

POCONO TOWNSHIP BOARD OF COMMISSIONERS
SEWER MEETING AGENDA
December 5, 2016
6:00 P.M.

- 1) Pledge of Allegiance
- 2) Roll Call
- 3) Announcements

- 4) Approval of Minutes
 - a. Regular meeting of November 21, 2016
 - b. Work Session meeting of December 1, 2016

- 5) Current Business

- 6) Unfinished Business
 - a. Tobyhanna Township/Kalahari EDU calculations
 - b. Boucher and James Redesign Proposal
 - c. Pact Two revised change orders
 - i 11-A \$139,920.50

7) Public Comment

Comments are for any item NOT on the agenda. Comments on agenda items will be taken after each item is discussed by the Board of Commissioners, but before formal action is taken. (Please limit individual comments to 3 minutes to allow time for others wishing to speak and direct all questions and comments to the President)

8) Executive Session (If necessary)

9) Adjournment

POCONO TOWNSHIP BOARD OF COMMISSIONERS
WORK SESSION MINUTES

DATE: December 1, 2016

TIME: 9:00am

PLACE: Township Building

PRESIDING COMMISSIONER: Bob DeYoung, Vice President

ROLL CALL: Ellen Gndt, Present
Bob DeYoung, Present
Harold Werkheiser, Absent
Jerry Lastowski, Present
Judi Coover, Present
Charlie Vogt, Manager, Present

NO CITIZENS APPEARED OFFICIALLY AND TESTIFIED.

NO OFFICIAL ACTIONS OR ROLL CALL VOTES WERE TAKEN.

THE WORK SESSION WAS ADJOURNED AT: 1:15pm

POCONO TOWNSHIP BOARD OF COMMISSIONERS

SEWER MEETING MINUTES

NOVEMBER 21st, 2016 4:30 P.M.

DRAFT

The Sewer meeting of the Pocono Township Commissioners was held on 11/21/2016 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by Vice President Bob DeYoung at 4:30 p.m., followed by the Pledge of Allegiance.

ROLL CALL: Ellen Gnandt, present; Bob DeYoung, present; Harold Werkheiser, absent; Jerry Lastowski, present; and Judi Coover, present.

Leo DeVito, Twp. Solicitor, Broughal & DeVito; Jon Tresslar, Twp. Engineer; Charles Vogt, Twp. Manager; and Pamela Finkbeiner, Township Secretary, were present.

ANNOUNCEMENTS: None

MINUTES:

J. Lastowski made a motion, seconded by J. Coover, to approve the Sewer Meeting Minutes of 11/07/2016. Roll call vote: E. Gnandt, yes; R. DeYoung, yes; J. Lastowski, yes; and J. Coover, yes; Motion carried

CURRENT BUSINESS:

UNFINISHED BUSINESS:

a) Due Diligence review of Sewage System Redesign
Jon Tresslar, Twp. Engineer, reported on his findings. Discussion followed.

J. Coover made a motion, seconded by E. Gnandt, to engage Boucher & James, Inc. to provide the necessary documentation to move forward with the design outline as per the 11/4/2016 overview, amended 11/18/2016. Roll call vote: E. Gnandt, yes; R. DeYoung, yes; J. Lastowski, yes; and J. Coover, yes; Motion carried

COMMENTS:

B. DeYoung questioned the procedure for sewer connections for low income residents.

E. Gnandt commented on the final PennVEST Application.

PUBLIC COMMENT: None

ADJOURNMENT:

J. Coover made a motion, seconded by J. Lastowski, to adjourn the meeting at 6:45p.m., until 12/05/2016. Roll call vote: E. Gnandt, yes; R. DeYoung, yes; J. Lastowski, yes; and J. Coover, yes; Motion carried

*A recording of the entire meeting will be kept on file at the Township for perpetuity and will be made available to anyone who may wish to obtain the verbatim meeting.

CHANGE ORDER

No. 11-A

PROJECT: SR0811 Pocono and Hamilton Townships Sewerage System Project

DATE OF ISSUANCE 7-Nov-16 EFFECTIVE DATE 25-April-16

OWNER Township of Pocono

OWNER's Contract No. 11

CONTRACTOR: Pact Two, LLC ENGINEER: T&M Associates

You are directed to make the following changes in the Contract Documents.

Description: Finalize and close out full and final payment from Owner to Contractor under that certain Contract No. 11 – Sewer Pump Stations 3 and 4, Value Stations 1 and 2 and Pump Station Equalization Tank 5 dated March 2011 (collectively with all Contract Documents, "Contract") for the above-referenced Project, as follows:

(i) Owner has agreed to pay, and Contractor has agreed to accept, the amount of \$250,000 ("Settlement") as payment in full, including retention, for all outstanding amounts due and owing to the Contractor under the Contract, including Contractor's March 11, 2014 claim in the amount of \$1,014,739 (letter attached), through the date of this Change Order;

(ii) Owner has already paid Contractor \$110,079.50 of retention towards the Settlement such that \$139,920.50 remains to be paid to Contractor by Owner under the Settlement and the Contract;

(iii) Owner shall pay the remaining \$139,920.50 to Contractor within ten (10) business days of the date this Change Order 11-A is signed by all parties;

(iv) Owner and Contractor agree that certain work in the amount of \$5,397.30 is removed from Contractor's scope of work, will not be performed on the Project, and said amount shall be credited back to the Contractor;

(v) To date, Owner has paid Contractor \$3,590,583.08 for Contractor's work performed on the Project;

(vi) In consideration of the covenants set forth in this Change Order 11-A, upon receipt of the above-referenced \$139,920.50 payment from Owner to Contractor, Owner, Contractor, and their respective officers, directors, owners, agents, and employees hereby mutually release and forever discharge each other and their respective officers, directors, owners, sureties, agents, and employees, from and against all actions, causes of action, warranty claims, claims, suits, debts, damages, judgments, and demands whatsoever, whether matured or unmatured, asserted or unasserted, whether arising at law or in equity, whether sounding in tort or contract law, whether now known or unknown, that either Owner or Contractor had, may now have, or may have in the future arising out of or relating to any work performed by the Contractor under the Contract for construction of the Project at any time prior to and through the date that Owner tenders the \$139,920.50 payment to Contractor..

(vii) Execution of this Change Order 11-A shall be a condition precedent to Contractor performing any other work on the Project, including, but not limited to that certain work described in Change Order 11-B. Contractor shall have no duty to perform any additional work on the Project unless and until this Change Order 11-A is executed by Contractor, Owner, and Engineer;

(viii) This Change Order 11-A and Change Order 11-B shall supersede and replace Change Order No. PCO #2 dated April 25, 2016 a/k/a Change Order No. 11.

Reason for Change Order: To reconcile payment and Contract times for all work previously performed by Contractor on the Project, under the Contract, and pursuant to the Settlement.

Attachments: As set forth above.

EJCDC No. 1910-8-B (1990 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America

CO#11-A-Contract 11

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$3,539,773.00	Original Contract Times Substantial Completion: 1-Jun-12 Ready for final payment: N/A dates
Net changes from previous Change Orders No. _1_ to No. _10_ \$56,207.38	Net changes from previous Change Orders No.1 to No.10 153 days
Contract Price prior to this Change Order \$3,595,980.38	Contract Times prior to this Change Order Substantial Completion: 1-Nov-12 Ready for final payment: N/A Dates
Net Increase (decrease) of this Change Order \$134,523.20	Net Increase (decrease) of this Change Order 0 days
Contract Price with all approved Change Orders \$3,730,503.58	Contract Times with all approved Change Orders Substantial Completion: 1-Nov-12 Ready for final payment: 25-Apr-16 dates

RECOMMENDED

By: _____
Engineer (Authorized Signature)

Date: _____

APPROVED

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED

By: _____
Contractor (Authorized Signature)

Date: _____

Cost Sheet

PACT CONSTRUCTION INC/ PACT TWO LLC
 PO Box 74, Ringoes, NJ 08551
 Phone: (908) 788-1985 Fax: (908) 788-5780

CONTRACT: Pocono Township - Contract 11

DESCRIPTION: Onsite Extra Costs

LABOR COSTS:	Quantity	Unit	Rate	Total
Project Manager		HR	\$ 65.00	\$ -
Project Executive		HR	\$ 80.00	\$ -
Project Administration		HR	\$ 35.00	\$ -
Superintendent	384	HR	\$ 63.00	\$ 24,192.00
Foreman		HR	\$ 63.06	\$ -
Heavy Backhoe/Crane Operator		HR	\$ 53.48	\$ -
Loader/ Non Heavy Backhoe Operator		HR	\$ 50.54	\$ -
Carpenter/Pipelayer/Laborer	512	HR	\$ 35.91	\$ 18,385.92
			Subtotal	\$ 42,577.92
			46% Insurance, Taxes, Burden	\$ 19,585.84

TOTAL LABOR COSTS \$ 62,164

EQUIPMENT COSTS:	Quantity	Unit	Rate	Total
Caterpillar 330 Excavator		HR	\$ 147.00	\$ -
Stanley Rock Hammer		HR	\$ 83.00	\$ -
Case CX135 Excavator w/ hoepack		HR	\$ 78.00	\$ -
Komatsu PC78MR-6 Excavator w/ hoepack		HR	\$ 61.00	\$ -
Caterpillar Model 322 Excavator		HR	\$ 109.00	\$ -
Caterpillar Model 312 Excavator with hoepack		HR	\$ 83.00	\$ -
Kato Model 450 Crawler Excavator with hoepack		HR	\$ 106.00	\$ -
Caterpillar 938 Wheel Loader		HR	\$ 108.00	\$ -
Caterpillar 963 Track Loader		HR	\$ 125.00	\$ -
Komatsu Rubber Tire Loader		HR	\$ 68.00	\$ -
Daewoo Skid Steer Loader		HR	\$ 26.00	\$ -
Case Model 680 Backhoe with Hoepack		HR	\$ 38.00	\$ -
Caterpillar D3C Dozer		HR	\$ 46.00	\$ -
Asphalt Zipper		HR	\$ 68.00	\$ -
Ingersoll Rand ECM370 Drill and Compressor		HR	\$ 120.00	\$ -
Water Truck		HR	\$ 40.00	\$ -
Ford F250 Pickup Truck w/ Tools		HR	\$ 25.00	\$ -
Ford F150 Pickup Truck w/ Tools		HR	\$ 20.00	\$ -
International Dump Truck		HR	\$ 53.00	\$ -
22' Tool Trailer with contents		HR	\$ 35.00	\$ -
35' Tool Trailer with contents		HR	\$ 45.00	\$ -
I-R D185SQ Portable Air Compressor		HR	\$ 51.00	\$ -
Laymor Brooms/John Deere Tractor/Sweeper		HR	\$ 35.00	\$ -
Dynapac Rollers		HR	\$ 89.00	\$ -
Case 262 Roller		HR	\$ 30.00	\$ -
Trench Box and Manhole Box		HR	\$ 18.00	\$ -
Generator	2,000	HR	\$ 16.25	\$ 32,500.00
Wacker		HR	\$ 16.00	\$ -
Blasting Truck with Mats, Seismograph		HR	\$ 35.00	\$ -
Joy 175 Compressor		HR	\$ 18.00	\$ -
6" Pumps (Self Priming Trash Pumps)		HR	\$ 17.00	\$ -
3" and 2" Pumps	2,000	HR	\$ 8.75	\$ 17,500.00
Trucks w/Operator		HR	\$ 85.00	\$ -

TOTAL EQUIPMENT COSTS \$ 50,000

MATERIAL/OTHER COSTS:	Quantity	Unit	Price	Total
Trailer/Toilet/Etc	12.0	Months	\$ 1,000.00	\$ 12,000.00
		LS		\$ -
		EA		\$ -
		EA		\$ -
		FT		\$ -
				\$ -

TOTAL MATERIAL COSTS \$ 12,000

TOTAL OF ALL ABOVE ITEMS \$ 124,164
 Overhead and Profit \$ 15,756.50

TOTAL COST \$ 139,920.50