5/06/16	15YD ROLLOFF- WWTP	1,297.54
		AQUA WASTEWATER MGT., INC	5/06/16	CLEAN WHITES RD PUMP	4,038.75
		BUCKMAN'S	5/20/16	HYPOCHLORITE SOLUTION	1,473.20
		PENN VALLEY CHEMICAL CO	5/06/16	FRAGRANCE BLOCK	1,053.16
		US JETTING LLC	5/20/16	REPAIRS-WWTP	1,005.69
		EMERGENCY SYSTEMS SVC. CO.	5/06/16	REPAIR ONAN GENERATOR	5,742.30
			5/20/16	REPAIR ONAN GENERATOR	4,772.00
		POLLU TECH INC	5/06/16	50/LLBS/BAG POLLUTREAT	2,450.00
			5/06/16	50/LLBS/BAG POLLUTREAT	2,600.00
		HATFIELD TOWNSHIP	5/20/16	05-16 SLUDGE HAULING	10,176.00
		HOLZ & HENRY INC	5/06/16	GUTTER REPAIR- WWTP	2,110.00
		SUPERIOR PLUS ENERGY SVCS INC	5/06/16	HEATING FUEL-652 W 9TH ST	2,236.42
		USALCO BALTIMORE PLANT, LLC	5/06/16	POLYALUMINUM CHLORIDE	6,218.80
				TOTAL:	45,173.86
		Administration	Sewer Fund	DELAWARE VALLEY HEALTH INSURANCE	5/06/16
				TOTAL:	32,499.68
Insurance	Sewer Fund	SELECTIVE INSURANCE COMPANY OF AMERICA	5/12/16	03-16 PACKAGE INSTALLMENT	4,978.45
				TOTAL:	4,978.45
Recreation Administrat	Parks and Recreati	DELAWARE VALLEY HEALTH INSURANCE	5/06/16	05/2016- HEALTH INSURANCE	12,506.44
				TOTAL:	12,506.44
Participant Recreation	Parks and Recreati	PROGRESSIVE GRAPHICS	5/20/16	STAFF SHIRTS-PARKS	2,008.20
		MAIN POOL & CHEMICAL	5/06/16	CHLORINE - WHITES RD	1,225.00
		REAL DIAMOND	5/20/16	WHITES ROAD PARK CONCERT	1,125.00
				TOTAL:	4,358.20
Parks Maintenance	Parks and Recreati	GEORGE DIDDEN GREENHOUSES	5/06/16	MEMORIAL PARK FLOWERS	1,567.50
				TOTAL:	1,567.50
Insurance	Parks and Recreati	SELECTIVE INSURANCE COMPANY OF AMERICA	5/12/16	03-16 PACKAGE INSTALLMENT	2,176.93
				TOTAL:	2,176.93
Economic Development	Downtown Revit Fun	CARACAUSA BUILDING & DEVELOPMENT INC	5/06/16	CONSULTING SERVICES-311 W	7,973.88
				TOTAL:	7,973.88
Information Technology	Capital Fund	INTEGRATED SECURITY SYSTEMS	5/20/16	ACCESS CONTROL ELECTRIC BU	8,632.14
			5/20/16	ACCESS CONTROL ELECTRIC BU	10,790.18
				TOTAL:	19,422.32
Engineering	Capital Fund	PENNONI ASSOCIATES INC.	5/20/16	LIBERTY BELL TRAIL	5,875.00
		REMINGTON VERNICK & BEACH	5/20/16	CRESTVIEW FROM FRED-HIGHLA	6,050.00
				TOTAL:	11,925.00
Buildings and Grounds	Capital Fund	PLEASANT MOUNT WELDING	5/06/16	AERATION TANK LADDERS	10,169.00
				TOTAL:	10,169.00
Police Services	Capital Fund	TEL-COMP SOLUTIONS	5/20/16	TELEPHONE/50% DEPOSIT	7,976.00
		INTEGRATED SECURITY SYSTEMS	5/20/16	INSTALL WIRELESS DEVICE/ C	3,486.80
				TOTAL:	11,462.80
Wastewater Collection	Capital Fund	DEZURIK WATER CONTROLS	5/20/16	BUTTERFLY VALVE	8,844.00
		BLOOMING GLEN CONTRACTORS	5/20/16	WWTP CAPACITY UPGRADE #15	10,900.80
		HAZEN & SAWYER, P.C.	5/06/16	WWTP CAPACITY UPGRADE	2,594.22

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
				TOTAL:	22,339.02
Public Works	Capital Fund	GORECON INC	5/20/16	2014 CDBG - E 2ND ST (FINA	12,778.08
				TOTAL:	12,778.08

TOTAL PAGES: 4

No.: **C**

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: June 15, 2016

I move that Borough Council approve the following meeting minutes:

Work Session: May 4, 2016

Business Meeting: May 18, 2016

Presented by: _____ Van Dame

Seconded by: _____

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: June 15, 2016

I move that: Borough Council adopt attached Resolution 16-19 supporting an amendment to the Sterling Act, and encouraging State elected officials to support an amendment, whereby minimum of one percent (1%) of earned income taxes paid to the City of Philadelphia by persons who work in Philadelphia but reside outside of Philadelphia be paid to the municipality in which such person resides.

Presented by: _____ Van Dame

Seconded by: _____

**BOROUGH OF LANSDALE
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2016-19

A RESOLUTION OF THE BOROUGH OF LANSDALE, MONTGOMERY COUNTY, PENNSYLVANIA, SUPPORTING AN AMENDMENT TO THE STERLING ACT, AND ENCOURAGING ITS STATE ELECTED OFFICIALS TO SUPPORT SUCH AN AMENDMENT, WHEREBY A MINIMUM OF ONE PERCENT (1.0%) OF EARNED INCOME TAXES PAID TO THE CITY OF PHILADELPHIA BY PERSONS WHO WORK IN PHILADELPHIA BUT RESIDE OUTSIDE OF PHILADELPHIA BE PAID TO THE MUNICIPALITY IN WHICH SUCH PERSON RESIDES

WHEREAS, in the 1930's, an act was passed by the Pennsylvania Legislature that is referred to as the "Sterling Act", which was designed to allow the Cities of Philadelphia and Pittsburgh to levy earned income taxes and persons who worked within those cities but who resided outside those cities; and

WHEREAS, the Sterling Act was enacted as a response to the Great Depression of the 1930's, and has been phased out as regards the City of Pittsburgh; and

WHEREAS, the City of Philadelphia continues to retain 100% of all earned income taxes paid to it by persons who work in Philadelphia but reside outside of Philadelphia; and

WHEREAS, the City of Philadelphia is the only municipality in the Commonwealth of Pennsylvania in which earned income taxes are not paid to the municipality in which a worker resides; and

WHEREAS, in fiscal year 2014, the five hundred eighty-two (582) residents of Lansdale Borough who worked in Philadelphia generated a total taxable income of \$34,552,581.00; and

WHEREAS, if Lansdale Borough were able to recoup one-half of one percent (0.5%) of that sum, which represents the Borough's percentage share of earned income taxes paid by persons who reside in Lansdale Borough and do not work in Philadelphia, the Borough would have realized an additional \$172,762.91 in earned income revenue in fiscal year 2014; and

WHEREAS, Lansdale Borough Council desires to join with numerous other suburban Philadelphia municipalities in supporting an amendment to the Sterling Act that would allow at least one percent (1.0%) of earned income taxes paid to the City of Philadelphia to be paid to the municipality in which a worker resides;

NOW, THEREFORE, be it, and it is hereby **RESOLVED** by the Lansdale Borough Council, and it is hereby **ADOPTED** and **RESOLVED** by authority of same as follows:

- I. Lansdale Borough Council hereby supports an amendment to the Sterling Act that would require at least one percent (1.0%) of the earned income tax paid to the City of Philadelphia by persons who work in the City but reside outside the City to be returned to the municipality in which such person resides.

II. Lansdale Borough Council hereby requests and encourages its State representatives and senators, and the entire General Assembly of the Commonwealth of Pennsylvania to take all action necessary to amend the Sterling Act accordingly, in the best interests of the health, safety and welfare of the residents of Lansdale Borough and the general public.

ADOPTED and **RESOLVED** this 15th day of June, 2016.

ATTEST:

LANSDALE BOROUGH COUNCIL

Jacob I. Ziegler,
Borough Secretary

By: **Denton Burnell,**
Council President

Draft

Borough Council/Mayor:

As was requested at the last Borough Council meeting, Sean Kilkenny's firm was asked to conduct research on the Phila. Wage Tax. Specifically as to the possible implications to our residents if the Sterling Act was passed by the PA State Legislature. Forwarded is an email with the results of that research.

Jake Ziegler

Draft

Jake – I researched the First Class City Taxation Act of August 5, 1932, Special Session 1, P.L. 45, No. 45 (the "Sterling Act"), the Philadelphia City Charter and Code, the Philadelphia income tax regulations, and other on-line commentary and discussion regarding the Sterling Act, and I have reached the following conclusions:

Section 19-1502(1)(a) of the Sterling Act states in applicable part that Philadelphia City Council has the authority, by ordinance, for general revenue purposes, to levy, assess and collect such taxes on **persons**, transactions, occupations, privileges, subjects and personal property within the limits of such City of the First Class, as it shall determine (bold added). The only limit on this authority is that if the Commonwealth taxes the same "transactions, occupations, privileges, subjects or personal property", the Philadelphia tax is preempted. Note that the preemption provision does not apply to taxes on "persons", thus allowing Philadelphia to continue to tax earned

income despite the Commonwealth establishing a 1% limit on such taxes for all other municipalities.

There is no ceiling on the City Wage Tax rate. The non-resident tax was as high as 4.3125% from 1976 thru 1995, and the Sterling Act does not mention a maximum tax, nor does it mention any tax rates at all. The only control placed on the amount of City Wage Tax that non-residents of Philadelphia can pay was enacted in 1977 by the Pennsylvania legislature (Savings Clause and Limitations 7359), and states that the non-resident tax rate cannot exceed 4.3125% until the resident rate exceeds 5.75%, at which time the non-resident rate could be increased, but not to a rate that is more than 75% of the resident rate. While this limits the percentage relationship between the resident and non-resident tax rates, it does not provide a ceiling on the tax rate. Currently, non-residents pay 3.4828% in Philadelphia City Wage Tax. Thus, Philadelphia could increase the City Wage Tax for non-residents to a rate as high as 4.3125% without having to adjust the resident rate. This would allow it to recover approximately 80% of the 1% that it might be required to pay to suburban municipalities if the amendment to the Sterling Act occurs. If the City wanted to recover the entire 1%, it would have to raise the rate on residents, which might be a politically difficult move for the current administration.

It is unlikely that Philadelphia could enact another tax to compensate for any loss in City Wage Tax revenue. Of course, there are proposed taxes that would affect both residents and non-residents alike such as the much-debated "Soda Tax" currently proposed. However, the City Wage Tax would seem to be the lone vehicle that the City could use to recover any portion of the tax that would be required to be paid to the suburban municipalities.

Please advise with any follow-up questions you may have. Thanks - Dave

David J. Sander, Esquire
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Norristown, PA 19401
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No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: June 15, 2016

I move that: Borough Council adopt attached Resolution 16-20 authorizing Lansdale Borough to enter into a Cooperation Agreement with the Lansdale Parking Authority related to a Keystone Communities Program Grant, to reimburse the Department of Community and Economic Development for any ineligible project costs as determined at the time of the project closeout, and to enter into a Reimbursement Agreement with the Lansdale Parking Authority, in the event any such ineligible projects costs must be reimbursed.

Presented by: _____ Van Dame

Seconded by: _____

**BOROUGH COUNCIL OF THE BOROUGH OF LANSDALE
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

RESOLUTION NO. 2016-20

A RESOLUTION AUTHORIZING LANSDALE BOROUGH TO ENTER INTO A COOPERATION AGREEMENT WITH THE LANSDALE PARKING AUTHORITY RELATED TO A KEYSTONE COMMUNITIES PROGRAM GRANT, TO REIMBURSE THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT FOR ANY INELIGIBLE PROJECT COSTS AS DETERMINED AT THE TIME OF PROJECT CLOSEOUT, AND TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH LANSDALE PARKING AUTHORITY, IN THE EVENT ANY SUCH INELIGIBLE PROJECT COSTS MUST BE REIMBURSED.

WHEREAS, Lansdale Parking Authority (Authority”) has agreed to undertake certain portions of a redevelopment project known as the Madison Lot redevelopment project which portions include the widening of Madison Street to provide, among other things, additional public parking along Madison Street; and the relocation of certain utility infrastructure (“Project”); and

WHEREAS, the Authority has submitted an application through the Keystone Community Program for funding Project costs; and

WHEREAS, the Authority has been awarded \$500,000 grant under the Keystone Community Program (“Grant”); and

WHEREAS, pursuant to the requirements established by the Pennsylvania Department of Community and Economic Development (“DCED”) related to the Grant, the Authority must obtain support from the Borough of Lansdale for certification of the local matching share of the Grant, and for reimbursement to DCED for the Commonwealth’s share of any expenditures undertaken as part of the Project which DCED determines to be ineligible expenditures as of the time of Project closeout.

NOW THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Lansdale hereby authorizes the Borough Council President to execute a Cooperation Agreement with the Authority providing for the designation of \$500,000 as a local matching share for the Grant.

BE IT FURTHER RESOLVED that the Borough of Lansdale will assume responsibility for the full local matching funds under the Grant and for reimbursing the Commonwealth of Pennsylvania for the Commonwealth’s share of any expenditures under the Grant found by DCED to be ineligible for grant funding subject to the Authority and Lansdale Borough entering into a reimbursement agreement obligating the Authority to reimburse and repay Lansdale Borough for any Project costs determined by DCED to be ineligible projects cost.

BE IT FURTHER RESOLVED that the Borough Council of the Borough of Lansdale hereby authorize the Borough Manager or Borough Council President to execute any and all

documents necessary to further the administration of the Grant provided that said documents are satisfactory to the Borough Manager and Special Counsel to the Borough of Lansdale.

APPROVED at the public meeting of the Lansdale Borough Council held on June 15, 2016.

LANSDALE BOROUGH COUNCIL

By: _____
Denton Burnell,
Council President

Attest: _____
Jacob I. Ziegler,
Borough Secretary

Draft

COOPERATION AGREEMENT

This **AGREEMENT**, made the 15th day of June, 2016 (“Effective Date”) by and between **BOROUGH OF LANSDALE**, whose address is One Vine Street, Lansdale, Pennsylvania 19446 hereinafter referred to as the “**Municipality**”

AND

LANSDALE PARKING AUTHORITY, whose address is One Vine Street, Lansdale, Pennsylvania 19946 hereinafter referred to as the “**Organization**”

WITNESSETH:

WHEREAS, the **Organization** by Resolution No. 14-01, authorized the **Organization** to file an Application for Financial Assistance with the Department of Community and Economic Development (DCED) of the Commonwealth of Pennsylvania for public infrastructure improvements including public improvements to, in and along Madison Street;

WHEREAS, the Application requires a local matching share and certain other items as hereinafter set forth, the **Municipality** and **Organization** desire to enter into this Agreement to effectuate the terms and conditions set forth;

NOW, THEREFORE, the parties intending to be legally bound hereby agree as follows:

A. The **Organization** agrees:

1. To file an Application for Financial Assistance with DCED for \$500,000 and implement the activities set forth in the Application.
2. To comply with the applicable section of the Contract between DCED and the **Organization**

B. The **Municipality** agrees:

1. To designate certain funds from the general fund account in the amount of \$500,000 as the local matching share for the grant applied for in the Application.
2. To assume the provision of the full local matching share of the project costs.
3. To reimburse DCED for the Commonwealth’s share of any expenditures which are determined ineligible by DCED at project closeout.

C. The **Municipality** and the **Organization** agree: To comply with all rules and regulations issued by the Secretary of DCED that are applicable to the activities described herein. The parties further agree to comply with all statutes, ordinances, laws and regulations dealing with the prohibition against discrimination against any in violation of the Pennsylvania Human Relations Act and applicable federal laws in the execution and performance of this **Agreement**.

IN WITNESS WHEREOF, the **Municipality**, Borough of Lansdale, has caused this Agreement to be executed by the Borough Council President and its official seal to be impressed hereon pursuant to Resolution No. 16-20, effective date June 15, 2016, and the **Organization**, Lansdale Parking Authority, has caused this Agreement to be executed by its Chairman and its official seal to be impressed hereon pursuant to Resolution 14-01, duly adopted by its Members on March 12, 2014.

ATTEST:

{01262398 }

MUNICIPALITY

Secretary

EXAMINED BY:

Solicitor

ATTEST:

Secretary

APPROVED AS TO LEGAL FORM:

Attorney

Council President

APPROVED AS TO FORM:

Solicitor

ORGANIZATION

Chairman

Draft

REIMBURSEMENT AGREEMENT

This **AGREEMENT** made the 15th day of June, 2016 by and between **LANSDALE PARKING AUTHORITY** ("Authority") and the **LANSDALE BOROUGH** ("Borough") (hereinafter each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, Lansdale Parking Authority (Authority") has agreed to undertake certain portions of a redevelopment project known as the Madison Lot redevelopment project which portions include the widening of Madison Street to provide, among other things, additional public parking along Madison Street; and the relocation of certain utility infrastructure ("Project"); and

WHEREAS, the Authority has submitted an application through the Keystone Community Program for funding Project costs; and

WHEREAS, pursuant to Resolution No. 14-01, the Authority authorized the submission of an Application for Financial Assistance ("Application") to the Department of Community and Economic Development ("DCED") of the Commonwealth of Pennsylvania for a grant under the Keystone Communities Program for funding for public infrastructure improvements associated with the Madison Parking Lot Redevelopment Project; and,

WHEREAS, the Authority has been awarded \$500,000 grant under the Keystone Community Program ("Grant"); and

WHEREAS, under the Grant requirements the Borough shall designate and employ funds in the amount up to the full local matching share required under the Grant; and, if necessary, reimburse DCED for the Commonwealth's share of any expenditure(s) which are determined to be ineligible by DCED; and,

WHEREAS, the Application and any resulting grant shall require compliance by Borough and Authority with certain other terms and conditions.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, agree as follows:

1. Compliance with DCED Contract. Authority shall comply with any applicable provisions, terms and conditions of the requisite written contract (i.e. Cooperation Agreement) between DCED and Borough ("Contract"). Each party acknowledges and agrees to comply with all rules and regulations issued by the Secretary of DCED that are applicable to that Party through the Grant and Contract. The Parties further agree to comply with all statutes, ordinances, laws, and regulations dealing with the prohibition against discrimination against any person because of race, color, religion, national origin, disability, age, or sex in the execution and performance of this Agreement.

2. Obligation of Authority. Authority acknowledges and agrees that Authority shall implement and complete the activities set forth in the written agreement between DCED and Authority ("Grant Agreement"); designate and employ funds in the amount up to the full local matching share required under the Grant and Contract; and, if necessary, reimburse the Borough for any funds the Borough must reimburse DCED for the Commonwealth's share of any expenditure(s) which are determined to be ineligible by DCED.

3. **Default.** If either Party fails to perform its obligations hereunder, and the same continues for a period of thirty (30) days after written notice thereof is delivered to the defaulting Party, the same shall constitute a default hereunder, and the non-defaulting Party shall have the right to terminate this Agreement and/or exercise any other rights or remedies available to them hereunder and/or at law or equity.

4. **Assignment.** No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Parties.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

6. **Jurisdiction.** The Parties agree that the Court of Common Pleas of Montgomery County, Pennsylvania shall have jurisdiction over any and all disputes arising under this Agreement.

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together constitute one and the same agreement.

8. **Binding** Effect Assignment. This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and/or assigns.

9. **Headings.** The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.

10. **Severability.** Any provision in this Agreement held to be inoperative, unenforceable, voidable or invalid in any jurisdiction, shall, as to that jurisdiction, be ineffective, unenforceable, void or invalid without affecting the remaining provisions in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable.

EXECUTED by the Parties hereto on the date and year first above written.

LANSDALE PARKING AUTHORITY

Daniel P. Dunigan
Lansdale Parking Authority Chairman

LANSDALE BOROUGH

Denton Burnell,
Lansdale Borough Council President

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: June 15, 2016

I move that: Borough Council accept the attached proposal from Remington, Vernick & Beach Engineers, Inc. for engineering and construction management services for the generation of a bid package to renovate the grandstands at Weaver Field in Memorial Park. This project will be funded through the Capital Reserves Fund.

Presented by: _____ Fuller

Seconded by: _____

SENIOR PRINCIPALS

Edward Vernick, PE, CME, President
Craig F. Remington, PLS, PE, Vice President
Michael D. Vena, PE, PR, CME (Retired 2006)
Edward J. Walberg, PE, PR, CME, CFM
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

PRINCIPALS

Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PR, CME, CPWA, CEP
Alan Diltenthofer, PE, PR, CME
Leonard A. Fazio, PE, PR, CME
Christopher J. Fazio, PE, CME
Terence Vogt, PE, PR, CME
Dennis K. Yoder, PE, PR, CME

SENIOR ASSOCIATES

Charles E. Adamson, PLS, PE
John J. Cantwell, PE, PR, CME
Richard B. Czepakanski, PE, CME, ICEE
Annina Hogan, PE, RA, CME, CPWA, LEED-AP
Kenneth C. Ressler, PE, CME
Frank J. Seney, Jr., PE, PR, CME, NBIS
Gregory J. Sullivan, PE, PR, CME, DEA

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595

Remington, Vernick
& Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
(732) 955-8000

Remington, Vernick
& Walberg Engineers
845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150

Melford Plaza I, Suite 400
16701 Melford Boulevard
Bowie, MD 20715
(240) 544-5382

Remington, Vernick
& Beach Engineers
922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
(412) 263-2200

Univ. Office Plaza, Bellevue Building
252 Chagman Road, Suite 105
Newark, DE 19702
(302) 266-0212

Remington, Vernick
& Arango Engineers
The Presidential Center, Lincoln Building
Suite 600, 101 Route 130,
Cinnaminson, NJ 08077
(856) 303-1245

300 Penitenti Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137

May 17, 2016

Borough of Lansdale
One Vine Street
Lansdale, PA 19446

Attn: Mr. Carl Saldutti

Subj: Proposal to Provide Engineering and Construction Management Services
Memorial Park Grandstand Renovations

Dear Mr. Saldutti:

Remington, Vernick & Beach Engineers is pleased to submit this proposal to provide engineering and construction management services for the generation of a bid package to renovate the grandstand located at Memorial Park. As documented in the Physical Needs Assessment dated September 2015, there are several renovations that need to be accomplished to maintain an adequate level of service for the grandstand moving forward. The remediation measures per the study include the following elements:

A. Structural:

1. Clean, prepare and paint existing aluminum bench support brackets.
2. Remove all previous coatings and peeling paint from the existing stepped concrete surfaces of the seating area. Remove all loose and deteriorated concrete.
3. Repair all concrete cracks and spalls in the seating area.
4. Install a concrete repair and seal coating to the complete seating area.
5. Remove the existing expansion and sealing material in the existing expansion joints. Install new expansion joint material.
6. Repair all cracks and spalls on the concrete walls surrounding the seating area. Install a concrete repair and seal coating to these wall areas.
7. Remove and replace the railing along the side sloping walls of the grandstand. Install a new railing along the top rear wall of the grandstand.
8. Repair and secure all fence post connections at the existing walls.
9. Repair all concrete cracks and spalls on the outside face of the side and rear walls of the grandstand. Install a concrete repair and seal coating to these wall areas.
10. Remove and replace the stucco wall for one of the existing murals. This includes reconstruction of the wall as required.
11. Repair the existing concrete corner of the grandstand near home plate.
12. Complete concrete repair to the underside of the grandstand seating. This includes cracks, spalls and steel reinforcing.

13. Clean, prepare and paint existing steel columns and beams located under the grandstand in the storage area.

14. Install a vapor barrier and 4" stone over the existing dirt floor in the storage area.

B. Mechanical:

1. Remove and replace the electric heater in one of the restrooms.
2. Install new exhaust fans and ventilators in the concession area and both restrooms.

C. Electrical:

1. Install new ground fault outlets in the concession and restrooms.
2. Remove and replace all existing lighting with new energy efficient light fixtures in the concession and restrooms.

D. Plumbing:

1. Install a grease trap for the concession area sink.
2. Install new plumbing fixtures including toilets, urinals, sinks and faucets in the restrooms.

E. Accessibility (ADA):

1. Install grab bars for the accessible toilets in the restrooms.
2. Construct an ADA ramp for access to the grandstand or viewing area. This can be located at home plate or first base areas.
3. Construct an ADA viewing area near the proposed ramps near either home plate or first base. The viewing area may be located within the grandstand area if it is decided to remove the existing below grade dugout.

We propose to provide one bid package that will serve to rehabilitate the structure per the recommendations made in the study. Our specific scope of work is enumerated below.

SCOPE OF WORK

Engineering Design Phase

1. Provide a topographic survey of the existing conditions for the purpose of generating construction plans associated with the ADA corrections.
2. Provide design for all structural, mechanical, plumbing, electrical and ADA improvements as noted in this proposal.
3. Provide construction details as warranted.
4. Provide an engineers estimate for the proposed improvements.
5. Provide specifications for the full scope of all civil engineering work.

Contract Administration and Construction Inspection

1. Coordination of public bidding.
2. Attendance at the bid opening and review of all bids. A formal recommendation of award will be provided to the Borough for the project.

3. Attendance at the pre-construction meeting.
4. Review and provide a recommendation for all construction submittals associated with the project.
5. Perform construction inspections, as needed, at various points of completion during construction.
6. Generation of a punch lists and final site inspections detailing all final items that require completion prior to project acceptance by the Borough.

TOTAL PROJECT COST and SCHEDULE

The total fees for this project are in the not-to-exceed amount of **\$28,640.00**. Based on an assumed start date of June 2016, we are prepared to have the projects 100% complete and ready for bidding within a timeframe of eight weeks. We look forward to working with the Borough on this project and would be happy to meet with you at your convenience to discuss any questions pertaining to this proposal.

Should you have any questions or require additional information package, please feel free to contact me at (610) 940-1050.

Very truly yours,
Remington, Vernick & Beach Engineers



Christopher J. Fazio, P.E., C.M.E.
Principal

cc: Jacob Ziegler, Borough Manager
Thomas F. Beach, P.E., C.M.E. Executive Vice President
Stacey Wright, Accounts Manager

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: June 15, 2016

I move that Borough Council support the proposed Pop-up Beer Garden concept of "The Dale"
which the applicant intends to operate on weekends, during the Summer and Fall seasons,
on the tract of land known as the Freight House Property, located at 117 S. Broad Street,
subject to: (1) the applicant obtaining all necessary permits and paying all applicable fees and
costs to the Borough; (2) the applicant entering into a lease agreement with the Lansdale Parking
Authority for the use of the Freight House Property and making all payments required thereby;
(3) the applicant providing a certificate of insurance naming Lansdale Borough as an additional
insured acceptable to the Borough Solicitor and the Borough's insurance provider.

Presented by: _____ Work

Seconded by: _____

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion ()

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: June 15, 2016

I move that: Borough Council approve Change Order #5 in the amount of \$33,612.75 (addition) for the
WWTP Capacity Upgrade Project per the recommendation of Hazen and Sawyer, PC., engineering
consultants for this project.

Presented by: _____

Malagari

Seconded by: _____

Hazen

Hazen and Sawyer
2134 Sandy Drive, Suite 4 • State College, PA 16803

June 1, 2016

Mr. Daniel Shinskie
Plant Superintendent
Borough of Lansdale
649 W. 9th Street
Lansdale, PA 19446

Re: WWTP Capacity Upgrade Change Order No. 5

Dear Mr. Shinskie:

Per the enclosed change order form and attached correspondence with the Contractor, we recommend that the Borough accept Change Order No. 5 to increase the Contract Price by \$33,612.75. Change Order No. 5 covers additional cost incurred by the Contractor to address several items that were unanticipated during design but were required to complete the Work. These items are generally related to conducting work in an operational wastewater treatment plant. In particular, the changes made were:

- Replacing a malfunctioning 6-inch valve on a sludge feed line at Tanks T-11 and T-12
- Rerouting of existing small chemical feed lines for installation of a new 36-inch pipe
- Electrical wiring and conduit changes at the effluent channel
- Spreading, raking, and seeding of contaminated soil
- Revisions to the Influent Pump Station Expansion controls
- Upgrades to the automatic dialer
- Taps for chemical feed in the 36-inch line
- Insulation of the 14-inch force main at the Tanks T-11 and T-12 wall penetration

We'd like to take this opportunity to thank the Borough Council for their flexibility and continued commitment to the success of this project. If you have any questions or require additional information, please feel free to call me at 814-272-3332.

Sincerely,



Mark Strahota, PE
Project Manager

Hazen

Change Order No. 5

Date of Issuance: April 26, 2016	Effective Date: April 26, 2016
Owner: Borough of Lansdale	Owner's Contract No.: 2014-WWTP-R
Contractor: Blooming Glen Contractors, Inc.	Contractor's Project No.:
Engineer: Hazen and Sawyer	Engineer's Project No.: 90145-001
Project: Wastewater Treatment Plant Capacity Upgrade	Contract Name: Wastewater Treatment Plant Capacity Upgrade

The Contract is modified as follows upon execution of this Change Order:

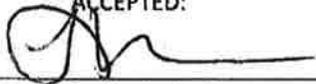
Description:

- o COR 17 – Replace 6-inch valve on existing T11/T12 sludge feed: \$1,725.00
- o COR 18 – Rerouting of chemical feed lines for 36-inch SE installation: \$2,040
- o COR 19 – Electrical changes at effluent channel: \$6,250
- o COR 20 – Soil spreading, raking, and seeding: \$2,722.25 for BGC's efforts already completed in spreading the soil.
- o COR 21 – WCD No. 7 – IPSE Controls: \$15,206.00
- o COR 22 – Automatic dialer upgrades: \$2,875.00
- o COR 24 – Two 1-inch taps in 36-inch line: \$1,115.50
- o Insulation on the 14-inch force main at the T11/T12 wall penetration: \$1,679.00.

Attachments:

- Change Order Request No. 17 – dated 11/24/15
- Change Order Request No. 18 – dated 12/29/15
- Change Order Request No. 19 – dated 3/14/16
- Change Order Request No. 20 – dated 3/21/16
- Change Order Request No. 21 – dated 3/24/16
- Change Order Request No. 22 – dated 3/24/16
- Change Order Request No. 24 – dated 3/25/16
- Blooming Glen Contractors e-mail – dated 3/30/16

Hazen

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 3,278,650.00</u>	Original Contract Times: Substantial Completion: <u>384 days</u> Ready for Final Payment: <u>444 days</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : <u>\$ 212,776.80</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial Completion: <u>454 days</u> Ready for Final Payment: <u>514 days</u> days
Contract Price prior to this Change Order: <u>\$ 3,491,426.80</u>	Contract Times prior to this Change Order: Substantial Completion: <u>454 days</u> Ready for Final Payment: <u>514 days</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ 33,612.75</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>30 days</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 3,525,039.55</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>February 29, 2016</u> Ready for Final Payment: <u>May 31, 2016</u> days or dates
<p>RECOMMENDED:</p> <p>By: <u></u> Engineer (if required)</p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>April 26, 2016</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title _____</p> <p>Date _____</p> <p>ACCEPTED:</p> <p>By: <u></u> Contractor (Authorized Signature)</p> <p>Title <u>PROJECT MANAGER</u></p> <p>Date <u>5/3/2016</u></p>

Change Order Request



**WATER & WASTEWATER
SERVICES DIVISION**

C.O.R. # 017

G.C. #

Date: 11/24/2015

Project Name: Lansdale Boro WWTP Capacity Upgrade

Project #: CL-141A

To: Hazen and Sawyer, P.C.
Attn: Mark Strahota, P.E.
330 Innovation Blvd., Suite 104

State College, PA 16803

From: BGC Water & Wastewater Services Division
M. Liam Dolan
901 Minsi Trail
P.O. Box 391
Blooming Glen, PA 18911

Phone: (814) 272-3332 **Fax:**

Phone: (215) 257-9400 **Fax:** (215) 257-7761

We hereby propose to make the following changes:

Replace 6" Gate Valve on Existing 6" Sludge Feed at T11/T12

Change Order Price

\$1,725.00

Draft

This price is good for 5 days. If conditions change, this price is void.

We are requesting a time extension of 5 days in conjunction with this change.

M. Liam Dolan

Author

11/24/2015

Date Sent

Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



**WATER & WASTEWATER
SERVICES DIVISION**

C.O.R. # 017

G.C. #

Date: 11/24/2015

Project Name: Lansdale Boro WWTP Capacity Upgrade

Project #: CL-141A

LumpSum

Description	Unit Type	Quantity	Cost	Total Tax	Total
6" Milliken FLxFL Plug Valve	EA	1.00	\$1,000.00	\$0.00	\$1,000.00
Labor	LS	0.25	\$2,000.00	\$0.00	\$500.00
Sub Total				\$0.00	\$1,500.00
Grand Total				\$0.00	\$1,500.00
				Total Profit	\$1,500.00
				Profit	\$225.00
				Total	\$1,725.00

Draft

Change Order Request



**WATER & WASTEWATER
SERVICES DIVISION**

C.O.R. # 018

G.C. #

Date: 12/29/2015

Project Name: Lansdale Boro WWTP Capacity Upgrade

Project #: CL-141A

To: Hazen and Sawyer, P.C.
Attn: Mark Strahota, P.E.
330 Innovation Blvd., Suite 104

State College, PA 16803

From: BGC Water & Wastewater Services Division
M. Liam Dolan
901 Minsi Trail
P.O. Box 391
Blooming Glen, PA 18911

Phone: (814) 272-3332 **Fax:**

Phone: (215) 257-9400 **Fax:** (215) 257-7761

We hereby propose to make the following changes:

Relocate Chemical Feed and Water Lines for Installation of 36" SE

Change Order Price

\$2,040.00

Draft

This price is good for 5 days. If conditions change, this price is void.

We are requesting a time extension of 5 days in conjunction with this change.

M. Liam Dolan

12/29/2015

Author

Date Sent



Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



**WATER & WASTEWATER
SERVICES DIVISION**

C.O.R. # 018

G.C. #

Date: 12/29/2015

Project Name: Lansdale Boro WWTP Capacity Upgrade

Project #: CL-141A

LumpSum

Description	Unit Type	Quantity	Cost	Total Tax	Total
Labor	LS	1.00	\$727.00	\$0.00	\$727.00
Material	LS	1.00	\$1,047.00	\$0.00	\$1,047.00
Sub Total				\$0.00	\$1,774.00
Grand Total				\$0.00	\$1,774.00

Total	\$1,774.00
Overhead	\$266.10
Rounding Adjustment	(\$0.10)
Total	\$2,040.00

Draft

Change Order Request



**WATER & WASTEWATER
SERVICES DIVISION**

C.O.R. # 019
G.C. # 019
Date: 3/14/2016

Project Name: Lansdale Boro WWTP Capacity Upgrade

Project #: CL-141A

To: Hazen and Sawyer, P.C.
Attn: Mark Strahota, P.E.
2134 Sandy Drive, Suite 4

State College, PA 16803

From: BGC Water & Wastewater Services Division
M. Liam Dolan
901 Minsi Trail
P.O. Box 391
Blooming Glen, PA 18911

Phone: (814) 272-3332 **Fax:** (814) 272-3013

Phone: (215) 257-9400 **Fax:** (215) 257-7761

We hereby propose to make the following changes:

Electrical Changes at the Effluent Channel/Partial Flum

Change Order Price

\$6,930.00

Draft

This price is good for 5 days. If conditions change, this price is void.

We are requesting a time extension of 5 days in conjunction with this change.

M. Liam Dolan 3/14/2016

Author Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



**WATER & WASTEWATER
SERVICES DIVISION**

C.O.R. # 019
G.C. # 019
Date: 3/14/2016

Project Name: Lansdale Boro WWTP Capacity Upgrade

Project #: CL-141A

Subcontracts

Company	Description	Total
	Add for new Electrical	\$0.00
	Instrumentation	\$0.00
	Sub Total	\$0.00
	Grand Total	\$0.00

LumpSum

Description	Unit Type	Quantity	Cost	Total Tax	Total
Electric	LS	1.00	\$5,000.00	\$0.00	\$5,000.00
Instrumentation	LS	1.00	\$1,000.00	\$0.00	\$1,000.00
			Sub Total	\$0.00	\$6,000.00
			Grand Total	\$0.00	\$6,000.00

Total	\$6,000.00
Overhead	\$300.00
Profit	\$630.00
Total	\$6,930.00

Draft

M. Liam Dolan

From: High Peak Electrical, Inc. [hpelectric@msn.com]
Sent: Friday, March 25, 2016 7:43 AM
To: M. Liam Dolan
Subject: Re: Lansdale WWTP additional work

Labor

Install temporary wire from JB to Meter 2 hours
Install conduit, LBs , Junction box, 2- TSP cables, terminate, core drill holes 9 hours
11 hours @200 hr. = \$ 2,200

Equipment

Big Hammer Drill
Small Hammer Drill
Band Saw
Pipe Threader
Vice
Oiler \$500

Material

80 ft. 3/4 Aluminum conduit \$2,000
10 ft. Aluminum strut
10 Aluminum strut straps
3- 3/4 LBs
1- Stainless Steel junction box with back plate and terminal strip
200 ft. 18/2 shielded twisted wire
water stop patching mix

Markup

High Peak Electrical, Inc.
1721 Highpoint Road
Coopersburg, PA?? 18036

610-346-1958 office
610-346-8416 fax

From: M. Liam Dolan <mldolan@hkgroup.com>
Sent: Friday, March 25, 2016 6:47 AM
To: 'High Peak Electrical, Inc.'
Subject: RE: Lansdale WWTP additional work

Billy,
Can you please breakdown your \$5000 into the following

1. Labor
2. Equipment
3. Material
4. Markup



From: High Peak Electrical, Inc. [mailto:hpelectric@msn.com]
Sent: Monday, March 14, 2016 2:56 PM

To: M. Liam Dolan
Subject: Lansdale WWTP additional work

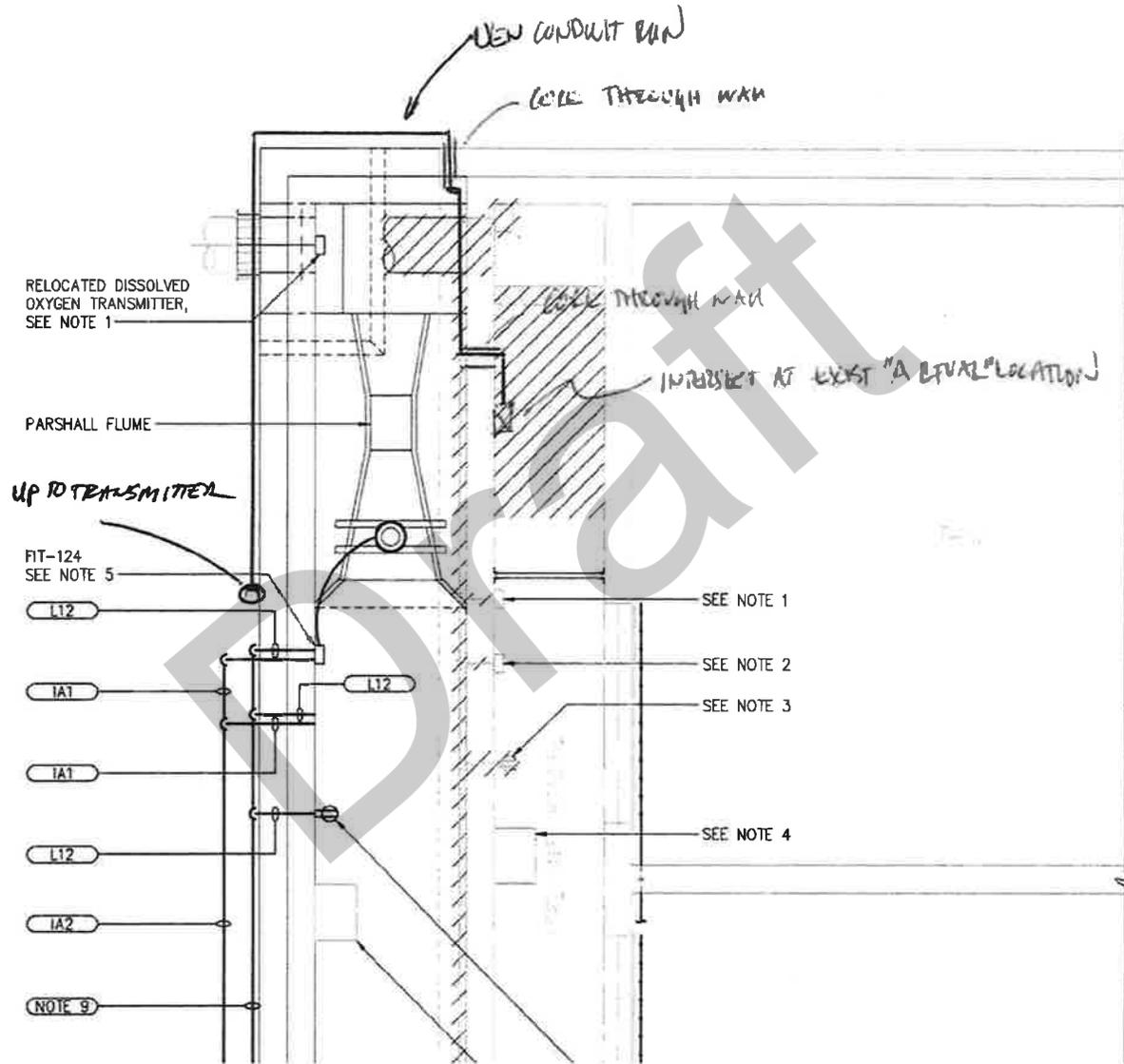
Provide and install Five Green Run Lights for the Pump station motors at the New Wet well location.
Amount; 4,000

Provide and install conduit, wiring, junction box for the new Flume signal wiring as directed by the owner.
Amount: 5,000

High Peak Electrical, Inc.
1721 Highpoint Road
Coopersburg, PA?? 18036
610-346-1958 office
610-346-8416 fax

Draft

DFF 0019



Change Order Request



**WATER & WASTEWATER
SERVICES DIVISION**

C.O.R. # 020

G.C. #

Date: 3/21/2016

Project Name: Lansdale Boro WWTP Capacity Upgrade

Project #: CL-141A

To: Hazen and Sawyer, P.C.
Attn: Mark Strahota, P.E.
2134 Sandy Drive, Suite 4

State College, PA 16803

From: BGC Water & Wastewater Services Division
M. Liam Dolan
901 Minsi Trail
P.O. Box 391
Blooming Glen, PA 18911

Phone: (814) 272-3332 **Fax:** (814) 272-3013

Phone: (215) 257-9400 **Fax:** (215) 257-7761

We hereby propose to make the following changes:

Spread, Rake and Seed Contaminated Material

Change Order Price \$28,092.20

Draft

This price is good for 5 days. If conditions change, this price is void.

We are requesting a time extension of 5 days in conjunction with this change.

M. Liam Dolan 3/21/2016

Author Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



**WATER & WASTEWATER
SERVICES DIVISION**

C.O.R. # 020

G.C. #

Date: 3/21/2016

Project Name: Lansdale Boro WWTP Capacity Upgrade

Project #: CL-141A

LumpSum

Description	Unit Type	Quantity	Cost	Total Tax	Total
LABOR	LS	1.00	\$2,356.00	\$0.00	\$2,356.00
EQUIPMENT	LS	1.00	\$1,686.25	\$0.00	\$1,686.25
RAKE AND SEED	SF	27,000.00	\$0.80	\$0.00	\$21,600.00
Deduct Hauling	EA	22.00	(\$60.00)	\$0.00	(\$1,320.00)
Sub Total				\$0.00	\$24,322.25
Grand Total				\$0.00	\$24,322.25
Total					\$24,322.25
Overhead					\$1,216.11
Profit					\$2,553.84
Total					\$28,092.20

Draft

Print Date: 03/21/2016
Run Time: 03:25 pm

Job Cost Report
CL-141 Lansdale Boro WWTP Capacity Upgrade
Period 03/18/2016-03/18/2016
Cost Class: ALL

Page: 1

03/18/2016	9000-0003	UTILITY REPAIRS TM	UNITS	RATE	TAX	TOTAL		
Labor	Haines, Tyler A	FS	8.00	69.50	.00	556.00		
Labor	Sylsberry, Wheylin D	OP	8.00	112.50	.00	900.00		
Labor	Southern, Shawn D	OP	8.00	112.50	.00	900.00		
		Totals	24.00		.00	2,356.00		
Equipment	PICK-UP	D47	8.00	19.00	.00	152.00		
Equipment	BACKHOE, CASE 580SM	H133	3.00	60.75	.00	182.25		
Equipment	WHEEL LOADER, CAT IT	RL813	8.00	76.25	.00	610.00		
Equipment	DOZER, CAT D4CXL	T804	8.00	92.75	.00	742.00		
		Totals	27.00		.00	1,686.25		
Total for	03/18/2016	Bid Unit Cost:	.00	Daily Unit Cost:	.00	Daily Unit U/O:	.00	
		Bid Cost:	.00	Daily Cost:	4,042.25	Daily U/O:	-4,042.25	
		Bid Quantity:	.000	Daily Quantity:	.000	Remaining Quantity:	.00	
Task	Labor	OT	Equip	Mat	Sub	Int. Haul	Ext. Haul	Other
9000-0003	2,356.00	.00	1,686.25	.00	.00	.00	.00	.00
Total for	9000-0003	Bid Unit Cost:	.00	Period Unit Cost:	.00	Period Unit U/O:	.00	.00
		Bid Cost:	4,042.25	Period Cost:	4,042.25	Period U/O:	.00	.00
		Bid Quantity:	.000	Period Quantity:	.000	Remaining Quantity:	.00	.00
Grand Totals	Labor	OT	Equip	Mat	Sub	Int. Haul	Ext. Haul	Other
	2,356.00	.00	1,686.25	.00	.00	.00	.00	.00
						Bid Cost:	4,042.25	
						Period Cost:	4,042.25	
						Period U/O:	.00	

Draft



H&K ENVIRONMENTAL SERVICE

An H&K Group Company
HYDROSEEDING & EROSION CONTROL
2052 Lucan Rd.
P.O. Box 196
Skippack, PA 19474

Phone: (610) 584-8500
Fax: (610) 584-5432
www.hkgroup.com

To: Liam Dolan
Blooming Glen Contractors

3-14-16

Reference: Lansdale WWTP Facility

Dear: Liam

We are pleased to offer our proposal for the supply and installation of landscaping and/or environmental measures at the Lansdale WWTP project in accordance to the following:

**Raking and permanent hydro seeding of proposed areas as per plan and specs.
Price based on water availability on site**

32,000 Sq. Ft. @ \$ 0.80 / Sq. Ft.

TOTAL COST OF SERVICES \$ 25,600.00

Contract Conditions / Exclusions:

- Layout to be per plans.
- Raking can only be completed over suitable topsoil.
- Owner is responsible for locating all utilities on site. All costs for repairs and modifications caused by inaccurate or un-marked utilities are the responsibility of the Owner.
- Maintenance, watering, mowing, supply and installation of suitable topsoil, rock excavation and removal, hauling, disposal off site, permits, fencing and protection of work area is excluded from this contract.

H & K Environmental Terms:

Changes/ Methods: H&K Environmental shall be entitled to additional compensation over and above the prices set forth in this proposal for any alterations or deviations from the scope of work, or for any concealed or unforeseen site conditions involving extra costs.

Payment: NET 30 days- Full payment of invoiced amount. A service charge of 1.5% per month will be charged on all sums past due and owing 30 days after invoice.

Schedule: H&K Environmental shall perform the work within a mutually agreeable time frame. H&K Environmental shall not be liable for: (1) any delay damages, regardless of the cause of the alleged delay; (2) any consequential or incidental damages of any kind, regardless of the alleged charge.

Risk of Loss/Insurance: The Customer shall bear the risk of loss or damage to the work or any portion thereof completed by H&K Environmental and Customer shall, at its sole cost and expense, provide insurance in "all risk" form to include the interests of the Owner, H&K Environmental and all Sub-Contractors as named insured on Customer's policy. H&K Environmental will provide Workmen's Compensation Insurance for its employees.

Attorney's Fees and Costs: Customer agrees to pay any and all expenses incurred by H&K Environmental to enforce its rights under this document, including but not limited to attorney's fees and consultant's fees, interest and costs of litigation.

Permits and Fees: Customer shall give all notices, secure and pay for all permits, licenses and inspections, comply with all laws, ordinances, rules and regulations, and mark all utility line prior to commencement of any work. H&K Environmental is not responsible or liable for any damage done to unmarked or incorrectly marked utility lines.

Expiration: This proposal automatically expires and becomes null and void if Customer's Approval is not received by H&K Environmental within thirty (30) days from date on this proposal. H&K Environmental reserves the right to withdraw this proposal any time prior to receipt of Customer's Approval.

Thank you for this opportunity to offer our proposal on the Lansdale WWTP Facility. Please do not hesitate to contact me with any questions or comments concerning the information herein.

Looking forward to being of service.

Jim Powers

**H + K Environmental Services
2052 Lucon Road
PO Box 196
Skippack, Pa. 19474**

Cell 215-397-6636
Office 610-323-2748
jfpowers@hkgroup.com

Acceptance of Proposal

Customer hereby approves the prices, specifications, and scope of work set forth in this proposal and requests that H&K Environmental perform the work.

Facsimile Signatures: Each party agrees that signatures by facsimile shall be deemed original signatures, and shall have the same force and effects as an original signature, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by both parties to the same extent that an original signature could be used.

ACCEPTED BY CUSTOMER:

ACCEPTED BY H&K ENVIRONMENTAL:

Signature: _____

Signature: _____

Title: _____

Title: _____

Date of Approval: _____

Date of Approval: _____

Change Order Request



**WATER & WASTEWATER
SERVICES DIVISION**

C.O.R. # 021
G.C. #
Date: 3/24/2016

Project Name: Lansdale Boro WWTP Capacity Upgrade

Project #: CL-141A

To: Hazen and Sawyer, P.C.
Attn: Mark Strahota, P.E.
2134 Sandy Drive, Suite 4

State College, PA 16803

From: BGC Water & Wastewater Services Division
M. Liam Dolan
901 Minsi Trail
P.O. Box 391
Blooming Glen, PA 18911

Phone: (814) 272-3332 **Fax:** (814) 272-3013

Phone: (215) 257-9400 **Fax:** (215) 257-7761

We hereby propose to make the following changes:

Change Order Directive Number 7

Change Order Price \$15,206.45

Draft

This price is good for 5 days. If conditions change, this price is void.

We are requesting a time extension of 5 days in conjunction with this change.

M. Liam Dolan 
Author 3/24/2016
Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



**WATER & WASTEWATER
SERVICES DIVISION**

C.O.R. # 021

G.C. #

Date: 3/24/2016

Project Name: Lansdale Boro WWTP Capacity Upgrade

Project #: CL-141A

LumpSum

Description	Unit Type	Quantity	Cost	TotalTax	Total
Keystone Engineering	LS	1.00	\$8,900.00	\$0.00	\$8,900.00
Additional Float	LS	1.00	\$323.00	\$0.00	\$323.00
High Peak Electric	LS	1.00	\$2,500.00	\$0.00	\$2,500.00
Labor	LS	1.00	\$1,500.00	\$0.00	\$1,500.00
Sub Total				\$0.00	\$13,223.00
Grand Total				\$0.00	\$13,223.00
Total Profit					\$13,223.00
Total					\$1,983.45
Total					\$15,206.45

Draft

Hazen

Work Change Directive No. 7

Date of Issuance: **March 15, 2016** Effective Date: **March 15, 2016**
 Owner: **Borough of Lansdale** Owner's Contract No.:
 Contractor: **Blooming Glen Contractors, Inc.** Contractor's Project No.:
 Engineer: **Hazen and Sawyer** Engineer's Project No.: **90145-001**
 Project: **Wastewater Treatment Plant Capacity Upgrade** Contract Name: **WWTP Capacity Upgrade**

Contractor is directed to proceed promptly with the following change(s):

Description:

Provide one additional float switch, LSL-010, located in the Influent Pump Station Expansion wet well. Mount LSL-010 per detail 1696701R at 31" above the bottom of the wet well. Coordinate with Owner in the field to either pull a new conductor or utilize spare conductor for signal back to PLC-B4. Provide an additional intrinsically safe relay in PLC-B4 for LSL-010 and hardwired relays, as needed. Instead of shutting down all pumps with LSL-040, shut down Pumps P-40 and P-41 with new LSL-010, and shut down Pumps P-42, P-43, P-44 with LSL-040, which has already been lowered to 21" above the bottom of the wet well. Monitor LSL-010 with PLC-B4 at Rack 1, Slot 4, Point 11.

In addition, provide control system programming for flexibility of automatic operation for Pumps P-42, P-43, and P-44 to operate based on wet well level instead of flow (see attached modifications to Section 17950, Functional Control Descriptions).

Attachments:

- Drawing I100 – Process and Instrumentation Diagram Influent Pump Station Expansion
- Drawing E101 – Influent Pump Station Expansion Electrical Block Diagram and Panel Schedule
- Drawing E103 – Influent Pump Station Expansion Electrical Plan
- Modifications to Section 17950 – Functional Control Description for level-based operation of Pumps P-42, P-43, and P-44

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
 Necessity to proceed for schedule or other Project reasons.

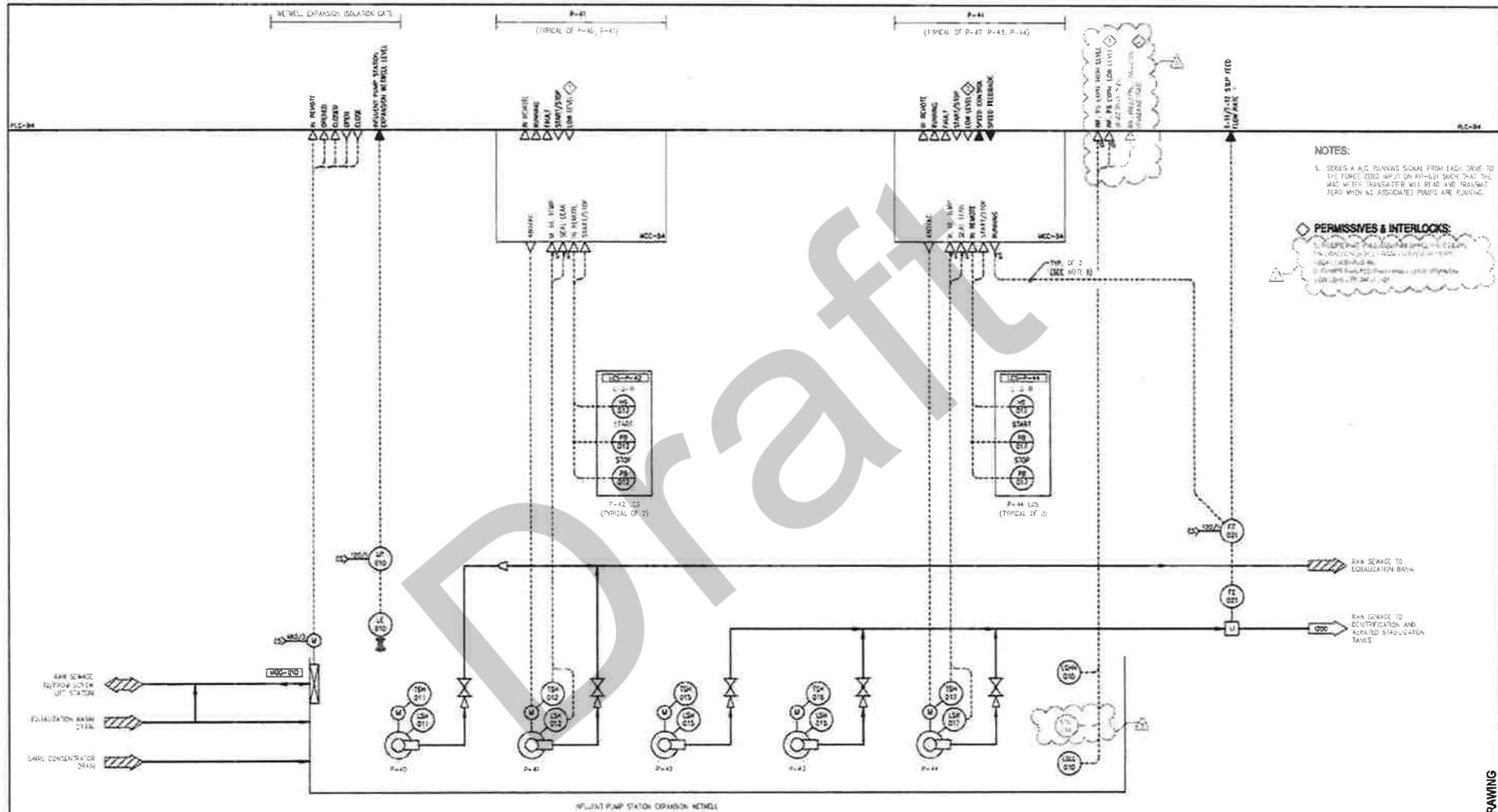
Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 3,000 [increase] [~~decrease~~]
 Contract Time 30 days [increase] [~~decrease~~]

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
 Cost of the Work Other: Engineer's Estimate

<p>RECOMMENDED:</p> <p>By: <u><i>Mark Strabot</i></u> Engineer (Authorized Signature)</p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>March 15, 2016</u></p>	<p>AUTHORIZED BY:</p> <p>By: <u><i>Daniel Shinskie</i></u> Owner (Authorized Signature)</p> <p>Title: <u>Superintendent</u></p> <p>Date: <u>3/15/16</u></p>	<p>RECEIVED:</p> <p>By: _____ Contractor (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>
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NOTES:
 1. SERIES A R.C. RUNNING SIGNAL FROM EACH DRIVE TO THE FORCE ZERO (FPZ) ON FT-101 SUCH THAT THE BACK UP TECH TRANSMITTER WILL READ AND TRANSMIT ZERO WHEN NO ASSOCIATE PUMPS ARE RUNNING.

PERMISSIVES & INTERLOCKS:
 1. INTERLOCKS SHALL BE AS SHOWN IN ASSOCIATED P&ID'S.
 2. INTERLOCKS SHALL BE AS SHOWN IN ASSOCIATED P&ID'S.
 3. INTERLOCKS SHALL BE AS SHOWN IN ASSOCIATED P&ID'S.

CONFORMED DRAWING

NO.	DATE	BY	APPROVED
1	05/20/2014	JSA	JSA
2	06/20/2014	JSA	JSA
3	06/20/2014	JSA	JSA

REVISIONS:
 DRAWN: JSA
 CHECKED: JSA
 PROJ. ENGR: MGS

THIS DOCUMENT ORIGINALLY ISSUED FOR CONSTRUCTION AND SHALL BE MARKED, DATED, AND SEALED BY THE ORIGINAL DESIGNER. THIS DOCUMENT SHALL NOT BE CONSIDERED A CORRECTED DOCUMENT.

THIS DOCUMENT ORIGINALLY ISSUED FOR CONSTRUCTION AND SHALL BE MARKED, DATED, AND SEALED BY THE ORIGINAL DESIGNER. THIS DOCUMENT SHALL NOT BE CONSIDERED A CORRECTED DOCUMENT.

HAZEN AND SAWYER
 Environmental Engineers & Scientists
 300 WASHINGTON BOULEVARD, SUITE 104
 STATE COLLEGE, PA 16801



BOROUGH OF LANSDALE
 LANSDALE, PENNSYLVANIA
WASTEWATER TREATMENT PLANT
 CAPACITY UPGRADE

INSTRUMENTATION AND CONTROL
PROCESS AND INSTRUMENTATION DIAGRAM
INFLUENT PUMP STATION EXPANSION

DATE: 10/01/2014	SCALE: AS SHOWN
PROJECT NUMBER: 90143-001	DRAWING NUMBER: 1100

REPLACE SECTION 17950.3.01.B.6 FOR REMOTE AUTOMATIC OPERATION OF PUMPS P-42, P-43, AND P-44 WITH THE FOLLOWING:

(Significant modifications from original control strategy are shown in bold text.)

6. Automatic Operation
 - a. Each pump shall have the option of being placed into the lead, lag-1, lag-2, or none stage.
 - b. The system shall have the option of being set in a fixed flow mode, percentage of influent flow mode, **wet well level mode**, or an off mode. In fixed flow mode, an operator entered flow rate setpoint shall be used to automatically set the speed the pumps. In percentage of influent flow mode, the operator entered percentage shall be used to automatically compute the flow rate used to set the speed of the pumps. **In wet well level mode, the operator entered wet well level shall be used to automatically set the speed of the pumps.** In off mode, the pumps shall not run.
 - c. **FIXED FLOW/PERCENT OF INFLUENT FLOW MODE**
 - i. The existing influent flow meter FE/FIT-101 shall be used for the influent flow rate and FE/FIT-021 shall be used for the flow rate feedback for Pump Nos. P-42, P-43, and P-44.
 - ii. When in the fixed flow mode (initial value: 1.0 MGD; range: 0.10 – 6.00 MGD) or the percentage of influent flow mode (initial value: 20%; range: 10% - 100%), the lead pump shall run and ramp to maintain the flow setpoint.
 - iii. If the lead pump is called to run at an operator entered lag pump start setpoint (initial value: 98%; range: 50% - 100%) for an operator adjustable lag pump start time delay (initial value: 60 seconds; range: 0 – 600 seconds) the lag-1 pump shall be brought online and both pumps shall ramp together.
 - iv. When the lead and lag-1 pumps are called to run at the operator entered pump start setpoint for the lag pump start time delay, the lag-2 pump shall be brought online and all three pumps shall ramp together.
 - v. When the lead, lag-1, and lag-2 pumps are called to run at an operator entered lag-2 pump stop setpoint (initial value: 90%; range: 50% - 100%) for an operator adjustable lag-2 pump stop time delay (initial value: 120 seconds; range: 0 – 1200 seconds), the lag-2 pump shall stop and the remaining two pumps shall continue to ramp together.
 - vi. When the lead and lag-1 pumps are called to run at an operator entered lag-1 pump stop setpoint (initial value: 80%; range: 50% - 100%) for an operator adjustable lag-1 pump stop time delay (initial value: 120 seconds; range: 0 – 1200 seconds), the lag-1 pump shall stop and the remaining lead pump shall continue to ramp to maintain the flow setpoint.
 - vii. **If the wet well level reaches a lead pump stop setpoint (initial value: 24 inches; range: 22 – 36 inches), the lead pump shall stop for an operator**

adjustable lead pump stop time delay (initial value: 240 seconds; range: 0 – 1200 seconds).

- viii. If the called pump is not available (e.g., faults, has a loss-of-run or fail-to-start condition) another pump shall be substituted in its place.
- ix. When enabled, an auto rotation scheme shall be used to keep pump run times closely aligned. After an operator adjustable rotation runtime, the pumps lead, lag-1, and lag-2 stage shall rotate.

a. WET WELL LEVEL MODE

- i. Each pump shall have the option of being placed into the lead, lag-1, lag-2, or none stage.
- ii. The system shall have the option of being set in level mode. In level mode, the pumps shall automatically adjust their speed to maintain the water level in the wet well at an adjustable set point.
- iii. The level sensor LE/LIT-010 shall be used for the wet well level feedback for Pump Nos. P-42, P-43, and P-44.
- iv. When in the level mode (initial value: 36 inches; range: 24 – 100 inches), the lead pump shall run and ramp to maintain the level setpoint within an operator adjustable range (X) of the setpoint (initial value: 4 inches; range: 3 – 12 inches). At (X divided by 2) inches above the setpoint, the pump shall ramp up to maintain the level. At (X divided by 2) inches below the setpoint, the pump shall ramp down to maintain the level.
- v. If the lead pump is called to run at an operator entered lag pump start setpoint (initial value: 98%; range: 50% - 100%) for an operator adjustable lag pump start time delay (initial value: 60 seconds; range: 0 – 600 seconds) the lag-1 pump shall be brought online and both pumps shall ramp together.
- vi. When the lead and lag-1 pumps are called to run at the operator entered pump start setpoint for the lag pump start time delay, the lag-2 pump shall be brought online and all three pumps shall ramp together.
- vii. The PLC shall automatically adjust the pump speed as required to maintain the level setpoint. All of the running pumps shall operate at the same speed control setpoint based on the level reading so that the speeds of all running pumps shall be the same. This speed control strategy shall ensure that the pumps work together to control the level in the wet wells and shall limit flow surges when turning on additional pumps.
- viii. When the lead, lag-1, and lag-2 pumps are called to run at an operator entered lag-2 pump stop setpoint (initial value: 90%; range: 50% - 100%) for an operator adjustable lag-2 pump stop time delay (initial value: 120 seconds; range: 0 – 1200 seconds), the lag-2 pump shall stop and the remaining two pumps shall continue to ramp together.

- ix. **When the lead and lag-1 pumps are called to run at an operator entered lag-1 pump stop setpoint (initial value: 80%; range: 50% - 100%) for an operator adjustable lag-1 pump stop time delay (initial value: 120 seconds; range: 0 – 1200 seconds), the lag-1 pump shall stop and the remaining lead pump shall continue to ramp to maintain the flow setpoint.**
- x. **If the wet well level reaches a lead pump stop setpoint (initial value: 24 inches; range: 22 – 36 inches) for an operator adjustable lead pump stop time delay (initial value: 120 seconds; range: 0 – 1200 seconds), the lead pump shall stop until the wet well level reaches (X divided by 2) inches above the level setpoint.**
- xi. **If the called pump is not available (e.g., faults, has a loss-of-run or fail-to-start condition) another pump shall be substituted in its place.**
- xii. **When enabled, an auto rotation scheme shall be used to keep pump run times closely aligned. After an operator adjustable rotation runtime, the pumps lead, lag-1, and lag-2 stage shall rotate.**

M. Liam Dolan

From: Jeremy Cherelli [jcherelli@kegi.net]
Sent: Wednesday, March 23, 2016 1:57 PM
To: M. Liam Dolan; Heather Heltzinger
Cc: Paul Lacon
Subject: RE: BOL WWTP Capacity Upgrade ~ Work Change Directive No. 7

Liam,

Our price for Change Directive No. 7 comes to \$8,900. This includes the necessary hardware, panel wiring modifications, and programming labor to complete the task as outlined.

The other thing we need to discuss are the cost overruns on the autodialer installation. As directed on the Hazen and Sawyer drawings we provided and installed the upgraded autodialer attached to MIP. Due to the age of the dialer boards, the upgrade failed and we were forced to send it back to the manufacturer for repair. At this point with the dialer still not installed, we have incurred a cost overrun on that task of about 400%. We feel that we are entitled to compensation for a portion of these overruns. We are requesting \$2,500 for the time spent thus far in attempts to upgrade the autodialer and we reserve the right to charge for additional costs if the "new" upgraded autodialer continues to have failures once it is installed. Once this is settled we will install and commission the upgraded autodialer that is currently onsite.

Jeremy



D. Jeremy Cherelli, P.E.
Keystone Engineering Group, Inc.
590 E. Lancaster Ave, Suite 200
Frazer, PA 19355
(610) 407-4100 x1226
(610) 295-1226 direct
(610) 407-4101 fax
jcherelli@kegi.net
www.kegi.net

Attached for your approval is Work Change Directive No. 7 for the Wastewater Treatment Plant Capacity Upgrade project being completed for the Borough of Lansdale. ***Please execute where indicated and return to me for the project record.***

If you have any questions or require additional information, feel free to contact me.

Denedia M. Park

Administrative Assistant | Hazen and Sawyer
2134 Sandy Drive, Suite 4, State College, PA 16803
814-272-3332 (direct)
dpark@hazenandsawyer.com | hazenandsawyer.com

Draft



TO: M. Liam Dolan, Project Manager
 Blooming Glen Contractors
 901 Minsi Trail
 PO Box 391
 Blooming Glen, PA 18911
SENT VIA EMAIL

March 23, 2016

REFERENCE: Borough of Lansdale
 Wastewater Treatment Plant Capacity Upgrade
 Flygt Quote #20160323AA-ATK-F-Lansdale

Dear Mr. Dolan:

We are pleased to enclose our formal scope letter for a Flygt ENM-10 Level Float. We appreciate this opportunity to provide you with this quotation. Flygt Corporation and Riordan Materials Corp., hereinafter sometimes referred to as the vendor, is pleased to provide Blooming Glen Contractors, hereinafter referred to as the Purchaser, the following proposal for the sewage and utility pumping equipment and controls:

Borough of Lansdale WWTP Capacity Upgrade		Part #	Quantity	Supplier	Notes
ENM-10 Level Float	5828830	1	Flygt	Includes 40' of cable	

NOTES/CLARIFICATIONS

1. The scope of supply does NOT include junction boxes, anchor bolts, or any hardware. Only those items specifically listed in the table above are included.
2. The scope of supply does NOT include any field services.

<input checked="" type="checkbox"/> Main Office 6198 Butler Pike-Suite 150 Blue Bell, PA 19422 (P) 215.628.9936 (F) 215.628.9979	<input type="checkbox"/> Reading Office 60 Park Road Wyomissing Hills, PA 19609 (P) 610.927.4474 (F) 610.927.3940	Riordan Materials Corporation <i>Flygt (a xylem brand) Municipal Representatives</i>
--	---	--

Change Order Request



**WATER & WASTEWATER
SERVICES DIVISION**

C.O.R. # 022

G.C. #

Date: 3/24/2016

Project Name: Lansdale Boro WWTP Capacity Upgrade

Project #: CL-141A

To: Hazen and Sawyer, P.C.

Attn: Mark Strahota, P.E.

2134 Sandy Drive, Suite 4

State College, PA 16803

From: BGC Water & Wastewater Services Division

M. Liam Dolan

901 Minsi Trail

P.O. Box 391

Blooming Glen, PA 18911

Phone: (814) 272-3332 **Fax:** (814) 272-3013

Phone: (215) 257-9400 **Fax:** (215) 257-7761

We hereby propose to make the following changes:

Keystone Engineering - Automatic Dialer

Change Order Price

\$2,875.00

Draft

This price is good for 5 days. If conditions change, this price is void.

We are requesting a time extension of 5 days in conjunction with this change.

M. Liam Dolan
Author

3/24/2016

Date Sent

Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



**WATER & WASTEWATER
SERVICES DIVISION**

C.O.R. # 022

G.C. #

Date: 3/24/2016

Project Name: Lansdale Boro WWTP Capacity Upgrade

Project #: CL-141A

Labor

Labor Type	Man Hrs	\$/Hr	Burden	Fringe	Total Tax	Total Labor
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub Total					\$0.00	\$0.00
Grand Total					\$0.00	\$0.00

LumpSum

Description	Unit Type	Quantity	Cost	Total Tax	Total
Keystone Engineering	LS	1.00	\$2,500.00	\$0.00	\$2,500.00
Sub Total				\$0.00	\$2,500.00
Grand Total				\$0.00	\$2,500.00
Total Profit					\$2,500.00
Total					\$375.00
Total					\$2,875.00

Draft

Change Order Request



**WATER & WASTEWATER
SERVICES DIVISION**

C.O.R. # 024

G.C. #

Date: 3/25/2016

Project Name: Lansdale Boro WWTP Capacity Upgrade

Project #: CL-141A

To: Hazen and Sawyer, P.C.
Attn: Mark Strahota, P.E.
2134 Sandy Drive, Suite 4

State College, PA 16803

From: BGC Water & Wastewater Services Division
M. Liam Dolan
901 Minsi Trail
P.O. Box 391
Blooming Glen, PA 18911

Phone: (814) 272-3332 **Fax:** (814) 272-3013

Phone: (215) 257-9400 **Fax:** (215) 257-7761

We hereby propose to make the following changes:

Two (2) One Inch Taps installed in 36" Secondary Effluent Line

Change Order Price \$1,115.50

Draft

This price is good for 5 days. If conditions change, this price is void.

We are requesting a time extension of 5 days in conjunction with this change.

M. Liam Dolan 3/25/2016

Author Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature Date of Acceptance

Change Order Request



**WATER & WASTEWATER
SERVICES DIVISION**

C.O.R. # 024

G.C. #

Date: 3/25/2016

Project Name: Lansdale Boro WWTP Capacity Upgrade

Project #: CL-141A

LumpSum

Description	Unit Type	Quantity	Cost	Total Tax	Total	
LCF Construction	LS	1.00	\$970.00	\$0.00	\$970.00	
			Sub Total	\$0.00	\$970.00	
			Grand Total	\$0.00	\$970.00	
					Total Profit Total	\$970.00 \$145.50 \$1,115.50

Draft

Purchase Order

252553	LCF Constructlon, Inc. P.o. Box 310
Seller:	Hatfield, PA 19438
Contact Phone	(215) 368-9373

PO Number	200 - 0021485
PO Date	Jan 06/16
Ship Date	Jan 06/16

Purchaser:	Blooming Glen Contractors, Inc. P.O. Box 55 Skippack PA 19474
Phone	(215) 257 9400

Ship To	652 WEST 9TH STREET LANSDALE, PA 19446 MONTGOMERY COUNTY
Phone Fax	

Purchaser	Requisitioned By	FOB	Carrier	Job Number	Job Name
Julle A Heinrich	LIAM	FOB Plant		CL-141A	Lansdale Boro WWTP Ca

Line	Task	Description	Quantity	Uof	Unit Price	Tax	Amount
0001	3000-0300	INV# 180894 12/17/15	1.0	LS	970.00	PAX	970.00
Sub Total							970.00
PA Exempt							0.00
Total							970.00

Seller
 PO Number must be referenced on all invoices and packing slips in order to avoid payment delays.

ADDRESS		ADDRESS		
CITY, STATE, ZIP		CITY, STATE, ZIP		
CUSTOMER'S ORDER	SALESPERSON	TERMS	F.O.B.	DATE
11 Dec	Matte - 1-	14" DIA TP X 2" TP		11 Dec 15
		As Directed		
16 Dec	Matte - 2-	36" DIA X 1" TP		
		As Directed		
	Lansdale WWTP			
	Lansdale, PA			

PO # 1001058
 Linn
 CL-141A
 3000-0100



Date: **30Mar2016**

Project Name: **Lansdale Wasterwater Treatment Plant piping insulation**

Reference #: **Z16-128**

K. Guller, LLC is pleased to submit this lump sum proposal to provide labor, material and supervision services to complete insulation as described below.

Scope of Work

1. Furnish, fabricate and install required insulation on systems listed below according to drawings and specifications provided.

2", 6" & 8" pipe as shown - \$1671.00

Add for 14" pipe as shown - \$1,460.00

If all work is awarded together - \$2,786.00

Clarifications

1. Standard exceptions – demolition, painting, identification, shields, saddles, overtime, diffusers, victaulics, fire-stopping, pre-insulated pipe supports, lav-guards.
2. Scaffolding is excluded.
3. Mobile lifts excluded.
4. All insulation to be installed according to manufacturer's specifications.
5. Please provide reference # above when awarding project.
6. Quote valid for 90 days from date above.

Compensation

Invoicing and payment

K. Guller, LLC will invoice for the work completed. Payment terms are net 30 days no retention.

Thank you for your interest in K. Guller, LLC. If I can be of further assistance, please call me at (717) 381-5133

Sincerely,

Clifford Zwiercan

Pipe Systems

Pipe System Descriptions	Specification Material Descriptions	Insulation Thickness
Wastewater Type - A - ALL All Pipe Sizes	Fiberglass pipe covering .016 embossed aluminum jacketing Fiberglass insert and PVC fitting cover white	2" Thick - for All Pipe Sizes

Draft

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: May 18, 2016

I move that: Borough Council authorize Payment #15 in the amount of \$212,252.09 to Blooming Glen
Contractors for work completed on the Wastewater Treatment Plant Capacity Upgrade Project per
the recommendation of Hazen & Sawyer, PC., engineering consultants for this project.

Presented by: _____ Malagari

Seconded by: _____



Hazen and Sawyer
2134 Sandy Drive, Suite 4
State College, PA 16803 • 814.272.3332

VIA E-MAIL/REGULAR MAIL

June 1, 2016

Mr. Daniel Shinskie
Plant Superintendent
Borough of Lansdale
649 W. 9th Street
Lansdale, PA 19446

**Re: Wastewater Treatment Plant Capacity Upgrade
Application for Payment 16
Blooming Glen Contractors, Inc.**

Dear Mr. Shinskie:

We are in receipt of Application for Payment 16 as submitted by Blooming Glen Contractors, Inc. (BGC) for the Wastewater Treatment Plant Capacity Upgrade Project. With this Application, BGC is requesting final payment for completion of the Work in its entirety. Upon review of the application, we believe there are a few outstanding items that must be completed prior to final approval by the Borough. Those items are summarized below.

1. Surface restoration and landscaping per Sections 02500 and 02910 of the Contract Documents
 - o Removal of rocks in newly seeded areas throughout the Site
 - o Incomplete restoration in area of Pump Station PS-3
 - o Fill material around valve box at Tank T-6 and PS-3
2. Nameplates on ALL control boxes and panels per Section 16195: Nameplates shall be engraved, high pressure plastic laminate, white with black lettering. Currently only stickers from the arc flash testing are provided.
3. Electrical spare parts from Friedman Electric as required.

We believe the total value of the above items is approximately \$5,000. However, BGC has requested that the Borough withhold payment of the entire amount on Application for Payment 16 to avoid preparing another application in July. **Therefore, we recommend payment of the requested amount, \$212,252.09, contingent upon the items above being complete by June 15, 2016. If the items are not complete, we recommend deferring approval of payment until completion.**

If you have any questions or require additional information, feel free to contact me.

Contractor's Application for Payment No.

16

Application Period: 5/1/2016 to 5/25/2016		Application Date: 5/25/2016	
To (Owner): Borough of Lansdale, Lansdale, PA 19446	From (Contractor): BLOOMING GLEN CONTRACTORS, INC.	Via (Engineer): Hazen and Sawyer, PC, 330 Innovation Blvd., Suite 104, State College, PA 16803	
Project: Wastewater Treatment Plant Capacity Upgrade	Contract: Wastewater Treatment Plant Capacity Upgrade		
Owner's Contract No.: 2014-WWTP-R	Contractor's Project No.: CL-141A	Engineer's Project No.: 90145-001	

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
C001	\$81,063.00	
C002	\$62,244.31	
C003	\$69,469.49	
C005	\$33,612.75	
TOTALS		
	\$246,389.55	
NET CHANGE BY CHANGE ORDERS		\$246,389.55

1. ORIGINAL CONTRACT PRICE.....	\$ 3,278,650.00
2. Net change by Change Orders.....	\$ 246,389.55
3. Current Contract Price (Line 1 ± 2).....	\$ 3,525,039.55
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 3,525,039.55
5. RETAINAGE:	
a. X \$3,525,039.55 Work Completed.....	\$
b. X Stored Material.....	\$
c. Total Retainage (Line 5a + Line 5b).....	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 3,525,039.55
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)....	\$ 3,312,787.46
8. AMOUNT DUE THIS APPLICATION.....	\$ 212,252.09
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$

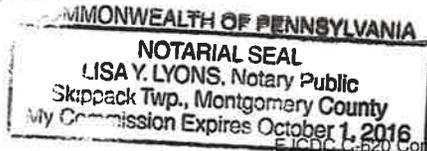
Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

State of: Pennsylvania County of: Montgomery
Subscribed and sworn to before me this 20th day of May, 2016
Notary Public:
My Commission expires:

By: *[Signature]* Date: 5/20/2016

H. Christian Budenz, Vice-Pres., Asst.Sect.



Payment of: \$ 212,252.09
(Line 8 or other - attach explanation of the other amount)

is recommended by: Mark Stult 6/1/16
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

APP NUMBER 016

DATE: 05/25/2016

OWNER: Borough of Lansdale

NAME OF PROJECT: Lansdale Boro WWTP Capacity Upgrade

JOB NO.: CL-141A

CONTRACTOR: Blooming Glen Contractors, Inc.

Unit Price	Unit	Item No.	Description	Quantity	Total Amount	Previous Applications		This Application		Complete To Date		Balance To Finish	
						D		E		F		G	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
146,660.00	LS	1000-0102	PUMP STATION SITEWORK	1	\$146,660.00	1	146660			1.000	146660		
263,813.00	LS	1000-0110	PUMP STATION CONCRETE CONSTRUCT	1	\$263,813.00	1	263813			1.000	263813		
347,683.00	LS	1000-0120	MECHANICAL WORK IN VAULTS	1	\$347,683.00	1	347683			1.000	347683		
203,204.00	LS	1000-0500	MOBILIZATION	1	\$203,204.00	1	203204			1.000	203204		
220,980.00	LS	2000-0100	FORCEMAIN PIPING THRU YARD	1	\$220,980.00	1	220980			1.000	220980		
392,918.00	LS	3000-0300	REPLACE 24" SE PIPE W/ 36"	1	\$392,918.00	1	392918			1.000	392918		
63,970.00	LS	3000-0400	INSTALL 12" SL PIPE FROM PS3 T	1	\$63,970.00	1	63970			1.000	63970		
144,554.00	LS	3000-0600	REPLACE 18"/24" PIPE W/ 24"/3	1	\$144,554.00	1	144554			1.000	144554		
1,714.00	LS	3000-0720	CL2 TANK DEMOLITION	1	\$1,714.00	1	1714			1.000	1714		
35,553.00	LS	3000-0750	CL2 TANK MECHANICAL WORK	1	\$35,553.00	1	35553			1.000	35553		
101,128.00	LS	3000-0770	CL2 TANK CONCRETE MODIFICATION	1	\$101,128.00	1	101128			1.000	101128		
6,776.00	LS	3000-0800	MODIFY CHLORINE ROOM FOR NEW M	1	\$6,776.00	1	6776			1.000	6776		
4,709.00	LS	3000-0850	MODIFY T12 ANALYZER BLDG FOR E	1	\$4,709.00	1	4709			1.000	4709		
31,790.00	LS	3000-0900	REPLACE 6" AIR PIPE W/ 12" TO	1	\$31,790.00	1	31790			1.000	31790		
82,613.00	LS	4000-0100	REPLACE AERATION SYSTEM T3 & T	1	\$82,613.00	1	82613			1.000	82613		
64,022.00	EA	4000-0115	REPLACE CLARIFIER DRIVE T15	1	\$64,022.00	1	64022			1.000	64022		
167,255.00	LS	4000-0120	SS AERATION T-11 THRU T-12 TRA	1	\$167,255.00	1	167255			1.000	167255		
187,424.00	LS	4000-0130	FLANGED 24" SE PIPE THRU T11-T	1	\$187,424.00	1	187424			1.000	187424		
20,777.00	LS	4000-0140	NEW DIP 12" AIR PIPE TO T-11 T	1	\$20,777.00	1	20777			1.000	20777		
35,884.00	LS	4000-0150	FIBERGLASS BAFFLES T-11 AND	1	\$35,884.00	1	35884			1.000	35884		
17,877.00	LS	5000-0160	CONCRETE WALKWAY RESTORATION	1	\$17,877.00	1	17877			1.000	17877		
6.06	SF	5000-0170	RESTORE TRENCH AREAS	2700	\$16,362.00	2025	12271.5	675	4090.5	2,700.000	16362		
4,800.00	LS	5000-0180	YARD RESTORATION	1	\$4,800.00	1	4800			1.000	4800		
389,623.00	LS	6000-0190	ELECTRICAL MODIFICATIONS	1	\$389,623.00	1	389623			1.000	389623		
19,161.00	LS	7000-0210	DEMOBILIZATION/CLOSEOUT	1	\$19,161.00	0.99	18969.39	0.01	191.61	1.000	19161		
219,400.00	LS	8000-0220	ALLOWANCE FOR INSTRUMENTATION	1	\$219,400.00	1	219400			1.000	219400		
88,000.00	LS	8000-0225	SCREW PUMP SPIRAL AND TORQUE T	1	\$88,000.00	1	88000			1.000	88000		
			Change Order 1										
43,563.00	LS	8000-0255-C	Cost of Aeration T11-T12 "C"	1	\$43,563.00	1	43563			1.000	43563		
37,500.00	LS	8000-0256-C	Install new Mixer T11, Train 1	1	\$37,500.00	1	37500			1.000	37500		
			Change Order C002										
62,244.31	LS	9000-0007	36" FCE REALIGNMENT	1	\$62,244.31	1	62244.31			1.000	62244.31		
			Change Order C003										
69,469.49	LS	9000-0006	14" FORCEMAIN T&M	1	\$69,469.49	1	69469.49			1.000	69469.49		
			Change Order C005										
1,115.50	LS	3000-0300-C	Two 1" Taps in 36" Line	1	\$1,115.50			1	1115.5	1.000	1115.5		
2,722.25	LS	5000-0180-C	Soil Spreading, Raking & Seeding	1	\$2,722.25			1	2722.25	1.000	2722.25		
6,250.00	LS	6000-0190-C	Electrical Changes to Effluent Channel	1	\$6,250.00			1	6250	1.000	6250		
1,679.00	LS	7000-0210-C	Insulation on 14" Force Main at T11/T12 Wall Pe	1	\$1,679.00			1	1679	1.000	1679		
18,081.00	LS	8000-0220-C	IPSE Controls & Auto Dialer Upgrades#21 & 22	1	\$18,081.00			1	18081	1.000	18081		
1,725.00	LS	9000-0016	6" SLUDGE VALVE REPLACEMENT	1	\$1,725.00			1	1725	1.000	1725		
2,040.00	LS	9000-0017	CHEMICAL LINE RELOCATION	1	\$2,040.00			1	2040	1.000	2040		
			PROJECT TOTAL:		\$3,525,039.55		3,487,144.69		37,894.86		3,525,039.55		

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: June 15, 2016

I move that: Borough Council authorize the Borough Manager to submit the MS4 TMDL Strategy
Report prepared by our consultants, AKRF, to the Department of Environmental Resources.

Presented by: _____ Malagari

Seconded by: _____

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: June 15, 2016

I move that: Borough Council authorize payment #4 (Final) in the amount of \$27,425.00 to Marino Corp.
for work completed on the 9th Street Extension Off-Site Improvement Project per the recommendation
of Remington, Vernick & Beach, engineering consultants for this project. This project will be paid for
with the money received from the Lansdale Parking Authority in exchange for the 9th Street Station
parking lot parcel.

Presented by: _____ Malagari

Seconded by: _____

SENIOR PRINCIPALS

Edward Vernick, PE, CME, President
Craig F. Remington, PLS, PP, Vice President
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME, CFM
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

PRINCIPALS

Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME, CPWM, CEP
Alan Ditterhofer, PE, PP, CME
Leonard A. Faiola, PE, PP, CME
Christopher J. Fazio, PE, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME

SENIOR ASSOCIATES

Charles E. Adamson, PLS, AET
John J. Cantwell, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE
Annina Hogan, PE, RA, CME, CPWM, LEED-AP
Kenneth C. Ressler, PE, CME
Frank J. Seney, Jr., PE, PP, CME
Gregory J. Sullivan, PE, PP, CME

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers

232 Kings Highway East
Haddonfield, NJ 08033
☐ (856) 795-9595

**Remington, Vernick
& Vena Engineers**

9 Allen Street
Toms River, NJ 08753
☐ (732) 286-9220

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
☐ (732) 955-8000

**Remington, Vernick
& Walberg Engineers**

845 North Main Street
Pleasantville, NJ 08232
☐ (609) 645-7110

4907 New Jersey Avenue
Wildwood City, NJ 08260
☐ (609) 522-5150

Melford Plaza I, Suite 400
16701 Melford Boulevard
Bowie, MD 20715
☐ (240) 544-5382

**Remington, Vernick
& Beach Engineers**

922 Fayette Street
Conshohocken, PA 19428
☐ (610) 940-1050

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
☐ (412) 263-2200

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
☐ (302) 266-0212

**Remington, Vernick
& Arango Engineers**

The Presidential Center, Lincoln Building
Suite 600, 101 Route 130,
Cinnaminson, NJ 08077
☐ (856) 303-1245

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
☐ (201) 624-2137

May 26, 2016

**Borough of Lansdale
1 Vine Street
Lansdale, PA 19446**

**Attn: Mr. Jake Ziegler
Borough Manager**

**Re: Borough of Lansdale
9th Street Station Off-Site Improvements
Payment Certificate #4-Final
Our File# PMLDT053**

Dear Jake:

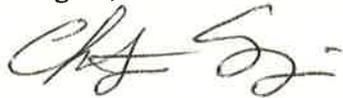
Remington, Vernick & Beach Engineers (RVB) has enclosed two (2) copies of Payment Certificate 4- Final, Certified Payrolls and a Maintenance Bond No. 2205052 for the above referenced project.

At this time, Marino Corp. (hereafter referred to as "Contractor") has completed the project and the work has been deemed acceptable. As required, the Contractor has furnished a maintenance bond for 100% of the final contract value and this bond is set to expire on May 17, 2018.

RVB therefore recommends payment to the Contractor, in the amount of \$27,425.00. This shall be the final payment made to the Contractor for this project.

Please review and process for payment to the Contractor. Should you have any questions, please feel free to contact our office at (610) 940-1050.

Very truly yours,
Remington, Vernick & Beach Engineers



**Christopher J. Fazio, P.E., C.M.E.
Principal**

Enclosure

**cc: Dan Shinskie, Borough of Lansdale
Thomas F. Beach, P.E., C.M.E., Executive Vice President
Ray Ruczynski, Manager of Construction Inspection Services
Daniel S. Beach, Contract Administrator**



Payment Certificate No. 4 - Final

Project Name: 9th Street Station Off-Site Improvements
 Project Number: PMLDT053
 Application Date: 5/25/2016

Owner
 Borough of Lansdale
 1 Vine Street
 Lansdale, PA 19446

Contractor
 Marino Corp.
 1400 Cressman Road
 Skippack, PA 19474

No.	Description	QTY	Units	Unit Price	Contract Amount	QTY Compl. Cert. 4	Amount Complete Cert. 4	QTY Previously Complete	Amount Previously Complete	Total QTY Complete	Total Amount Payable
1	Mobilization	1	LS	\$1,900.00	\$1,900.00		\$0.00	1	\$1,900.00	1	\$1,900.00
2	Maintenance and Protection of Traffic	1	LS	\$1,400.00	\$1,400.00		\$0.00	1	\$1,400.00	1	\$1,400.00
3	Construction Layout	1	LS	\$3,400.00	\$3,400.00		\$0.00	1	\$3,400.00	1	\$3,400.00
4	Record Drawings	1	LS	\$3,500.00	\$3,500.00		\$0.00	1	\$3,500.00	1	\$3,500.00
5	Site Clearing and Grubbing	1	LS	\$20,400.00	\$20,400.00		\$0.00	1	\$20,400.00	1	\$20,400.00
6	Filter Sock, 12"	1000	LF	\$5.00	\$5,000.00		\$0.00	1000	\$5,000.00	1000	\$5,000.00
7	Inlet Protection	6	EA	\$144.00	\$864.00		\$0.00	6	\$864.00	6	\$864.00
8	Roadway Excavation, Unclassified	850	CY	\$34.00	\$28,900.00		\$0.00	850	\$28,900.00	850	\$28,900.00
9	PennDOT No. 2A Course Aggregate, Subbase, 6" Depth	2500	SY	\$8.00	\$20,000.00		\$0.00	2500	\$20,000.00	2500	\$20,000.00
10	Thermoplastic Traffic Striping	1	LS	\$1,600.00	\$1,600.00		\$0.00	1	\$1,600.00	1	\$1,600.00
11	Tie-in to Existing Storm Sewer Structure	1	EA	\$1,200.00	\$1,200.00		\$0.00	1	\$1,200.00	1	\$1,200.00
12	Inlet, Type M	3	EA	\$2,600.00	\$7,800.00		\$0.00	3	\$7,800.00	3	\$7,800.00
13	Storm Sewer Manhole	1	EA	\$2,900.00	\$2,900.00		\$0.00	1	\$2,900.00	1	\$2,900.00
14	Superpave Asphalt Wearing Course, 9.5MM, PG 64-22, .3 to 3 Million ESALS, 1.5" Depth,	225	TON	\$124.00	\$27,900.00		\$0.00	225	\$27,900.00	225	\$27,900.00
15	Superpave Asphalt Base Course, 25MM, PG 64-22, .3 to 3 Million ESALS, 4.5" Depth	650	TON	\$76.00	\$49,400.00		\$0.00	650	\$49,400.00	650	\$49,400.00
16	Storm Sewer Trench Restoration, Including Installation of 4.5" 25MM Base Course and	220	SY	\$60.00	\$13,200.00		\$0.00	220	\$13,200.00	220	\$13,200.00
17	Rolled Asphalt Curb	500	LF	\$14.00	\$7,000.00		\$0.00	500	\$7,000.00	500	\$7,000.00
18	15" High Density Polyethylene Pipe, Including Trench Backfill	510	LF	\$58.00	\$29,580.00		\$0.00	510	\$29,580.00	510	\$29,580.00
19	18" High Density Polyethylene Pipe, Including Trench Backfill	330	LF	\$62.00	\$20,460.00		\$0.00	330	\$20,460.00	330	\$20,460.00
20	Site Signage	1	LS	\$1,200.00	\$1,200.00		\$0.00	1	\$1,200.00	1	\$1,200.00
CO#101	Remediation of Unsuitable Subgrade Material	478.55	SY	\$20.00	\$9,571.00		\$0.00	478.55	\$9,571.00	478.55	\$9,571.00
CO#102	Premium Time 10/31/15	1	LS	\$1,650.00	\$1,650.00		\$0.00	1	\$1,650.00	1	\$1,650.00
CO#103	Premium Time 11/6/15	1	LS	\$1,900.00	\$1,900.00		\$0.00	1	\$1,900.00	1	\$1,900.00
CO #201	Bollards	1	LS	\$13,525.00	\$13,525.00		\$0.00	1	\$13,525.00	1	\$13,525.00
Totals					\$274,250.00		\$0.00		\$274,250.00		\$274,250.00

Payment Summary

<u>Payments</u>			
1	<u>\$115,008.88</u>	2	<u>\$119,643.62</u>
3	<u>\$12,172.50</u>	4	<u>\$27,425.00</u>

Total Completed to Date:	<u>\$274,250.00</u>
Less Retainage:	<u>\$0.00</u>
Subtotal:	<u>\$274,250.00</u>
Total Payments to Date:	<u>\$246,825.00</u>
Amount Due This Period:	<u>\$27,425.00</u>

Contract Adjustment Summary

<u>Change Orders</u>			
1	<u>\$13,121.00</u>	Additional Days	
2	<u>\$13,525.00</u>		<u>135</u>
3			
4			
5			

Original Contract Amount:	<u>\$247,604.00</u>
Total Change Orders:	<u>\$26,646.00</u>
Adjusted Contract Amount:	<u>\$274,250.00</u>
Original Contract Expiration:	<u>11/17/15</u>
Extension (in days):	<u>135</u>
Amended Contract Expiration:	<u>03/31/16</u>

Payment Recommendation

Amount Certified this Period: \$27,425.00


 Marino Corp. RICHARD M. MARINO Date

 5-28-16
 Thomas F Beach, P.E., C.M.E. Date

for 
 Daniel Beach, Contract Administrator 05/26/16 Date

Borough of Lansdale Date

MAINTENANCE BOND

Bond No. 2205052

KNOW ALL MEN BY THESE PRESENTS, that
MARINO CORPORATION, 1400 Cressman Road, P.O. Box 1209, Skippack, PA 19474

as Principal, and
North American Specialty Insurance Company, 475 N. Martingale Road, Suite 850, Schaumburg, IL 60173

as Surety, are held and firmly bound unto Borough of Lansdale
One Vine Street, Lansdale, PA 19446

as Obligee, in the full and just sum of Two Hundred Forty Seven Thousand Six
Hundred Four and No/00ths Dollars (\$ 247,604.00)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with Borough of Lansdale
dated for 9th Street Station Off-Site Improvements

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to
guarantee against all defects in workmanship and materials which may become apparent during the
period of two year(s) from March 1, 2016

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if
within two year(s) from March 1, 2016 the work done
under the terms of said contract shall disclose poor workmanship in execution of said work, and the
carrying out of the terms of said contract, or it shall appear that defective materials were furnished
thereunder, then this obligation shall remain in full force and virtue, otherwise this instrument shall
be void.

SIGNED AND SEALED THIS 17th DAY OF May, 2016

Attest/Witness



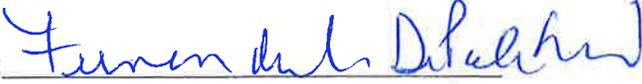
Witness



MARINO CORPORATION

By: 

North American Specialty Insurance Company

By: 
Fernanda L. Depaolantonio
Attorney-in-Fact

Statement of Compliance

Date: MAY 19, 2016

Contract Number:

I, AMY MONK, PAYROLL ADMINISTRATOR do hereby state:

(1) That I pay or supervise the payment of the persons employed by MARINO CORPORATION on the 9TH ST OFF-SITE IMPROVEME, that during the payroll period commencing on the 28 day of FEBRUARY, 2016 and ending the 5 day of MARCH, 2016, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said MARINO CORPORATION from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

- UNION DUES
- FEDERAL
- FICA/MEDICARE
- STATE & LOCAL

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

() In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

() Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (Craft)	EXPLANATION
	Payroll # 24 - Final
REMARKS	
NAME AND TITLE AMY MONK, PAYROLL ADMINISTRATOR	SIGNATURE 
The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.	


COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
 Anne G. Marino, Notary Public
 Skippack Twp., Montgomery County
 My Commission Expires May 30, 2018
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

MARINO CORPORATION
 1400 CRESSMAN ROAD
 PO BOX 1209
 SKIPPACK, PA 19474
 610 584-1800

Pay Period Date: 03/05/16
 Week Ending: 03/05/16
 Payroll No: 24

Certified Payroll Report

Contract #: 15-021
 Job No: 9TH ST OFF-SITE IMPROVEME
 Job Name:

Employee	# Exemptions Social Security Work Class	Hours							Total	Rate	Other Job Pay Job Gross Total Gross	FICA Fed W/H State	Local Union Oth Ded	Tot Ded Benefits Net Chk	
		SUN 28	MON 29	TUE 01	WED 02	THU 03	FRI 04	SAT 05							
FOLK, JAMES E	Ex: M-00 C M O ***-**-9878 S SUPERVISOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130.78	21.57	452.18
		0.00	8.00	8.00	8.00	0.00	0.00	0.00	24.00	52.90	1,269.60	216.15	0.00	0.00	0.00
											1,709.60	53.68	30.00	1,257.42	
														Check #:	14015

Draft

Statement of Compliance

Date: MAY 19, 2016

Contract Number:

I, AMY MONK, PAYROLL ADMINISTRATOR do hereby state:

(1) That I pay or supervise the payment of the persons employed by MARINO CORPORATION on the 9TH ST OFF-SITE IMPROVEME, that during the payroll period commencing on the 6 day of DECEMBER, 2015 and ending the 12 day of DECEMBER, 2015, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said MARINO CORPORATION from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

- UNION DUES
- FEDERAL
- FICA/MEDICARE
- STATE & LOCAL

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

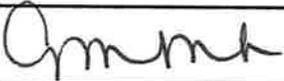
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

() In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

() Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (Craft)	EXPLANATION
	Payroll # 12 - No Work Until Further Notice
REMARKS	
NAME AND TITLE AMY MONK, PAYROLL ADMINISTRATOR	SIGNATURE 
The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.	

MARINO CORPORATION
 1400 CRESSMAN ROAD
 PO BOX 1209
 SKIPPACK, PA 19474
 610 584-1800

Pay Period Date: 12/12/15
 Week Ending: 12/12/15
 Payroll No: 12

Certified Payroll Report

Contract #: 15-021
 Job No: 9TH ST OFF-SITE IMPROVEME
 Job Name:

Employee	# Exemptions Social Security Work Class	Hours							Total	Rate	Other Job Pay Job Gross Total Gross	FICA Fed W/H State	Local Union Oth Ded	Tot Ded Benefits Net Chk
		SUN 06	MON 07	TUE 08	WED 09	THU 10	FRI 11	SAT 12						

Draft

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JOHN P. FOLLMAN JR., NANCY NIGRO, ERIC J. FOLLMAN SR., LYNN M. WHEELOCK, and FERNANDA L. DePAOLANTONIO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 13th day of October, 2015.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 13th day of October, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of May, 2016.

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: June 15, 2016

I move that: Borough Council authorize the Borough Manager to purchase a Mack truck chassis and
5000 gallon tanker for a cost not to exceed \$220,000 through the Costars State Purchasing Program.

This truck will replace the existing 2002 tanker truck used for hauling sludge from the WWTP.

Presented by: _____ Malagari

Seconded by: _____

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: June 15, 2016

I move that: Borough Council authorize Remington, Vernick & Beach Engineers to prepare and
advertise bid specifications for the 2016 Roadway and Utility Rehabilitation Project.

Presented by: _____

Malagari

Seconded by: _____

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: June 15, 2016

I move that: Borough Council authorize the Borough Manager to prepare and advertise bid specifications
for the rental of milling and paving equipment with operators for maintenance work only with the value
of work to be under \$100,000.00.

Presented by: _____ Malagari

Seconded by: _____