

**TOWNSHIP OF WALKER
HUNTINGDON COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2015-4

AN ORDINANCE OF THE TOWNSHIP OF WALKER, COUNTY OF HUNTINGDON IN THE COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING WEIGHT RESTRICTIONS BASED ON THE CONDITION OF THE HIGHWAY ON CERTAIN WALKER TOWNSHIP ROADS; PROVIDING FOR SIGNAGE; AUTHORIZING AND ESTABLISHING A PROCEDURE FOR PERMITTING USE IN EXCESS OF THE POSTED WEIGHT RESTRICTION AND FOR THE POSTING OF FINANCIAL SECURITY AND ENTRY OF EXCESS MAINTENANCE AGREEMENT WITH RESPECT TO THE SAME; AND ESTABLISHING A PENALTY FOR VIOLATION THEREOF.

WHEREAS, the Board of Supervisors of Walker Township, Huntingdon County, Pennsylvania have determined, through a Roadway Inspection and Posting Report "Phase 2", dated June 2015, prepared by the Engineers of Stiffler, McGraw & Associates, Inc. that certain Township roads should be subject to certain Weight Restrictions based on the condition of those roads; and

WHEREAS, pursuant to the Second Class Township Code, the Supervisors are responsible for the maintenance, repair and construction of all Township Roads and the specific authority to impose weight restrictions upon the same is set forth in 75 Pa.C.S. Section 4902; and

WHEREAS, based upon all of the aforementioned considerations, the Supervisors of Walker Township, Huntingdon County, Pennsylvania deem it necessary to establish weight restrictions on the within enumerated roads and further determine that overweight vehicles are likely to damage the enumerated highways.

AND NOW, it is hereby declared and ordained that the following roads of Walker Township shall have certain weight restrictions.

SECTION 1 – Pursuant to the authority provided in 75 Pa.C.S. Section 4902, the following Roads that are subject to this Ordinance shall be as follows:

Ten (10) ton weight limit on the following:

- A. Township Road T-438, known as Orchard Road. A copy of the previously submitted Summary Sheet, 2012, showing the aforesaid Highway Restrictions is attached hereto, and specifically made a part of this Ordinance, this will be Walker Township Weight Limit Study Phase 1;

- B. Township Road T-453, known as Blue Moon Road. A copy of a Summary Sheet showing the aforesaid Highway Restrictions is attached hereto, and specifically made a part of this Ordinance.

Fifteen (15) ton weight limit on the following:

- A. Township Road T-470, known as Jennifer Drive. A copy of a Summary Sheet showing the aforesaid Highway Restrictions is attached hereto, and specifically made a part of this Ordinance.
- B. Township Road T-405, known as Wagner Road. A copy of a Summary Sheet showing the aforesaid Highway Restrictions is attached hereto, and specifically made a part of this Ordinance.
- C. Township Road T-436, known as Strawberry Patch Road. A copy of a Summary Sheet showing the aforesaid Highway Restrictions is attached hereto, and specifically made a part of this Ordinance.

Twenty (20) ton weight limit on the following:

- A. Township Road T-448, known as Station Road. A copy of a Summary Sheet showing the aforesaid Highway Restrictions is attached hereto, and specifically made a part of this Ordinance.
- B. Township Road T-429, known as Trey Road. A copy of a Summary Sheet showing the aforesaid Highway Restrictions is attached hereto, and specifically made a part of this Ordinance.
- C. Township Road T-443, known as Cider Press Road. A copy of a Summary Sheet showing the aforesaid Highway Restrictions is attached hereto, and specifically made a part of this Ordinance.
- D. Township Road T-428, known as Vineyard Lane. A copy of a Summary Sheet showing the aforesaid Highway Restrictions is attached hereto, and specifically made a part of this Ordinance.

Twenty-five (25) ton weight limit on the following:

- A. Township Road T-456, known as Peightel Road. A copy of a Summary Sheet showing the aforesaid Highway Restrictions is attached hereto, and specifically made a part of this Ordinance.

Thirty (30) ton weight limit on the following:

- A. Township Road T-406, known as Tanglewood Drive. A copy of a Summary Sheet showing the aforesaid Highway Restrictions is attached hereto, and specifically made a part of this Ordinance.
- B. Township Road T-439, known as Grubb Road. A copy of a Summary Sheet showing the aforesaid Highway Restrictions is attached hereto, and specifically made a part of this Ordinance.
- C. Township Road T-426, known as Redstone Ridge Road. A copy of a Summary Sheet showing the aforesaid Highway Restrictions is attached hereto, and specifically made a part of this Ordinance.

Forty (40) ton weight limit on the following:

- A. Township Road T-403, known as Hill Road. A copy of a Summary Sheet showing the aforesaid Highway Restrictions is attached hereto, and specifically made a part of this Ordinance.

SECTION 2 – On all of the aforesaid Township Roads, the weight limit shall be posted as detailed above.

SECTION 3 – Signage shall be posted in accordance with the applicable provisions of the Vehicle Code, 75 Pa.C.S. Section 101 *et. seq.*, as amended, and applicable administrative regulations adopted pursuant thereto.

SECTION 4 – The Board of Supervisors adopts by reference the definitions and procedures set forth in 67 Pa.Code. 189.1 *et. seq.* relating to hauling in excess of the posted weight limit. The following words and terms, when used in this Ordinance, shall have the following meanings, unless the context clearly indicates otherwise:

Excess maintenance – Maintenance or restoration or both (but not betterment) of a posted highway in excess of normal maintenance, caused by use of over-posted-weight vehicles.

Local traffic –The following shall be regarded as local traffic for the purposes of this Ordinance (67 Pa. Code § 189.3 (relating to local traffic)):

- (1) Emergency vehicles.
- (2) School buses.
- (3) Vehicles and combinations of governmental agencies and utilities or their contractors engaged in construction or maintenance on a posted highway or in a location which can be reached only via a posted highway.

- (4) Vehicles and combinations going to or coming from a residence, commercial establishment, or farm located on a posted highway or which can be reached only via a posted highway.

Normal maintenance – The usual and typical activities necessary to maintain the roadway, shoulders and drainage facilities in the state of repair existing at the date of the inspection prescribed in Section 6(f) of this Ordinance (67 Pa. Code § 189.4 (f)(1) (relating to use under permit)).

Over-posted-weight vehicle – A vehicle or combination having a gross weight in excess of a posted weight limit.

Posted highway – A highway having a posted weight limit.

Posted weight limit – A restricted weight limit posted on a highway under authority of 75 Pa.C.S. § 4902.

Posting authority – The Department of Transportation, as to State designated highways, and the Walker Township Board of Supervisors, as to all other streets and highways located within Walker Township

SECTION 5 – Local traffic.

- A. General rule. Over-posted-weight local traffic may exceed posted weight limits unless the posting authority determines that an over-posted-weight vehicle or vehicles being driven to or from a particular destination or destinations are likely to damage the highway.
- B. Vehicles determined likely to damage highway. If the posting authority determines that one or more over-posted-weight vehicles are likely to damage the highway, the posting authority will so notify the registrants of the over-posted-weight vehicles or owners of the destination or destinations, or both, and will also notify State and local police. After 2 business days following delivery of the notice, or after 5 days following mailing of the notice, such over-posted-weight vehicles shall not exceed the posted weight limits except in accordance with the provisions of Section 6 of this Ordinance (67 Pa.Code § 189.4 (relating to use under permit)).
- C. Proof of local traffic status. The following types of documents will constitute evidence that a vehicle is local traffic:
1. A bill of lading, shipping order or similar document which shows a destination on the posted highway.
 2. Certification by the permittee or an official of a permittee company on the company letterhead describing the local traffic nature of the activity which the vehicle is engaged in.

SECTION 6 – Use under permit.

- A. General rule. No over-posted-weight vehicle, except local traffic authorized under Section 5a (67 Pa.Code § 189.3(a) (relating to local traffic)), shall be driven on a posted highway with a gross weight in excess of the posted weight limit unless the posting authority has issued a permit for the vehicle or vehicles in accordance with this section.

- B. Types of permits. Types of permits shall include the following:
 - 1. A Type 1 permit authorizes use of a particular posted highway or portion thereof by an over- posted-weight vehicle. It is valid only when carried in the over-posted-weight vehicle.
 - 2. A Type 2 permit authorizes use of a particular posted highway or portion thereof by any number of over-posted-weight vehicles being driven to or from a common destination.
 - a. Documents of the type set forth in Section 5 of this Ordinance (67 Pa.Code § 189.3(c) (relating to local traffic) will constitute evidence of the destination of a vehicle.
 - b. A Type 2 permit will be issued only upon request of the permittee and if the posting authority determines that it is not feasible to issue a Type 1 permit for each vehicle, for example, most over- posted-weight vehicles hauling to and from the place of business of the permittee belong to or are hauling under contract with customers or suppliers of the permittee.
 - 3. A Type 3 permit authorizes use of a number of specified posted highways or portions thereof by an over-posted-weight vehicle.
 - a. A Type 3 permit is valid only when carried in the over-posted-weight vehicle.
 - b. A Type 3 permit is issued only if the posting authority determines that damage to the posted highway covered by the permit will be minimal because of the limited number of moves by over-posted-weight vehicles and short term use of the highways anticipated by the permittee.

- C. Excess maintenance agreement. Issuance of a permit to exceed a posted weight limit or limits will be conditioned on the agreement by the permittee to accept financial responsibility for excess maintenance of the posted highway or portion thereof to be used by the permittee. The agreement may provide for the work to be performed by the posting authority or its contractor or by the permittee or its contractor, except that in the case of a self-bonded agreement, the Department will require that all work be performed by the permittee or its contractor.

D. Security. Except as provided in paragraph (4), the permittee shall be required to provide security in favor of the posting authority to assure compliance with the maintenance-reconstruction agreement.

1. The amount of security shall be established by the schedule of bonding amounts set forth in 67 Pa.Code Section 189.4 (d)(1) as may be amended.
2. Form of security. The security may be in the form of a performance bond with surety by a company authorized to do business in the Commonwealth; or, at the option of the permittee, in the form of a certified or cashier's check, bank account, or irrevocable letter of credit in favor of the posting authority; or in some other form of security acceptable to the posting authority.
3. Additional security. When the amount of damage in excess of normal maintenance to a posted highway is estimated by the posting authority to constitute 75% or more of the amount of the security, the posting authority may require the highway to be maintained or reconstructed within 30 days unless the permittee agrees to provide such additional security as the posting authority shall determine.
4. Self-bonding. The posting authority may authorize self-bonding if it determines, on the basis of the financial ability of the permittee, that it is unlikely that the posting authority will be unable to collect a judgment rendered against the permittee for failure to comply with the maintenance agreement.

(a) The posting authority may require corporate officers and stockholders and their spouses to execute a self-bond, if the financial ability of a corporation is insufficient in itself to justify self-bonding.

(b) The posting authority may require the permittee to execute liens on real or personal property, or both, as a condition for authorizing self-bonding.

E. Multiple permittees. Multiple permittees shall conform with the following:

1. Agreement to share excess maintenance responsibility. If two or more persons wish to obtain Type 1 or Type 2 permits to operate over-posted-weight vehicles on the same posted highway or portion thereof, they may agree among themselves as to their relative responsibility for the cost of excess maintenance and the posting authority will enter into agreements and accept security on the basis of the agreed shares.
2. Determination by posting authority. If multiple applicants for Type 1 or Type 2 permits cannot agree on their relative responsibility, the posting authority will determine their relative shares, and will enter into agreements with and accept security from any person agreeing to such determination.

3. Subsequent permit applicants. Paragraphs (1) and (2) shall apply even if one or more persons have already entered into a Type 1 or Type 2 permit agreement and posted security when another person expresses the desire to obtain a Type 1 or Type 2 permit to operate over-posted-weight vehicles on the same posted highway.
- F. Determination of highway condition. Determination of highway condition shall consist of the following:
1. Inspection. Representatives of the posting authority and of the permittee or permittees will make an onsite inspection of the posted highway immediately before issuance of each permit in order to determine its condition.
 2. Reinspection. The posted highway will be reinspected:
 - a. Upon issuance of any new permit.
 - b. From time to time as the posting authority determines repairs may be required.
 - c. Upon termination of any permit, in order to determine the amount of damage for which the permittee or permittees are responsible.
 3. Type 3 permits. Before and after using a Type 3 permit on any posted highway specified in the permit, the representatives of the permittee and the posting authority will make an onsite inspection to determine the relative condition of the highway before and after the use and to assess any excess maintenance caused by the permittee.
 4. Notification of inspections and reinspections. All Type 1 and Type 2 permittees on a posted highway or portion thereof will be notified of all inspections and reinspections on the highway or portion, and may participate in the inspections and reinspections.
 5. Inspection costs. The inspection costs of the posting authority shall be paid by the permittee or permittees. Inspection costs related to a county wide or municipality wide—Type 3—permit will be paid solely by the Type 3 permittee.
- G. Administrative fee. The issuing authority may collect an administrative fee as provided in 67 Pa.Code. Section 189.4 (g), as may be amended.

SECTION 7 – Any person who violates the provisions of this Ordinance shall be prosecuted in accordance with 75 Pa.C.S. Section 4902(g), as amended, and upon conviction shall be fined in an amount established by the same.

SECTION 8 – Appended to this Ordinance are the following sample forms which have been approved for use by the Walker Township Board of Supervisors. The Supervisors reserve the right to amend and/or revise the Appended forms from time to time by resolution. Also appended to this Ordinance is the Walker Township Weight Limit Study Phase 2, dated June 2015, prepared by Stiffler, McGraw & Associates, Inc. which includes the applicable Summary Sheets.

APPENDIX A – WALKER TOWNSHIP WEIGHT LIMIT STUDY PHASE 2

APPENDIX B - SUMMARY SHEET FROM THE WALKER TOWNSHIP WEIGHT LIMIT STUDY, CONDUCTED 2012, FOR ORCHARD

APPENDIX C - SAMPLE AUTHORIZATION TO EXCEED POSTED HIGHWAY WEIGHT RESTRICTIONS

APPENDIX D – LOCAL TRAFFIC PERMIT

APPENDIX E - SAMPLE INSPECTION FORM

APPENDIX F - SAMPLE EXCESS MAINTENANCE AGREEMENT

APPENDIX G – SAMPLE PERFORMANCE BOND


APPENDIX H – SAMPLE IRREVOCABLE LETTER OF CREDIT.

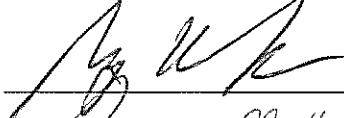
SECTION 9 - This Ordinance shall take effect five (5) days from the enactment hereof.

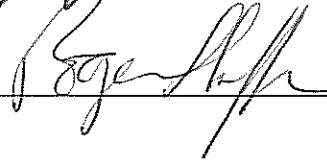
Signed this 13th day of July, 2015 at a duly advertised Public Meeting.

TOWNSHIP OF WALKER
HUNTINGDON COUNTY,
PENNSYLVANIA
BY:

BOARD OF SUPERVISORS







ATTEST:



Secretary

SUMMARY SHEET

WEIGHT AND SIZE RESTRICTIONS
 BASED ON CONDITION OF HIGHWAY OR BRIDGE
 (sec. 201.81 of Title 67—sec. 4902(a) of PVC)

County Huntingdon Municipality Walker Township
 SR No. N/A TR No. N/A Twp. Rd. No. T-449 Street Name Orchard Road
 If State Highway/Bridge: Seg/Offset N/A To Seg/Offset N/A
 If Local Road/Bridge: From Sta. Entire Length To Sta.
 Posted Speed Limit 30 MPH ADT 500 ±

HIGHWAY RESTRICTION

THIS RESTRICTION IS BEING PLACED FOR THE REASON OR REASONS INDICATED:

(Non-applicable criteria shall be indicated by N/A in the space provided).

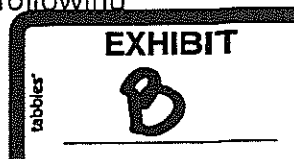
- (N/A) Geometric Review – The highway has inadequate turning radii, horizontal width or underclearance at one or more locations.
- (N/A) Past Experience – An analysis of previous climatic conditions indicates that certain weight vehicles should have been prohibited from the highway.
- (X) Pavement Analysis – A pavement analysis and/or engineering judgment indicates existing physical deterioration due to heavy vehicle use and requires that certain weight vehicles be prohibited.

Pavement type	<u>Bituminous-Tar & Chip</u>	Thickness	<u>1. 1½" ID-2, 2½" Bituminous, 4" Bituminous 2. 1½" Bituminous, No Stone 3. 1" TtC/DSA 4"</u>
General Condition	<u>Fair - Poor</u>	Adequacy of drainage	<u>Poor-Lack of Swales</u>
Base pushing	<u>X</u>	Cross section deterioration	<u>X</u>
Surface alligatored	<u>X</u>	Shoulder damage	<u>X</u>
Other	<u></u>		

(N/A) Traffic Generators – One or more of the following traffic generators is in the planning and/or development stage and can only be reached by this road:

- | | |
|-----------------------|-------------------------------------|
| () Coal Strip Mining | () Shopping Mall |
| () Quarry Operation | () Manufacturing or assembly plant |
| () Warehouse | () Trucking Terminal |
| () Other | <u></u> |

and since pavement analysis, engineering judgment, and past experience of like or similar roadways have indicated that certain weight vehicles have seriously damaged the roadway and/or shoulders, it is likely that one or more of the following types of damage may be incurred:



Base pushing	<u>X</u>	Cross section deterioration	<u>X</u>
Surface alligatored	<u>X</u>	Shoulder damage	<u>X</u>
Other	_____		

BRIDGE RESTRICTION

(N/A) General – The bridge has poor alignment, inferior bridge or guide rails, substandard horizontal or vertical clearance, substandard underclearance, or requires protection against accidents or damage.

(N/A) Structural Analysis –

-) The bridge is not designed for AASHTO HS20 loading.
-) The bridge has been damaged by fire, accident or environmental deterioration.
-) Engineering calculations indicate overstressing of members when subject to maximum legal loads.
-) Engineering judgment indicates that the further use by heavy vehicles could damage the structure.

The above is a compilation of the results of an engineering and traffic study conducted in accordance with the provisions of Title 67, Pa. Code, Ch. 201, sec. 201.81. As a result of the study, it has been determined that Orchard Road (T-438)

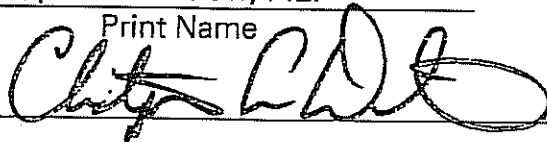
should be posted for a maximum weight limit of 10 tons.

Field Inspection Conducted on October 25, 2011

By: Christopher L. Dutrow, P.E.

Print Name

Signature



Recommended by: Christopher L. Dutrow, P.E.

Title: Sr. Project Manager

Date: 2 | 13 | 2012

AUTHORIZATION TO EXCEED POSTED HIGHWAY WEIGHT RESTRICTIONS

PERMIT NO. _____

Application is hereby made by	NAME OF USER ▶			PHONE	
Address of User	STREET ▶	CITY	STATE	ZIP CODE	
This is a Type _____ permit to exceed a _____ gross ton posted weight restriction on the portion(s) of Township Road(s) indicated below.					
COUNTY	TOWNSHIP	TOWNSHIP ROAD	FROM	TO	
MOVE BEGINS _____		MOVE ENDS _____		FEE _____	
DATE		DATE			
TRUCK LICENSE/ST. _____					
LICENSE NUMBER			STATE OF REGISTRATION		
TRAILER LICENSE/ST. _____					
LICENSE NUMBER			STATE OF REGISTRATION		
REMARKS:					
I, the undersigned hereby certify that the data submitted is correct to the best of my knowledge and belief.					
Signature _____					
Title X _____		Date _____			

The above permit is approved subject to any special conditions or restrictions set forth herein or attached hereto. This permit does not authorize the permitted vehicle to exceed any legal maximum size or weight limit.

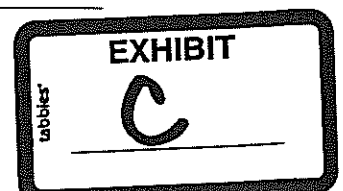
This permit shall be carried in the permitted vehicle while traveling upon the highway specified above and shall be shown upon demand by the enforcing agency (except Type 2 permits which authorize use of a particular posted highway or portion thereof by any number of over-posted-weight vehicles being driven to or from a common destination.)

ISSUANCE DATE _____

BY _____

Township

EXPIRATION DATE _____



LOCAL TRAFFIC PERMIT
TOWNSHIP

PERMIT NO.:

PERMIT TYPE

"Local Delivery." Local Traffic status for exceeding posted weight restriction on the below referenced section of highway.

MAXIMUM NUMBER OF LOADS

A maximum of () load per day with a total not to exceed () load per week, regardless of number of vehicles utilized. This permit shall be carried in the permitted vehicle while traveling upon the highway specified.

COMPANY

(NAME)

(ADDRESS)

HAULING AREA

Township Road

From

To

Truck License #:

DATES TO HAUL

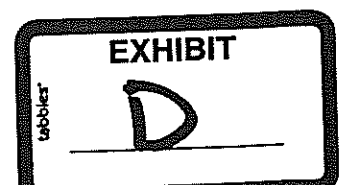
If deterioration occurs due to heavy hauling, permittee will be notified and required to enter into an Excess Maintenance Agreement.

MAXIMUM SIZE OF WEIGHT LIMIT

This permit does not authorize the permitted vehicle to exceed any maximum size or weight limit.

CONTACT FOR VERIFICATION

Address:



**COMMONWEALTH OF PENNSYLVANIA
WEIGHT RESTRICTED HIGHWAYS PROGRAM - TITLE 75 PA C.S. §4902(a)
Inspection Form**

Agreement Number: _____

Permit Number: _____

Posting Authority Information:
 County/Municipality: _____ Type 1 Type 2 Type
 Date of Inspection: _____ Inspector: _____
 Bondee: _____
 Bondee Representative: _____ Contact Number (____) ____ - ____
 Inspection Type: Initial Interim Final
 Roadway Common Name/SR: _____
 Beginning Location: _____ Ending Location: _____
 Roadway Type: _____ Weight Limit: _____ Tons Total Length: _____

Specific Description(s) of Area(s) of concern:		
Legend:		
A = Alligator Cracks	AP = Asphalt Patch	BF = Base Failure
B = Broken	C = Corrugated/Pushing	D = Depressed
DU = Dust/Debris	ED = Edge Deterioration	FC = Fatigue Cracking
LV = Leveling	P = Pothole	PI = Pipe
RP = Rutting/Pushing	S = Signage	SC = Seal and Chip
TC = Traverse Cracks	U = Utility	V = Vegetation
M = Multiple Issues (Specify in Text)	Photos on File: _____	
SR/SEG/OFF	Deficiency	Comments

It is unequivocally understood by all parties that this inspection does not grant permission to the company to begin hauling on the Section(s) of road(s) described herein. No hauling on the section(s) of road(s) described on this inspection memorandum is to begin until a permit has been issued by the Posting Authority.



**COMMONWEALTH OF PENNSYLVANIA
WEIGHT RESTRICTED HIGHWAYS PROGRAM - TITLE 75 PA C.S. §4902(a)
Inspection Form**

Additional comments on roadway conditions:

Posting Authority Representative

Bondee Representative

Print Name

Print Name

Signature

Date

Signature

Date

It is unequivocally understood by all parties that this inspection does not grant permission to the company to begin hauling on the Section(s) of road(s) described herein. No hauling on the section(s) of road(s) described on this inspection memorandum is to begin until a permit has been issued by the Posting Authority.

**COMMONWEALTH OF PENNSYLVANIA
WEIGHT RESTRICTED HIGHWAYS PROGRAM - TITLE 75 PA C.S. §4902(a)**

Inspection Form

Descriptions

Base Failure	Indicates failure through depth of roadway section. Roadway may dip and show other types of deterioration, but the failure is more than just surface deterioration.
Surface Alligator (Fatigue) Cracking Describe overall as one of the following	High – Average crack width > 0.25". Medium - Average crack width is > hairline to < or = 0.25". Low - Average crack width is < or = a hairline crack. None – Roadway is in generally free of alligator cracking.
Rutting Describe overall rutting as one of the following;	High – Average rut depth > or = to 1". Medium – Average rut depth = 0.5" to < 1" Low – Average rut depth = 0.25" to < 0.5". None – Roadway is in general free from rutting.
Corrugated/Pushing	Asphalt material wash-boarding at intersections.
Edge Deterioration Describe overall deterioration as one of the following:	High – Average crack width > 0.5" Edge of the pavement is deteriorated and pieces of the pavement loose or missing. Medium – Average crack width is > 0.25" and < or = 0.5". The edge of pavement is becoming jagged. Low – Average crack width is > than hairline and < or = 0.25". No pavement loss. None – Roadway edges are generally in good condition.
Leveling	Re-establishment of roadway cross section measured in % or feet
Potholes	Any area where pavement surface is missing (Reported as number of potholes or % or roadway affected.)
Drainage	Areas of roadway affected by poor drainage Shoulder areas adjacent to roadway that have the potential to hold water or demonstrate continued erosion. Drop-offs of 1" or >. Drainage components to be free of debris and flowing properly.
Dust/Debris	Excessive dust and/or debris on roadway surface affecting motor vehicle control or vision.
Stormwater Pipe	Any issues related to pipes including end-wall, head-wall, alignment, restriction, etc.
Signage/Pavement Marking	To be in conformance with Commonwealth regulations.
Vegetation	Note any discrepancies.
Bridge Damage (Report any serious issues to the bridge unit)	Reportable items include: Deck spalls, large/multiple deck cracks, barrier damage. Sagging of bridge deck. Settlement of roadway adjacent to bridge causing heavy impact or vehicle bouncing on the bridge. Any apparent shift or misalignment of the bridge. Apparent scour.

It is unequivocally understood by all parties that this inspection does not grant permission to the company to begin hauling on the Section(s) of road(s) described herein. No hauling on the section(s) of road(s) described on this inspection memorandum is to begin until a permit has been issued by the Posting Authority.

**COMMONWEALTH OF PENNSYLVANIA
POSTING AUTHORITY
EXCESS MAINTENANCE AGREEMENT**

Agreement Number _____ Executed Date _____ / _____ / _____

This Excess Maintenance Agreement ("Agreement") is made and entered into, by, and between the **POSTING AUTHORITY** and the **USER**,
_____, FID/SS Number _____, with
offices located at _____.

DEFINITIONS

Appurtenance means the property lying within the right-of-way of a highway, together with any improvement placed within this right of way.
Bridge means any structure including supports, erected over a depression or an obstruction, such as, but not limited to, water, highway, or railway and having a track or passageway for carrying traffic or other moving loads and having an opening measured along the center of the roadway of more than eight feet between supports Publication 100A (Bridge Management System 2 Coding Manual).
Excess Maintenance means maintenance or restoration or both that is in excess of normal maintenance (but not improvements beyond the state of repair existing at the date of the initial inspection) that is necessary to maintain the roadway, shoulders, drainage facilities, and other appurtenances of because the use of over-posted-weight-vehicles, and in accordance with the attached Exhibit "A".
Execution Date is the date this Agreement has been fully executed by both the **USER** and the **POSTING AUTHORITY**.
Existing State of Repair shall be the condition of the highway(s), on the date upon which the initial inspection document is signed by the **USER** and the **POSTING AUTHORITY**.
Highway means any highway or bridge on the **POSTING AUTHORITY'S** system of highways and bridges, including the entire width between right-of-way lines, over which the **POSTING AUTHORITY** has assumed, or has been legislatively given, jurisdiction.
Maintenance Plan means a comprehensive schedule of **USER'S** duties relating to excess maintenance, preventative maintenance and restoration of the highway or appurtenance.
Normal Maintenance means the usual and typical activities necessary to maintain the roadway, shoulders, drainage facilities, and other appurtenances in the state of repair existing at the date of the inspection, and in accordance with the attached Exhibit "A".
Over-Posted-Weight-Vehicle means a vehicle or combination having a gross weight in excess of a posted weight restriction.
POSTING AUTHORITY means the Commonwealth of Pennsylvania, acting through the Department of Transportation as to State highways, and appropriate state or local authorities as to all other streets and highways.
Preventative Maintenance means maintenance and restoration or both (including betterment) of a posted highway beyond and above excess maintenance, and in accordance with the attached Exhibit "A".

Type of Permits

Type 1 Permit - A Type 1 permit authorizes use of a particular posted highway or portion thereof by an over-posted-weight vehicle. It is valid only when carried in the **USER'S** over-posted-weight-vehicle.
Type 2 Permit - A Type 2 permit authorizes use of a particular posted highway or portion thereof by any number of over-posted-weight vehicles being driven to or from a common destination and is valid only when conspicuously displayed at the **USER'S** place of business.
Type 3 Permit - A Type 3 permit authorizes use of a number of specified posted highways or portion thereof by over-posted-weight vehicles and is valid only when carried in the **USER'S** over-posted-weight-vehicle.

BACKGROUND

The **USER** wishes to operate vehicles or combinations, together with loads, in excess of posted weight restrictions. The **POSTING AUTHORITY**, pursuant to 75 Pa CS § 4902 and 67 Pa. Code, Chapter 189, *Hauling in Excess of Posted Weight Limit*, is willing to permit the movement of the **USER'S** vehicles or combinations, together with loads, in excess of the posted weight restrictions, conditioned upon the execution of an approved form of security by the **USER** in favor of the **POSTING AUTHORITY**, to cover the costs of excess and preventative maintenance and restoration and all related costs, in accordance with the terms, conditions, and provisions of this Agreement.

AGREEMENT

For and in consideration of the mutual promises hereinafter set forth, the parties, intending to be legally bound, agree for themselves and their successors and assigns as follows:

Permission to Move Vehicles

1. The **POSTING AUTHORITY** will permit the **USER** to move vehicles or combinations, together with loads, in excess of the posted weight restrictions on the portion(s) of highway(s) in _____ (Geographic Location), subject to all provisions of the *Vehicle Code*, 75 Pa CS § 4902 and 67 Pa Code, Chapter 189, in accordance with Permit Type _____. The specific highways authorized for use by over-posted-weight vehicles and the security amount(s), for the purposes of this Agreement, shall be listed on the document titled "Authorization to Exceed Posted Weight Restrictions" and made a part of this Agreement by reference as though physically attached.



**COMMONWEALTH OF PENNSYLVANIA
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Multiple Users

2. If more than one USER seeks to obtain a Type 1 or Type 2 permit to operate overweight vehicles on weight restricted highways that are the subject of an active permit held by another USER, the prospective and current USERS may agree among themselves as to their relative responsibility for the cost of excess maintenance and each USER may then enter into an Agreement with the POSTING AUTHORITY to be billed according to their agreed upon shares. If the USERS cannot agree upon their relative responsibility, the POSTING AUTHORITY will determine the relative shares and will enter into Agreements with and accept security from any USER agreeing to such determination. The preceding shall apply even if one or more USERS have already entered into an Agreement and posted security when another USER expresses the desire to obtain a permit to operate on the same highway.

Haulers Without Permits

3. The USER will promptly notify the POSTING AUTHORITY if it becomes aware of any unpermitted haulers that are exceeding the posted weight limits on the roadways that are the subject of this Agreement.

Responsibility of USER

4. The portion(s) of posted highway(s) and appurtenances shall be maintained to a level consistent with the existing state of repair and the requirements included in the attached Exhibit "A". The USER may be required to provide a Maintenance Plan detailing expected maintenance procedures and related items to be employed by the USER. The Exhibit "A" may include a maintenance plan or a reference to a maintenance plan, which if referenced shall be a part of Exhibit "A" as though physically attached. The nonperformance of normal maintenance by the POSTING AUTHORITY shall under no circumstances constitute grounds for an offset or credit against any excess maintenance, preventative maintenance or restoration responsibilities of the USER.

The POSTING AUTHORITY shall determine, in its discretion, whether the excess and preventative maintenance and restoration are satisfactory.

Inspections and Roadway Condition Surveys

5. The USER and the POSTING AUTHORITY agree inspections shall be made in order to determine the condition of the portion(s) of the posted highway(s) and appurtenances. The inspections should be conducted jointly by the POSTING AUTHORITY and the USER; however, the absence of the USER shall not prevent the inspection from being conducted. The POSTING AUTHORITY shall prepare a document describing the condition of the posted highways(s) and appurtenances together with the nature and extent of any repairs needed to correct any existing damage for which the USER may be liable. Photographs and video may also be taken. The documents and photographs and video (if taken), of the initial inspection, shall be incorporated by reference as though physically attached and made a part of this Agreement. The USER shall pay all costs associated with the inspections and roadway condition surveys.

- a) **Initial Inspection** - Upon full execution of this Agreement and prior to any hauling activity, an initial inspection shall be made. The inspection is used to determine the existing state of repair of the posted highways(s) and appurtenances together with the nature and extent of any repairs needed to correct any existing damage for which the USER will not be liable.
- b) **Interim Inspection** - The POSTING AUTHORITY may, at its discretion, conduct periodic interim or re-inspections to determine the extent of any repairs for which the USER may be liable and require immediate attention and to ensure the damages do not exceed the amount of surety provided.
- c) **Final Inspection** - A final inspection of the posted highway(s) and appurtenances will be conducted to determine the extent of any repairs needed to correct damages for which the USER may be liable.
- d) **Roadway Condition Survey** - The POSTING AUTHORITY may conduct frequent, but less detailed surveys of the roadway to determine overall condition and identify any areas in need of repair. The survey will be performed when the type or volume of the hauling operation poses an increased risk of roadway damage or threat to public safety.

Performance of Excess and Preventative Maintenance and Restoration

6. Excess and preventative maintenance and restoration shall be performed in accordance with maintenance option A / B (circle one) below.

OPTION "A"

The excess and preventative maintenance and restoration shall be performed by the POSTING AUTHORITY'S maintenance forces and/or a contractor(s) selected by the POSTING AUTHORITY through its prescribed procedures. The excess and preventative maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 4 (above). The work shall be in conformance with Pennsylvania Department of Transportation's specifications (*Publication 408* and supplements thereto) and shall be supervised and inspected by the POSTING AUTHORITY

The POSTING AUTHORITY may invoice the USER for the estimated cost of repairs using either the latest maintenance contract prices or the latest average monthly maintenance unit prices. These estimated costs shall be computed for all damages noted on the roadway condition survey, interim inspection and/or final inspection. The USER agrees to reimburse the POSTING AUTHORITY for all estimated costs. The POSTING

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AUTHORITY will provide a final invoice, or reimbursement for over-payment, when the actual maintenance and/or restoration work have been completed and actual costs are known.

The **USER** shall submit full payment to the **POSTING AUTHORITY** within 15 calendar days from the date of invoice. If the **USER** fails to make full payment, the **POSTING AUTHORITY** may in its discretion exercise its right under paragraph 10 below.

OPTION "B"

All excess and preventative maintenance and restoration shall be performed by the **USER** and/or its contractor(s). All excess and preventative maintenance and restoration shall be performed to a level consistent with that agreed to in Paragraph 4 (above). The work shall be in conformance with Pennsylvania Department of Transportation Specifications (*Publication 408* and supplements thereto).

The **USER** shall notify the **POSTING AUTHORITY** not less than three working days in advance of performing any excess and preventative maintenance and restoration. The **POSTING AUTHORITY** reserves the right to monitor or direct any excess and preventative maintenance or restoration. The **USER** shall reimburse the **POSTING AUTHORITY** for any expenses so incurred by the **POSTING AUTHORITY**.

All excess, preventative maintenance, and restoration associated with bridges, shall be specifically developed in a memorandum by the **POSTING AUTHORITY** and directed to the **USER** for completion.

If performance Option B has been agreed to, the **USER** shall:

- a) Provide proper traffic protection at all times during excess and preventative maintenance and restoration. This protection shall comply with the work area traffic control requirements as contained in the Pennsylvania Department of Transportation's specifications (*Publication 408* and supplements thereto and the Pennsylvania Department of Transportation's *Publication 213*).
- b) Provide proper environmental and erosion and sedimentation controls in accordance with Publication 408, Section 107.
- c) Comply with the requirements of 25 Pa Code Chapter 102, *Erosion and Sediment Control and Stormwater Management*, 25 Pa Code Chapter 92a, *National Pollutant Discharge Elimination System Permitting, Monitoring and Compliance*, 25 Pa. Code Chapter 105, *Water Obstruction and Encroachment Permitting*; and any other applicable Federal, State, or local laws, ordinances or regulations.
- d) Obtain all applicable permits and comply with the conditions included in said permits.
- e) Indemnify, save harmless, and defend (if requested) the **POSTING AUTHORITY** and its officers, agents, and employees, from all suits, actions, civil penalties, or claims of any character, name, or description brought for or on account of any violation of law/permit, injuries, death, or damages received or sustained by any person, persons, or property, during the performance of the work on portion(s) of the posted highway(s) and appurtenances to be repaired, by or for the **USER** or its officers, agents, employees, contractors, or representatives, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work or by or on account of any act, omission, neglect, or misconduct of the **USER** or its officers, agents, employees, contractors, or representatives, during the performance of the work. In addition to any notice provided by a third party insurance company, the **USER** shall also notify the **POSTING AUTHORITY** of any change in insurance coverage, including but not limited to the **USER's** cancellation of its policy. In no event shall any maintenance or restoration activities be performed by the **USER**, or its officers, agents, employees, contractors, or representatives, without the requisite level of insurance and there shall be no lapse in coverage at any time during the duration of this Agreement.
- f) Provide evidence to the **POSTING AUTHORITY** of public liability insurance for bodily injury and property damage in the minimum amounts of \$250,000 per each person and \$1,000,000 each occurrence. This insurance shall be occurrence based. The insurance policy shall cover any loss that might occur during the performance of any excess and preventative maintenance or restoration by the **USER**, or its officers, agents, employees, contractors, or representatives. The **POSTING AUTHORITY** shall be named as an additional insured on the certificate of insurance. A copy of the certificate of insurance shall be attached to this Agreement as Exhibit "H". This insurance shall neither be changed nor cancelled without thirty (30) calendar days' advance written notice of such change or cancellation, excepting fifteen (15) days' advance written notice of cancellation for nonpayment of premium. This advance written notice of change or cancellation shall be forwarded to the **POSTING AUTHORITY'S** office located at _____.
- g) Promptly perform excess and preventative maintenance and restoration as needed pursuant to the requirements included in Exhibit "A". If the **POSTING AUTHORITY** determines that the **USER** is not maintaining or restoring the portion(s) of the of the posted highway(s) and appurtenances to the level agreed to in Paragraph 4 (above), the **POSTING AUTHORITY** will notify the **USER**, in writing, of this determination and the **USER** shall promptly perform the required excess maintenance, preventative maintenance or restoration.

Security

7. To secure the performance of the **USER'S** obligations, the **USER** shall execute and deliver to the **POSTING AUTHORITY** the following type(s) of security, pursuant to 67 PA Code, Chapter 189, *Hauling in Excess of Posted Weight Limit*.

- A. Irrevocable Letter of Credit
- B. Performance Bond
- C. Other Security Acceptable to the **POSTING AUTHORITY**. (Specify Type) _____

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EXCESS MAINTENANCE AGREEMENT**

This Agreement, together with the type(s) of security provided, may be filed in the appropriate prothonotary's office or other registry in a manner and at such time and frequency as the **POSTING AUTHORITY** deems proper. The **USER** shall pay the costs of such filings.

A copy of the security(s) and any supplemental security Agreement shall be attached to this Agreement as an Exhibit "G".

USER irrevocably authorizes any prothonotary, clerk of court, or attorney, in any action commenced for recovery of any amounts due and payable under this Agreement, to assess damages, confess a judgment, and issue writs of execution and/or attachment, without further notice or process, in favor of the **POSTING AUTHORITY**, from time to time and in such amounts as determined by the **POSTING AUTHORITY**. **USER** hereby releases **POSTING AUTHORITY** or any person acting on behalf of **POSTING AUTHORITY** from any liability whatsoever related to entering judgment and executing upon said judgment against **USER**.

Liability of USER

8. The **USER** shall be liable for all costs of excess maintenance and restoration and all other expenses incurred pursuant to this Agreement, including but not limited to costs related to inspections, roadway condition surveys and administration costs.

The **USER** agrees to pay all invoices promptly.

The **USER'S** liability shall not be limited to the total amount of security provided.

The **USER** shall be responsible for third party vehicle and property claims that arise as a result of the **USER** activities.

For maintenance and restoration costs, the **USER** agrees that the **POSTING AUTHORITY** is under no obligation to prove that the **USER** caused the damage.

Termination

9. The **USER** and the **POSTING AUTHORITY** retain the right to terminate their future obligations under this Agreement at any time by submitting a written notice of intent to terminate. As soon as possible after receipt of such notice, the **POSTING AUTHORITY** and the **USER** shall conduct a final inspection of the posted highway(s) and appurtenances.

The posted highway(s) and appurtenances shall be restored to a level consistent with that agreed to in Paragraph 4 (above). Restoration shall be performed by the party(s) agreed to in Paragraph 6 (above).

Upon notice of completion of all required work and reimbursement of all costs incurred by the **POSTING AUTHORITY**, this Agreement shall be terminated and of no further force or effect and all security delivered to the **POSTING AUTHORITY** by the **USER** shall be released.

Remedies

10. If the **USER** fails to comply with any provisions of the Agreement, the **POSTING AUTHORITY** may at its discretion:

- a) Notify the **USER** of noncompliance with the Agreement.
- b) Require additional security pursuant to Paragraph 12, below.
- c) Require additional plans or details to show how the **USER** will restore compliance with this Agreement.
- d) Suspend the **USER'S** permission to move vehicles or combinations, together with loads, in excess of the posted weight restriction over and across any posted highway(s) until the **USER** is in compliance with this Agreement.
- e) Revoke the **USER'S** permission to move vehicles or combinations, together with loads, in excess of the posted weight restriction over and across any posted highway(s).
- f) The **POSTING AUTHORITY** may elect to maintain or restore the portion(s) of the posted highway(s) and appurtenances with the **USER** reimbursing the **POSTING AUTHORITY** for all costs so incurred.
- g) Proceed against security provided pursuant to Paragraphs 7 and 12 (below)
- h) Terminate this Agreement pursuant to Paragraph 9.
- i) Any other remedies allowed by law.
- j) Any or all of the above.

Closing of Highways

11. This Agreement shall not prohibit the **POSTING AUTHORITY** from closing a highway or bridge to any vehicle or combination in excess of a specific weight if such closing is authorized by law and is necessary for safety, or is a temporary closing due to climatic conditions or an Act of God or war.

Additional Security

12. The **POSTING AUTHORITY** shall have the right to require additional security upon that date the **POSTING AUTHORITY** determines, in its discretion, that the aggregate amount of damage to the posted highway(s) exceeds 75% of the face amount of the security furnished, or the amount published in 67 PA Code Chapter 189(d)(4), as amended, as of the date the **POSTING AUTHORITY** requires the additional security. If additional security is required, it shall be retained by the **POSTING AUTHORITY** until all excess maintenance and/or restorations have been completed. Failure to provide such additional security as is required shall constitute a breach of this Agreement.

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Right-to-Know

13. The *Pennsylvania Right-to-Know Law*, 65 P.S. §§ 67.101-3104, as amended, applies to this Agreement. This Agreement is subject to, and the USER shall comply with, the clause entitled *Contract Provisions-Right to Know Law 8-K-1532*, as amended, which is attached as Exhibit "B" and made part of this Agreement.

Contractor Provisions

14. The USER agrees to comply with the *Contractor Responsibility Provisions*, current version, which is attached as Exhibit "C" and made part of this Agreement, the *Provisions Concerning the Americans with Disabilities Act*, current version, which is attached as Exhibit "D" and made a part of this Agreement, the *Contractor Integrity Provisions*, current version, which is attached as Exhibit "E" and made a part of this Agreement, the *Commonwealth Nondiscrimination/Sexual Harassment Clause*, current version, which is attached as Exhibit "F" and made a part of this Agreement.

Compliance with all Federal, State, and Local Law

15. If the USER is notified by any federal, state, or local agency that it is not in full compliance with any federal, state, or local law, regulation, or ordinance associated with preventative and excess maintenance, the USER shall immediately correct any such violation or deficiency and shall cease all preventative and excess maintenance until the USER is in full compliance. The USER shall provide the POSTING AUTHORITY with written notice within one working day of any such notification.

Non-waiver

16. The failure by the POSTING AUTHORITY to require performance by the USER of any provision of this Agreement shall not affect the POSTING AUTHORITY'S right to require performance at a time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default, or a waiver of the provision itself.

Severability

17. If any provisions of this Agreement are held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

Choice of Law and Forum

18. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania. Venue for any dispute arising under this Agreement shall be in the Commonwealth of Pennsylvania.

Agreement Supplementation

19. This Agreement and the exhibits attached hereto constitute the entire Agreement between the parties and may not be transferred or assigned without the prior written consent of the parties hereto. This Agreement may be modified or amended by letter amendment to add or subtract routes, increase or decrease the security amount or type, or amend any maintenance plan submitted pursuant to this Agreement or its exhibits. For Commonwealth parties, letter amendments may be signed solely by the District Administrator or his or her authorized designee.

**COMMONWEALTH OF PENNSYLVANIA
POSTING AUTHORITY
EXCESS MAINTENANCE AGREEMENT**

▼ DO NOT WRITE BELOW THIS LINE--FOR USER USE ONLY ▼

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

USER Phone Number: () - - USER Fax Number: () - -

ATTEST:

Signature	Date	BY Signature	Date
Attest Title		Authorized Signatory Title	

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a Sole Proprietorship, only the owner must sign; if a Partnership, only one partner need sign; if a Limited Partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.

▼ DO NOT WRITE BELOW THIS LINE--FOR POSTING AUTHORITY USE ONLY ▼

Name of POSTING AUTHORITY	By: _____	Date _____
	Signature	

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

APPROVED AS TO LEGALITY AND FORM

BY _____
For Chief Counsel Date _____

Preapproved Form:
OGC No. 18-K-4040
Approved OAG April 21, 2011

(Revised 7.11)



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
EXCESS MAINTENANCE AGREEMENT

CHECKLIST FOR ENTERING INTO AN EXCESS MAINTENANCE AGREEMENT

Chapter 15 Appendix Form 1

<input type="checkbox"/>	District contacts user or user contacts district.
<input type="checkbox"/>	Obtain following information:
<input type="checkbox"/>	Company name or corporation name (as it appears on their corporate seal)
<input type="checkbox"/>	Mailing address
<input type="checkbox"/>	Federal Identification Number or Social Security Number
<input type="checkbox"/>	Telephone number and contact person
<input type="checkbox"/>	Department discusses with User their potential activity to determine need to enter into an agreement and Type of agreement. (Determined generally by the type of heavy hauling operation.) <input type="checkbox"/> <u>Type 1 Agreement</u> - Authorizes use of a particular highway or portion of highway by an over-posted-weight vehicle. <input type="checkbox"/> <u>Type 2 Agreement</u> - Authorizes use of a particular highway or portion of highway by any number of over-posted-weight vehicles being driven to or from a common destination. <input type="checkbox"/> <u>Type 3 Agreement</u> - Authorizes use of specific posted highway or portions of a highway by an over-posted-weight vehicle.
<input type="checkbox"/>	Determine who is to do maintenance.
<input type="checkbox"/>	Option "A" Damages repaired by the department and/or its contractor
<input type="checkbox"/>	Option "B" Damages repaired by the User or Users contractor(s).
<input type="checkbox"/>	Explain any charges
<input type="checkbox"/>	Type 1, 2 or Cooperative Agreement Permit = Administration + inspection costs.
<input type="checkbox"/>	Type 3 Permit = \$15 Permit Fee + administration costs + inspection costs.
<input type="checkbox"/>	Determine if any other users have a permit on the same SR(s) If Yes, contact other user(s) for the following: <input type="checkbox"/> Attempt to have new user utilize the existing users permit Or <input type="checkbox"/> Determine share of responsibility for damages
<input type="checkbox"/>	Explain preliminary, interim and final inspection procedure. (If use of posted highway is required immediately, arrange preliminary inspection at this time.)
<input type="checkbox"/>	Conduct a preliminary inspection
<input type="checkbox"/>	Determine amount and type of security.
<input type="checkbox"/>	Performance Bond

(Revised 7.11)



COMMONWEALTH OF PENNSYLVANIA
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EXCESS MAINTENANCE AGREEMENT

<input type="checkbox"/>	Irrevocable Letter of Credit
<input type="checkbox"/>	Set-up WBS Element in SAP for Billing purposes (Billing includes permit fees, inspection fees, and payment for or repair of any damages)
<input type="checkbox"/>	Complete agreement to extent possible and forward to user to execute and return. User must provide security and certificate of insurance
<input type="checkbox"/>	Review agreement for accuracy. Insure all exhibits and schedules are attached. <ul style="list-style-type: none"><input type="checkbox"/> Exhibit "A" Special Terms and Conditions<input type="checkbox"/> Exhibit "B" - Right-to-Know Clause<input type="checkbox"/> Exhibit "C" - Contractor Responsibility Provisions Clause<input type="checkbox"/> Exhibit "D" - Provisions Concerning The Americans with Disabilities Act Clause<input type="checkbox"/> Exhibit "E" - Contractor Integrity Provisions<input type="checkbox"/> Exhibit "F" - Commonwealth Nondiscrimination/Sexual Harassment Clause<input type="checkbox"/> Exhibit "G" - (either) the Irrevocable Letter of Credit or the Performance Bond<input type="checkbox"/> Exhibit "H" - Certificate of Insurance - for all agreements<input type="checkbox"/> Exhibit "I" - Schedule of Typical cross Section
<input type="checkbox"/>	Assign agreement number. (8xyyy)
<input type="checkbox"/>	Forward original agreement and all exhibits, schedules, and routing sheet to the Office of Chief Counsel for processing.
<input type="checkbox"/>	Once the Agreement is fully executed, forward a copy of the approved agreement to the user. Maintain the original approved agreement at the district office.
<input type="checkbox"/>	Issue Permit (Form M4902A number assigned by district).
Additional comments, issues or concerns regarding the execution of this agreement.	

Districts/Counties are encouraged to utilize this form and keep a completed copy with the specific Agreement file. (Reproduce locally)

COMMONWEALTH OF PENNSYLVANIA
POSTING AUTHORITY
WEIGHT RESTRICTED HIGHWAYS PROGRAM
PERFORMANCE BOND

Performance Bond# _____ **Dated** ____ / ____ 20 ____

Expiration Date ____ / ____ 20 ____ **OR Auto-renewal Date** ____ / ____ 20 ____

Principal means _____ having a principal address located at _____.

Surety means _____ a public corporation having its principal place of business at _____.

Posting Authority means _____.

Agreement means an Excess Maintenance Agreement executed between the Posting Authority and the Principal.

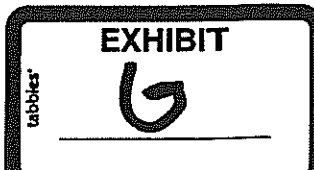
BACKGROUND

The **Principal** has executed an Excess Maintenance Agreement with the **Posting Authority**. Under Agreement#, _____ the **Principal** has promised to pay all costs of excess maintenance, restoration or other expenses resulting from the movement of vehicles or combinations, together with loads, in excess of gross weight restrictions on weight restricted highways.

The **Principal** and **Surety** execute this **Performance Bond** as security for the performance of this promise.

AGREEMENT

1. The **Principal** and the **Surety**, intending to be legally bound, jointly and severally, promise to pay to the **Posting Authority** the sum of \$ _____ dollars.
2. This sum shall be payable by the **Principal** to the **Posting Authority** when demand is made upon the **Principal** for any cost of maintenance and restoration or other expenses incurred by the **Posting Authority** pursuant to the Agreement.
3. The **Surety** promises to pay this sum to the **Posting Authority** if the **Principal** fails to pay after the **Posting Authority** has made demand upon the **Principal**.
4. The **Principal** and the **Surety** promise to be bound by the terms of this **Performance Bond** until the later of the date of the agreement terminates or the date all of the **Principal's** liability incurred under the agreement is totally discharged and satisfied.
5. The **Surety** may terminate its future liability under this **Performance Bond** sixty (60) days after furnishing written notice of such intention to terminate, delivered by person or by registered or by certified mail, to the **Posting Authority** at its appropriate office located at _____ and its Comptroller's Office located at _____.
 - a. This terminator shall not affect the liability of the **Surety** and the **Principal** for any liability insured by the **Principal** under the agreement prior to the effective date of such termination, but the liability of the **Principal** and the **Surety** for any liability incurred by the **Principal** under the agreement prior to the effective date of termination shall continue



**COMMONWEALTH OF PENNSYLVANIA
POSTING AUTHORITY
WEIGHT RESTRICTED HIGHWAYS PROGRAM**
beyond the date of termination until such time the **Principal's** liability is totally discharged and satisfied.

6. The promises of the **Principal** and the **Surety** shall not be released by any alteration of or amendment to the **Agreement**.
7. The **Performance Bond** shall be binding upon and insure to the benefit of the parties hereto and their respective successors in interest.
8. If the **Principal** and/or **Surety** fail to keep any promise under this **Performance Bond**, the **Principal** and the **Surety** authorize and empower any attorney of any court of record within the United States or elsewhere to appear for the **Posting Authority** and confess judgment against the **Principal** and/or **Surety** in favor of the **Posting Authority** as often as necessary, as of any term with or without declaration filed, without stay of execution and without presentment for such sum or sums as may be payable, together with costs of suit and attorney fees, and with release of all errors. **Principal** and **Surety** waive inquisition on any real estate and exemption of any property whatsoever, and authorize condemnation of same and immediate issuance of a *Writ of Execution*, or exemption, and release and waive relief from any and all appraisement, stay of execution, or exemption laws of any state or nation, now in force or hereinafter to be passed, to the extent such statutes may be waived.

IN WITNESS WHEREOF, the said **Principal** and **Surety** hereto have caused these presents to be duly executed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, this _____ day of _____ 20 _____.

ATTEST

Title Date

PRINCIPAL

Title Date

ATTEST

Title Date

SURETY

Title Date

County	State or Legislative Route	From Segment	Offset	To Segment	Offset
--------	----------------------------------	-----------------	--------	---------------	--------

ISSUING AGENCY OR BONDING COMPANY

NAME _____

ADDRESS _____

CONTACT PHONE () _____ - _____

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
WEIGHT RESTRICTED HIGHWAYS PROGRAM

IRREVOCABLE LETTER OF CREDIT

ISSUE DATE: ___ / ___ / 20 ___

BENEFICIARY: _____

POSTING AUTHORITY: _____

USER: _____

EXPIRATION DATE: ___ / ___ / 20 ___ AMOUNT: \$ _____

GENTLEMEN:

We hereby establish our **IRREVOCABLE LETTER OF CREDIT** in your favor and authorize you to draw upon it at our office, located at _____, or by certificated mail directed to _____, up to an aggregate amount of \$ _____.

On each occasion when a demand is made pursuant to this credit, the date and the amount of such demand shall be endorsed upon the reverse side of the last page of this letter.

This **IRREVOCABLE LETTER OF CREDIT** shall be valid until ___ / ___ / 20 ___, and shall thereafter be automatically renewed for successive one-year periods upon the anniversary of its issue. The bank may elect not to renew the **IRREVOCABLE LETTER OF CREDIT** for a subsequent annual term sixty (60) days after notifying you by certified mail of its intention not to renew. All notices regarding this **IRREVOCABLE LETTER OF CREDIT** shall be mailed to you at:

You as the **BENEFICIARY** alone retain the right (a) to draw against this "**IRREVOCABLE LETTER OF CREDIT**"; and (b) to determine whether the **USER** is liable for the payment of any monies under an **EXCESS MAINTENANCE AGREEMENT** and any supplements thereto.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts will be duly honored upon presentation to the drawee, and consent to jurisdiction and venue in Pennsylvania and agree to accept said presentation by mail.

Except as otherwise expressly stated herein, this Standby Letter of Credit is subject to the most current version of the International standby Practices ("ISP98"), International Chamber of Commerce, Publication No. 590, and as to matters not addressed by the ISP98, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and federal law, where applicable.

ATTEST:

Financial Institution Name

Title of Corporate Officer
(Sec. - Treas.)

Title of Corporate Officer
(Pres.-Vice-Pres.)

