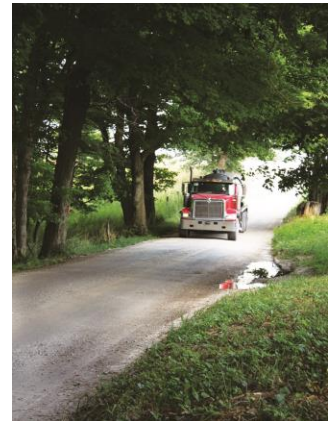


# Posting and Bonding PROCEDURES FOR MUNICIPAL HIGHWAYS



**PENNDOT**  
**PUBLICATION 221**  
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# Introduction – Why is it Important to Post your Roads?

*Overweight hauling on structurally deficient roadways can cause the kind of damage that risks motorist safety and challenges local maintenance budgets now and for years to come. It is important for local governments to take the steps necessary to identify where structural deficiencies exist on their local road networks to put protective programs in place. These programs will allow a municipality to preserve a routine state of maintenance in the event that increased overweight hauling occurs. PennDOT Publication 221 is intended to guide municipal officials through a proven step-by-step process, closely associated with PennDOT's own Posted and Bonded Roadway Program, to help determine when and how to post a roadway, and the procedures to follow for an enforceable approach to control overweight hauling and related damages.*

*Municipalities are encouraged to post and bond their roads as needed to prevent damage to those roads from oversized and overweight vehicles. When a road is posted, the financial responsibility for repairs beyond the routine state of maintenance, known as excess maintenance, is the responsibility of the overweight hauler – not the general tax payer or the municipality. Roadway postings enable the municipality to ensure that the road remains at an acceptable level of maintenance for the municipality to be assured that the road is safe for travel by all motorists.*



**Overweight Haulers** - Roadway Users that are operating vehicles (usually trucks and other larger vehicles) over the posted weight limit for a roadway. These vehicles often have a substantial risk for causing excess damage to the road(s) they are traveling on.

**Excess Maintenance** - Maintenance and/or restoration (but not improvement) of a posted roadway that exceeds normal maintenance, caused by over-posted-weight vehicles. Excess maintenance is dependent on the roadway pavement type prior to permitted hauling and may be different for each roadway.

## What is the Purpose of Posting and Bonding a Roadway?

Municipalities post and bond a road to protect their current and future investments in their roadways.

Posting and bonding is **NOT** intended to upgrade roadways that are already in poor structural condition before overweight hauling occurred, nor should it be used to raise money to pay for a new roadway. Posting and bonding **IS** meant to pay for excess maintenance, or damages that exceed normal wear and tear of a road, which is caused by overweight haulers who frequently travel the road.

## Proactive vs. Reactive

Getting ahead of a problem before it occurs is important!

Municipalities need to know the condition of all roads on their local roadway networks in order to understand which sections can support overweight hauling. When a road becomes unsafe due to excess hauling but is not posted, it is too late to ask the hauler(s) to pay for the damage. By posting a roadway with frequent overweight hauling before it is damaged, the municipality can ensure that the road stays in good shape and that haulers share the maintenance responsibility.

The best first step is to conduct an inventory of your locally-owned roads to establish which need to be Posted and Bonded. Posted weight restrictions should be based on the structural condition of the road at the time of evaluation. The process of posting a road can take time, and it is important to take steps toward posting the road **before** damage occurs.

Once a roadway section is posted, anyone hauling above the posted weight limit will be required to apply for a permit and pay the bond to cover financial responsibility for excess maintenance on the roads they use. Certain exemptions may apply to local posted and bonded roadway programs and are covered later in this guidebook.

## Laws, Regulations, and Policies

In the Commonwealth of Pennsylvania, laws, regulations and policies have been passed to allow municipalities to post their roads (or sections of roads) as needed.



Although the processes and tools in this Publication are optional, PennDOT recommends that municipalities follow this guidance because it is consistent with the **enforceable** Posting and Bonding Processes already in place for PennDOT's state highway system.

Any municipality who wishes to alter the steps presented in this Publication should first consult their solicitor and respective PennDOT District Municipal Services Representative (MSR).

## Linking Local and Statewide Posted and Bonded Roadway Programs

The content provided in this Publication has been adapted from Chapter 15 of [PennDOT's Maintenance Manual: Weight Restrictions on Highways \(Posted Highways\)](#) (Pub. 23, Ch. 15), as well as the supporting laws, regulations, and policy at the time of publication.

Publication 221 was updated to make the Posting and Bonding Process, covered in Pub. 23, Ch. 15, available for use by municipalities. The guidance in this document covers:

- How to Post a Road
- Determining Local Traffic Status and/or Exemptions
- Hauling During Inclement Weather (Freeze/Thaw Period)
- Addressing Excess Maintenance Needs
- Permit Types and Security Amounts
- Maintenance Plans
- Inspections
- Cost Recovery and Damage Cost Estimating
- Documentation
- Enforcement
- Modification/Removal of Roadway Posting Restriction



**Publication 23, Chapter 15 - Maintenance Manual: Weight Restrictions on Highways (Posted Highways)** - The purpose of Publication 23 (*PennDOT's Maintenance Manual*), Chapter 15 is to regulate the posting of weight restrictions by PennDOT and Local Posting Authorities (municipalities) with respect to roadways under their respective jurisdictions based on the structural condition of the highway as authorized in PA Transportation Code 75, Section 4902 (a); PA Vehicle Code 67, Chapter 189; and PA Vehicle Code 67, Chapter 190.



# Section 1 - How to Post a Road

## Section Overview

*This section describes the following aspects of the Posting and Bonding Process:*

- *The types of road postings*
- *What to look for if you think a road should be posted*
- *Detailed steps and criteria necessary to post a road*

## How Do Weight Postings Compare to Other Postings?

This Publication only explains posting roads due to weight restrictions. This means that the road posting process explained in this section should only be used when the municipality is concerned about damage to roads caused by overweight vehicles.

Additionally, bridges can only be included in this process if they are a part of the posted road.

To post only a bridge, for any reason, please refer to

[Publication 238: Bridge Safety Inspection Manual](#) (Pub 238)

and contact your local Municipal Services Representative (MSR) for additional questions. A contact list of PennDOT District MSR contacts is included in **Appendix A**.

A safety posting prohibits certain weight or size vehicles on a roadway because of a safety or traffic-related concern, and not because of damage caused by overweight vehicles. Safety posting restrictions include weight, height, width, length of vehicles, hours of operation, and specified travel lanes. Safety postings are based on a Traffic and Engineering Study that evaluates factors like the alignment of the roadway, speeds of traffic, and crash history.

## When Should a Weight Restriction be Posted on a Road?

Municipal officials should consider posting a weight restriction on a road if any of the following are true:

- Poor pavement structure that will not sustain increased hauling



### **Publication 238: Bridge Safety Inspection**

**Manual** - PennDOT publication that compiles the policies and procedures of the Bridge Safety Inspection Program to ensure public safety on bridges, provide compliance with federal and state regulations, and deliver accurate and adequate information to manage bridges as a critical infrastructure asset. The manual is intended for use by all persons involved in bridge safety inspection activities.

- The road's pavement or shoulders are already weakened due to deterioration, high traffic volumes, or climatic conditions, and pavement analysis or engineering judgement shows that the pavement is at risk of being even more seriously damaged unless vehicles over a certain weight are prohibited
- An analysis previously performed on a roadway with similar climate conditions (temperature, precipitation, etc.) indicates that a certain weight vehicle should be prohibited from using the roadway. For example, if a study was previously performed on a roadway with similar weather patterns and that study recommended a weight restriction on the road with similar conditions.

### How to Post a Weight Restriction on a Road

To legally post a section of roadway and ensure that it is enforceable, each of the following seven (7) steps must be completed correctly. Retain all documentation of completion until the posting is removed:



**Figure 1: Step-by-Step - How to Post a Road**

*Note: Steps 3-7 can be completed in any order, but must be completed for a road to be considered officially posted.*

### **STEP 1: Conduct a Traffic and Engineering Study**

The first step of establishing a posted weight restriction in a municipality is performing a Traffic and Engineering Study (T&E Study).

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*A T&E study must be completed and approved by a professional engineer in the state of Pennsylvania for the restriction to be enforceable. The study will examine operational and physical attributes of the road.*

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The T&E Study is to be performed according to the criteria listed in PennDOT's Publication 212: Official Traffic Control Devices (Pub 212, Section 117b) and should utilize PennDOT's TE-109 form (**Appendix B**). The T&E Study should determine the tonnage limit in 5-ton increments (5-ton, 10-ton, 15-ton, etc.) for the restriction.

### **STEP 2: Consider a Seasonal Posting or Find Alternative Routes**

Seasonal postings restrict oversized and overweight vehicles based on a specified time of the year. A seasonal posting should be utilized if the T&E Study finds that a permanent weight restriction is not necessary. This possibility should be discussed with the professional engineer that conducts the study. The municipality should also consider directing heavy vehicles to parallel or alternate roads that can handle overweight hauling loads.



#### **Traffic and Engineering Study**

- An orderly examination or analysis of physical features and traffic conditions conducted according to PennDOT's Publication 46: Traffic Engineering Manual (Pub 46) and PennDOT's Publication 212: Official Traffic Control Devices (Pub 212), and conforming to generally accepted engineering standards and practices for the purpose of determining the need or lack of need for a particular action by the municipality.



#### **Publication 212: Official Traffic Control Devices**

- PennDOT publication that adopts federal standards for traffic control devices (signs, pavement markings, etc.) on public streets, highways, bikeways, and private roads open to public travel. The publication also serves to establish new regulations, specific to the Commonwealth, that are not included in the federal standards. The publication is intended to establish uniformity for the design, location, and operation of official traffic control devices within the Commonwealth.

### ***STEP 3: Adopt a Local Ordinance***

A municipality must pass an ordinance to post a roadway. The road name and road number (if applicable) should be shown in the ordinance. It should also be clearly noted in the ordinance if the posting only applies to a portion of the road. A sample municipal ordinance and the enabling legislation are provided in **Appendix C**. The sample ordinance provided in **Appendix C** is only an example and should not be adopted without the municipal solicitor's review.

### ***STEP 4 - Advertise Notice of Posting to Public***

Advanced notice of the posting should be published at least twice in one or more newspapers in the municipality where the road is located. The first notice should be published a minimum of five business days prior to the posting. The notice should also comply with municipal codes related to adopting an ordinance. Contact your local newspaper and discuss their requirements and deadlines for posting these kinds of notices.

### ***STEP 5 - Contact Known Hauling Users***

Prior to posting the road, contact any known haulers using the road, especially those with establishments along the roadway. Discuss their operation and determine if they will need to permit the road or be considered local traffic. If they will need a permit, the hauler will need to apply for an Excess Maintenance Agreement (EMA). Additional information can be found in [Section 2](#) - Excess Maintenance Agreement and Security (Bonding).

### ***STEP 6 - Provide Notification to Law Enforcement Agencies***

Municipalities should send written notification of the new road posting to local law enforcement (PA state police, county police, municipal police, etc.). The notice should include the relevant information about the posting, such as:

- Each new posting established by ordinance and the reason for posting
- Any hauler that has had their local traffic status revoked by the municipality
- Each removal of a posting through adoption of a repealing ordinance

A sample notification is found in **Appendix D**.



#### **Excess Maintenance**

**Agreement** - This document is a contract between the hauler and the municipality explaining the responsibilities of both parties and outlines how the hauler will accept financial responsibility for excess maintenance on the posted roadway. Additional information about EMAs is provided in Section 2.

### ***STEP 7 - Erect Weight Limit Signs***

The weight limit # tons sign, R12-1 (see **Appendix E**), is used to restrict the weight permitted on a road. The R12-1 sign should be placed according to PA Code 67 (Transportation), Chapter 212.117 and PA Code 75 (Vehicle), Section 4902(e). The standard size of the R12-1 sign is 24 in. wide and 30 in. high. Signing must be placed within 25 ft. of the portion of the road that is restricted, and should be done according to the recommended sign layout provided in **Figure 2**.

If a sign cannot be placed within 25 ft. of the posted road, it should be placed as close to 25 ft. away as possible without compromising safety. Contact your local MSR to discuss how and where a sign should be posted if the area in question does not meet the expectations above.

The two most common reasons that postings are not enforceable are missing or incomplete T&E Studies and missing or improperly-placed signs.

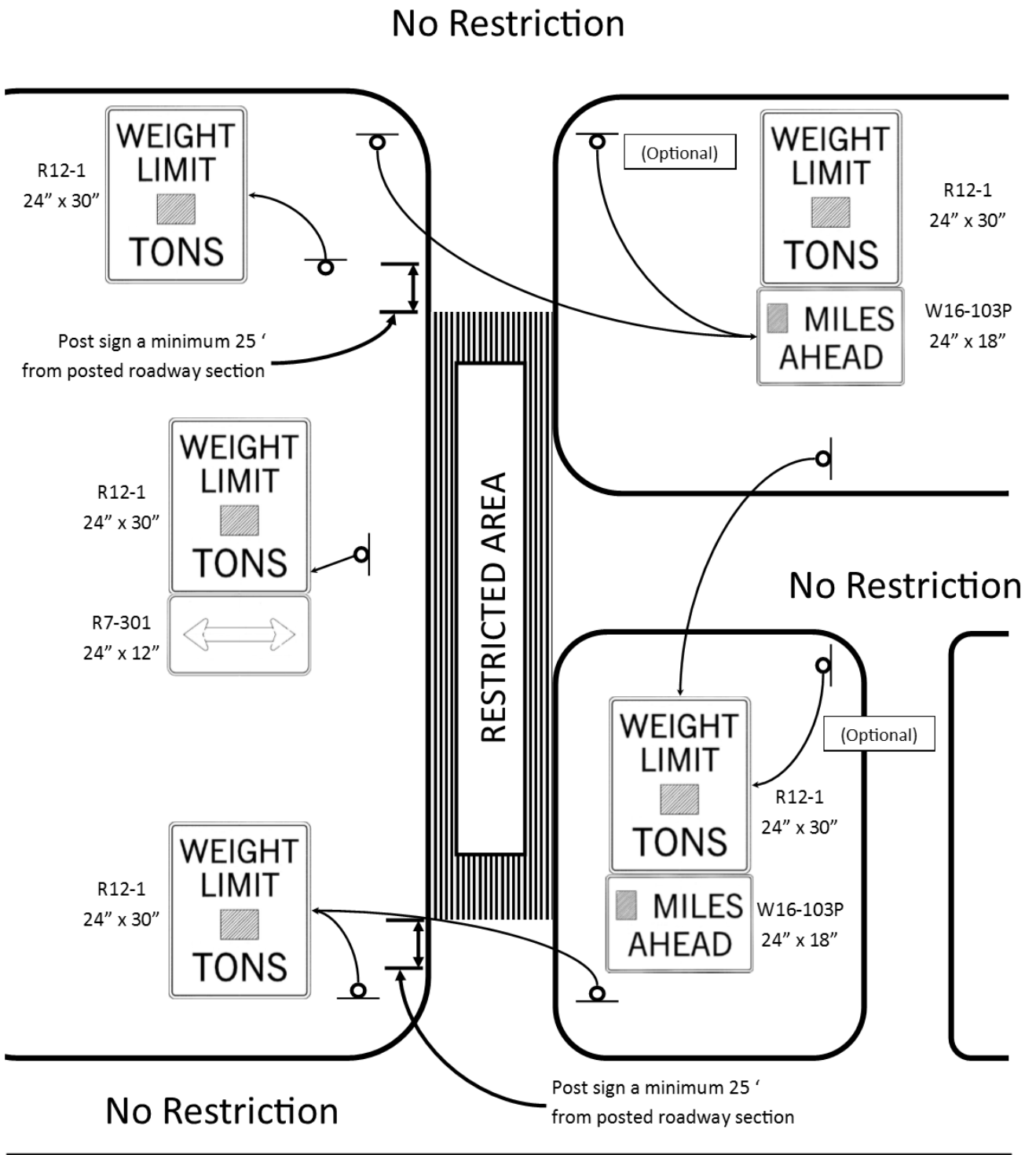


### **PA Code 75 (Vehicle Code), Section 4902(e)** -

Section 4902 of the **PA Vehicle Code** focuses on Restrictions on Use of Highways and Bridges. Part (e) of the section is called Erection of Signs, and dictates where signs need to be placed on a posted roadway.

### **PA Code 67 (Transportation), Chapter 212.117** -

Chapter 212.117 of the **PA Transportation Code** focuses on regulations that support weight, size, and load restrictions in the Commonwealth. This section discusses the difference between weight restrictions on bridges (bridge posting), restrictions on roadways based on condition (weight posting), and restrictions on roadways based on traffic conditions (safety posting).



**Figure 2: How to Erect Weight Limit Signing**

## Section 2 - Excess Maintenance Agreements and Security (Bonding)

### Section Overview

*This section describes the following aspects of the Posting and Bonding Process:*

- *What is an Excess Maintenance Agreement (EMA) and how is it used?*
- *How an EMA is initiated*
- *How an EMA is approved*
- *What are Maintenance Plans?*

### What is an Excess Maintenance Agreement and how is it used?

For any hauler who does not fit into a local traffic or exemption category (see [Section 4](#)), the next step should be filing a request to the municipality to enter into an Excess Maintenance Agreement (EMA). This document is a contract between the hauler and the municipality explaining the responsibilities of both parties, and outlines how the hauler will accept financial responsibility for excess maintenance on the posted roadway. Because of the complexity of this process, the municipality reviews and approval will take about 3-5 weeks to perform.

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*Note: An EMA, by itself, does not give the User the ability to haul on any road posted by the municipality. A permit is needed for each specific route the hauler will use.*

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### Excess Maintenance Responsibility

*What is Excess Maintenance?*

Excess Maintenance is maintenance, restoration, or both (but not improvement) of a posted roadway above normal maintenance, caused by use of over-posted-weight vehicles.

PennDOT established a standard EMA (Form M-4902EMA) which can be found in **Appendix F**. It is recommended that the municipal solicitor review the submitted EMA package for content and completion prior to approval.

### *Who is Responsible for Excess Maintenance?*

When completing an EMA, the hauler will need to decide how excess maintenance will be completed.

- **Option A** - The municipality performs the excess maintenance and invoices the User
- **Option B** - The hauler performs the excess maintenance with a qualified contractor

Things to consider when determining who will perform the excess maintenance:

- Does the municipality have the expertise to perform the work or to manage a contractor to perform the work?
- Does the municipality have time in their schedule to do the extra, unplanned work?
- Can the work be easily incorporated into planned work already scheduled by the municipality?

### **Determine Security Amount and Type**

Part of the EMA requires that the hauler secure either a performance bond, a letter of credit, or other security acceptable to the Posting Authority prior to approval. The security will be held by the municipality for the duration of the hauling activity. The security will be released after a satisfactory final inspection is performed and it is noted in writing that the hauling activities are complete.

#### *Determine Appropriate Security Amount*

The Posting Authority and hauler should discuss the type of hauling activity and determine a security amount agreeable to both parties. This security can be increased or decreased as the hauling activity changes. The amount should be enough to cover all requested routes and should be based on the pre-determined amounts in PA Code 67 (Vehicle), Chapter 189 shown in **Table 2: Permit Types** on page 17 in [Section 3](#).



#### **Performance Bond** -

PennDOT standard form M-4902PB that enters the hauler, the municipality, and the hauler's surety (company holding the user's bond) into an agreement. The agreement allows the hauler's surety to pay the municipality the bond amount if the hauler does not comply with the terms and conditions of the EMA.

#### **Letter of Credit** -

PennDOT standard form M-4902LC that enters the hauler's issuing agent (bank that holds the hauler's security or bond) and the municipality into an agreement. The agreement allows and guarantees the municipality to draw funds if the user violates the terms and conditions of the EMA.



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*Note: The amounts in **Table 2** cannot be exceeded by the municipality. There are options for the hauler to voluntarily increase their bond amount. The advantages to both the Posting Authority and hauler are discussed in [Section 9 - Cost Recovery](#) and [Section 10 – Damage Cost Estimating](#).*

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### *Determine Appropriate Type of Security*

The hauler is required to provide the security to the municipality in the amount specified in **Table 2**. The security should be incorporated in the permit documentation as an exhibit.

PennDOT has identified two standard types of security, as well as other security types that may be used at the municipality’s discretion. The security types are as follows:

- a) Performance Bond (PennDOT standard form M-4902PB)
- b) Letter of Credit (PennDOT standard form M-4902LC)
- c) Other - Municipalities may use other security options that they have used in the past. Some examples include certified check, cashier’s check, bank account, certificate of deposit, security agreement, or an escrow agreement.

Municipal officials should consult their municipal solicitor if they are unsure of the validity of a User’s security.

## **Review and Approve Additional Materials for EMA Approval**

### *Public Liability Insurance*

The hauler will provide the municipality with proof of Public Liability Insurance when the hauler’s workers (or their contractor’s workers) are on a road performing maintenance and/or other activities relating to the improvement of a roadway. If the User chooses to perform the excess maintenance using their own workers (or contracted workers), they should provide proof of public liability insurance policy with the following criteria:

- Provide the industry standard certificate of insurance, offered by the Association of Cooperative Operations Research and Development (ACORD). An example can be found in **Appendix G**.



### **Public Liability**

**Insurance** - Type of insurance policy taken out by a business that provides coverage if someone is injured by the business conducted or if the business damages third party property when carrying out the work. The standard form, ACORD Certificate of Liability Insurance, lists the basic contact information about the insured, what type of coverage they are opting to use, and the limits of insurance.

- Coverage should provide public liability insurance for bodily injury and property damage in minimum amounts of \$250,000 per person and \$1 million per occurrence
- Provide the following language on the ACORD form: “Thirty (30) days’ notice should be provided to the municipality to cancel the policy before its expiration date except fifteen (15) days for non-payment of premium.”
- The municipality should be named as an additional insurer.
- The certificate of insurance should be included with the EMA.

### *What Happens if the Hauler Cannot or Will Not Obtain Public Liability Insurance?*

If the hauler cannot or will not obtain liability insurance or coverage:

- The municipality may refuse to issue an EMA.
- Maintenance and restoration may be completed by the municipality and/or its contractor.

### *Standard of Care Checklist*

The municipality may require the hauler to agree to a Standard of Care Checklist for approval of their EMA. A Standard of Care Checklist presents criteria, established by the municipality, which should be followed by the hauler when performing excess maintenance on a posted road. It can be specific to the type of roadway surface (e.g. dirt, gravel, bituminous, etc.) or contain a general set of criteria. The Standard of Care Checklist should be incorporated into the Maintenance Plan. (See [Section 6](#) for information about the Maintenance Plan).

### *When Should a Municipality Require a Standard of Care Checklist and What is Typically Included?*

The municipality should require a Standard of Care Checklist to clarify the expected level of maintenance. A Standard of Care Checklist typically includes the following:

- Repair criteria – What will prompt the hauler to make repairs on a road? (e.g., number of potholes per mile, pothole depth, pothole area)
- Response times – How long will it take the hauler to make those repairs? (e.g., repairs for rutting that fit the repair criteria will be started and completed within five (5) working days of notification by municipal officials)
- Approved repair methods – How will the hauler make the repairs? (e.g., base failures that fit the repair criteria will be excavated to a minimum depth of three (3) ft.)



#### **Maintenance Plan -**

A plan produced by the hauler that specified the hauler’s efforts to maintain the pavement to pre-existing (pre-inspection) conditions, ensures that there is no deterioration of paved surfaces to gravel or mud, maintain safe and passable road conditions, and prevents negative environmental impacts.

Please note that the above criteria are not an all-inclusive list for a Standard of Care Checklist. An example Standard of Care Checklist can be found in **Table 1**. A standardized version of a Standard of Care Checklist can be found in **Appendix H**. Municipalities are encouraged to work with their solicitor to develop this so that it can be provided to any prospective hauling Users.

**Table 1: Example Standard of Care Checklist for Bituminous Roads**

<b>Municipality:</b> _____		<b>County, PA</b> _____	<b>Date:</b> _____
<b>Example Standard of Care Checklist for Bituminous Roads</b>			
<b>Municipal Roadway Deficiency Type</b>		<b>Special Maintenance Considerations</b>	
<b>1. Base Failure</b> - Repair Criteria - Response Time - Repair Method(s)		Temporary repairs must be started and completed within five (5) working days of notification by Township officials. Broken area should be excavated to minimum depth equal to the existing pavement thickness and filled with cold mix material during winter operations, or with hot mix bituminous during warm weather.	
<b>2. Drainage Issues</b> - Repair Criteria - Response Time - Repair Method(s)		Damage to the ditch flowlines along Township Road T-101 is anticipated because of the narrow width. Runoff flow disruptions caused by traffic damage, material accumulation, etc. resulting from User operations must be repaired to establish operational flowlines within three (3) days by notification by Township officials.	

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### *Environmental Component Matrix Form*

Municipalities may require the hauler to complete an Environmental Component Matrix (ECM) form for the proposed excess maintenance and restoration. The ECM form is designed to ensure that all relevant resources have been considered during the planning and design of the proposed work. This document is NOT an environmental clearance and is NOT intended to replace any environmental permitting that may be required by the municipality or state agencies. The following are examples of criteria that a municipality may require a hauler to include in their ECM form:

- **Impacts to aquatic resources** - such as waterways, groundwater, wetlands, and soil erosion
- **Impacts to land** - such as agricultural resources, geological resources, and national landmarks
- **Other impacts** - such as wildlife concerns, cultural resources, air quality and noise, and socioeconomic resources (e.g., schools, churches, post offices)
- **Mitigation measures** - Describe mitigation measures for impacted resources

An example ECM form, with a full list of criteria, can be found in **Appendix I**.

### **Review and Execute the EMA**

The municipality should execute the EMA after it receives the following materials from the hauler:

- Designation of who will perform the roadway maintenance
- Correct security amount in the appropriate format
- Road(s) or road section(s) where the User will be hauling
- Standard of Care Checklist (if applicable)
- Environmental Components Matrix (if applicable)
- Right-of-Entry Agreement (if applicable)

## Section 3 - Permits

### Section Overview

*This section describes the following aspects of the Posting and Bonding Process:*

- *Types of Permits*
- *Security Costs*
- *Modifying or Closing-Out Permits*

### Permit Types

A separate EMA is no longer required for each permit type. A single EMA can cover all hauling in a municipality. Once the EMA has been approved, a hauler can request permits to haul on specific routes.

Once a hauling User submits their EMA for approval (and their optional Maintenance Plan), the municipality will determine the type of permit needed for their hauling activity.




For heavy hauling activity likely to cause damage:

- a) **Type 1 Permit** - Authorizes use of a particular posted roadway, or portion thereof, by an over-weight vehicle belonging to the hauler (i.e., the entity applying for the permit). This type of permit is only valid when it is carried in the overweight vehicle(s). This type is useful for a large hauler using their own trucks. For example, a large aggregate quarry located on a posted road.
- b) **Type 2 Permit** - Authorizes use of a particular posted roadway, or portion thereof, by an overweight vehicle, and is only valid when conspicuously displayed at the permittee's place of business with a copy to be carried in the truck(s). This type of permit is intended for a facility that requires pickups and/or deliveries by overweight vehicle(s) and those vehicle(s) are not under the facility's direct ownership. For example, this permit would be applicable to Unconventional Oil and Gas development sites where numerous contractors and subcontractors are entering into and leaving a specific location.

For regular hauling activity less likely to cause damage:

- c) **Type 3 Permit** - Authorizes use of over-posted-weight vehicle(s) along a single route, several specified posted roadways, or portions of roadways. **This permit does not issue blanket authorization to exceed posted weight restrictions throughout the county covered by the agreement.** The hauler cannot be exempt from permitting the road, but the nature of the hauling activity is not a major cause of concern for the Posting Authority. For example, this permit would apply to a logger or other overweight User hauling 40 loads on a newly reconstructed section of road with a solid base.

**Table 2: Permit Types**

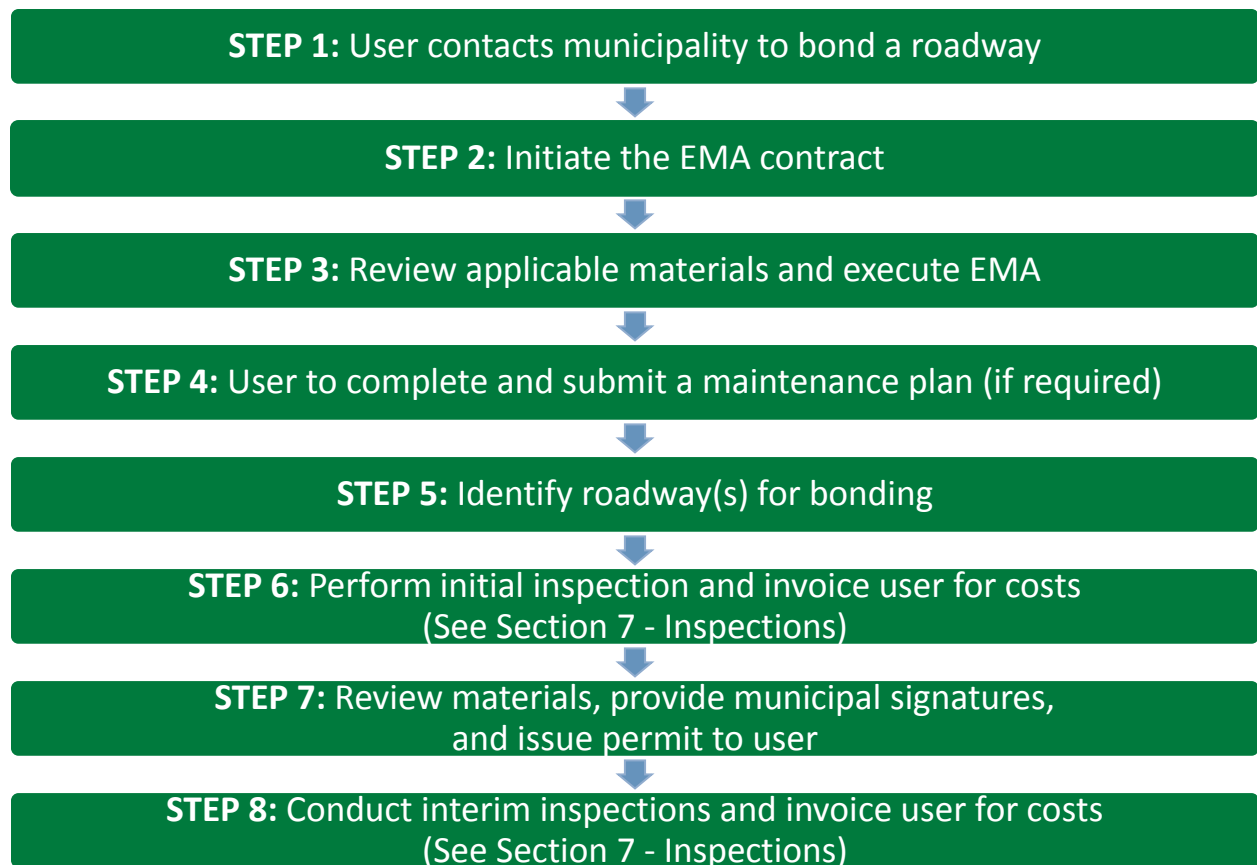
Type 1 Permit	Type 2 Permit	Type 3 Permit
<p><b>One Truck, One Travel Route, Single Destination</b></p> 	<p><b>Multiple Trucks, One Travel Route, Single Destination</b></p> 	<p><b>One Truck, Multiple Travel Routes, Multiple Documented Destinations (Not a blanket permit)</b></p> 
<p><b>Example:</b> A Large Aggregate Quarry that owns their own vehicles</p>	<p><b>Example:</b> Unconventional Oil and Gas Development Sites that contracts companies to haul for them</p>	<p><b>Example:</b> A Logging/Coal/UOG maintenance/Pipeliners that is hauling to multiple designated locations</p>
<p><b>Documentation needed:</b> Route specific permit issued to the Hauler and is carried in each vehicle</p>	<p><b>Documentation needed:</b> Route specific permit that is posted at a site and each hauler carries a copy</p>	<p><b>Documentation needed:</b> Copy of the municipal permit with specific roadways documented and is carried in each vehicle</p>
<p><b>Security Amount</b></p> <ul style="list-style-type: none"> <li>• \$6,000/mile for unpaved roads \$12,500/mile for paved roads</li> <li>• \$50,000/mile for any roadway which the municipality allows to be maintained below a level consistent with the type of roadway (i.e., maintain paved roads as an unpaved road during heavy hauling, then return to paved road)</li> </ul>		<p><b>Security Amount</b></p> <ul style="list-style-type: none"> <li>• \$10,000 for each county or municipality covered by the permit</li> </ul>

## Review a Permit Application and Issue Approval

The Posting Authority should require an application from the hauler for each route to clearly identify who is requesting the permit, which routes are requested, and the time frames when the permit will be valid. This can resolve disputes later if a hauler insists they requested something different than what was permitted. An example of a completed permit application is in **Appendix J**.

### *Review Permit Materials and Schedule Initial Inspection*

Once the appropriate materials are submitted to the municipality, an initial inspection should be scheduled to finalize the permit and allow the hauling User to start their operation. Details regarding the initial inspection will be discussed in [Section 7](#) - Inspections. The municipality should ensure that the information in the permit accurately reflects the results of the initial inspection.



**Figure 3: Step-by-Step - Permit Approval for Municipalities**

### *Issue Permit*

Following the initial inspection, perform an extensive review of the permit application and all associated materials to ensure it meets the criteria outlined in this Publication. When the municipality is satisfied with the submitted material, they can issue a permit approval.

Upon execution of the permit, provide the original permit to the hauler, and keep a copy on file in municipal offices. A sample permit is included in **Appendix J**. Remind haulers that a copy of their permit must be physically available in each over-posted-weight vehicle hauling for them for Types 1 and 3 Permits. A physical copy of the permit must be visible on site to Law Enforcement Agencies and the Posting Authority for Type 2 Permits.



### **Sharing Permits**

Although it is ideal that each hauler have their own permit for a route, it is possible for haulers to share permits. For example, a logger who needs to remove a few loads of logs on a route may make arrangements to use a fellow hauler's permit. It is the responsibility of the logger to get a copy of the permit. The permitted hauler is responsible for all damage caused by both themselves and anyone else allowed to use their permit.

The municipality should require haulers to communicate any sharing of permits to help prevent misuse by unauthorized haulers using a hauler's permit without permission.

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*Municipal local traffic letters and Letters of Local Determination cannot be shared between Users. See [Section 4](#) – Determine Exemptions and Local Traffic for more information.*

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Throughout the duration of the EMA, the hauler may wish to modify an existing permit. This can include closing out the permit prior to the expiration date, extending the time frame beyond the expiration date, lengthening or shortening the route, removing or adding roads to the permit, or changing the nature of the hauling activity. They may also wish to close out a permit required for a seasonal posting or during Freeze/Thaw. See [Section 5](#) for information about Seasonal and Freeze/Thaw postings.



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To accomplish this, the hauler should notify the municipality via a completed Application to Add or Remove Roadway Section form detailing the specific changes requested. An interim or final inspection should be scheduled to give a point of reference for any additions or to identify changes since the initial inspection prior to closeout. Interim and final inspections will be discussed further in the [Section 7](#) - Inspection.

## Section 4 - Determine Exemptions and Local Traffic

### Section Overview

*This section describes the following aspects of the Posting and Bonding Process:*

- *Types of Exempt Haulers*
- *Self-certifications*

Based on current Commonwealth law, there are multiple ways a hauler can be exempted from permitting requirements. Municipalities have the ability to exempt haulers and revoke exemption for some criteria, but other exemptions are automatic unless damage can be proven. This section will explain the current regulations and help municipalities identify local traffic and haulers that are exempt from posting and bonding procedures. This section will also help municipalities track exemptions and vehicles that are claiming to be local traffic. This section will also discuss the difference between a Letter of Local Determination (LoLD) and a Municipal Local Traffic Letter.

### Haulers Self-Certification

Haulers can self-certify that they are local traffic so long as they can provide the Law Enforcement Agency or Posting Authority with one of the following:

- a) Bill of lading, shipping order, or similar documentation which shows a destination on the local roadway. This shows the local commercial nature of their work. Examples include a tractor trailer with a bill of lading delivering freight to a local business, or a concrete truck with a delivery ticket delivering a load to a local residence for their driveway.
- b) Certification by the over-posted-weight hauler or an official of the over-posted-weight hauler's company on the company letterhead describing the local traffic nature of the activity in which the vehicle is engaged.

It is the hauler's responsibility to provide sufficient documentation to the Law Enforcement Agency or Posting Authority to prove their ability to self-certify. Examples of the documents listed above are provided in **Appendix K**. If a hauler is in doubt of their ability to self-certify, they can request a Municipal Local Traffic Letter or permit from the municipality.



**Municipal Local Traffic Letters** - Letters issued by municipalities recognizing haulers as local traffic. These letters are not intended to be LoLDs and are only used for tracking purposes by the municipality.

If you determine that a hauler no longer should be designated as local traffic, you can issue an 'Excess Damage - Municipal Local Traffic Letter.' Examples of this letter are provided in **Appendix L**.

### Letters of Local Determination (LoLD)

A Letter of Local Determination (LoLD) is a letter issued by the Posting Authority that identifies certain vehicles as local traffic. Act 13 of February 14, 2012, required PennDOT to issue LoLDs to haulers shown to be engaged in "at-risk" industry sectors. "At-risk" LoLDs are issued to haulers who meet this qualification and are hauling on roads that are already permitted by Unconventional Oil and Gas (UOG) haulers. This was later expanded by Act 89 of November 25, 2014, where LoLDs would be issued to Users under 700 loads per year per road as "De Minimus" because they were not likely to cause damage.

According to current regulations, LoLDs do not apply to municipalities unless a special ordinance is passed allowing the municipality to issue them. Since PennDOT already has the framework and regulation in place to issue LoLDs, they are issued on a regular basis at the state level. Because of the restriction at the municipal level, municipalities are discouraged from issuing LoLDs to haulers who are requesting local traffic status. Municipalities wishing to setup a local ordinance to allow the issuance of LoLDs should refer to PennDOT Pub. 23, Ch. 15 and consult their solicitor.

### Municipal Local Traffic Letter

If a hauler cannot be exempted by regulation and cannot self-certify, the municipality may issue a 'Municipal Local Traffic Letter' to haulers that satisfies criteria determined by the municipality. Issuing a Municipal Local Traffic Letter can be simpler than passing an ordinance to issue LoLDs. Municipal Local Traffic Letters are not subject to the same restrictions as LoLDs, and municipalities should only use them for internal tracking purposes. Examples include a logger hauling five (5) loads from a log landing a quarter mile along the posted road or a gas company that pulls three (3) loads of brine a month from established wells.



**Act 13 of February 14, 2012** - Signed into law February 14, 2012, amended Title 58 (Oil and gas) of the PA consolidated Statutes. It provides for the imposition of an unconventional gas well (UOG) fee. The Act also mandates how the impact fee is disbursed to local and state entities and specifies the purposes for which impact fee funds may be spent.

**Act 89 of November 25, 2014** - Act 89, also known as the Transportation Bill, was signed into law in 2013 to fund road projects, bridge repairs, and public transit. An additional \$2.3 billion per year was generated as of 2018, making it the largest increase in transportation infrastructure funding in decades.

These letters are not permits and are primarily used for tracking purposes. Municipal Local Traffic Letters may be revoked by the municipality at any time if it is deemed that the hauler is abusing a local traffic designation. A hauler can request a Municipal Local Traffic Letter by submitting a formal request documenting the local nature of their over-posted-weight activity for the municipality to review and determine whether to issue a Municipal Local Traffic Letter. An example of the Municipal Local Traffic letter can be found in **Appendix L**.

If the municipality determines that a User no longer should be designated as local traffic, they can issue an ‘Excess Damage - Local Status Letter’. An example of this letter can be found in **Appendix M**.

### Exemptions by Regulation

According to PA law ([Title 75, Section 4902](#)) and regulation ([Title 67, Chapter 189](#)), any of the following criteria listed in table will be considered local traffic.

**Table 3: Local Traffic Exemptions**

Local Traffic Criteria	Example
Emergency Vehicles	Fire trucks, ambulances/EMS, police, etc.
School buses	N/A
Vehicles making local deliveries or pickups	Mail trucks, parcel delivery services (UPS, FedEx, etc.), and any other vehicle making a local delivery or local pickup
Vehicles and combinations of governmental agencies and utilities or their contractors engaged in construction or maintenance on a posted roadway or in a location which can be reached only via a posted roadway	Municipal vehicles, contracted municipal vehicles, and utility company vehicles performing maintenance or construction on a posted roadway or on another roadway that is only accessible by a posted road
Vehicles and combinations going to or coming from a residence, commercial establishment, or farm located on a posted roadway, or which can be reached only via a posted roadway (self-certification could be required)	Freight vehicles with an origin or destination that includes a residential address, commercial address, or farm located on a posted roadway or along another road that is only accessible by a posted road

## Exemptions of Permanent Sawmills and Coal (Updates from Act 89)

Act 89 of November 25, 2014, also included the specific exemption of permanent sawmills and coal reprocessing plants. This allows haulers to travel to those locations without obtaining a permit, local exemption letter, bond, or inspection, and no damages should be assessed to the hauler. All damages are absorbed by the Posting Authority and the exemption cannot be revoked.

An excerpt from PA Law (Title 75, Section 4902(a)(5)) below explains the types of operations that are exempted from permitting requirements.




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*“Exemptions for local delivery or pickup may not include traffic going to or coming from a site at which minerals, natural gas or natural resources are developed, harvested or extracted, notwithstanding whether the site is located at a residence, a commercial site or on farmland. Delivery or pickup of logs or other forest products to or from permanent processing mills located on or reachable only through posted highways shall be considered local delivery or pickup. Delivery or pickup of coal to or from permanent coal reprocessing or preparation plants located on or reachable only through posted highways and not on the same posted highway as a site at which coal is extracted shall be considered local delivery or pickup.”*

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**Table 4** provides the updated definitions along with their exemption status (local traffic vs. not local traffic) and an example.

**Table 4: Local Traffic Status**

Local Traffic Criteria	Exemption Status	Examples
<p><b>Natural resource* extraction sites</b></p>	<p>NOT LOCAL TRAFFIC</p> 	<ul style="list-style-type: none"> <li>• Gas or oil well sites during the development and drilling of the well. Once the well is in production and the hauling is reduced to a more maintenance function the Posting Authority may consider granting the User a local hauling letter</li> <li>• Log landings where the logs are extracted from the forest</li> <li>• Quarries</li> <li>• Coal Mines</li> </ul>
<p><b>Traffic going to or from a permanent forest product mill along or only reachable via posted roadways</b></p>	<p>LOCAL TRAFFIC</p> 	<ul style="list-style-type: none"> <li>• Hauling logs to or lumber from a permanent sawmill</li> <li>• Hauling to or from other timber processing operations such as pallet shops</li> <li>• Hauling to or from a log broker yard where logs are delivered, stored, and later moved out to other locations</li> </ul>
<p><b>Traffic going to or from a permanent coal reprocessing or preparation plant located along or reachable via posted roadways on the same roadway as the extraction site</b></p>	<p>LOCAL TRAFFIC</p> 	<ul style="list-style-type: none"> <li>• Vehicles going to or from a coal processing plant (not a coal mine) along a posted roadway or only accessible by a posted roadway</li> </ul>

*\*Natural resources are defined as any material from natural sources having potential economic value including but not limited to timber, minerals, oil, gas, wind, and water. The term does not include food crops, animals, or animal products intended for human or animal consumption such as corn, wheat, and milk.*

Evaluate each pickup or delivery site independently to determine Local Traffic status on each posted road. Further explanation of the terms and process below is provided in 67 Pa. Code, CH-189 and CH-190.

Any vehicle plus load in excess of 8.5 ft. wide, 40 ft. long or 73,280 lb. or combination over 80,000 lb., 8.5 ft. wide or with trailers in excess of 53 ft. are required to have a Special Hauling Permit through APRAS.

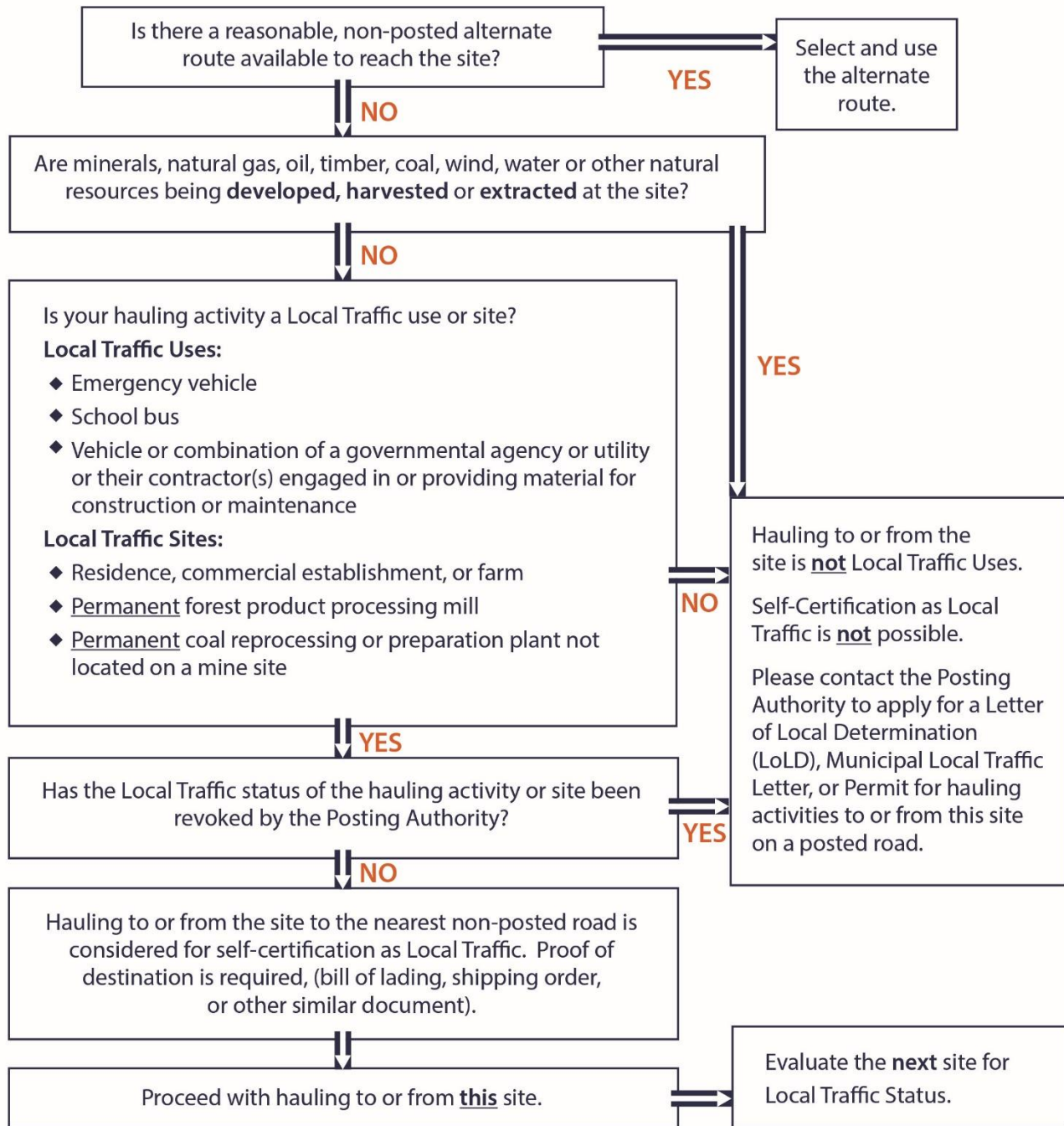


Figure 4: Determining Local Traffic Exemptions

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## Revoking Local Traffic Status

Posting Authorities have the right to revoke local traffic status, in most instances, if an exempted hauler has caused or is likely to cause damage. The process from Ch. 189.3(b) is shown and explained in **Figure 8** of [Section 10](#).

### *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 the applicable law enforcement agency (State Police, County Police, Local Police, etc.). After two (2) business days following delivery of the notice, or after five (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 § 189.4 (relating to use under permit).

The letter instructs the hauler to cease hauling immediately. It also notifies the hauler that they will need to execute an Excess Maintenance Agreement with the municipality and obtain a permit to haul on the posted roadway. An example of this letter is in **Appendix L**.



## Section 5 - Hauling During Freeze/Thaw

### Section Overview

*This section describes the following aspects of the Posting and Bonding Process:*

- *What is the Freeze/Thaw Period?*
- *Restricting LoLDs during inclement weather*

The Freeze/Thaw Period is defined by PennDOT as the calendar period between approximately February 15<sup>th</sup> and April 15<sup>th</sup>. Although PennDOT defines the Freeze/Thaw Period as a specific date, it could be adjusted based on the current year's weather patterns to better protect the pavement structures of posted roadways. Municipalities should ensure that haulers permitted to travel on a posted roadway during the Freeze/Thaw period pay close attention to the condition of the roadway and complete the necessary maintenance.

Municipalities that have established a framework and ordinances to issue Letters of Local Determination (LoLD) do have the ability to restrict hauling activities to vehicles that hold a valid LoLD. Municipalities are not required to issue LoLDs to haulers eligible for local traffic status but can follow the steps in [Section 4](#). The municipality should send a letter to haulers that hold a valid LoLD to warn them that they need to stop all hauling activities during the Freeze/Thaw period. An example of this letter can be found in the appendices.

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*Please Note: This course of action can only be used if the municipality is permitted to issue LoLDs.*

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**What are the impacts to adjacent PennDOT and municipal roads if hauling is restricted on a road due to a seasonal posting?**

During freeze/thaw, the change in temperature can result in a change to the structural strength of the roadway surface. When temperatures are above freezing, rainwater or snowmelt will settle into small cracks in the pavement. As temperatures drop below freezing, the water within the cracked pavement will freeze and expand. Water expands approximately 10% when it is frozen causing it to exert additional pressure on the pavement. When temperatures return to above freezing, the water melts leaving the structural integrity of the pavement momentarily weakened. Excess caution and additional care may be required to preserve the structure of the pavement.

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If the LoLD hauler would like to continue hauling during the Freeze/Thaw period, they must engage in an Excess Maintenance Agreement and secure a permit to haul on that roadway.



## Section 6 - Maintenance Plans

### Section Overview

*This section describes the following aspects of the Posting and Bonding Process:*

- *The purpose of Maintenance Plans*
- *The elements of a Maintenance Plan*

Maintenance Plans are a useful tool to outline how and when damage repairs will be completed by the hauler. They are especially important when the hauler plans to move many loads in a short time and damage is likely to occur. The complexity of the Maintenance Plan requirements is at the discretion of the municipality. A typical Maintenance Plan for a moderate hauler could be 1-2 pages outlining the repair schemes, contractor, and triggers when repairs will commence. A heavy hauler such as UOG or a coal mining company may need an extensive Maintenance Plan with details and cross-section plan sheets, mix designs for materials, sources of supply, specific signing plan, and contractor information with insurance documents.

### Review and Approve Maintenance Plan

*Review Maintenance Plan and Ensure Compliance with PennDOT [Pub 23, Ch. 15](#)*

The municipality has the option to request a Maintenance Plan from the hauler. If a Maintenance Plan is required, it should be submitted and approved by the municipality.

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*General: All roadway surfaces should be kept in a condition suitable for safe travel at the posted speed limit. Keeping the surface of all roads in a safe condition is the number one priority maintenance item.*

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Damage to the pavement's surface can pose a hazard to traffic, and these areas should be identified and attended to immediately. Until the necessary repair work is done, warning signs should be placed on each side of the damaged area, and the hazard should be monitored until repaired. The permanent repair of all serious pavement damage should be completed as quickly as possible.

A Maintenance Plan should address maintenance of signs, signals, pavement markings, and other traffic control devices to keep them legible and in operational condition. Damaged or missing traffic control devices such as Stop Signs, Hazard Warning Signs, and Speed Control Signs should be replaced upon discovery. In the event of a missing or damaged Stop Sign,

immediate traffic control measures will be implemented. During repairs of any type, appropriate traffic control measures as included in PennDOT [Publication 213: Temporary Traffic Control Guidelines](#) (Pub 213) should be in place and materials used should comply with specifications defined in the latest editions of PennDOT [Publication 408: Specifications](#) (Pub 408) and [Publication 447: Approved Products for Lower Volume Local Roads](#) (Pub 447).

Maintenance Plans should adhere to the criteria outlined in PennDOT [Pub 23, Ch. 15](#) Section 15.12. An example Maintenance Plan is provided in **Appendix N**.

#### *Issue Approval of Maintenance Plan*

If the municipality deems the Maintenance Plan acceptable and determines that it complies with the requirements in PennDOT [Pub 23, Ch. 15](#), they can issue a letter notifying the hauler that it has been approved.

A sample Maintenance Plan approval letter is in **Appendix O**.

#### *A Maintenance Plan Should Include the Hauler's Efforts to:*

- Maintain pavements to pre-existing condition
- Ensure no deterioration of paved surfaces to gravel or mud
- Maintain safe and passable road conditions
- Prevent negative environmental impacts

#### *Elements of a Maintenance Plan*

Refer to PennDOT [Pub 23, Ch. 15](#) for a completed listing of Maintenance Plan elements. The following items are high level requirements:

- Contact Information
- Hauling Activity
- Roadway Repair Strategies
- Roadway Signing Plan (optional)



### **Publication 213: Temporary Traffic Control Guidelines** -

PennDOT publication that specifies the approved traffic control procedures that can be used on Commonwealth roadways. The publication is meant to be used by contractors, utilities, government officials (federal, state, county, municipalities), and others performing work on highways.

### *Maintenance Plan Resubmission*

- **Heavy Users** - Submit an updated Maintenance Plan every 6 months or before October 1st and April 1st of each calendar year. The User may notify the municipality in writing if there are no changes being made to the Maintenance Plan for an upcoming 6-month period.
- **Regular Users** - Submit an updated Maintenance Plan once every 12 months.

### *Heavy Users vs. Regular Users*

**Heavy Users** – Are defined as 30+ loads/day or 700+ loads/year and substantial risk for causing excess damage to the roadways.

**Regular Users** - Are defined as fewer than 30 loads/day or 700 loads/year and moderate to low risk of causing damage to the roadways.



### **Upgrade Projects**

A hauler may voluntarily choose to improve a roadway to meet the hauler's own needs. They should provide a plan set with the proposed improvements for municipal review. The municipality can designate the required review time for the plans. Once the plans are accepted, the municipality should inspect or hire a construction inspection team to oversee the construction of the project. Improvements can include everything from a simple radius improvement to a full bridge replacement or pavement overlay.

Upgrade projects can be advantageous to a heavy hauler such as Unconventional Oil and Gas (UOG) or coal because it minimizes the disruption to their hauling operations. They will need to mobilize a crew to make repairs much less frequently, if at all.

This is an advantage to the municipality as well, because the traveling public will encounter less disruption, and the repairs are better planned and not reactive.

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*Note: A hauler may voluntarily choose to improve a roadway to meet the hauler's own needs. The municipality should be sure to inspect these improvements to be sure that the improved roadway meets the appropriate PennDOT specifications. Once a roadway is improved the municipality may need to remove signs for weight limit restrictions and/or repeal ordinance provisions.*

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## **Right-of-Entry Agreements**

The municipality may request a Right-of-Entry Agreement (REA) when a hauler wants to make improvements to a posted road prior to executing an Excess Maintenance Agreement (EMA). REAs are helpful to allow over-posted-weight haulers to operate on a posted road in the following situations:

- a) If the roadway is currently posted with a weight restriction, the REA can be used to establish the structural capacity of the pavement prior to executing an EMA.
- b) If the road is not currently posted, the hauler could use the REA to rehabilitate the roadway to eliminate the need for a weight restriction. (There is no guarantee that the road will not be posted in the future if conditions warrant.)

An example REA can be found in **Appendix P**.

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## Section 7 - Inspections

### Section Overview

*This section describes the following aspects of the Posting and Bonding Process:*

- *Initial Inspection – prior to permit issuance, gives a baseline of existing roadway conditions*
- *Interim Inspection – can be done at any time while the permit is open if there are suspected damages*
- *Final Inspection – completed upon request to close out the permit*

### Initial Inspections

*The Purpose of an Initial Inspection*

The initial inspection can be the most crucial part of the Posting and Bonding Process.

Initial inspections are used to determine the baseline conditions of the posted road(s), or portion of road(s), and associated roadway features (i.e., drainage, guiderail, etc.). The inspection will also be used to note the existing deficiencies for which the hauler will not be liable. Without a thorough initial inspection, a municipality will not have any standing to collect additional security or support their argument if a dispute arises.

*The Timing of an Initial Inspection*

The initial inspection will be performed on a posted road prior to any hauling activity by the proposed hauling User. The hauler will submit a permit application for a specific route. The municipality will then schedule and conduct the initial inspection within fifteen (15) calendar days after the hauler's EMA has been submitted.

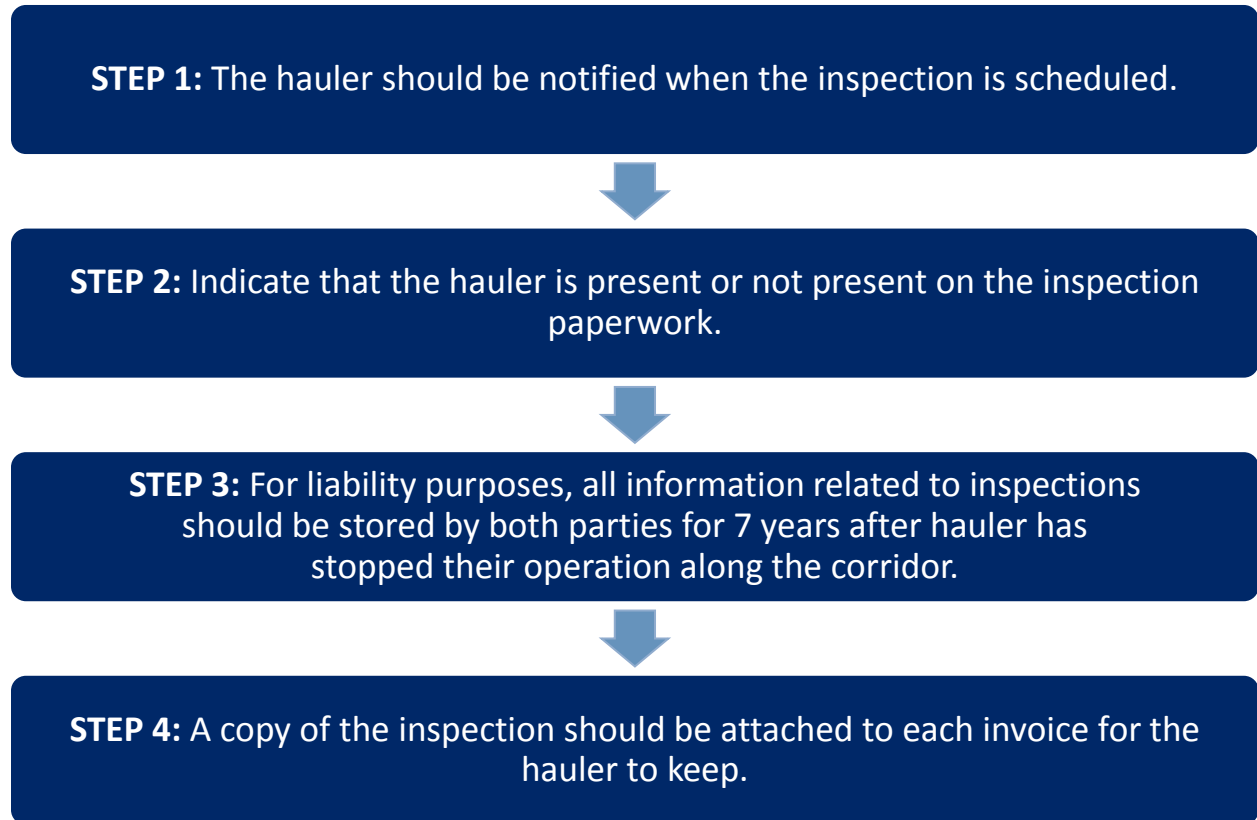
Exceptions to the fifteen (15) day timetable for the inspections include, but are not limited to, adverse weather, holidays, and municipal staffing/resources.

*Required Attendance at the Initial Inspection*

The initial inspection should be conducted jointly by the municipality and the hauler. The municipality may conduct the initial inspection independently if the hauler is not available during the scheduled time of inspection. A copy of the inspection should be provided to the hauler and kept on file at municipal offices.

## Initial, Interim, and Final Inspection Procedures

The following general guidelines should be followed by the municipality and the hauler while conducting the initial, interim, or final inspection.



**Figure 5: Step-by-Step - Inspections**

### *Initial Inspection Checklist*

The municipality should take extensive notes, videos, and pictures of the corridor to document the existing conditions. Photographs of typical roadway structural conditions are included below as another tool to be used during the inspection process:



**Figure 6: Pavement Damage Examples**



Additional guidance for photos and documentation is included in **Appendix Q**. The form for inspections is included in **Appendix R**. Municipalities should utilize the guidance provided in **Appendix S** when identifying and documenting pavement conditions on the inspection form. The recommended **minimum** initial inspection requirements by the municipality include:

### Initial Inspection Video Requirements:

- Video of both directions of the roadway should be recorded
  - Verbally annotate the starting and ending location
- Store the videos ensuring they include the following information:
  - Roadway or roadway section (intersecting roads or some other recognizable landmark)
  - Direction of roadway
  - Date and hauler name

### Initial Inspection Photo Requirements:

- Photo of each damage type (shoulder damage, alligator cracking, rutting, etc.)
- Provide scale in each photo (e.g., place another object like a tape measure in the photo to give a better idea of the size of the damaged area)
- Store the photos ensuring they include the following information:
  - Roadway or roadway section (intersecting roads or some other recognizable landmark)
  - Direction of roadway
  - Date and hauler name

### Initial Inspection Documentation Requirements:

- Utilize standard statewide inspection form ([M-4902ISP](#))
- Ensure the following information is provided:
  - General information at the top of the form
  - Describe areas of deterioration
  - Presence of posted bridges along route
  - Title of all videos and photos associated with the inspection
  - Estimates of repair quantities or costs
  - Signatures by the municipal representative and the hauler (if present)
- Store the documents ensuring they include the following information:
  - Roadway or roadway section (intersecting roads or other recognizable landmark)
  - Direction of roadway
  - Date and hauler name

### Initial Inspection Costs

The municipality may recover the costs of the all inspections from the hauling User(s). Charges are dependent on the actual costs incurred by the municipality. [Section 9](#) – Cost Recovery will discuss this in more detail.

### Interim Inspections

An interim inspection is used whenever there is suspected damage during the hauling operation. It may also be conducted during a final inspection request when damages are found. The final inspection is then categorized as interim, because damage repairs are necessary and the permit cannot be closed out. The re-inspection, once repairs are satisfactorily completed, will then be considered the final inspection.

The municipality may, at its discretion, conduct periodic, interim inspections to determine the extent of any repairs for which the hauler may be liable and require immediate attention, and to ensure that the damages do not exceed the amount of security provided. (As discussed previously, the cost of damages should not exceed 75% of the Security bond at any time. Once damages reach this amount, additional security will need to be provided by the hauler.)

The interim inspection(s) should be performed infrequently or when the type or volume of the hauling operation poses an increased risk of roadway damage or threat to public safety. The hauler should be billed for the actual cost of any interim roadway inspections.

For Interim inspections, video is not required, but is suggested unless repairs are extensive and involve a great distance of the roadway. However, photos should be taken during the inspection and it should be documented.



#### **Inspection Form**

**(M-4902ISP)** - PennDOT standard inspection form used for initial, interim, and final inspections of a posted roadway. The form includes basic information about the municipality, posted roadway information, and the hauler bonding the roadway. The form also includes specific information regarding areas of concern based on pavement distress.

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### *Windshield Reviews*

It is recommended that a weekly windshield review be conducted for heavy users such as Unconventional Oil and Gas haulers. Windshield reviews consist of a brief drive through of the roadway currently permitted. Municipalities should look for safety and mobility concerns that exceed the conditions of normal maintenance. This inspection is informal and does not take the place of an Interim Inspection. Instead, it should be used to track damage and trigger an Interim Inspection, when needed.

### **How Often does Excess Maintenance Need to be Performed?**

Once the maintenance responsibility for a posted road is determined, the next step is to clearly define the level of maintenance and restoration for which the hauler is responsible. The final determination of the level of maintenance and restoration should be made by the municipality.

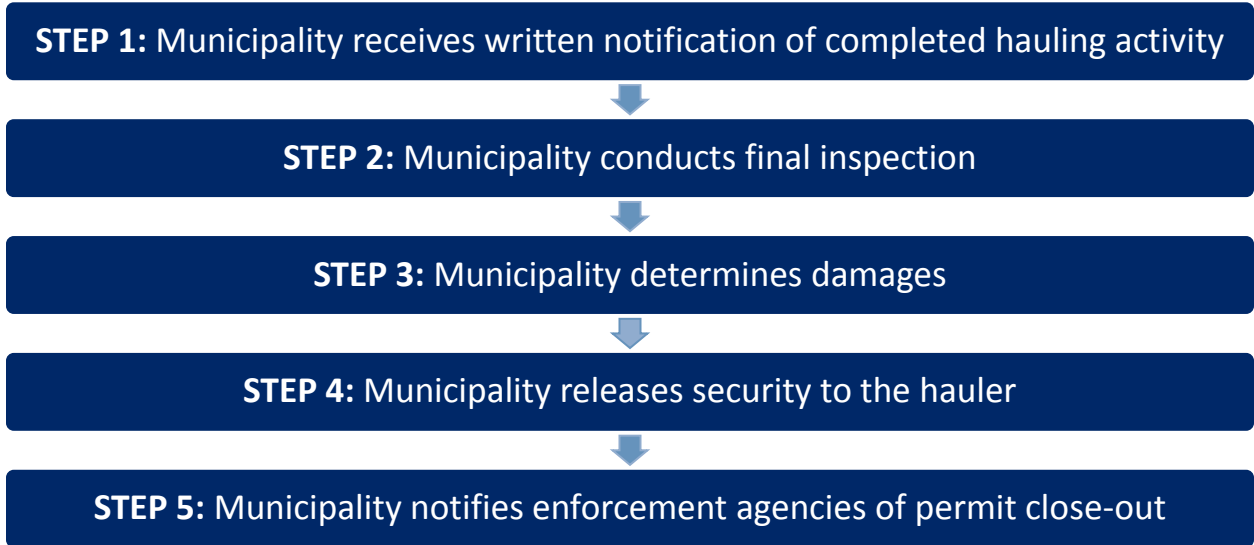
The hauler may request one of the following:

- a) Maintain the roadway to a level consistent with the existing road type as established at the initial inspection. Additional information can be found in [Section 7](#) - Inspections.
- b) Maintain the roadway to a level lower than the existing road type as established at the initial inspection and, at the termination of the agreement, restore the roadway to a level consistent with the existing road type as established at the initial inspection.

At no time should the damages to the road exceed 75% of the bond amount. For example, a hauler signed and executed an EMA with a municipality and provided a bond or security amount of \$10,000 for a posted roadway. However, when the municipality inspected the roadway for damages, they found excess damage that exceeded \$7,500. In this scenario, the municipality should require additional security from the hauler to ensure it covers at least 75% of the damages found during the inspection. Learn more about bond amounts in [Section 2](#) - Excess Maintenance Agreements and Bonding (Security).

### **Final Inspection**

**Figure 7** shows the steps to follow during a Final Inspection.



**Figure 7: Step-by-Step - Final Inspections**

***STEP 1: Municipality receives written notification of completed hauling activity***

The hauling User should provide written notification to the municipality stating that the permitted hauling activity has ended to initiate the permit closeout process.

***STEP 2: Municipality conducts final inspection***

A final inspection of the posted roadway(s) and roadway features (i.e. drainage, guiderail, etc.) will be conducted to determine the extent of any repairs needed to correct damages for which the hauler may be responsible. The inspection checklist from the initial inspection should be used for the final inspection.

***STEP 3: Municipality determines damages***

If repairs are needed on the road or portion of the road, repairs should be made by either the municipality or the hauler based on the EMA. If repairs are completed by the hauler (or their contractor), the municipality should complete a second Final Inspection. If no issues are found, the permit will be closed.

Fees for damages will be collected according to the EMA. The hauler can also be billed for the final inspection cost. Refer to [Section 9](#) - Cost Recovery for more information.

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***STEP 4: Municipality releases security to the hauler***

The municipality should release the security to the hauler under the following circumstances:

- a) Upon written notification by the hauler that their activity on the weight restricted roadway has concluded
- b) All associated invoices were paid in full by the hauler within the last 45 days
- c) All associated obligations were satisfactorily completed

A sample letter for the release of security is included in **Appendix T**.

***STEP 5: Municipality notifies enforcement agencies of permit close-out***

The municipality will notify law enforcement agencies (i.e. state police, local police, etc.) in writing when a permit is closed.

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*Note: A hauler may voluntarily choose to improve a roadway to meet their own needs. The municipality should inspect these improvements to be sure that the improved roadway meets the appropriate PennDOT specifications. Once a roadway is improved, the municipality may need to remove signs for weight limit restrictions and/or repeal ordinance provisions.*

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## Section 8 - Newly Defined User Types Based on Act 89

### Section Overview

*This section describes the following aspects of the Posting and Bonding Process:*

- *The difference between Regular Users and Heavy Users*
- *The difference between Conventional and Unconventional Gas operations*

The passing of Act 89 provided a defined threshold for hauling activities on posted roadways. After Act 89 passed, hauling activity was broken down into Regular Users and Heavy Users. Regular Users and Heavy Users are defined as:

- Heavy Users - 30+ loads/day or 700+ loads/year and substantial risk for causing excess damage to the roadways
- Regular Users - fewer than 30 loads/day or 700 loads/year and moderate to low risk of causing damage to the roadways

### Regular Users vs. Heavy Users Requirements

**Table 5** on page 43 shows the requirements for Maintenance Plans for Regular Users and Heavy Users. A check mark indicates that the municipality requires the user to adhere to the listed item.



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## **Unconventional Oil and Gas Operations vs. Conventional Operations**

Conventional Oil and Gas development is the traditional way to vertically drill for raw natural gas. After a well is drilled, the gas is extracted only by the pressure exerted from the drilling and pumping operation. After a period of time, the gas production will decrease making the well less profitable. If the driller applies methods beyond the classical drill operation or begins to drill horizontally, it becomes an Unconventional Oil and Gas operation.

Unconventional Oil and Gas operations utilize added techniques, beyond the natural pressure exerted from the drilling operation, to extract gas from a well. Unconventional Oil and Gas development allows for horizontal drilling and hydraulic fracturing of rock after a vertical well has been drilled. Conventional Oil and Gas drilling operations only requires about 150-200 trucks, provides less than one million gallons of gas, and lasts about 4-5 weeks. Unconventional Oil and Gas drilling operations require about 800-1,000 trucks, could produce up to 10 million gallons of gas, and can sometimes be drilled and active 24 hours a day for 7 days of the week.

There is a significant difference between the amount of heavy vehicle traffic that is generated at a Conventional Oil and Gas site and an Unconventional Oil and Gas site. This difference could result in more damage to the roadways used to access these drilling operations. Municipalities should be aware of any proposed Oil and Gas operations in their jurisdiction. If municipalities are noticing an influx of damage caused by overweight vehicles, they should consider posting a weight limit before the damage becomes substantial.

**Table 5: Requirements for Maintenance Plans for Regular Users and Heavy Users**

Requirement	Regular Users	Heavy Users
Submit a Maintenance Plan every 12 months for approval.	✓	
Submit a Maintenance Plan every 6 months for approval.		✓
Complete all sections of the standard Maintenance Plan.	✓	✓
Provide supporting engineering contact information in the standard Maintenance Plan.		✓
Provide a list of anticipated sub-contractors and their support service contact information (if Option B is selected for excess maintenance).		✓
Provide color maps of anticipated hauling routes (posted and non-posted roadways) to and from key generation and destination sites. Include anticipated phasing of work and weekly vehicle volumes.		✓
Provide typical repair sections and details in a separate appendix labeled as 'Appendix C' in the standard Maintenance Plan.		✓
Provide typical sections of placing bituminous pavements between October 31 <sup>st</sup> and April 1 <sup>st</sup> .		✓
Provide a pre-approved Maintenance and Protection of Traffic (MPT) contractor contact in Section 1 or a separate appendix labeled as 'Appendix A' in the standard Maintenance Plan.		✓
Provide additional profiles, typical sections, and details for additional consideration in a separate appendix labeled as 'Appendix D' in the standard Maintenance Plan.		✓
Provide a quality control plan including winter sources and waste disposal sites in a separate appendix labeled as 'Appendix E' in the standard Maintenance Plan.		✓



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## Section 9 - Cost Recovery

### Section Overview

*This section describes the following aspects of the Posting and Bonding Process:*

- *Municipal cost recovery for inspections and permit fees*
- *Calculating costs for multiple permittees*

### Municipal Cost Recovery for Inspection and Permit Fees

Municipalities may recover certain costs from the hauler before they issue the permit. The standard Excess Maintenance Agreement (EMA) form, [M-4902EMA](#), states the following:

“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.”

Recovery of costs may include:

- Municipality administrative fees;
- Inspection fees (includes initial, interim, final inspection, and video inspection fees);
- Local equipment fees;
- Property claims fees;
- Third party fees (legal and engineering fees, etc.); and
- Damage costs - Cost of excess damages caused by a specific hauler.

It is highly recommended that municipalities adopt a resolution identifying their fee schedule to stay consistent while invoicing haulers. Cost recovery is only meant to cover a municipality’s expenses to execute a permit. The cost recovery for posting and bonding roadways is not intended to raise funds for a municipality, and should only cover the costs associated with the items listed above (i.e. revenue neutral).

A sample fee schedule and invoice is included in **Appendix U**.

## Administrative Fees

Administrative costs, such as the time to review EMA submittals and permit request applications for the office staff, roadmaster, or Municipal Solicitor can become costly and should be considered when developing the fee schedule for EMAs and permits. The administrative fees also included are the costs associated with producing the permits and postage.

## Cost Recovery for Multiple Permittees

### *Cost Recovery for Inspection Fees and Administrative Fees*

If a bonded roadway has multiple Permittees, the costs can be shared among the haulers. The municipality should invoice the Users based on the percentage of roadway they have bonded. For example:

### Roadway Length = 5 Miles

User A bonds a total of 5 miles

User B bonds a total of 3 miles

User C bonds a total of 1 mile



Total Bonded Length = 9 Miles

### Percent Cost Allocation:

User A =  $(5/9)$  or 56%

User B =  $(3/9)$  or 33%

User C =  $(1/9)$  or 11%

## Damage Repair Costs

Once the damage repairs have been calculated and reviewed by the Municipality and hauler, the damage repair costs can be invoiced to the hauler on Option A EMAs. [Section 10](#) - Damage Cost Estimating explains the determination of the extent of the assessable damages and the process for invoicing the hauler.

## Delinquent Accounts

If the User has not paid in full within the municipality's specified invoice payment window, then the municipality will follow their specified delinquent account process. [Section 10](#) - Damage Cost Estimating outlines some options when haulers fail to adhere to the provisions of the EMA.

## Section 10 - Damage Cost Estimating

### Section Overview

*This section describes the following aspects of the Posting and Bonding Process:*

- *Conduct interim inspections and track damages as they occur*

### How often does Excess Maintenance need to be Performed?

Once the repair responsibility for a posted roadway is determined in the Excess Maintenance Agreement (EMA), the next step will be to clearly define the level of maintenance and restoration for which the User is responsible. The final determination of the level of maintenance and restoration should be made by the municipality. The User may request one of the following:

- Maintain the roadway to a level consistent with the existing road type as established at the time of initial inspection. This is consistent with the \$6,000/\$12,500 per-mile bond amount discussed in [Section 2 - Excess Maintenance Agreement and Security \(Bonding\)](#).
- Maintain the roadway to a level lower than the existing road type as established at the time of the initial inspection and, at the termination of the agreement, restore the roadway to a level consistent with the existing road type as established at the time of the initial inspection. This correlates to the \$50,000 per-mile bond amount discussed in [Section 2 - Excess Maintenance Agreement and Security \(Bonding\)](#). This option is less desirable because it can negatively impact local traffic and emergency vehicles.



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## How does the Municipality Protect its Roads?

Although the security amounts per mile are modest, the municipality can determine when excess maintenance work is required. Whether the permit states Maintenance Option A or Option B, the municipality may require additional security when it determines, at its discretion, that the total assessable damage to date on the posted roadway(s) exceeds 75% of the original security provided by the User.

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*If the damages exceed 75% of the original security provided by a User, that User has an option to stop hauling and complete repair work to reduce the damage cost below 75% or increase their bond amount and continue hauling, so long as the road remains safe and passable as deemed by the municipality.*

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The additional security may be determined by the municipality or through third party estimates including local contractors or PennDOT personnel. If additional security is required, it should be retained by the municipality until all excess maintenance and/or restorations have been completed. Approved types of security can be found in [Section 2](#) - Excess Maintenance Agreement and Security (Bonding).

The Application to Add or Remove a Section of Highway worksheet should be used to assist the municipality in documenting any additional security received by the User. This worksheet is included in **Appendix V**.

If a hauler does not comply by completing sufficient repairs or increasing the security, the permit can be suspended and no hauling shall occur until the conditions are satisfied. Law enforcement is notified by the municipality when a permit is suspended or revoked. The recommended actions taken by the municipality, if a User does not comply with the terms of their EMA, will be discussed later in this section.

## Determine the Extent of the Damages to be Assessed

When determining the amount of the damages to be assessed to haulers on a particular route, the initial and interim inspection forms, video, and photos must be reviewed to determine the severity of the damage. Consideration must be given to the initial condition, amount of exempted local traffic, and any other haulers who currently have the route, or portions of the route, permitted.

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The roadmaster or municipal engineer/consultant engineer should outline the extent of the damaged areas, determine the corrective action needed (e.g. base repair or undercut), and calculate quantities and present them to the hauler(s).

If the User and municipality had previously agreed upon [Option A](#) (municipality performing the maintenance), they may invoice the User for the estimated cost of repairs using either their maintenance unit's latest average monthly maintenance prices or their latest maintenance contract prices. These estimated costs should be computed for all damages noted on the inspection. The municipality should provide a final invoice, or reimbursement for over-payment, for the actual costs after maintenance and/or restoration work has been completed.

#### *Excess Damage - Maintenance Option A*

If maintenance [Option A](#) is selected, the following procedures apply to addressing excess damage:

- It will be the responsibility of the municipality to repair excess damage and invoice the User(s) for all costs associated with the repairs (including any inspection fees) in accordance with the EMA.

#### *Excess Damage - Maintenance Option B*

If maintenance [Option B](#) is selected, the following procedures apply to addressing excess damage:

- If the roadway is deteriorating, the municipality should notify the User in writing of the required repairs and its contractual obligations in accordance with the EMA.

### **Determine Damage Responsibility for Each User**

Once the total damages are calculated, it is time to determine the responsibility of the User(s). If there is only one User with an active permit at the time, that User is responsible for the entire assessable damage amount. When there is more than one hauler with an active permit on the route, the municipality provides each active hauler with the contact information of the others. The haulers are given a reasonable amount of time to work out the degrees of responsibility between themselves. If they cannot agree, then the municipality will assign responsibility and pro-rate the costs appropriately based on documented usage by each hauler.

### *Five-Day Letter*

A Five-Day Letter notifies a User that the municipality performed an interim inspection and determined that there is severe excess damage caused by the User's heavy hauling operation. These letters should be used in extreme cases where the road is no longer safe and passable, and repairs must be made immediately. An example includes heavy rutting (see **Figure 6**) of the pavement that prevents emergency vehicles or local residents from accessing their residences without getting stuck.

A sample Five-Day letter can be found in **Appendix W**. The letter states the following:

- The User has five (5) days to begin repairing the damage.
- Repairs should be performed to the municipality's satisfaction within ten (10) days after starting the repairs.

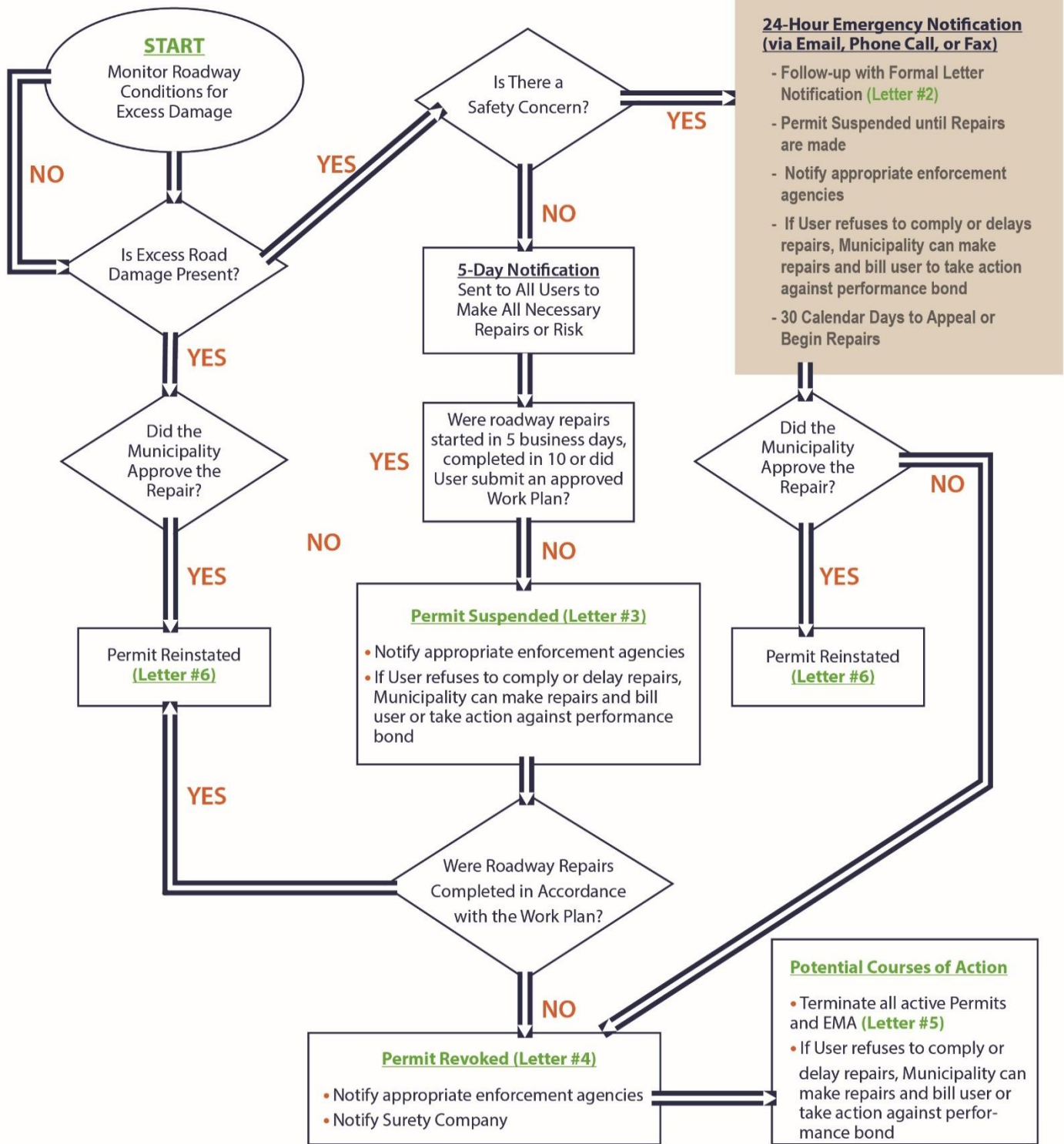
If the User determines that the work cannot be completed within ten (10) days, they can submit a proposed work plan for municipal approval.

### *Determine Next Steps if a User does not comply with EMA Provisions*

If the User fails to comply with any provisions of the EMA, the municipality may at its discretion:

- Notify the User of noncompliance with the agreement.
- Require additional security.
- Require additional plans or details to show how the User will restore compliance with the EMA.
- 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 roadway(s) until the User is in compliance with the EMA.
- 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 roadway(s).
- Elect to maintain or restore the portion(s) of the posted roadway(s) and roadway features (i.e. drainage, guiderail, etc.) with the User reimbursing the municipality for all costs incurred.
- Utilize the provided security to terminate the EMA.
- Implement any other remedies allowed by law.

The municipality should refer to the Permit Suspension and Revocation Remedies in **Figure 8** to determine the recommended course of action. The letter designations in the flow chart (e.g. Letter 2, Letter 3, etc.) correspond to the sample letters found in **Appendix W**.



**Figure 8: Permit Suspension and Revocation Remedies**

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## Section 11 - Documentation

### Section Overview

*This section describes the following aspects of the Posting and Bonding Process:*

- *Length of time documentation should be kept*
- *Types of documentation that should be kept*

### Documentation Retention Times

Municipalities should retain copies of all paper and electronic records relating to their posted and bonded roadway program. Getting in the practice of retaining all records and leaving a paper trail may help to resolve future conflict. **Table 6:** Documentation Retention provides guidance on what items should be retained by a municipality and for how long.

Municipalities should strive to follow the documentation recommendations and organize all information by roadway or hauler so it can be recalled quickly.

### Paper Records vs. Electronic Records

Municipalities should retain all original hard copies (i.e. paper records) for the extent recommended in **Table 6**, especially documents that include original signatures. The municipality, at its discretion, may scan and store paper copies as an electronic version for redundancy. However, at a minimum, the municipality should retain all paper records as noted in **Table 6**.



**Table 6: Document Retention**

Retained Document	Document Retention Times*
Traffic and Engineering Studies	Indefinitely until replaced by a new study
Public Press Releases for Posting Notification	Duration of roadway posting. These should be attached to the Traffic and Engineering Study for the posted roadway.
Letters to Known Users Notifying them of New Roadway Posting	Duration of roadway posting. These should be attached to the Traffic and Engineering Study for the posted roadway.
Applications for Permits Including Right-of-Entry Agreements	Duration of active permit + 7 years after permit close-out
Request for Local Traffic Exemption	Duration of hauling activity
Records of Security, Fees Due/Paid, and Insurance	Duration of active permit + 7 years after permit close-out
Inspection Forms, Videos, and Pictures	Duration of active permit + 7 years after permit close-out
Permit documentation and Request to Close-Out Permit	Duration of active permit + 7 years after permit close-out
Videos and Damage Repair Calculations	Duration of active permit + 7 years after permit close-out
Records of Money Recovered from Excess Damage	Duration of active permit + 7 years after permit close-out
Correspondence Associated with the Request to Close-Out an EMA and Return Security	Duration of active permit + 7 years after permit close-out

*\* If municipalities would like to dispose of any documentation listed in this table before the recommended retention length, they should consult with their township solicitor or PennDOT Municipal Services Representative.*

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## Section 12 - Relationship with Regulatory Authorities

### Section Overview

*This section describes the following aspects of the Posting and Bonding Process:*

- *Notifications to share with law enforcement*

### Recommendations for Municipal Relationships with Law Enforcement

The key to an effective municipal posting and bonding program is ensuring that all parties involved perform their duties according to the recommended practices. For municipalities, that means ensuring they perform the steps and actions outlined in this Publication.

Municipal officials responsible for posting and bonding should also make an effort to build a relationship with their local law enforcement, applicable Pennsylvania State Police (PSP) troop, or the Motor Carrier Enforcement Agency. Communication is a crucial aspect of this process, and is important to have a good working relationship with the people responsible for the enforcement of roadway postings. Officers may request documentation that the road has a valid Traffic and Engineering Study or other documentation prior to a court date. Without this information, citations are often dismissed or reduced. The more documentation a municipality can provide to law enforcement tends to have an impact on how responsive they are.

Municipalities should communicate with their applicable law enforcement agencies (State Police, Local Police, County Police, etc.) to notify them of the following milestones:

- Addition of roadway postings,
- Removal of roadway postings,
- Executed EMAs and Active Permits,
- Five Day Notification Letter,
- Immediate Repairs Needed Letter,
- Permit Suspensions or Permit Revocation,
- Permit Reinstatement,
- Termination of Hauler Agreements or Permit Close-Outs, and
- Excess Damage - Local Status Letter.

**Table 7:** Information to Transmit to Law Enforcement recommends the specific information a municipality should transmit to a law enforcement agency for the abovementioned milestones.

**Table 7: Information to Transmit to Law Enforcement**

Milestone Events	Recommended Information Included in Transmittal to Law Enforcement*
Addition of Roadway Postings	Roadway name, limits of roadway posting, effective date of posting, and weight limit
Removal of Roadway Postings	Roadway name, limits of roadway posting, and effective date of posting removal
Executed EMAs and Active Permits	Hauler name, posted roadway/posted roadway section, and date of executed permit
Five Day Notification Letter	Hauler name, posted roadway/posted roadway section, and date of letter
Immediate Repairs Needed Letter	Hauler name, posted roadway/posted roadway section, and date of letter
Permit Suspensions or Permit Revocation	Hauler name, posted roadway/posted roadway section, and date of suspension or revocation
Permit Reinstatement	Hauler name, posted roadway/posted roadway section, and date of permit reinstatement
Termination of Hauler Agreements or Permit Close-Outs	Hauler name, posted roadway/posted roadway section, and date of agreement termination or permit close-out
Excess Damage - Local Status Letter	Hauler name, posted roadway/posted roadway section, and date of letter

*\*The information listed for each of these milestones is provided in the template letters which can be found in the appendices. It is recommended that the municipality send copies of these letters to law enforcement agencies when they are issued to a hauler.*

## Section 13 - Termination of Security or EMA

### Section Overview

*This section describes the following aspects of the Posting and Bonding Process:*

- *How to handle hauler requests to terminate their EMA*

A hauler or the hauler's bonding agent that is currently engaged in an Excess Maintenance Agreement (EMA) and is permitted to haul with a municipality may request to terminate their security. If this happens, the municipality should review the hauler's EMA and determine if they elected Option A or Option B.



**Bonding Agent** - Company or representative of a company that holds the security or bond for a hauler.

### Hauler Requests to Terminate Their Security with the Municipality - Option A

If the hauler selected Option A (municipality performs the maintenance), the municipality should perform the following actions:

#### *Perform an Inspection and Estimate Damages*

After the request to terminate security has been received, immediately perform an inspection of the bonded roadway section. This will serve to determine the costs for completing excess maintenance repairs. If the road cannot be repaired immediately, a thorough estimate of the repair costs should be completed and sent to the hauler. Refer to [Section 10](#) - Damage Cost Estimating for more information regarding the assessment of hauler damage.

#### *Hauler to Meet the Financial Obligations Determined by Municipality*

If the hauler has not made an attempt to pay the damages in the cost estimate, the municipality should make a formal submission to take action against the hauler's bond prior to the bond's expiration date. Municipalities wishing to take action against a hauler's bond should adhere to the specific bond requirements. In most cases, this entails giving the bonding agent (and the heavy hauler) 10 days' written notice of the municipality's intention to present a claim, in addition to presenting the copy of the security certification statement to the bonding agent.

The security certification statement should be signed by the municipality and state that the hauler has failed to fulfill their obligations under the agreement. This documentation should be submitted to the bonding agent and hauler along with copies of invoices and work backup or a detailed estimate if the work has not been performed. If the hauler challenges the cost of repairs or if the bonding agent feels that the submission does not strictly align with the security, the municipality will have an opportunity to correct any problems and retain the right to collect the security after it expires.

### **Hauler Requests to Terminate Their Security with the Municipality - Option B**

If the hauler selected Option B (hauler performs the maintenance), the municipality should give the hauler immediate written notice that the road should be repaired. If the hauler does not repair the road to the municipality's satisfaction upon receipt of the notice, the municipality should exercise the remedies stated in the EMA (explained in [Section 10](#) - Damage Cost Estimating), and the municipality should restore the roadway on its own and invoice the hauler.

### **Hauler Requests to Terminate Their EMA with the Municipality**

When the hauler wishes to terminate the EMA they should notify the municipality via a completed [Request to Add/Remove Section of Roadway](#) form. The form includes a list of all routes to be removed. The Request to Add/Remove Section of Roadway form can be found in **Appendix V**.

A written notice of intent to terminate on company letterhead is acceptable, but the completed Request to Add/Remove Section of Roadway form should be attached to any letter. All routes to be removed should be listed on the form. The municipality will follow all steps noted in [Section 2](#) - Excess Maintenance Agreements and Bonding to terminate an EMA.

Once all invoices are paid by the hauler, the municipality should send an Approval Letter ([M-4902APR](#)) to the hauler confirming approval which releases the Agreement. The municipality should also send a completed [M-4902-C](#) form, within five (5) business days, notifying the hauler that their security was released.



**[Request to Add/Remove Section of Roadway](#)** - Standard municipality form that is submitted by a hauler to request that a specific roadway or roadway section is added or removed from an existing EMA. The hauler must have an existing EMA executed with the municipality to utilize this form.

## Section 14 - Modification/Removal of Roadway Posting Restrictions

### Section Overview

*This section describes the following aspects of the Posting and Bonding Process:*

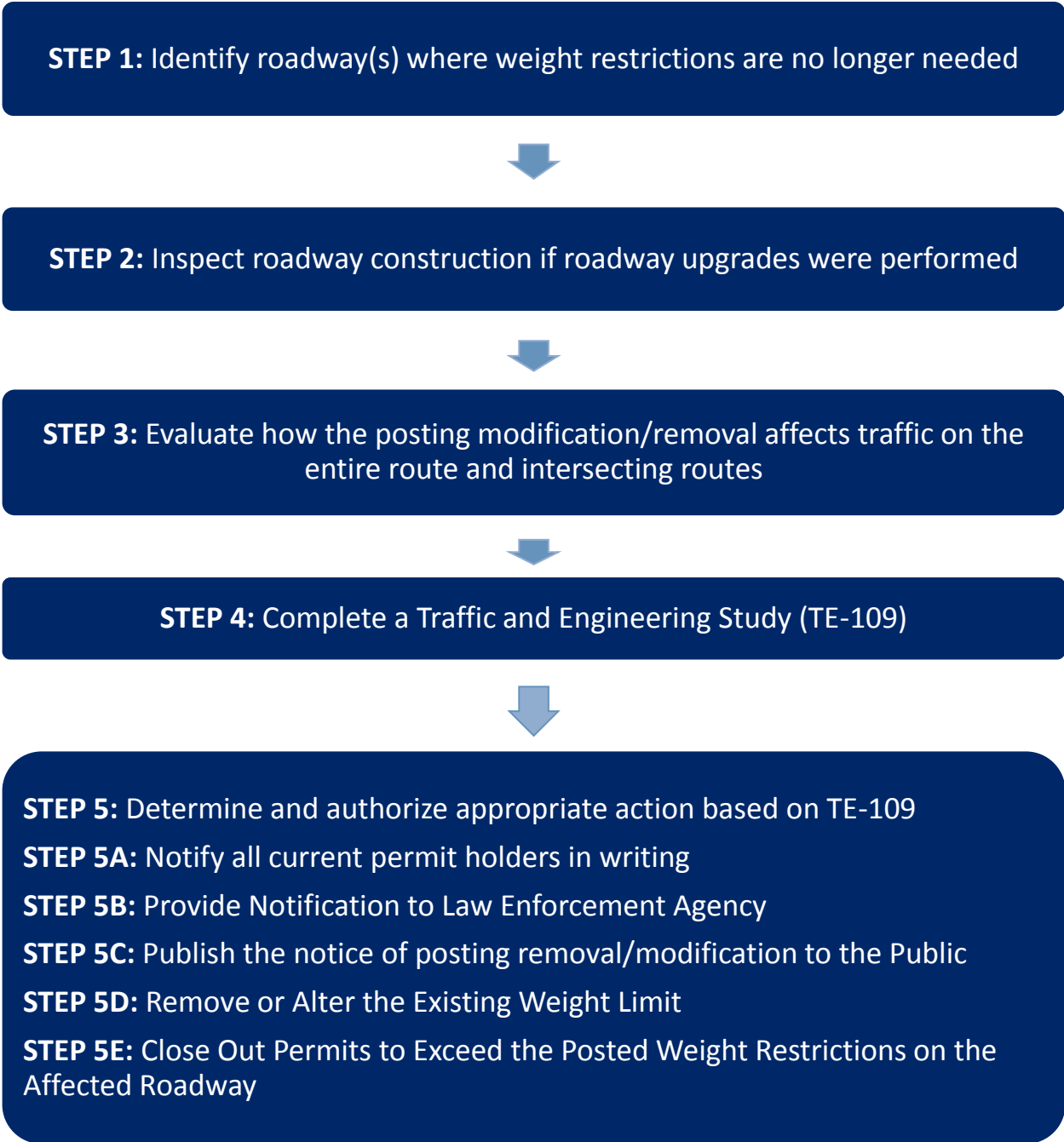
- *How to identify if a roadway weight restriction is no longer needed or needs modified*
- *Steps to follow if a posting needs to be removed or modified*

When the condition(s) that originally justified a posted weight restriction no longer exist due to construction, roadway upgrade, or change in other criteria, the municipality may modify or remove the weight restriction. Weight postings are typically removed when a significant pavement structure has been added to a roadway. Safety postings are much more difficult to remove because the geometry issue or physical constraint must be remedied. Safety postings are often needed for locations with steep hills, sharp curves, or overhead structures with height or width restrictions. These issues are much more difficult to remediate.

### Process for Removing Roadway Posting Restrictions

The steps in **Figure 9: Step-by-Step - Process for Removing Roadway Posting Restrictions** should be followed by the User and municipality to remove a roadway posting.





**Figure 9: Step-by-Step - Process for Removing Roadway Posting Restrictions**

### ***STEP 1 - Identify Roadway(s) where Weight Restrictions are No Longer Needed***

If a hauler feels that a roadway posting is no longer warranted or justified, they may ask the municipality to remove the posting. If a hauler wishes to request a posting removal, they should submit a written request, including justification of the modification/removal, to the municipality.

The municipality may also determine that a roadway posting is no longer valid and begin the process to remove the posting. In all cases, the municipality will make the final decision to remove a roadway posting.

If a hauler requests a weight restriction be modified or removed, the municipality should acknowledge the request in writing within fifteen (15) calendar days of receipt and include an anticipated timeframe to evaluate the request. It will typically take up to thirty (30) calendar days to complete an evaluation (i.e. a Traffic and Engineering Study) of a request. Factors such as inclement weather, seasonal considerations, municipality resource limitations, or ongoing construction may increase the evaluation time.

A Traffic and Engineering Study must be performed for each roadway listed in the justified request.

### ***STEP 2 - Inspect Roadway Construction if Roadway Upgrades were Performed***

If the identified roadway(s) is/are being considered for modification/removal due to an upgrade, the roadway(s) should be inspected to determine the upgrades are acceptable per the approved construction plan and municipality specifications.

The construction should be accepted as documented by a final construction inspection in accordance with PennDOT's [Publication 2: Project Office Manual](#) (Pub 2 Part C) and the applicable Section of PennDOT's [Publication 408: Construction Specifications](#) (Pub 408). If the final inspection and acceptance of construction have not been completed, the request for posting modification/removal should be denied until this is performed.



**Publication 408: Specifications** - PennDOT publication that specifies the approved construction specifications for various types of work that is performed on Commonwealth roadways.



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### ***STEP 3 - Evaluate how the Posting Modification/Removal Affects Traffic on the Entire Route and Intersecting Routes***

The municipality should consider how the posting modification/removal will affect traffic on the entire route and intersecting routes (not just the requested location). This is especially important for roadways or sections of roadways with other posted roadways along the route or along intersection routes. Consideration of this is important because it will help avoid “trapping” overweight vehicles on the route with no place to turn around. For example, a municipality wants to remove the posting on a roadway, but there is an intersecting roadway or another section of the roadway with an active weight posting. In this case, the municipality must ensure that overweight haulers will be able to exit the unposted roadway without using another posted route or posted section.

If the overall evaluation of the request identifies a location which might “trap” a hauler, the municipality may elect to not modify the posting based on traffic operations or provide additional signing along the affected roadways. This includes erecting signs along the unposted route to warn traffic of weight restrictions ahead or weight restrictions on intersecting roadways.

### ***STEP 4 - Complete a Traffic and Engineering Study (TE-109)***

A Traffic and Engineering Study (Form TE- 109) should be completed for the roadway to justify the removal of a posting per the processes and methodologies outlined in PennDOT [Publication 46 \(Traffic Engineering Manual\)](#). This study should demonstrate the weight restriction could be modified or removed based on the Traffic and Engineering Study warrants covered in [Publication 212](#) Section 111.7b (Official Traffic Control Devices). Updated traffic counts and pavement testing may be required as part of the Traffic and Engineering Study. The engineer performing the Traffic and Engineering Study should determine the pavement design life in accordance with [Publication 242: Pavement Policy Manual \(Pub 242\)](#).

### ***STEP 5 - Determine and Authorize Appropriate Action Based on TE-109***

The municipality should, within 15 calendar days of completion of the Traffic and Engineering Study (Form TE- 109), determine and authorize the appropriate action. They should notify the requesting hauler of their decision in writing.

If the municipality determines that posting should be removed/modified based on the results from the Traffic and Engineering Study, the municipality should complete the following steps:

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***STEP 5A - Notify all Current Permit Holders in Writing***

Notify all current permit holders on the affected roadway(s), that the posting will be modified or removed. Send a written letter indicating the action (modification or removal of posting), the roadway name, roadway limits, and effective date of posting remove/modification. Municipalities should retain a copy of each letter sent for their records.

***STEP 5B - Provide Notification to Law Enforcement Agency***

The municipality should send written notification of the road being unposted to local law enforcement (PA State Police, county police, municipal police, etc.). The notice should include the roadway name, roadway limits, and the effective date of posting removal/modification. Municipalities should retain a copy of each letter sent to law enforcement for their records.

***STEP 5C - Publish the Notice of Posting Removal/Modification to the Public***

Publish a posting removal notice at least twice in one or more newspapers of general circulation in the municipality in which the road is located. The first notice should be published a minimum of five (5) business days prior to the posting removal.

***STEP 5D - Remove or Alter the Existing Weight Limit***

Remove or alter the existing weight posting signs and/or erect new weight posting signs as necessary at least five (5) business days after the notice is published.

***STEP 5E - Close Out Permits to Exceed the Posted Weight Restrictions on the Affected Roadway***

Close out permit(s) to exceed the posted weight restrictions. Municipalities should send the Permit Close-out Letter to all haulers with open permits on the specified roadway. An example letter can be found in **Appendix X**.

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## Frequently Asked Questions

### ***What is a posted road?***

Any state or locally owned roadway which has a weight restriction established under Section 4902(a) of the Vehicle Code. This section of the vehicle code allows the Commonwealth and local authorities (municipalities) to prohibit certain weight and sized vehicles based on the roadway conditions. The determination of whether a roadway should be posted will be made by a registered professional engineer using an Traffic and Engineering Study (PennDOT Form TE-109).

### ***Why should municipalities follow the posting and bonding procedures outlined in Pub 221?***

PennDOT recommends that municipalities follow the guidance on posted and bonded roadways listed in Pub. 221 because it is consistent with the enforceable Posting and Bonding Procedures already in place for PennDOT's state highway system. If steps are performed incorrectly and the program is administered in an inconsistent manner, the municipality's claims may not hold up when a dispute with a hauler arises. For example, if the initial inspection was not performed (or not performed adequately) before a hauler was granted a permit, the hauler could claim the damages were present before their hauling activity. This could prevent a municipality from properly enforcing the terms and conditions stated in the EMA.

### ***Why can't municipalities rely on handshake agreements with Users?***

Handshake agreements are not legally binding and will not hold up in court if a dispute arises. The municipality should always execute an EMA with a User and issue a permit if the User is causing excess damage.

### ***Is a safety posting or a bridge posting the same thing as a weight posting?***

No. The guidance listed in Publication 221 deals exclusively with weight posting, which prohibits certain weight vehicles based on the roadway conditions. Safety postings prohibit certain weight and sized vehicles on a roadway because of safety or traffic-related concerns, not because of the damage caused by those vehicles. Bridge postings are used to restrict certain weight vehicles because of structural concerns. To post a bridge, for any reason, refer to [Publication 238: Bridge Safety Inspection Manual](#) (Pub. 238).

### ***How does the posting regulation apply to bridges?***

Bridges can only be included in the posting regulations if they are part of a posted roadway. Otherwise, bridge postings are determined using guidance provided in [Publication 238: Bridge Safety Inspection Manual](#).

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### ***Why must roads be posted?***

Municipalities should post a roadway if they notice any of the following conditions exist:

- Poor pavement structure that will not sustain increased hauling
- The road's pavement or shoulders are already weakened due to deterioration, high traffic volumes, or climatic conditions, and pavement analysis or engineering judgement shows that the pavement is at risk of being even more seriously damaged unless vehicles over a certain weight are prohibited.
- An analysis previously performed on a roadway with similar climate conditions (temperature, precipitation, etc.) indicates that a certain weight vehicle should be prohibited from the roadway. For example, if a study was previously performed on a roadway with similar weather patterns and that study recommended a weight restriction on the road with similar conditions.

### ***Who determines if a road is posted?***

The authority that has jurisdiction over the roadway determines if the road should be posted. PennDOT is responsible for state roadways (i.e. any roadway with an SR designation), and municipalities are responsible for local roadways.

### ***How much notice will the hauler receive regarding the posting of roads?***

The general public and known haulers that utilize a future posted roadway will be given two (2) weeks' notice prior to a roadway posting. The municipality will publish the notice at least twice in one or more newspapers in the municipality where the roadway is being posted.

### ***What is Seasonal Posting?***

Seasonal Postings are utilized in cases where the road's structural analysis indicates permanent postings may not be necessary. In most cases, seasonal postings are related to the winter months where the freeze/thaw damage cycle is most prevalent. However, Seasonal Postings are not necessarily limited to weather-related periods. Engineering judgement may impact the decision and the final determination will be the responsibility of the municipality or the municipal engineer.

### ***Who is qualified to conduct and complete a Traffic and Engineering Study?***

Traffic and Engineering Studies must be completed by a Professional Engineer (PE) registered in the Commonwealth of Pennsylvania.

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### ***What is bonding?***

When a hauler bonds a roadway, the hauler agrees to be responsible for any damages arising from its hauling. Bonding can be provided by a performance bond issued by an insurance company or irrevocable letter of credit. Other forms of security can be reviewed on a case-by-case basis at the municipality's discretion. Municipalities should consult with their township solicitor if any questions arise regarding a User's security/bond.

### ***What amount of security funds must be provided for bonding posted roads?***

- \$6,000 per linear mile for unpaved roadways
- \$12,500 per linear mile for paved roadways
- \$50,000 per linear mile for a paved roadway that the municipality allows to revert back to an unpaved condition

The hauler who occasionally travels over many different posted roadways in one county or municipality may provide \$10,000 security for each county or municipality. The hauler is responsible for restoration of damaged roadways before the agreement can be terminated and the security released. The security amounts are established in Chapter 189 of Pennsylvania Code Title 67 and cannot be altered by the municipality.

### ***What is Excess Maintenance?***

Excess maintenance is the maintenance required in excess of a municipality's normal routine maintenance due to over-posted-weight vehicles damaging the roadway. Excess maintenance activities include, but are not limited to, repairing shoulders that are pushed and heaved due to hauling, repairing crushed pipes, patching a wheel-depressed road surface, repairing extensive potholes, and performing base repairs under the pavement.

### ***What is an Excess Maintenance Agreement (EMA)?***

An EMA legally binds a User to be financially responsible for the excess maintenance and repair of roads directly damaged due to haulers' activity on roads that exceed posted limits. Executing an EMA is only the first step in allowing a User to haul in excess of the posted weight limit. In addition to an EMA, Users must also obtain a permit for a specified roadway or section of roadway.

### ***Why is it necessary for the hauler to execute an EMA?***

The general taxpayer is not required to pay for excess maintenance costs resulting from the effects of hauling on secondary roadways. The additional maintenance costs for roadways subjected to hauling are the responsibility of those who cause the damage.

---

### ***What types of permits are available as part of an EMA?***

- **Type 1 Permit** - Authorizes the use of a posted roadway (or portion of a roadway) by an over-posted-weight vehicle belonging to the hauler and is valid only when carried in the over-posted-weight vehicle(s).
- **Type 2 Permit** - Authorizes the use of a posted roadway (or portion of a roadway) by over-posted-weight vehicles and is valid only when conspicuously displayed at the Permittee's place of business. A copy of the permit should also be carried onboard.
- **Type 3 Permit** - Provides authorization for over-posted-weight vehicle use of several specified posted roadways (or portions of roadways) in a municipality. This permit does not provide blanket authorization to exceed posted weight restrictions throughout the municipality covered by the agreement. A Type 3 Permit is valid only when carried in the over-posted-weight vehicle belonging to the hauler.

### ***Who determines the condition of the road prior to the execution of an EMA?***

The municipality and the hauler conduct an on-site inspection of the posted roadway prior to the execution of an EMA. The hauler's responsibilities and bonding requirements will be determined at the conclusion of the inspection and documented in the initial inspection form.

### ***What is the responsibility of the hauler under the EMA?***

The hauler must pay for all excess maintenance repair costs. The hauler may choose from one of two options to repair the roadway. They include Option A or Option B:

- **Option A** - The municipality or its contractor can repair the roadway and invoice the hauler for the work.
- **Option B** - The hauler or its contractor can make the repairs

### ***For what fees can municipalities invoice a User while an EMA is active?***

Municipalities can recover the following costs from Users:

- Municipality administrative fees
- Inspection fees (includes initial, interim, final inspection; and video inspection fees)
- Local equipment fees
- Property claims fees
- Third party fees (legal and engineering fees, etc.)
- Damage costs - Cost of excess damages caused by a specific hauler

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***How can a hauler be certain that it will be responsible for only excess maintenance repairs?***

Before the EMA is executed, an on-site inspection of the posted roadway is conducted. During this inspection, municipal officials and representatives from the hauling company will complete a detailed report documenting the condition of the roadway including pictures and video. Copies of the inspection report are made available to the hauler.

For the duration of the hauling activity, the municipality will continue to be responsible for normal maintenance work. The hauler is not responsible for repairing the existing condition of the roadway.

***What happens if more than one hauler uses the same posted road?***

If two or more haulers are permitted on the same posted roadway, they should determine among themselves how the excess maintenance responsibility for the roadway should be divided. If the haulers cannot come to a mutual agreement, the municipality will determine the relative responsibility for each hauler.

***What recourse does a permitted hauler with an agreement have if they discover that another hauler is traveling over a road without an agreement and permit?***

The municipality, in conjunction with their respective law enforcement agency (Pennsylvania State Police or Local Police), is responsible for administering and enforcing the program, and they will contact any hauler committing possible violations. If a permitted hauler suspects that an unpermitted hauler is violating weight restrictions, it is their responsibility to report it to the Pennsylvania State Police and the municipality.

***How will the municipality know if they hold enough security (bond) from a User?***

The municipality should conduct interim inspections to determine the state of the posted roadway and monitor excess damages. The municipality should either invoice the User for the damages or issue a letter stating that the roadway has excess damages and the User must commence repairs. During the damage assessment, the municipality should determine if the damages exceed 75% of the original security provided by the User. If the damages exceed 75% of the original security provided by a User, the User has an option to stop hauling and complete repair work to reduce the damage cost below 75% or increase their bond amount and continue hauling so long as the road remains safe and passable as deemed by the municipality.

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***Who is responsible for the enforcement on municipal roads?***

The municipality is responsible for administering the posted and bonded roadways program. They are encouraged to form a working relationship with their respective law enforcement agencies (Pennsylvania State Police or Local Police) and provide the appropriate documentation regarding a roadway posting or its bonded Users.

***If local traffic is damaging the municipality's roads, can the municipality restrict hauling?***

Municipalities can restrict local hauling by issuing a notice to the local hauler stating that their activity is no longer designated as "local" and is causing excess damage to the posted roadway. The letter instructs the hauler to execute an EMA with the municipality and obtain a permit to haul on the specified roadway.

***What options do hauling companies have for paying for road repairs?***

Under the bonding agreement, haulers have two choices when paying for excessive maintenance: either the hauler or its contractor may repair the road, or the municipality may repair the road and invoice the hauler for the work.



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# Appendix

## A. PennDOT District Municipal Services Representative Contacts

A large rectangular graphic with a dark blue background. The text is white. The right side of the graphic is divided into three triangular sections by diagonal lines: a gold triangle at the top, a green triangle in the middle, and a dark blue triangle at the bottom.

### APPENDIX A

### PennDOT District Municipal Services Representative Contacts

## PennDOT District Municipal Services Representatives Contact List

District	Counties	Municipal Services Supervisor	Municipal Services Specialists
1-0	Crawford Erie Forest Mercer Venango Warren	<b><u>Josh Montgomery</u></b> E: <a href="mailto:joshmontgo@pa.gov">joshmontgo@pa.gov</a> P: 814.678.7124	<b><u>Troy Cyphert</u></b> E: <a href="mailto:tcyphert@pa.gov">tcyphert@pa.gov</a> P: 814.678.5038  <b><u>Jon Wilson</u></b> E: <a href="mailto:jonwilson@pa.gov">jonwilson@pa.gov</a> P: 814.678.5038
2-0	Cameron Centre Clearfield Clinton Elk Juniata McKean Mifflin Potter	<b><u>Randy Albert</u></b> E: <a href="mailto:galbert@pa.gov">galbert@pa.gov</a> P: 814.765.0408	<b><u>Shawn Agosti</u></b> E: <a href="mailto:sagosti@pa.gov">sagosti@pa.gov</a> P: 814.765.0508  <b><u>Matt Kenepp</u></b> E: <a href="mailto:hkenepp@pa.gov">hkenepp@pa.gov</a> P: 814.765.0509  <b><u>Daren Stover</u></b> E: <a href="mailto:dstover@pa.gov">dstover@pa.gov</a> P: 814.765.0589
3-0	Bradford Columbia Lycoming Northumberland Montour Snyder Sullivan Tioga Union	<b><u>Greg Dibble</u></b> E: <a href="mailto:grdibble@pa.gov">grdibble@pa.gov</a> P: 570.368.4239	<b><u>Barry Garverick</u></b> E: <a href="mailto:bgarverick@pa.gov">bgarverick@pa.gov</a> P: 570.368.4240  <b><u>Brian Haight</u></b> E: <a href="mailto:bhaight@pa.gov">bhaight@pa.gov</a> P: 570.368.4241  <b><u>Steven Kehoe</u></b> E: <a href="mailto:skehoe@pa.gov">skehoe@pa.gov</a> P: 570.368.4242
4-0	Lackawanna Luzerne Pike Susquehanna Wayne Wyoming	<b><u>Chris Goetz</u></b> E: <a href="mailto:cgoetz@pa.gov">cgoetz@pa.gov</a> P: 570.963.4117	<b><u>Scott Maciak</u></b> E: <a href="mailto:kmaciak@pa.gov">kmaciak@pa.gov</a> P: 570.963.4053  <b><u>Ed Sumski</u></b> E: <a href="mailto:esumski@pa.gov">esumski@pa.gov</a> P: 570.963.4052

## PennDOT District Municipal Services Representatives Contact List

District	Counties	Municipal Services Supervisor	Municipal Services Specialists
5-0	Berks Carbon Lehigh Monroe Northampton Schuylkill	<u>John Davis</u> E: <a href="mailto:johndavis@pa.gov">johndavis@pa.gov</a> P: 610.871.4151	<u>Charles Paris</u> E: <a href="mailto:chparis@pa.gov">chparis@pa.gov</a> P: 610.871.4152 <u>Jeff Roback</u> E: <a href="mailto:jroback@pa.gov">jroback@pa.gov</a> P: 610.871.4150
6-0	Bucks Chester Delaware Montgomery Philadelphia	<u>Valerie Temino</u> E: <a href="mailto:vtemino@pa.gov">vtemino@pa.gov</a> P: 610.205.6541	<u>Brian Dayton</u> E: <a href="mailto:bdayton@pa.gov">bdayton@pa.gov</a> P: 610.205.6542 <u>Timothy Greco</u> E: <a href="mailto:tgreco@pa.gov">tgreco@pa.gov</a> P: 610.205.6542 <u>Marjorie Parris</u> E: <a href="mailto:mparris@pa.gov">mparris@pa.gov</a> P: 610.205.6540
8-0	Adams Cumberland Dauphin Franklin Lancaster Lebanon Perry York	<u>Scott Lehman</u> E: <a href="mailto:sclehman@pa.gov">sclehman@pa.gov</a> P: 717.787.4839	<u>Joshua Kopp</u> E: <a href="mailto:joskopp@pa.gov">joskopp@pa.gov</a> P: 717.787.4381 <u>Rick Levan</u> E: <a href="mailto:rilevan@pa.gov">rilevan@pa.gov</a> P: 717.787.4378
9-0	Bedford Blair Cambria Fulton Huntingdon Somerset	<u>John Pecze</u> E: <a href="mailto:jpecze@pa.gov">jpecze@pa.gov</a> P: 814.696.7221	<u>Michael Bowser</u> E: <a href="mailto:mibowser@pa.gov">mibowser@pa.gov</a> P: 570.368.4240 <u>George Spinelli</u> E: <a href="mailto:gspinelli@pa.gov">gspinelli@pa.gov</a> P: 814.696.7222

## PennDOT District Municipal Services Representatives Contact List

District	Counties	Municipal Services Supervisor	Municipal Services Specialists
10-0	Armstrong Butler Clarion Indiana Jefferson	<u>Allen Williams</u> E: <a href="mailto:allwilliams@pa.gov">allwilliams@pa.gov</a> P: 724.357.7986	<u>Richard Knapko</u> E: <a href="mailto:rknapko@pa.gov">rknapko@pa.gov</a> P: 724.357.2846  <u>John Poproch</u> E: <a href="mailto:jpoproch@pa.gov">jpoproch@pa.gov</a> P: 724.357.2846  <u>James Schepis</u> E: <a href="mailto:jschepis@pa.gov">jschepis@pa.gov</a> P: 724.357.2943
11-0	Allegheny Beaver Lawrence	<u>Dan Woodall</u> E: <a href="mailto:dwoodall@pa.gov">dwoodall@pa.gov</a> P: 412.429.4809	<u>Barry DeAngelis</u> E: <a href="mailto:badeangeli@pa.gov">badeangeli@pa.gov</a> P: 412.429.4813  <u>Tony Ryan</u> E: <a href="mailto:antryan@pa.gov">antryan@pa.gov</a> P: 412.429.4812
12-0	Fayette Green Washington Westmoreland	<u>Vacant</u> E: N/A P: 724.439.7270	<u>Richard Skovensky</u> E: <a href="mailto:rskovensky@pa.gov">rskovensky@pa.gov</a> P: 724.439.7273  <u>Stephanie Whitlatch</u> E: <a href="mailto:swhitlatch@pa.gov">swhitlatch@pa.gov</a> P: 724.439.7136

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**B. PennDOT TE-109 Form**



**APPENDIX B**

**PennDOT TE-109 Form**

# ENGINEERING AND TRAFFIC STUDY FOR RESTRICTIONS AS TO WEIGHT, SIZE, KIND OR CLASS, OR TYPE OF LOAD BASED ON HIGHWAY, BRIDGE, OR TRAFFIC CONDITIONS



PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK

**NOTE: TE-109 FORM IS TO BE COMPLETED AND APPROVED BY A PROFESSIONAL ENGINEER**

A - LOCATION INFORMATION	
COUNTY:	MUNICIPALITY:
STREET NAME:	
LOCAL ROAD #:	STATE ROAD #:
POSTED SPEED LIMIT (PROVIDE SPEED LIMIT RANGE IF VARIES):	ADT (PROVIDE ADT RANGE IF VARIES):
RESTRICTED BETWEEN: SEGMENT:                      OFFSET:                      TO SEGMENT:                      OFFSET:	
LOCATION:                      TO LOCATION:	

B - REFERENCE INFORMATION	
REFERENCE: Chapter 212	SECTION(S): 212.117(a), (b), (c), (d)
REFERENCE: MUTCD	SECTION(S): 2B.49
REFERENCE: PUB 46	SECTION(S): Chapters 2.4, 11.7.2, and 11.7.3
REFERENCE: Vehicle Code Title 75 Pa. C.S.	SECTION(S): § 4902(a), (b) and 6109(a)(7)(13)
REFERENCE: PA Code Title 67 Pa. C.S.	SECTION(S): Chapters 189, 191, and 193
REFERENCE: PUB 23	SECTION(S): Chapter 15.2
REFERENCE: PUB 238	SECTION(S): Chapter 4
REFERENCE: BRIDGE MGMT. SYSTEM	SECTION(S): Items 4A02, 4A10, 4A15, VP02, VP03, VP04, VP05

C - STUDY ELEMENTS		
<b>FROM PUB 212 APPENDIX:</b>		
<input type="checkbox"/> Crash Analysis (1)	<input type="checkbox"/> Pavement Analysis (11)	<input type="checkbox"/> Traffic Volumes (20)
<input type="checkbox"/> Geometric Review (8)	<input type="checkbox"/> Speed Data (17)	<input type="checkbox"/> Other _____
<input type="checkbox"/> Past Experience (10)	<input type="checkbox"/> Structural Analysis (18)	

D - ATTACHMENTS LISTING		
<b>CHECK THOSE THAT APPLY AND ATTACH TO THIS FORM IN THE ORDER LISTED BELOW:</b>		
<input type="checkbox"/> 1. 10-Day Response Letter	<input type="checkbox"/> 8. Crash Rate	<input type="checkbox"/> 15. STAMPP Identification Data
<input type="checkbox"/> 2. Letter or Memo Requesting Study	<input type="checkbox"/> 9. Collision Diagram Plot	<input type="checkbox"/> 16. Speed Limit
<input type="checkbox"/> 3. Location Map	<input type="checkbox"/> 10. Speed Study	<input type="checkbox"/> 17. Traffic Signal Permit Plan
<input type="checkbox"/> 4. Straight Line Diagram	<input type="checkbox"/> 11. Warrant Analysis	<input type="checkbox"/> 18. Structural Analysis
<input type="checkbox"/> 5. Photographs	<input type="checkbox"/> 12. Multi-Way Stop or Truck Restriction Worksheet	<input type="checkbox"/> 19. Other _____
<input type="checkbox"/> 6. Field View Notes Drawing or Condition Diagram	<input type="checkbox"/> 13. Pavement Analysis	_____
<input type="checkbox"/> 7. Crash Extract	<input type="checkbox"/> 14. Traffic/Pedestrian Volumes	

**Confidential - Traffic Engineering and Safety Study**  
**(For Department Use Only)**

**This document is the property of the Commonwealth of Pennsylvania, Department of Transportation. The data and information contained herein are part of a traffic engineering and safety study. This safety study is only provided to those official agencies or persons who have responsibility in the highway transportation system and may only be used by such agencies or persons for traffic safety related planning or research. The document and information are confidential pursuant to 75 Pa. C.S.3754 and 23 U.S.C. 409 and may not be published, reproduced, released or discussed without the written permission of the Pennsylvania Department of Transportation.**

## E - SITE OBSERVATIONS

### OPERATIONAL CHECKLIST:

1. Do obstructions block a driver's view of pedestrians or approaching vehicles? . . . . .  YES  NO  N/A
2. Do drivers respond correctly to signals, signs, or other traffic control devices? . . . . .  YES  NO  N/A
3. Is there evidence of crashes (*skid marks, property damage, tree/bush damage, broken glass/vehicle parts, etc.*)? . . . . .  YES  NO  N/A
4. Are there violations of parking or other traffic regulations? . . . . .  YES  NO  N/A
5. Do drivers appear confused about routes, street names, or other guidance information? . . . . .  YES  NO  N/A
6. Have you observed the location during peak hours for volume, crash evidence, and traffic operations? . . .  YES  NO  N/A
7. Are there traffic flow deficiencies or traffic conflict patterns associated with turning movements? . . . . .  YES  NO  N/A
8. Are there significant delays and/or congestion? . . . . .  YES  NO  N/A
9. Are there vehicle/pedestrians conflicts? . . . . .  YES  NO  N/A
10. Are there other traffic flow deficiencies or traffic conflict patterns? . . . . .  YES  NO  N/A

### PHYSICAL CHECKLIST:

1. Can sight obstructions be removed or lessened? . . . . .  YES  NO  N/A
2. Do the street alignments or widths adequately accommodate the type of traffic using the roadway? . . . . .  YES  NO  N/A
3. Are curb radii adequate for turning vehicles? . . . . .  YES  NO  N/A
4. Are pedestrian crosswalks properly located? . . . . .  YES  NO  N/A
5. Does the usefulness, message, size, and replacement of the traffic signs conform to standards? . . . . .  YES  NO  N/A
6. Does the placement, visibility, glare, number of signal heads, and timing of the traffic signals conform to standards?  YES  NO  N/A
7. Does the location of the pavement markings conform to standards? . . . . .  YES  NO  N/A
8. Is channelization (islands or pavement markings) adequate for reducing conflict areas, separating traffic flows, and defining movements? . . . . .  YES  NO  N/A
9. Does the existing legal parking layout affect sight distance for through or turning vehicles? . . . . .  YES  NO  N/A
10. Does the pavement condition display any signs of base pushing, cross section deterioration, surface failure (potholes, washboard, slick surface, etc.), or shoulder damage? . . . . .  YES  NO  N/A
11. Does the highway have adequate turning radii, horizontal width, or under clearance? . . . . .  YES  NO  N/A

## F - SITE DATA

DATE DATA COLLECTED:	PERSON CONDUCTING STUDY:	TITLE:
----------------------	--------------------------	--------

### HIGHWAY RESTRICTION: THIS RESTRICTION IS BEING PLACED FOR THE REASON(S) INDICATED:

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

- Geometric Review - The highway has inadequate turning radii, horizontal width, or under clearance at one or more locations and certain vehicle classes, loads or sizes should be prohibited.
- Past Experience- An analysis of highways under similar climatic conditions indicated that certain weight vehicles should have been or should be prohibited from the highway.
- Pavement Analysis- A pavement analysis and/or engineering judgement indicated either existing physical deterioration due to heavy vehicle use or expected future heavy vehicle use requires that certain weight vehicles be prohibited.

Pavement Type: _____	Thickness: _____
General Condition: _____	Adequacy of Drainage: _____
Base Pushing: _____	Cross Section Deterioration: _____
Moderate/Severe Fatigue Failure of Surface: _____	Shoulder Damage: _____
Other: _____	

This traffic engineering and safety study is confidential pursuant to 75 Pa. C.S. 3754 and 23 U.S.C. 409 and may not be disclosed or used in litigation without written permission from PennDOT.

**F - SITE DATA (CONTINUED)**

- Traffic Generators- One or more of the following traffic generators exits or is in the planning and/or development stage and can only be reached by this road:
  - Coal Strip Mining
  - Horizontal Well (i.e. Marcellus Shale)
  - Vertical Gas Wells
  - Water Withdrawal
  - Quarry Operation
  - Manufacturing or Assembly Plant
  - Shopping Mall
  - Water Treatment Facility
  - Warehouse
  - Trucking Terminal
  - Logging
  - Other \_\_\_\_\_

Since pavement analysis, engineering judgement and/or past experiences of like or similar roadways have indicated that certain weight vehicles have or are likely to seriously damage the roadway and/or shoulders, it is likely that one or more of the following type of damage may be incurred:

Base Pushing: \_\_\_\_\_ Cross Section Deterioration: \_\_\_\_\_

Moderate/Severe Fatigue Failure of Surface: \_\_\_\_\_ Shoulder Damage: \_\_\_\_\_

Other: \_\_\_\_\_

**EXISTING BRIDGE RESTRICTION AS PER PUBLICATION 238 (See Note Below):**  
 Does the bridge have poor alignment, or substandard horizontal or vertical clearance? . . . . .  YES  NO  N/A  
 (NOTE: All bridge analysis and restrictions are conducted by the Bridge Unit. Contact District Bridge Unit for verification.)

**G - REMARKS**

Blank area for remarks.

**H - ENGINEERING JUDGEMENT**

Blank area for engineering judgement.

**I - APPROVAL**

<p><b>CONDUCTED &amp; APPROVED BY PROFESSIONAL ENGINEER:</b></p> <p>NAME (PRINT): _____</p> <p>TITLE: _____ DATE: _____</p> <p>SIGNATURE: _____</p>	<p><b>PROFESSIONAL ENGINEER SEAL:</b></p>
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This traffic engineering and safety study is confidential pursuant to 75 Pa. C.S. 3754 and 23 U.S.C. 409 and may not be disclosed or used in litigation without written permission from PennDOT.



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**C. Local Ordinance Example**



**APPENDIX C**

**Local Ordinance Example**

TOWNSHIP OF \_\_\_\_\_  
\_\_\_\_\_ COUNTY, PENNSYLVANIA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE TOWNSHIP  
OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, PENNSYLVANIA,  
IMPOSING RESTRICTIONS AS TO THE WEIGHT OF VEHICLES  
OPERATED UPON CERTAIN TOWNSHIP ROADS; PROVIDING FOR THE  
ISSUANCE OF PERMITS AND THE POSTING OF SECURITY FOR THE  
MOVEMENT OF VEHICLES OF A WEIGHT IN EXCESS OF  
RESTRICTIONS; AND PRESCRIBING PENALTIES FOR VIOLATIONS.

**BE IT ORDAINED AND RESOLVED**, and it is hereby ordained and resolved, by the Board of Supervisors of the Township of \_\_\_\_\_, County of \_\_\_\_\_, and Commonwealth of Pennsylvania, as follows:

**SECTION 1. SHORT TITLE**

This Ordinance shall be known as ‘Motor Vehicle Weight Limitation and Bonding Ordinance of \_\_\_\_\_ Township’.

**SECTION 2. ENACTMENT**

This Ordinance is enacted pursuant to the authority conferred by the “Vehicle Code”, Act of 1976, June 17, 1962, No. 81, Section 1, effective July 1, 1977 (75 Pa.C.S.A. § 101 et seq.), as amended and is intended to include and be subject to all provisions of Section 4902 of the “Vehicle Code”, 75 Pa.C.S.A. §4902 and all Pennsylvania Department of Transportation regulations promulgated under the “Vehicle Code”, by way of illustration and not limitation, under Sections 4902(1) and 6103 (75 Pa. C.S.A. §~4902(f) and 6103).

**SECTION 3. DEFINITIONS**

The following words when used in this Ordinance shall have the following meanings, unless the context clearly indicates otherwise:

*Emergency Vehicle* – a fire department vehicle, police vehicle, ambulance, blood delivery vehicle, Armed Forces emergency vehicle, one private vehicle of a fire or police chief or assistant chief, or ambulance corps commander or assistant commander, or of a river rescue commander used for answering emergency calls, or other vehicle designated by the State Police under section 6106 of the “Vehicle Code” (relating to designation of emergency vehicles by Pennsylvania State Police).

*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* – emergency vehicles and school buses, defined hereinafter, vehicles and combinations or governmental entities and utilities where their contractors are engaged in construction or maintenance on a posted highway or in a location which can be reached only via a posted highway, and vehicles and

combinations going to or coming from a residence or farm located on a posted highway or which can be reached only via a posted highway.

*Motor Vehicle* – any vehicle or combination as defined and/or governed by the “Vehicle Code,” 75 Pa. C.S.A., §101 et seq., as amended.

*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 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. section 4902. *Municipality* – The Department, as to State designated highways and local authorities, as to all other streets and highways.

*School Bus* – a motor vehicle designated for carrying more than ten (10) passengers, exclusive of the driver, and used for the transportation of school children.

#### **SECTION 4. FINDINGS OF THE BOARD OF SUPERVISORS OF \_\_\_\_\_ TOWNSHIP**

The Board of Supervisors has determined and hereby determines based upon weight and size restrictions based on highway conditions and studies and otherwise that the following roads be damaged or destroyed unless the permissible weight of motor vehicles is restricted to the weight limits listed. A complete list of the roads, identified by their Route Number, Road Name, Part of the Road Restricted and Weight Limit, is attached hereto as Exhibit “A” and is made a part hereof.

#### **SECTION 5. VEHICLE WEIGHT LIMITS ESTABLISHED**

(A) Pursuant to the findings under Section 4, supra., and by authority of section 4902 of the “Vehicle Code” and regulations promulgated thereunder, no motor vehicle or combination shall be operated upon any of the roads listed in Section 4 with gross weight in excess of the weight limits listed for said road in Section 4.

(B) Local traffic as defined herein may be exempted from the restrictions imposed under Section (A) above. However, if the Board of Supervisors determines that any local traffic is likely to damage the road, the Board of Supervisors will so notify the registrants of the motor vehicle or combination and will also notify State Police. After two (2) business days following delivery of the notice, or after five (5) days following mailing of the notice, such local traffic vehicles shall not exceed the weight limits except in accordance with Section 6 hereof. Pa.C.S. Title 75 section 4902 (a) states “School buses, emergency vehicles and vehicles making local deliveries or pickups may be exempted from restriction on the use of highways imposed under this subsection.”

#### **SECTION 6. PERMITS AND SECURITY**

Individuals or entities wishing to operate vehicles in excess of established weight limits on restricted weight Township roads may apply for a permit to do so on a form provided by the Township, said permit application will be referred to the Township Roadmaster, Public Works Director, Supervisor, Road Foreman, or other designated decision-maker who shall:

- a) Place the issue on the agenda for a meeting of the Board of Supervisors; and

- b) Consult with the Third-Party Consultant as necessary to determine the amount of security/bond to be posted by the applicant. The amount of security shall be calculated in accordance with Title 67, Chapter 189 of the Pennsylvania Code or its equivalent; and
- c) Present a recommendation to the Supervisors to include the amount of security to be posted by the applicant if the permit is approved.

No permit will be issued until the application is approved by the Board of Supervisors at a scheduled public meeting and, if required, security has been posted with the Township Secretary. The Board of Supervisors may, by resolution, delegate the authority to approve permits and set security to the Roadmaster or other official of the Township.

All actions taken under the authority of this section shall be taken in accordance with the rules and regulations adopted by the Commonwealth of Pennsylvania, Department of Transportation, as found in Title 67 of the Pennsylvania Code.

#### **SECTION 7. ERECTION OF SIGNS**

The Township shall erect or cause to be erected and maintained restriction signs designating the restrictions at the end of the portion of road restricted as provided in this Ordinance. In the case of a restriction on a road which has not begun or ended at an intersection with an unrestricted highway, the Township shall also place an advance informational sign at the intersection nearest each end of the restricted portion of the road which would allow drivers to avoid the restricted portion of road.

#### **SECTION 8. PENALTIES FOR VIOLATION**

Any person operating a motor vehicle or combination upon a road or bridge in violation of a prohibition or restriction imposed under Section 4 shall, upon conviction by a Magisterial District Justice, pay a fine consistent with the applicable section of the Pennsylvania Motor Vehicle Code in effect at the time of the violation.

See the current applicable section of Title 75 is 4902(g)

#### **SECTION 9. SEVERABILITY**

The provisions of this Ordinance are severable. If any sentence, clause, or section of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, or sections of this Ordinance. It is hereby declared to be the intent of the Board of Supervisors of \_\_\_\_\_ Township that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause or section not been included herein.

#### **SECTION 10.**

This Ordinance shall become effective five (5) days after enactment.

#### **SECTION 11. REPEALS**

All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed insofar as they may be inconsistent herewith.

**DULY ENACTED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Board of Supervisors of the Township of \_\_\_\_\_, \_\_\_\_\_ County, Pennsylvania.

BOARD OF SUPERVISORS OF  
\_\_\_\_\_ TOWNSHIP

ATTEST: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

(SEAL)

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Supervisor



---

**D. Sample Notice to Enforcement Agencies**



**APPENDIX D**

**Sample Notice to Enforcement Agencies**

**NOTICE:**

NOTICE OF INTENTION to restrict the gross weight limit on \_\_\_\_\_.  
*Route Name and Number*

Notice is hereby given pursuant to the provisions of Section 4902 and 4907 of Title 75 (Vehicles) of the

Pa. Consolidated Statutes Act. Of June 17, 1976, P.L. 162., as amended, that \_\_\_\_\_ will  
*Municipality Name*

place a \_\_\_\_\_ ton gross-weight limitation on Route No. \_\_\_\_\_, known as \_\_\_\_\_,  
*Weight Limit* *Route #* *Road Name*

from \_\_\_\_\_ to \_\_\_\_\_ in \_\_\_\_\_,  
*Limit of Posted Roadway* *Limit of Posted Roadway* *Township Name*

\_\_\_\_\_ County, Pennsylvania, effective \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
*County Name* *Day* *Month* *Year*

User of the above-named road by over-posted-weight vehicles will be by written agreement and permit

with \_\_\_\_\_.  
*Municipality Name*



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**E. R12-1 Weight Limit Sign**



**APPENDIX E**

**R12-1 Weight Limit Sign**

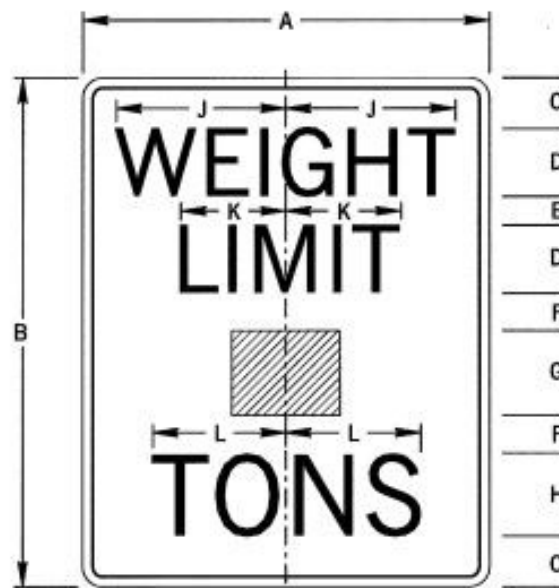
## R12-1

### WEIGHT LIMIT ( ) TONS SIGN

(a) Justification. The Weight Limit ( ) Tons Sign (R12-1) shall be authorized to restrict the weight permitted on a highway or bridge when an engineering and traffic study determines that a restriction is warranted. When used to advise of a weight restriction on a bridge, the Bridge Sign (R12-1-2) shall be mounted directly above the R12-1 sign.

(b) Placement. The R12-1 sign shall be located within 25' of each end of the bridge or section of highway to which it applies (75 Pa.C.S. 4902 (8)). In the case of an extended length of highway, it shall be placed on the right hand side of the restricted highway not more than 25' beyond any intersection so as to be clearly visible from all vehicles about to enter the restricted highway. A supplementary sign may be necessary on the left-hand side of the highway.

(c) Size. The standard size of the R12-1 sign shall be 24" x 30".



DIMENSIONS - IN												
SIGN SIZE A x B	C	D	E	F	G	H	J	K	L	MAR- GIN	BOR- DER	BLANK STD.
24" x 30"	3	4D	1.6	2.2	5E	5D	9.3	6.3	8.3	0.4	0.6	B5-3024
36" x 48"	4.8	6D	2.8	3.8	8E	8D	14	9.6	13.3	0.6	0.8	B5-4836

COLOR:

LEGEND AND BORDER:  
BLACK (NON-REFLECTORIZED)

BACKGROUND:  
WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : *Sh. C. Rowe* Date : 02-29-12  
Chief, Traffic Engineering and Permits Section  
Bureau of Maintenance and Operations

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**F. PennDOT's Standardized Excess Maintenance Agreement (M-4902EMA)**

**APPENDIX F**

**PennDOT's Standardized Excess Maintenance Agreement (M-4920EMA)**

# EXCESS MAINTENANCE AGREEMENT

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK

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 because of the use of over-posted-weight-vehicles, and in accordance with the Maintenance Plan.

**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/or 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. The *Maintenance Plan* is part of this Agreement by reference as through physically attached.

**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 Maintenance Plan.

**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 upgrade) of a posted highway for the purpose of maintaining the facilities in satisfactory operating condition by providing for systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects, and in accordance with the Maintenance Plan.

## 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, and in accordance with all Permits issued under this agreement. 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 part of this Agreement by reference as though physically attached.

### 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 on 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 at the time of the initial inspection. Preventative Maintenance projects to improve the posted highway beyond the existing state of repair may be performed pursuant to the authority granted by this Agreement, but the **POSTING AUTHORITY** may not require a **USER** to upgrade the condition of the posted highway beyond the existing state of repair without the **USER's** consent. The **USER** may be required to provide a Maintenance Plan detailing expected maintenance procedures and related items to be employed by the **USER** and made a part of this agreement 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, at 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 highway(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 highway(s) and appurtenances together with the nature and extent of any repairs needed to correct 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.

### Performance of Excess and Preventative Maintenance and Restoration

6. Excess and preventative maintenance and restoration shall be performed in accordance with maintenance option \_\_\_\_\_.

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

The **USER** shall submit full payment to the **POSTING AUTHORITY** within 60 calendar days from the date of invoice. If the **USER** fails to make full payment, the **POSTING AUTHORITY** may at 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 track all repairs performed and submit a "Weekly Repair Log", including material quantity and location. 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 "F". 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 paragraph 4 above. If the **POSTING AUTHORITY** determines that the **USER** is not maintaining or restoring the portion(s) of the posted highway(s) and appurtenances to the level agreed to in Paragraph 4, 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**.

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 "E".

**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**. This clause shall not be construed to waive the **USER's** due process rights or any rights under the Administrative Agency Law, 2 Pa. C.S §§ 101-754.

#### **Liability of USER**

8. The **USER** shall be liable for all costs of excess and preventative 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 that the **POSTING AUTHORITY** is under no obligation to prove that the **USER** caused the damage.

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.

#### **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) 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.

### **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*, 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.

### **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 excess and preventative maintenance and restoration, the **USER** shall immediately correct any such violation or deficiency and shall cease all excess and preventative maintenance and restoration 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 Executive 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: \_\_\_\_\_  
Signature Date

▼ 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-FA-6.0  
Approved OAG May 1, 2013

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**G. Standard Certificate of Insurance (ACORD)**

**APPENDIX G**

**Standard Certificate of Insurance (ACORD)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	<b>EXCESS LIAB</b>							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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## H. Completed Standard of Care Checklist



### APPENDIX H

### Completed Standard of Care Checklist

## Standard of Care Considerations for Different Road Types

### Dirt or Gravel Roads:

**NOTE:** PennDOT Pub. 343 Continuously Reinforced Concrete and Unpaved Road Condition Survey Field Manual is available on the PennDOT website. PennDOT website is [www.dot.pa.us.gov](http://www.dot.pa.us.gov)

#### • General

Roadway surfaces should be regularly graded to remove potholes, washboards, and ruts. Gravel roads should be maintained to a minimum crown of approximately ½ inch per foot of width, and curves should be bladed in such a manner as to maintain the designed super elevation.

Dirt or gravel road surfaces should be kept free and clear of all large rocks that may appear after normal blading. All approaches to bridge decks and railway crossings will be bladed in such a manner as to ensure that the bridge deck and railway crossing surface is kept clear of all excess material.

Shoulders are to be maintained to allow satisfactory surface drainage and to protect the roadway edge. Edge ruts and shoulder drop-offs are to be repaired to prevent hazardous situations for errant vehicles. Shoulder maintenance (“pulling” or reapplying of gravel that has accumulated on shoulders from travel way) will be done on all gravel roadways on an “as needed” basis. Roadways should be inspected regularly to determine whether pulling shoulders is required. Shoulder maintenance will be required when, the shoulders of the roadway push out, the crown rate of the roadway becomes flatter than 1%, or the cross-section is wider than designed and not properly draining. Typically, shoulder maintenance will be required prior to the commencement of re-gravelling operations.

As a general rule, windrowed, or un-spread gravel will not be left on the roadway overnight. However, in an emergency situation and with the consent of the responsible Municipality, windrowed or un-spread material may be left overnight if adequate warning devices and traffic control measures are implemented.

---

The following is a listing of common distress types and considerations that a Municipality may want to define to assist a user in the development of a maintenance plan.

#### **Rutting**

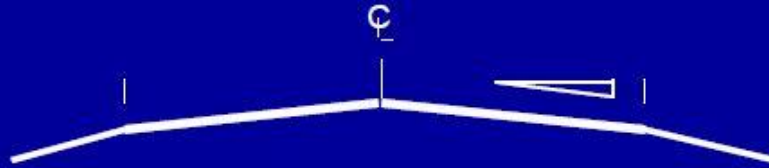
- Minimum depth of rutting resulting from an User’s operations that will trigger repair activities to be implemented
- Acceptable repair actions (do nothing, regrade, add aggregate, etc.)
- Acceptable timeframe for completion of repairs

#### **Base depressions**

- Minimum depth of base depression resulting from an User’s operation that will trigger repair activities to be implemented
- Acceptable repair actions (do nothing, undercut, add aggregate, grade, define compaction requirements, etc.)
- Acceptable timeframe for completion of repairs

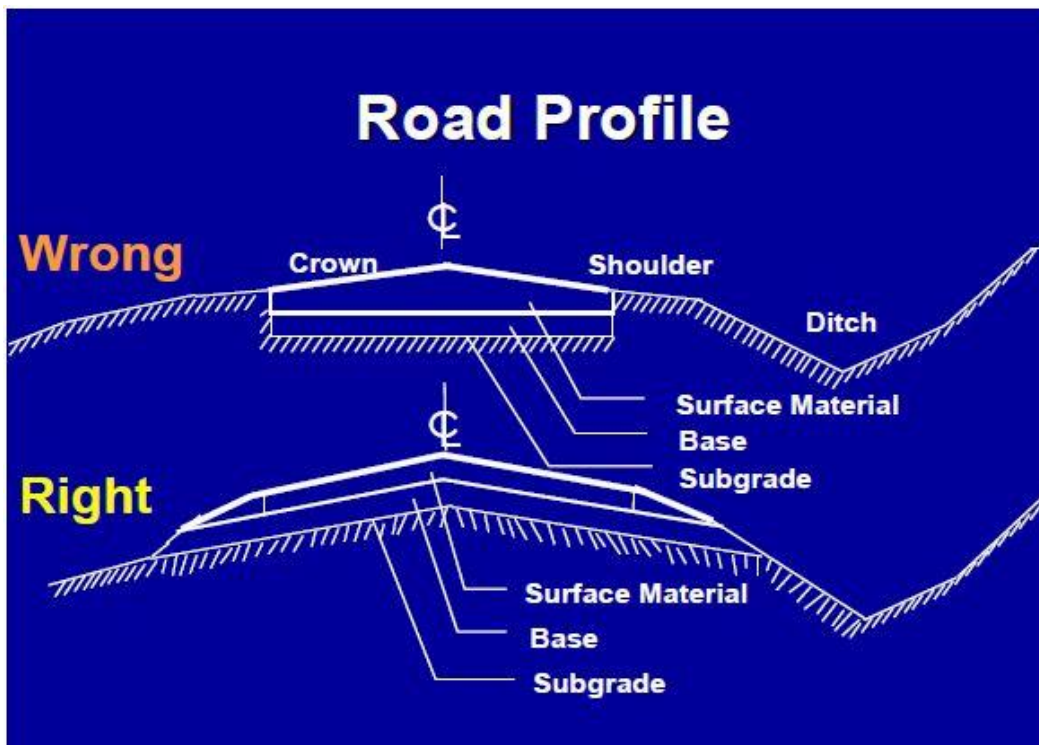
# Surface Drainage

n Crown (flat A shape)



Dirt & Gravel: 1/2" - 3/4" per foot  
(5 - 7.5 inches in 10 feet)

Recommended Cross Section for a Tangent Section of Unpaved Roadway.



### **Pothole Repair**

- Extent of potholing or other roadway damage resulting from an User's operations that will trigger repair activities to be implemented:
- Acceptable repair options (do nothing, regrade, fill and compact, etc.)
- Acceptable timeframe for completion of repairs

### **Widening**

- Type (i.e., rutting, cross-section and/or profile distortion) and extent of damage off edge of travel way resulting from an User's operations that will trigger repair activities to be implemented
- Acceptable repair options (regrade, add aggregate, compaction requirements, etc.)
- Acceptable timeframe for completion of repairs

### **Drainage**

*NOTE:* Drainage channels, ditches, storm sewers, sub-drains, and culverts must be maintained to function at full capacity to prevent or minimize many distress types resulting from poor or inadequate drainage on or beside the road.

- Ditch Lines
  - Periodic maintenance of ditches may be required to ensure that drainage ditches are functional and that they are capable of carrying their design flows. Ditches must be cleaned and/or regraded when damaged by hauling operations or flowline has been changed as the result of sedimentation accumulation. Material removed from ditch lines shall be wasted at sites approved by the Municipality.
  - Flowline profiles must be restored to ensure adequate drainage.
  - Must be done in accordance with Erosion and Sedimentation Control requirements including re-seeding of disturbed areas.
- Culverts
  - Damage (i.e., structural damage, surface depressions and settlement) to lateral and cross-road drainage facilities should be repaired as quickly as possible to preclude coincidental damage to the travel way and shoulders resulting from diminished drainage control. Structural damage posing danger to roadway users shall be repaired immediately. Appropriate traffic control measures shall be implemented until repairs are completed.
  - Hydraulic capacity of replaced or repaired culverts and structures shall be equal to or greater than that in existence prior to repair or replacement operations. Any permits required to affect repair or replacement shall be the responsibility of the User.

### **Dust Control/Abatement**

- Materials used for dust abatement could include:
  - Flake Calcium Products
  - Liquid Chemical Products
  - Petroleum Products
  - Other approved stabilizer
  - Water
- Materials to be used for dust control on local roads shall be agreed to by respective Municipality/municipalities in advance of application.

- Dust control/abatement materials shall be applied at specified times and locations at the direction of respective municipal authority/authorities.
- Materials must be approved in bulletin 15 and/or Pub. 447

**Bituminous Surfaces:**

**NOTE:** A distress Identification Guide that includes pictorial examples and a description of distress severity levels for bituminous and rigid pavements also can be found in [PennDOT Pub. 336 \(Automated Pavement Condition Survey Field Manual\)](#).

**Pothole repair**

Repair considerations:

- Extent (area and/or depth of potholing) that initiates repair response from user.
  - a. Preparation of pothole area (drainage changes if wet; depth of excavation to remove unsatisfactory material, “squaring” of edges, etc.)
  - b. Acceptable materials to be used considering existing pavement type, availability of materials, temporary or permanent repair, cold weather, etc.
  - c. Acceptable repair options (do nothing, saw-cutting of boundaries around potholes, use of tack coat, sealing of edges, compaction requirements, etc.)
  - d. Acceptable timeframe for completion of repairs

**Rutting**

- Minimum depth of rutting resulting from an User’s operations that will trigger repair activities to be implemented (refer to Roadway Damage - Condition Definitions from Pub. 336):
- Acceptable repair options (do nothing, saw-cutting of boundaries around distressed areas, use of tack coat, full depth excavation of existing pavement, seal edges of patch, etc.)
- Acceptable timeframe for completion of repairs

**Fatigue Cracking (with or without surface deformations/depressions)**

- Minimum depth of depression, cracking or breakage resulting from an User’s operations that will trigger repair activities to be implemented (refer to Roadway Damage - Condition Definitions from Pub. 336)
- Acceptable repair procedures (do nothing, saw-cutting of boundaries around distressed areas, use of tack coat, full depth excavation of existing pavement, seal edges of patch, etc.)
- Acceptable timeframe for completion of repair

**Transverse or Longitudinal cracking**

- Minimum width of cracks that will require repair activities to begin
- Acceptable repair procedures (do nothing; seal cracks; rout and seal cracks; seal coat applications, etc.)
- Acceptable timeframe for completion of repair



### **Edge Deterioration (cracking & breakage within 1-foot of road edge)**

- Average crack width, or length or area of distress that will require repair activities to begin.
- Acceptable repair procedures (do nothing; seal cracks; sawcut edges, partial-depth or full-depth repair, seal joint, etc.)
- Acceptable timeframe for completion of repair

### **Raveling/Weathering**

- Area of distress that will require repair activities to begin
- Acceptable repair procedures (do nothing; apply seal coat; partial-depth repair, etc.)
- Acceptable timeframe for completion of repair

### **Shoulder Drop-off**

- Severity levels
  - **Low:** Drop-off from top edge of pavement is less than 1" in depth
  - **Medium:** Drop-off from top edge of pavement is not greater than 1" – 4"
  - **High:** Drop-off from edge of pave is >4"
- Acceptable repair procedures (do-nothing; add shoulder backup, grade and compact; place bituminous overlay; etc.)
- Acceptable timeframe for completion of repair

### **Widening**

- Material requirements
- Construction requirements – depths of excavation, compaction effort, drainage adjustments, etc.
- Spoil area – location and necessary permits responsibility of User unless otherwise specified
- Acceptable timeframe for completion of repair

### **Drainage**

- Ditch Lines
- Culverts (i.e., damage, depressions, settlement)

### **Dust Mud and Control**

- Remove mud, dirt and debris from the pavement surface to avoid damage to vehicles.
- Prevent debris from entering drainage inlets.
- Reduce potential for skidding by increasing traction.
- Remove mud, dirt and debris

### **Sedimentation Control**

### **Bridges**

- a. *Source.* Abbreviated and derived from the AASHTO Manual for Maintenance Inspection of Bridges
- b. *General.*

(1) Bridge inspections are conducted by a certified bridge inspection engineer to determine the physical and functional condition of the bridge; to form the basis for the evaluation and load rating of the bridge, and for analysis of overload permit applications, to initiate maintenance actions; to provide a continuous record of bridge condition and rate of deterioration; and to establish priorities for repair and rehabilitation programs.

(2) Successful bridge inspection is dependent on proper planning and techniques, adequate equipment, and the experience and reliability of the personnel trained and certified to perform the inspection. Inspections should not be confined to searching for defects which may exist, but should include anticipating problems. Thus, inspections are performed in order to develop both preventive as well as corrective maintenance programs.

(3) *Maintenance inspections.* A maintenance inspection consists of a quick visual observation of the bridge by personnel to ensure that nothing obvious has happened to the bridge that could affect its overall safety. Examples of this are: broken structural members or safety railings; leaning or settling piers or abutments; and major debris drift clogging the bridge hydraulic opening. This inspection has no specific requirements for frequency, inspector qualification, or reporting. It is intended only for in-house records and maintenance concerns.

(4) *Special inspections.* A special inspection is an inspection scheduled at the discretion of the bridge owner. It is used to monitor a particular known or suspected deficiency, such as foundation settlement or scour, member condition, and the public's use of a load-posted bridge, and can be performed by any qualified person familiar with the bridge and available to accommodate the assigned frequency of investigation. The individual performing a special inspection should be carefully instructed regarding the nature of the known deficiency and its functional relationship to satisfactory bridge performance. In this circumstance, guidelines and procedures on what to observe and/or measure must be provided and a timely process to interpret the field results should be in place.

The determination of an appropriate special inspection frequency should consider the severity of the known deficiency. Special inspections usually are not sufficiently comprehensive to meet NBIS requirements for biennial inspections.

The results of bridge and major culvert inspections will be used in conjunction with additional detailed inspections to determine maintenance, repair, and construction needs at the project level. M&R alternatives, which will eliminate or reduce the factors that led to the deterioration a structure, shall be developed. Bridge maintenance and rehabilitation alternatives must be reviewed before replacement is considered as an alternative. Project selection should be based on M&R versus replacement and upon lowest life-cycle costs that meet loading and other serviceability factors. Bridge Safety is required by the Surface Transportation Assistance Act (STA) of 1978 (Public Law (PL) 95-599) and 23 Code of Federal Regulations (CFR) 650.315. Safety deficiencies must be addressed immediately by either closing the bridge or correcting the deficiency.

## Distress Type and Maintenance and Repair Alternatives

Distress Types	Gravel or Unsurfaced Road Maintenance Repair Options for Different Severity Levels								
	Do Nothing	Grade Only	Apply Water	Apply Chemical Agent	Increase Chemical Agent Appl. Rate	Re-establish Super-elevation & Transitions	Add 50/50 Mix Calcium Chloride, Agr.	Add Material, Water, Grade, Compact	Excavate, Add Material, Water, Grade, Compact
Dust	L		L	M,H	H				H
Improper X-Section	L	L				M		M	H
Loose Aggregate	L	L,M						M	H
Potholes	L	L,M					M	M	H
Ruts	L	L,M						M	H
Washboarding	L	L,M						M	H

Distress Types	Bituminous Pavement Maintenance Repair Options for Different Severity Levels								
	Do Nothing	Crack Seal	Partial-Depth Patch	Full-Depth Patch	Skin Patch	Pothole Filling	Surface Seal Emulsion Application	Oil and Chip Application	Add Aggregate or Pavement Backup
Alligator Cracking			M,H	M,H			L		
Block Cracking	L	L,M,H						L,M	
Bumps/Dips	L		M,H	M,H					
Base Depressions	L		M,H	M,H	M,H				
Edge Cracking	L	L,M	M,H	M,H					
Longitudinal Cracking	L	L,M,H	H				L	L,M	
Potholes			L	L,M,H		L,M,H			
Ravelling	L		H				L,M	M,H	
Reflective Cracking	L	L,M,H	H						
Rutting	L		L,M,H	M,H	L,M,H				
Shoulder Drop-off	L								M,H
Shoving/Slippage	L		M,H						
Transverse Cracking	L	L,M,H	H				L	L,M	
Washboarding	L		M,H	M,H					

Distress Types	Maintenance Repair Options for Different Severity Levels (All Road Types)				
	Do Nothing	Clean Ditches and Re-establish Flowlines	Clean Ditches, Reshape X-Section, Re-establish Flowline, Clean Culverts	Install U-dra in Larger Culverts	Place Rip-Rap in Erodible Sections
Improper Drainage	L	M,H	M/H	H	H

L: Low Severity  
M: Medium Severity  
H: High Severity

**EXAMPLE Standard of Care Checklist for Bituminous Paved Roads**

**Posting Authority Roadway Deficiency Listing**

**Special Considerations for Users Maintenance Plan**

- Potholes
  - ❖ Repair criteria  
(i.e., # \_\_\_\_\_ of holes per mile, \_\_\_\_\_ depth, \_\_\_\_\_ area)
  - ❖ Response Time
  - ❖ Repair method(s)  
(restoration methods – materials, equipment)
  
- Rutting
  - ❖ Repair criteria  
(i.e., \_\_\_\_\_ depth, \_\_\_\_\_ extent, etc.)
  - ❖ Response Time
  - ❖ Repair method(s)
  
- Base Failure  
(i.e. depressions, pumping, cross-section distortion, etc.)
  - ❖ Repair criteria
  - ❖ Response Time
  - ❖ Repair method(s)
  
- Shoulder Damage  
(i.e. rutting, shoving, etc.)
  - ❖ Repair criteria
  - ❖ Response Time
  - ❖ Repair method(s)
  
- Washboarding (Corrugations), pushing or shoving
  - ❖ Repair criteria  
(i.e., \_\_\_\_\_ depth of corrugations, \_\_\_\_\_ area of damage, etc.)
  - ❖ Response Time
  - ❖ Repair method(s)
  
- Drainage Issues  
(ditchline or culvert damage, sedimentation loads)
  - ❖ Repair criteria
  - ❖ Response Time
  - ❖ Repair method(s)
  
- Other Issues  
(i.e. Local bridges, Winter Maintenance Services, User supplied Message Boards, Safety Issues, etc)
  - ❖ Repair criteria
  - ❖ Response Time
  - ❖ Repair method(s)

**Temporary repairs must be started and completed within 5 working days of notification by Township officials. Broken area should be excavated to a minimum depth equal to the existing pavement thickness and filled with cold mix material during winter operations, or with hot mix bituminous during warm weather. Permanent repairs (to include temporary locations) must be sawcut to form vertical edges, filled with hot mix bituminous base and top material, compacted to densities specified in PennDOT Form 408, and edges sealed.**

**Because of the narrow width of Twp. Rd. T-455, damage to the ditch flowlines can be anticipated. Runoff flow disruption caused by traffic damage, material accumulation, etc. resulting from User operations must be repaired to establish operational flowlines within 3 days of notification by Twp. officials. Unsuitable material removed from ditchlines by excavation and/or regrading operations must be disposed of at an approved waste location.**

**Should it become necessary to restrict traffic to one-lane at any time as a result of the User's operations, work zones complying with the requirements established in PennDOT Publication 213 including signing and flagging procedures must be employed.**

Use additional sheets, if applicable.

NOTE: Materials used must comply with specifications referenced in PennDOT Publication 408 and Bulletin 15, and Traffic Control devices and methods must comply with procedures referenced in PennDOT Publication 213.

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## I. Sample Environmental Component Matrix

A large rectangular graphic with a dark blue background. The text 'APPENDIX I' is in white, bold, uppercase letters. Below it, 'Sample Environmental Component Matrix' is also in white, bold, uppercase letters. The right side of the graphic is divided into two triangular sections by a diagonal line: a gold triangle on top and a green triangle on the bottom.

### APPENDIX I

### Sample Environmental Component Matrix

## ENVIRONMENTAL COMPONENTS MATRIX

This form has been prepared for Primary USERS and/or permittees who are proposing excess maintenance and restoration activities for locally owned roadways under a Municipality's Posting and Bonding program. Information provided in this document will be used by the Municipality to ensure that all relevant resources have been considered during the planning and design of the proposed work. This document is NOT intended to be used for environmental clearance or to replace current permitting procedures.

### PRIMARY USER (permittee) INFORMATION

User/Company Name: _____			
FIS/SSN #: _____		Excess Maintenance Agreement Number: _____	
_____ (INDIVIDUAL LAST NAME)	_____ (FIRST NAME)	_____ (MI)	_____ (SUFFIX)
_____ (ADDITIONAL INDIVIDUAL LAST NAME)	_____ (FIRST NAME)	_____ (MI)	_____ (SUFFIX)
Mailing Address: _____			
(Mailing Address Line 1)		(Mailing Address Line 2)	
City, State and Zip Code: _____			
User Contact Name: _____			
(LAST NAME)	(FIRST NAME)	(MI)	(SUFFIX)
User Contact Title: _____		Phone #: _____	
		(Ext)	
User Contact FAX #: _____		E-mail Address: _____	

**CONTRACTOR INFORMATION\* (If known/applicable)**

Contractor Name: _____			
(LAST NAME)	(FIRST NAME)	(MI)	(SUFFIX)
Contact Title: _____			
Contractor Mailing Address: _____			
(Mailing Address Line 1)		(Mailing Address Line 2)	
Contractor City, State & Zip Code: _____			
Phone #: _____		FAX #: _____	
(Ext)			
E-Mail Address: _____			

**FORM COMPLETED BY\* (consultant information if applicable)**

Project Consultant Name:			
_____			
(LAST NAME)	(FIRST NAME)	(MI)	(SUFFIX)
Consultant Title: _____			
Mailing Address: _____			
(Mailing Address Line 1)		(Mailing Address Line 2)	
City, State, Zip Code: _____			
Phone #: _____		FAX #: _____	
(Ext)			
E-mail Address: _____			

\*If more than one contractor or consultant is involved, include by attaching additional pages.

**PROJECT INFORMATION**

Project Name: _____					
_____	_____	_____	_____	_____	_____
(County)	(Municipality)	(City)	(Boro)	(Twn)	(State)
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Municipal Route/Number: _____					
Roadway Common Name: _____					
Limits of Work	Start: _____	Ending: _____			
Total Length of project: <b>m (ft)</b> _____			Estimated Cost: _____		
Provide the Minimal Proposed Design criteria for Pavement and Shoulder Width:					
_____					
Provide Bridge/Structure BMS Number for any Bridges on this Project:					
_____					
Anticipated Construction Start Date: _____			End Date: _____		

**PROJECT DESCRIPTION:**

Include narrative to describe the general project scope of work. Attach location map(s) and other illustrations as need to adequately describe the project



How many right-of-way parcels must be acquired for this project: \_\_\_\_\_  
Describe extent and locations of acquisitions:

Will temporary construction easements be required for this project?     YES     NO  
Describe extent and locations of easements:

Describe involvement with utilities on this project:

Describe the involvement with any railroad (active or inactive) including all rail lines, crossings, bridges, or signals.:

<p><b>TRAFFIC CONTROL MEASURES:</b> The following traffic control measures will be implemented during construction</p> <p> <input type="checkbox"/> Temporary Bridge(s)      <input type="checkbox"/> Ramp Closure  <input type="checkbox"/> Temporary Roadway      <input type="checkbox"/> Detour (specify below)  <input type="checkbox"/> None      <input type="checkbox"/> Other (specify below) </p>	<p><b>Detours should be clearly shown on map (attached) and discussed, including provisions for pedestrians, bicycles, handicapped and the elderly.</b></p>
<p><b>Traffic Control Narrative Description:</b></p>	

**RESOURCE INFORMATION**

*Indicate whether each resource is present or absent. Briefly discuss potential impacts and related commitments to minimize or mitigate impacts. Attach additional documentation as required to document project impacts and any mitigative measures.*

<p><b>AQUATIC RESOURCES</b></p>
<p><b>1. POTENTIAL DRAINAGE IMPACTS</b></p>
<p>a. List the potential for impacts to streams, rivers, and watercourses.</p>
<p>b. List the potential for impacts to wild or stocked trout streams.</p>
<p>c. Is there a potential for impacts to HQ/EV streams or work within HQ or EV watershed? (If yes, please identify stream and protected use pursuant to 25 PA Code Chapter 93.)</p>
<p>d. List the potential impacts to Federal and/or state wild and scenic rivers and streams.</p>

**2.** List the potential impacts to groundwater resources (i.e. state/county/municipal/local public supply wells, residential wells, well head protection area, seeps/springs, potable water source, sole source and/or exceptional value aquifers).

**3.** List the potential impacts to other surface waters (i.e. reservoirs, lakes, ponds, detention basins, stormwater management facilities, other (describe)).

**4.** List the potential for impacts to wetlands.

**5.** List the potential for impacts to coastal zones.

**6.** List the potential for impacts to regulated floodplains within or beyond the project limits.

**7.** List the effects of soil erosion and sedimentation due to the project's construction activities.

**7a.** Describe Soil Erosion and Sedimentation documentation used for this project.  
(EX: E&S Control Plan, Coordination with County Conservation District, NPDES Stormwater Construction Permit).

**8.** Discuss the potential for impacts to navigable watercourses which requires U.S. Coast Guard coordination or to a waterway which requires an Aids to Navigation Plan.

**9.** List the PA DEP/USACE permits required (be specific).

**10.** What is the potential for temporary or permanent impacts to water trail?

**LAND**

**11.** What is the potential for impact(s) to Agricultural resources (i.e. productive Agricultural land, Agricultural Security areas, Prime Agricultural land, conservation easements, Agricultural zoning, prime or unique soils or statewide or locally important soils)?

**12.** Is there a potential for impact(s) to unique geologic resources? (If Yes, Explain)

**13.** Is there a potential for impact(s) to parks and recreation facilities (national, state, local, other) (If Yes, describe)?

**14.** List any potential impact(s) to state forests or state game lands.

**15.** List any potential for impact(s) to refuges or wilderness, natural or wild areas.

**16.** List any potential for impact(s) to National Natural Landmarks.

**17.** List any potential temporary or permanent impact(s) to hazardous/residual waste site.

**18.** Describe any potential geotechnical concerns.

**WILDLIFE**

19. List the potential for impact(s) to wildlife and habitat which includes sanctuaries, refuges and other resources meriting compensation.

20. List the potential for impact(s) to Federally proposed, candidate or listed; or state listed Threatened & Endangered Species.

**CULTURAL RESOURCES**

21. Describe the potential for impact(s) to historic structures (i.e. historic properties, districts or transportation corridors) or archaeological resources.

**AIR QUALITY AND NOISE**

22. Describe any potential for air quality and noise impacts.

**SOCIOECONOMIC RESOURCES**

23. Describe the potential for impact(s) to public facilities or services, environmental justice areas, displacements or cemeteries.

**TEMPORARY IMPACTS**

24. Describe any temporary project impacts to resources such as: air quality, noise levels, water quality, soil erosion and sedimentation, wetland, agricultural resources, streams, other).

**MITIGATION**

25. Describe any mitigation measures proposed to be implemented for the project.

**CERTIFICATION**

I certify that I have the authority to submit this information on behalf of the USER named herein and that the information provided in this application is true and correct to the best of my knowledge and information.

**Type or Print Name:**

---

(Signature)

(Company/Title)

(Date)

---

**J. Standard Municipal Permit**



**APPENDIX J**

**Standard Municipal Permit**

**PERMIT No.** \_\_\_\_\_

**AUTHORIZATION TO EXCEED A POSTED HIGHWAY WEIGHT RESTRICTION**

Agreement Number: \_\_\_\_\_

Municipality: \_\_\_\_\_  
                                 Name                                Address

Municipal Contact: \_\_\_\_\_  
                                 Name                                Phone #                                Address

USER: \_\_\_\_\_  
                                 Name                                Address

User Contact Information:

\_\_\_\_\_  
                                 Name                                Phone #                                Address

The Municipality has issued the USER a **TYPE** \_\_\_\_\_ permit to exceed the posted gross weight restrictions on the portions of the Municipal highways identified below.

Municipal Road Name/No.	From	To	Miles

(Or attach Exhibit A- Complete Road List)

Total Miles Paved = \_\_\_\_\_; Total Miles Unpaved = \_\_\_\_\_

**Security:** \_\_\_\_\_ in the total amount of \$ \_\_\_\_\_ has been agreed to.  
                                 Type  Security Amount

(Type 1 and 2 permits: \$12,500/mile for paved roads, \$6,000/ mile for unpaved roads, to be maintained at a level consistent with the type of highway or \$50,000/mile for any highway which the posting authority allows to be maintained below a level consistent with the "Type of Highway" (FHWA Pavement Type). Type 3 permits: \$10,000 for each county or municipality covered by the permit.)



**Move Begins:** \_\_\_\_\_ **Move Ends:** \_\_\_\_\_

If Applicable (Type 1 & 3 Permits only)

TRUCK LICENSE \_\_\_\_\_ STATE: \_\_\_\_\_

TRUCK LICENSE \_\_\_\_\_ STATE: \_\_\_\_\_

TRUCK LICENSE \_\_\_\_\_ STATE: \_\_\_\_\_

TRUCK LICENSE \_\_\_\_\_ STATE: \_\_\_\_\_

Below Line for Posting Authority Use

---

**SPECIAL CONDITIONS AND/OR RESTRICTIONS**

Permit is subject to the special conditions and/or restrictions set forth below: (Traffic Control Plan, Maintenance Plan, Environmental Plan,...etc)

The above agreement and permit is approved subject to Section 4902 of the *Vehicle Code, 67 Pa. Code Chapter 189, PennDOT, Pub. 221* and any special conditions or restrictions set forth or attached hereto. This permit does not authorize the permitted vehicle to exceed any legal maximum size or weight. A **Type 1** or **Type 3** permit shall be carried in the permitted vehicle while traveling upon the highway(s) specified above and shall be shown upon demand by the enforcing agency. A **Type 2** permit shall be conspicuously displayed at the USER's place of business. An over-posted-weight vehicle's bill of lading, shipping order, or similar document that shows the USER'S place for business as the destination or departure point is proof that the over-posted-weight vehicle is covered under the USER'S **Type 2** permit.

ISSUANCE DATE \_\_\_\_\_

BY: \_\_\_\_\_

(Municipal Official and Title)

EXPIRATION DATE \_\_\_\_\_

**(12 MONTHS MAX.)**

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**K. Example Local Traffic Documentation**

A large rectangular graphic with a dark blue background. The top right corner is cut off by a diagonal line, revealing a yellow and green triangular area. The text 'APPENDIX K' is written in white, bold, uppercase letters in the upper left portion of the blue area.

**APPENDIX K**

**Example Local Traffic Documentation**

**Sample Bill of Lading:**

- Provide one copy to Carrier
- Fax/email one copy to NRRRA within 2 days
- Keep original for your files

**STRAIGHT BILL OF LADING**

ORIGINAL – NOT NEGOTIABLE

NRRRA Release #

56734

NRRRA Transaction #


NT07325

Date:

2/21/13

ACME Trucking Company

(Name of Carrier)

<b>TO:</b> Consignee		A.A. Paper Mill, Inc.		<b>FROM:</b> Shipper		Anytown Transfer Station	
Town/City		Concord		Address		123 Street, Anytown, NH 12345	
State & Country		NH USA		Signature		<i>Joseph Jones</i> Vehicle #	
No. Shipping Units	HM*	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (subject to correction)	Rate	CHARGES		
10		Bales Cardboard	10,000 lbs. est.				
<p><b>*HAZARDOUS MATERIALS MARK WITH "X" TO DESIGNATE HAZARDOUS MATERIALS AS REFERENCED IN 49CFR/172.202</b>                  When transporting hazardous materials include the technical or chemical name for n.o.s. (not otherwise specified) or generic description of material with appropriate UN or NA number as defined in US DOT Emergency Communication Standard (HM-126C)</p>							
<p>RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the Bill of Lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that they are familiar with all the Bill of Lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for themselves and their assigns. NOTICE: Freight moving under this Bill of Lading is subject to the classifications and lawfully filed tariffs in effect on the date of this Bill of Lading. This notice supersedes and negates any claimed, alleged or asserted oral or written contract, promise, representation or understanding between the parties with respect to this freight, except to the extent of any written contract which establishes lawful contract carriage and is signed by authorized representatives of both parties to the contract.</p>							
AGENT: Northeast Resource Recovery Association				CARRIER: ACME Trucking Company			
 2101 Dover Rd, Epsom, NH 03234 P. (603) 736-4401 F. (603) 736-4402 info@nrra.net				SIGNATURE: Truck Driver to Sign Here			
				DATE: Pick up Date inserted here			

**Sample Shipping Order:**

Company Name

# DELIVERY NOTE

DATE: XX/XX/XXXX

Street Address  
City, ST ZIP Code  
Phone: Phone Fax: Fax

**BILL TO:**

Recipient Name  
Company Name  
Street Address  
City, ST ZIP Code  
Phone: Phone

**SHIP TO:**

Recipient Name  
Company Name  
Street Address  
City, ST ZIP Code  
Phone: Phone

**COMMENTS OR SPECIAL INSTRUCTIONS:**

ITEM CODE	DESCRIPTION	GROSS WEIGHT	NET WEIGHT	QUANTITY

GROSS WEIGHT 0.00

NET WEIGHT 0.00

**THANK YOU FOR YOUR BUSINESS!**

Received By,

\_\_\_\_\_

---

**L. Municipal Local Traffic Letter**



**APPENDIX L**

**Municipal Local Traffic Letter**

**“MUNICIPAL LOCAL TRAFFIC LETTER”**

For use subject to the below listed provisions

**Determination Type**

The municipality has reviewed the anticipated heavy hauling request of the individual or company listed below. As a result of this review, the municipality has determined the hauler is taking the only available route to or from the stated destination and will not cause significant damage to the highway therefore should be considered “Local Traffic” in accordance with the provisions listed below.

**IT IS AGREED:**

This determination may be terminated at any time by the Municipality, acting through the Municipality or the Enforcement Authority, if it has been determined that fraud or abuse of the “Local Traffic” privilege exist.

This designation does not authorize the bearer to exceed any maximum vehicle size or weight limits or Department of Transportation Regulations other than exceeding said posted weight limit.

In order for this “Notice of Determination of Local Traffic” to be valid the original of this document shall be carried in the vehicle while traveling upon the highway specified. “NO PHOTO COPIES ARE PERMITTED” In the absence of this document the user may be subject to fines and penalties.

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

**Maximum Number of Loads**

A maximum of \_\_\_\_\_ load(s) per day with a total not to exceed \_\_\_\_\_ load(s) per week, regardless of the number of vehicles utilized beginning at \_\_\_\_:\_\_\_\_ AM/PM on \_\_\_\_\_, and ending at \_\_\_\_:\_\_\_\_ AM/PM and on \_\_\_\_\_.

**Hauler Information**

Individual/Company: \_\_\_\_\_ EIN/SSN: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Vehicle License Number \_\_\_\_\_

**Route Description**

Township T- \_\_\_\_\_ or \_\_\_\_\_ Weight Limit \_\_\_\_\_ Tons

From: \_\_\_\_\_ To: \_\_\_\_\_

**Certifications**

I, the undersigned hereby certify the information supplied is correct to the best of my knowledge and belief.

**User Signature** \_\_\_\_\_ **User Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**Municipal Signature** \_\_\_\_\_ **User Title** \_\_\_\_\_ **Date** \_\_\_\_\_

Contact for Verification of this determination please contact:

Municipal Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

---

**M. Excess Damage – Local Status Letter**



**APPENDIX M**

**Excess Damage – Local Status Letter**

Date: \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

From: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Re: Excess Damage – Municipal Local Status**

Route Name/Number: \_\_\_\_\_

Agreement Number: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Dear: \_\_\_\_\_,

This letter is to inform you that \_\_\_\_\_ determined during a routine roadway review, that excess damage was found on Route \_\_\_\_\_. An investigation conducted by \_\_\_\_\_ determined that this damage is a result of your over-posted-weight hauling activities. This route is currently posted for a weight limit of \_\_\_\_\_ tons.

As described in 67 PA Code, Section 189.3(b), Local Traffic is defined as:

“Vehicles determined likely to damage highway. If the municipality determines that one or more over-posted-weight vehicles are likely to damage the highway, the municipality 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 §189.4 (relating to use under permit).”

Therefore, in accordance with Section 189.3(b) and as a result of the excess damage, you are required to cease all hauling activities after 2 business days following delivery of this notice, or after 5 days following mailing of this notice. Furthermore, you may be liable for any damages you are found to have caused and may be required to repair the damages documented on the inspection form, which is attached.



In order to continue over-posted-weight hauling activities, you must apply for an Excess Maintenance Agreement with the appropriate required security in order to receive a permit to exceed the posted weight limit. Once the Agreement is fully executed by \_\_\_\_\_, a permit to exceed the posted weight limit will be issued.

Please contact \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ or email at \_\_\_\_\_ within 1 business day to meet and discuss your plan of action and review the results of the inspection form. Do not begin any repair work before calling in advance notification to the contact above.

If you have any further questions or need further assistance on this matter, please contact \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
\_\_\_\_\_

Cc: Pennsylvania State Police - \_\_\_\_\_

Local Police - \_\_\_\_\_

---

**N. Standard Maintenance Plan (M-4902MP)**



**APPENDIX N**

**Standard Maintenance Plan (M-4902MP)**

# MAINTENANCE PLAN

PLEASE PRINT OR TYPE ALL INFORMATION IN BLUE OR BLACK INK

IN ACCORDANCE WITH THE EXCESS MAINTENANCE AGREEMENT(S) INDICATED, THIS MAINTENANCE PLAN DESCRIBES THE USER'S EFFORTS TO:

- MAINTAIN PAVEMENT TO PRE-EXISTING CONDITION
- ENSURE NO DETERIORATION OF PAVED SURFACES TO GRAVEL OR MUD
- MAINTAIN SAFE AND PASSABLE ROAD CONDITIONS
- PREVENT NEGATIVE ENVIRONMENTAL IMPACTS

All USERS shall complete all sections of the Maintenance Plan. In addition, Heavy USERS shall complete all Appendix information as noted (not required for Regular USERS). Additional explanation is available in Publication 23, CH-15.

### Excess Maintenance Agreements

Number(s)	Option

P&B Coordinator in District:

Name:

Email:

## 1. CONTACT INFORMATION

### A – USER & EMERGENCY CONTACTS

Company Name (USER):

Address:

Primary Contact:

Title:

Office Phone:

Mobile Phone:

Email:

24 Hour Emergency Contact:

Title:

Office Phone:

Mobile Phone:

Email:

24 Hour Emergency Contact:

Title:

Office Phone:

Mobile Phone:

Email:

### B – ADMINISTRATIVE CONTACTS

Invoicing Contact:

Title:

Office Phone:

Mobile Phone:

Email:

Permitting Contact:

Title:

Office Phone:

Mobile Phone:

Email:

Maintenance Contact:

Title:

Office Phone:

Mobile Phone:

Email:

### C – PENNDOT ECMS APPROVED CONTRACTOR CONTACT(S)

Company Name (primary):

Address:

Contact:

Title:

Office Phone:

Mobile Phone:

Email:

Company Name (secondary if available):

Address:

Contact:

Title:

Office Phone:

Mobile Phone:

Email:

**Appendix A:** Heavy USERS must provide a list of anticipated sub-contractor and support service contact information.





### 3. ROADWAY REPAIR STRATEGIES

All preventative and excess maintenance repairs shall be in accordance with Publication 408. The Department may require plans, typical sections, or other information for any preventative or excess maintenance project. Projects over 500 feet in length including full width overlays of 3 inches or greater, full depth reclamation, or any widening, shall require Road Upgrade Plans to be submitted to the POSTING AUTHORITY (see Publication 23, CH-15).

#### A – REPAIR STRATEGY

Describe your strategy for maintaining the roadway to its pre-existing condition.

[Appendix C](#): Heavy USERS must provide typical repair sections and details.

#### B – ANTICIPATED REPAIRS AND UPGRADES

Identify any anticipated repairs and upgrades planned for the next 6 months.

ROUTE	START SEG/OFF	END SEG/OFF	START DATE	END DATE	TREATMENT

Describe your process to provide advanced notification to the POSTING AUTHORITY for standard unplanned repairs and 24-hour emergency repairs.

A [Weekly Repair Log](#) (M-4902WRL) shall be submitted to the POSTING AUTHORITY each Monday for the prior week if repairs have been completed. Provide one repair log per roadway. Note: Written approval from the District Executive is required for placing bituminous pavement between October 31 and April 1. Heavy USERS must submit any “winter” typical sections in [Appendix C](#).

#### C – TRAFFIC PLANS AND DETOURS

Describe your process for implementing and monitoring detours as well as Maintenance & Protection of Traffic (MPT). Heavy USERS must provide a pre-approved MPT contractor contact in Section 1 or in Appendix A.

Pennsylvania Typical Application (PATA) drawings must be utilized for MPT (see [Publication 213](#)). Any diversion from the PATA drawings must be pre-approved by the District.

**NOTE:** All detours must be submitted at least 30 days in advance of implementation to allow for District approval/coordination.

#### D – ADVERSE WEATHER HAULING

Describe when and how you will reduce the potential for road damage during freeze/thaw and wet periods.

#### E – LIMITING TRUCK TRAVEL

Describe when and how you will limit hauling during times such as peak hour traffic, special events, school bus stops, and any other times.

**F – MULTIPLE USERS**

*Describe effort (when and how) for coordinating with other permitted USERS to maintain the roadway.*

**G – ADDITIONAL CONSIDERATIONS AND COMMENTS**

*Describe any processes or concerns related to bridges, drainage, utilities, right-of-way, permits, E&S, environment hazards, emergency response, spills, or any other special considerations. The USER is responsible for obtaining the necessary permits required by regulation for all aspects of hauling and roadway repair.*

*Provide any general comments regarding this Maintenance Plan.*

***Appendix D:** Heavy USERS shall provide additional profiles and typical sections, or details as necessary.*

**H – MATERIAL USAGE & QUALITY CONTROL**

*The POSTING AUTHORITY retains ownership of milled material, guiderail, etc., and shall have the final decision as to its usage. Provide any general comments regarding quality control.*

***Appendix E:** Heavy USERS must provide a Quality Control Plan for placement and disposal of bituminous materials including winter sources and waste disposal sites.*

To update or obtain additional information, the District may, at its discretion, request a complete or partial re-submission of the Maintenance Plan at any time. The District may require information in addition to the information requested by this form. Amendments to the Maintenance Plan may be submitted by the USER at any time. At a minimum, Heavy USERS shall submit an updated and signed Maintenance Plan at least once every 6 months on or before October 1<sup>st</sup> and April 1<sup>st</sup> of each calendar year. However, Districts may accept a written notice from the USER if no amendments to the Maintenance Plan are required for the upcoming 6 month period (but not more than once per calendar year). Regular USERS shall submit an updated and signed Maintenance Plan at least once every 12 months at the District’s direction.

PennDOT considers the Maintenance Plan an essential part of complying with the Excess Maintenance obligations (including truck schedules, truck routes, and traffic generators). It is PennDOT’s mission to ensure safety for all USERS and experience no deterioration of existing road and bridge conditions due to heavy truck traffic. In order to achieve this goal, an effective Maintenance Plan must be in place. If a complete Maintenance Plan is not received in a timely manner by promptly addressing a District’s request for information or comments, the District may suspend the USER’s permit(s) thus ceasing authorization for the USER to utilize the weight restricted highway(s). If conditions cannot be maintained in accordance with the EMA, the hauling permit may be suspended until conditions are restored to the level agreed upon and as determined by the initial inspection.

<b>USER CERTIFICATION</b>	
I certify that I am authorized to submit this Maintenance Plan on behalf of the USER named in Section 1.A and the information provided is true and correct to the best of my knowledge and information.	
NAME:	TITLE:
SIGNATURE:	DATE:
COMPANY:	
<b>POSTING AUTHORITY REVIEW AND APPROVAL</b>	
On behalf of the Posting Authority, I have reviewed this Maintenance Plan for completeness. The following Appendix information is provided and acceptable (Y/N): A___ B___ C___ D___ E___.	
Based on hauling activity and risk of damages, this USER is considered a Regular___ Heavy___ USER.	
Additional comments and considerations:	
This Maintenance Plan is Approved ___ Not Approved___.	
NAME:	TITLE:
SIGNATURE:	DATE:
POSTING AUTHORITY:	



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**O. Sample Maintenance Plan Approval Letter**

A large rectangular graphic with a dark blue background. The top right corner is cut off by a diagonal line, revealing a yellow and green background underneath. The text 'APPENDIX O' and 'Sample Maintenance Plan Approval Letter' is written in white, bold, sans-serif font on the blue background.

**APPENDIX O**

**Sample Maintenance Plan Approval Letter**

# MAINTENANCE PLAN - ACCEPTANCE LETTER

---

POSTING AUTHORITY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

USER/PERMITEE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mail Date: \_\_\_\_\_

Municipality: \_\_\_\_\_ Roadway: \_\_\_\_\_

Excess Maintenance Agreement No.: \_\_\_\_\_

Authorization to Exceed Posted Highway Weight Restrictions Permit No.: \_\_\_\_\_

**RE: Maintenance Plan – Acceptance Letter**

Dear \_\_\_\_\_:

We have completed the review of the recently submitted Maintenance Plan dated \_\_\_\_\_, prepared by \_\_\_\_\_ for \_\_\_\_\_ and the submission has been approved.

The approval of the Maintenance Plan allows \_\_\_\_\_ to continue over-posted weight hauling activities in \_\_\_\_\_ for permits issued under Excess Maintenance Agreement Number \_\_\_\_\_. The objective of the Maintenance Plan is to provide a plan to keep bonded roadways safe and passable for the traveling public and to continually maintain and restore the structural integrity of the pavement. Your plan outlines the steps to achieve this objective. If excess damage occurs as a result of your hauling operations, you and your contractor will be expected to follow the approved Maintenance Plan as well as any specific direction from the municipality.

If changes to the Maintenance Plan are required, an updated submission can be made at any time. A complete re-submission of the Maintenance Plan is required on an annual basis.

Should you have any questions, please contact \_\_\_\_\_, Municipal Representative, at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
Municipal Representative

---

**P. Sample Right-of-Entry Agreement**



**APPENDIX P**

**Sample Right-of-Way Entry Agreement**

**Executed Date:** \_\_\_\_\_  
(MUNICIPALITY will enter date)

**Agreement No.** \_\_\_\_\_  
**Federal ID No.** \_\_\_\_\_

**RIGHT OF ENTRY AGREEMENT  
FOR LOCAL GOVERNMENT**

THIS RIGHT OF ENTRY AGREEMENT, made and entered into by and between the

\_\_\_\_\_,  
(Municipality Name)

and

\_\_\_\_\_, with offices located at \_\_\_\_\_  
(Corporation) (Address)

**WITNESS:**

WHEREAS, the MUNICIPALITY and the CORPORATION have agreed to enter into this Agreement for Local highway repair and/or reconstruction at the following locations (the Project):

Local Route (Name and No.)	Beginning Location	Ending Location

WHEREAS, the CORPORATION desires to perform the Project at its sole cost and expense because the Local highway right-of-way is in a condition that is unsuitable for the vehicles and heavy equipment that will use it for access to the CORPORATION's proposed commercial operations; and,

WHEREAS, The CORPORATION has requested that the MUNICIPALITY permit the CORPORATION, its employees, agents, representatives and contractors to enter the municipal (Local) highway right- of-way for the purpose of performing the Project; and,

WHEREAS, the MUNICIPALITY, by reason of its exclusive authority and jurisdiction over all Locally-designated highways *within its legal boundaries*, as conferred by Section 2002(a)(10) of the Administrative Code of 1929, as amended, 71 P.S. § 512(a)(10), its authority to issue permits for the opening of the surface of Local highways, as conferred by Section 420 of the State Highway Law of 1945, 36 P.S. 670-420, and its authority to condition access to weight-restricted Local highways on such undertakings necessary to cover the costs of repair and restoration pursuant to 75 Pa. C.S. 4902, is enabled to authorize and permit the CORPORATION's activities, uses, and entries made pursuant to this Agreement; and,

WHEREAS, the MUNICIPALITY requires that such use of the Local highway right-of-way be subject to a written right of entry.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. The above recitals are incorporated into and made an integral part of this Agreement.
2. The MUNICIPALITY hereby grants the CORPORATION, its employees, agents, representatives, and contractors a right of entry to the Local highway right-of-way consistent with the terms and conditions of this Agreement. The MUNICIPALITY shall be notified at least forty-eight (48) hours before the CORPORATION begins any work within the right-of-way, and the CORPORATION, its employees, agents, representatives, or contractors shall not interfere with MUNICIPALITY operations.
3. All work done, and materials furnished under and by virtue of this Agreement shall conform to and be governed by the plans and specifications prepared by the CORPORATION at its cost and expense and approved by and on file with the MUNICIPALITY. The work shall be subject to the MUNICIPALITY's approval and shall not begin until the approval has been granted. The Project design may be amended only upon written consent of the MUNICIPALITY. For purposes of this paragraph written consent of the MUNICIPALITY may be provided by the MUNICIPALITY's governing body or such other MUNICIPALITY employee as designated by the MUNICIPALITY's governing body. Upon completion of the work, the CORPORATION shall submit a written statement of completion, in a form acceptable to the MUNICIPALITY, which the MUNICIPALITY shall review and sign, if the MUNICIPALITY agrees the Project has been satisfactorily completed.
4. The CORPORATION shall comply with all federal, state, and local laws, regulations, and ordinances in the conduct of its operations within the Local highway right-of-way.
5. Project design and construction shall be in accordance with plans, policies, procedures, criteria and specifications prepared or approved by the MUNICIPALITY, including, but not limited to, the most current versions of the following:

- (i) State Publication No. 70M, *Guidelines for Design of Local Roads and Streets*;

- (ii) State Design Manuals (Publication Nos. 10, 10A, 13M, 14M, 15M, 16M and 24);
- (iii) State Policy Letters;
- (iv) State Form No. 442, *Bureau of Design Specifications for Consultant Agreements*, Division I; and
- (v) State Publication No. 408, *Specifications*, its supplements and amendments.

6. The CORPORATION shall secure all necessary approvals, permits and licenses from all other governmental agencies, as may be required. The CORPORATION's obligations include responsibility for preparing and revising environmental impact statements, environmental assessments, categorical exclusions, environmental reports and other documents required by law or environmental litigation; and the defense of environmental litigation resulting from the planning, design or construction of the Project. At the MUNICIPALITY's request, the CORPORATION shall furnish to the MUNICIPALITY evidence of the approvals, permits, licenses and approved environmental documents.

7. The CORPORATION shall be responsible for accommodating any involved utilities and obtaining permits for any required utility relocation, at the CORPORATION's cost and expense.

8. The CORPORATION covenants and warrants that all work and labor pursuant to this Agreement shall be done and performed in the best and most workmanlike manner and that prompt payment shall be made in full for all labor and materials used in the work; that all of the materials and labor shall conform to the MUNICIPALITY's specifications; and that any sketches and descriptions, as approved or as modified and revised and approved, and the Project itself, at all times, shall be subject to the inspection and approval of the MUNICIPALITY or its representatives. If any of the materials or labor destined for use or used within the Local highway right-of-way are rejected by the MUNICIPALITY as defective, unsuitable, or otherwise contrary to approvals, then those materials shall be removed and replaced with other approved materials; and the labor shall be performed anew to the MUNICIPALITY's satisfaction and approval, at the CORPORATION's cost and expense.

9. The CORPORATION shall provide the MUNICIPALITY with a monthly report on the progress of the Project. The report shall provide information on the amount of work completed, the amount of work remaining to be done, and any problems encountered during the course of work.

10. The CORPORATION shall provide any and all documentation requested by the MUNICIPALITY regarding the construction, including but not limited to all documentation related to compliance with federal, state, and local laws, regulations, and ordinances within seven (7) days of the request by the MUNICIPALITY. The CORPORATION shall permit the MUNICIPALITY representatives to inspect the construction activities, at the MUNICIPALITY's discretion, and shall reimburse the MUNICIPALITY for any and all inspection costs within 30 days after receipt of the MUNICIPALITY's invoice.

11. If the CORPORATION 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 the construction and maintenance of any aspect of the Project, the CORPORATION shall immediately correct any such violation or deficiency and shall cease all operations until the CORPORATION is in full compliance. The CORPORATION shall provide the MUNICIPALITY with written notice of any such notification.

12. The CORPORATION, at no cost to the MUNICIPALITY, shall promptly provide the MUNICIPALITY with copies of all laboratory results and reports compiled by its employees, agents, representatives, or contractors relating to the Project, that show the condition of the soil and the groundwater beneath the State highway right-of-way, or that detail any activity performed by the CORPORATION under this Agreement.

13. All costs incurred with regard to any activities conducted by the CORPORATION, its employees, agents, representatives, and contractors pursuant to this Agreement shall be borne solely by The CORPORATION without contribution by the MUNICIPALITY. The CORPORATION shall be liable for all costs and expenses incurred by the MUNICIPALITY pursuant to this Agreement, including but not limited to costs related to inspections, permitting, plan reviews, and administration. The MUNICIPALITY may bill for these costs periodically and the CORPORATION agrees to pay all invoices promptly.

14. The CORPORATION shall, and shall require its contractor(s), subcontractor(s) and consultant(s) to provide the MUNICIPALITY with a certificate of insurance evidencing coverage of injury, death, or property damage from any or all causes which may arise out of its presence on the Local highway right-of-way in the minimum amounts of two-hundred-fifty-thousand dollars (\$250,000.00) per person and one-million dollars (\$1,000,000.00) in the aggregate (occurrence-based insurance). The Commonwealth of Pennsylvania and the MUNICIPALITY shall be named as additional insured on these policies.

15. The CORPORATION shall, and shall require its contractor(s), subcontractor(s) and consultant(s), to fully indemnify the MUNICIPALITY from any and all liability, loss, or damage that the MUNICIPALITY, its officers, agents and employees may suffer as a result of any and all claims, demands, costs, or judgments of any type made against the MUNICIPALITY as a result of granting this Agreement, including, but not limited to, fines, penalties, claims, demands, costs, or judgments arising from the presence of the CORPORATION, its contractor(s), consultant(s) and/or their officers, agents, and employees or others within the Local highway right-of-way or any work or other actions taken by any of them pursuant to or in violation of this Agreement, or as a result of any failure of any of them to conform to all pertinent statutes, ordinances, regulations, or other requirements of any governmental authority in connection with this Agreement. This provision is intended to include claims, demands, costs or judgments resulting from a negligent act or omission of the MUNICIPALITY, its officers, agents, and employees with respect to this Agreement or the subject thereof. The CORPORATION waives any immunity from liability to the MUNICIPALITY from damages, contribution or indemnity provided by Section 303 of the Worker's Compensation Act, Act of June 2, 1915, P.L. 736, *as amended*, 77 P.S. §481. IT IS THE INTENT OF THIS PROVISION TO ABSOLUTELY ABSOLVE AND PROTECT THE MUNICIPALITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LOSS BY REASON OF THIS AGREEMENT.

The CORPORATION agrees to defend (if requested) the MUNICIPALITY, its officers, agents and employees, against any and all claims brought or actions filed against the MUNICIPALITY, either as an original or an additional defendant, with respect to the subject of the indemnity contained herein in the previous paragraph, whether such fines, penalties, claims or actions are rightfully or wrongfully brought or filed. The CORPORATION hereby waives any and all rights to join the MUNICIPALITY as an additional defendant in any actions arising as a result of the grant of this Agreement. Notwithstanding the foregoing provisions, The CORPORATION agrees that the MUNICIPALITY may employ attorneys of its own selection to appear and defend any claims or actions on behalf of the MUNICIPALITY.

16. The CORPORATION shall assume full responsibility for involved utility facilities as provided by Act of December 10, 1974 (P.L. 852, No. 287) (73 P.S. 176-182), as amended, concerning protection of the public health and safety by preventing excavation or demolition from damaging underground utility facilities.

17. If the CORPORATION, its employees, agents, representatives, or contractors damage the Local highway right-of-way (where damage means any change to the Local highway right-of-way including but not limited to leaving any items on or in the Local highway right-of-way, changing any contour of the Local highway right-of-way, adding any material, pollutant, or contaminant to the Local highway right-of-way by spillage, leaking or by any method), then the CORPORATION shall restore any affected portion of the Local highway right-of-way to a condition acceptable to the MUNICIPALITY.

18. The CORPORATION agrees to reimburse the MUNICIPALITY for any necessary expenses, attorneys' fees, or costs incurred in the enforcement of any part of this Agreement within ninety (90) days after receiving written notice that the MUNICIPALITY has incurred them.

19. This Agreement shall not be considered to be authorization to the CORPORATION or its contractors to encroach on the property of others. If the CORPORATION must enter upon land situated outside the MUNICIPALITY's right-of-way that is owned by a third party, the CORPORATION shall, at its own expense, secure any necessary authorization, release, or right of entry. The CORPORATION shall be required to provide evidence of permission to enter upon an abutting or adjoining property owner's land, if requested by the MUNICIPALITY.

20. Upon satisfactory completion of the Project and acceptance of the work as meeting the MUNICIPALITY's standards and requirements, the MUNICIPALITY shall resume its normal maintenance responsibilities as required under the State Highway Law, and in accordance with existing policies within the MUNICIPALITY.

21. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the CORPORATION shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "A" and made a part of this Agreement. As used in this Agreement, the term "Contractor" refers to the CORPORATION.

22. The CORPORATION shall comply, and shall cause its consultants and contractors to comply, with the *Contractor Responsibility Provisions*, the *Provisions Concerning the Americans with Disabilities Act*, and the *Contractor Integrity Provisions*, which are attached as Exhibits "B", "C", and "D" respectively, and made a part of this Agreement. As used in these provisions, the term "Contractor" means the CORPORATION.

23. The parties agree, and the CORPORATION shall also provide in its contracts and subcontracts for the Project, that all designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work and procedures in general, shall at all times conform to all applicable federal and state laws, rules, regulations, orders and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, non-discrimination, anti-solicitation, information, auditing and reporting provisions. The CORPORATION shall comply, and shall cause its contractors to comply, with the conditions set forth in the *Commonwealth Nondiscrimination/Sexual Harassment Clause*, which is attached as Exhibit "E", and made a part of this Agreement. As used in this clause, the term "Contractor" means the CORPORATION.





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**Q. Recommended Inspection Photos and Documentation**

A rectangular box with a dark blue background. The right side of the box is divided into two triangular sections: a gold triangle pointing towards the top-right corner and a green triangle pointing towards the bottom-right corner. The text is white and positioned on the left side of the box.

**APPENDIX Q**

**Recommended Inspection Photos and  
Documentation**

**Photographic depictions of roadway structural conditions:**



**"Alligator" Cracking  
of roadway surface**



**"Alligator" or "Map" Cracking  
with pothole resulting from loss of  
surface material**



**Base Depression** in right wheel-track of opposing lane of traffic with associated longitudinal and map cracking indicative of base failure



**Base Depression with multiple longitudinal cracks in area of right wheel-track and some minor edge breakage**



**Block Cracking often the result of asphalt "drying out" (aging) or inability of the asphalt to adjust to temperature extremes**



Edge Breakage at shoulder or pavement edges often exists where traffic loading occurs near an unsupported bituminous course





**Edge Cracking caused by unsupported edge, insufficient pavement structure, drainage issues, or heavy traffic loadings at pavement edge**



**Edge Cracking caused by unsupported edge, insufficient pavement structure, drainage issues, or heavy traffic loadings at pavement edge**



Longitudinal Cracking running parallel to the direction of travel and, in this example, Transverse Cracking perpendicular to the direction of travel



**Longitudinal Cracking running parallel to the direction of travel in the area of the right wheel-track, in this example**



**Longitudinal Cracking at the construction joint between the roadway and the shoulder**



**Pushing (Shoving) caused by starting or stopping stresses often the result of poor bond between asphalt courses or unstable material**



**Raveling** is the loss of surface material most often the result of construction defects (dirty aggregate, segregation of material, etc.) or from stripping of asphalt by water getting into the pavement



**Reflective Cracking** that results from cracks in underlying pavement. The regularity of cracks in this example would suggest an underlying concrete pavement.





**Reflective Cracking that results from cracks in underlying pavement. The regularity of cracks in this example would suggest an underlying concrete pavement.**



**Rutting** (severe in this example) that results from heavily-weighted vehicles or high traffic volumes on roads with deficient materials or insufficient pavement structure



**Seeps or Weeping on the surface of the roadway caused by water migrating from beneath the pavement structure or by infiltrating into the pavement at open joints or potholes and becoming trapped between pavement courses**



**Shoulder or Pavement Drop-offs are often the result of traffic operating off the paved surface but can also result from differential settlement or heaving**



**Shoulder or Pavement Drop-offs are often the result of traffic operating off the paved surface but can also result from differential settlement or heaving**



**Transverse Cracks** formed perpendicular to the centerline of road are also known as “thermal” cracks and result from stresses created during expansion and contraction cycles related to temperature variation

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**R. Municipal Inspection Form**



**APPENDIX R**

**Municipal Inspection Form**

# Municipal Inspection Form

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK

Agreement Number: \_\_\_\_\_ Permit Number: \_\_\_\_\_

**Posting Authority Information:**

Municipality: \_\_\_\_\_

Add/Drop Request Date: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

Inspector: \_\_\_\_\_

Bondee: \_\_\_\_\_

Bondee Representative: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Inspection Type: Initial  Interim  Final

Roadway Common Name: \_\_\_\_\_

Beginning Location: \_\_\_\_\_ Ending Location: \_\_\_\_\_

Roadway Type: \_\_\_\_\_ Weight Limit: \_\_\_\_\_ Tons Length in Miles: \_\_\_\_\_

**Legend:**

**Specific Description(s) of Area(s) of Concern:**

- |                        |                         |                       |                                       |
|------------------------|-------------------------|-----------------------|---------------------------------------|
| A = Alligator Cracks   | AP = Asphalt Patch      | BF = Base Failure     | BR = Bridge                           |
| B = Broken             | C = Corrugated/Pushing  | D = Depressed         | DR = Drainage                         |
| DU = Dust/Debris       | ED = Edge Deterioration | FC = Fatigue Cracking | GR = Guiderail                        |
| LV = Leveling          | P = Pothole             | PI = Pipe             | PM = Pavement Marking                 |
| RP = Rutting/Pushing   | S = Signage             | SC = Seal and Chip    | SF = Shoulder Failure                 |
| TC = Transverse Cracks | U = Utility             | V = Vegetation        | M = Multiple Issues (Specify in Text) |

Photos on File: \_\_\_\_\_ Video Recorded: Yes  No

User Present?: Yes  No  Invite Sent?: Yes  No

Begin Offset	End Offset	Length	Width	Side	Description of Area of Concern	Sq Yards (Optional)	Notes

*It is unequivocally understood by all parties that this inspection does not grant permission to the company to begin hauling on 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.*





## 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 general 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.
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 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.*

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**S. Condition Identification Guide of Section 336**



**APPENDIX S**

**Condition Identification Guide of Section 336**

## **CONDITION IDENTIFICATION GUIDE**

## **Profile Data Collection and Processing**

### Description:

Roughness on a traveled surface is the deviations of a surface from a true planar surface with characteristic dimensions that affect vehicle dynamics and ride quality (ASTM E950). It will be estimated by IRI which is calculated from longitudinal profile measurements. A longitudinal profile is the perpendicular deviations of the pavement surface from an established reference parallel to the lane direction.

### Measurement:

Longitudinal profile is measured at least every 6.0 inches in the designated data collection lane for both the outside and inside wheel paths located 69 inches apart.

### Computation:

The International Roughness Index (IRI) is used to indicate the amount of roughness. IRI is an index computed from the longitudinal profile using a quarter-car simulation. The summary statistic to be reported to PENNDOT is the average of both wheel paths. The IRI is summarized and reported every 528 feet.

Note: The profile must also be evaluated on Jointed Concrete Pavements over each slab. The profile is evaluated using a 20-foot moving window. When the distress data indicates a broken slab, the 20-foot summary IRI must be computed to assist in the broken slab severity rating. Refer to the Broken Slab definitions.

Measurement Units: IRI is reported in units of inches/mile (in/mi).

## Rut Depth

### Description:

This condition, which occurs longitudinally along the roadway, is characterized by the distortion of the pavement cross-section, with the wheel paths being lower than the centerline, pavement edge, or the center of the lane.

### Possible Causes:

Rutting on flexible pavements can be caused by base or subgrade failure, which is usually indicated by the presence of fatigue cracking, by shoving of unstable asphalt mixes, or by wear.

Wear is the cause of rutting on rigid pavements. Rutting may be prevalent where studded snow tires are heavily used.

### Rating Procedure:

For all pavement types, rutting consists of longitudinal depressions in one or both wheel paths. Rut depth is measured by laying a string line or straight edge (or software simulation) between the middle of the lane and either lane edge, depending on the wheel path measured. The distance from the bottom of the string line or straight edge to the pavement surface is the measured rut depth for that wheel path. The definition and measurement techniques are the same for all severity levels.

Rutting is collected in both wheel paths independently and reported for each wheel path. For automated equipment, the maximum allowable spacing between rut depth sampling intervals is 30 feet. Sampling performed and reported more often is acceptable. Each sample is assigned to one of the three severity levels described below.

### Severity:

Low	Average Rut Depth $\geq 0.25$ in and $< 0.5$ in
Medium	Average Rut Depth $\geq 0.5$ in and $< 1.0$ in
High	Average Rut Depth $\geq 1.0$ in

### Extent:

Record the length for each severity level. Each wheel path will be recorded separately giving a total possible length of reported rut depth equal to twice the STAMPP segment length.

### Example Reporting:

An 800-foot long STAMPP segment (total: 1600 feet of wheel path) has 300 feet of outside wheel path, medium severity rutting, 200 feet of inside wheel path, medium severity rutting and 350 feet of outside wheel path high severity rutting. The rating for this section is:  
Outside Wheel Path: 150 ft. none, 300 ft. medium severity, 350 ft. high severity;  
Inside Wheel Path: 600 ft. none; 200 ft. medium severity.

## **BITUMINOUS SURFACE PAVEMENTS**

## Fatigue Cracking Description

### Description:

Fatigue cracking is characterized by a series of longitudinal or interconnecting cracks that divide the pavement surface into many sided, sharp angled pieces resembling chicken wire or an alligator's hide. The pieces are less than 1 foot in any dimension. Fatigue cracking usually occurs in wheel paths or other areas subjected to loading. Fatigue cracking is an indication of a structural problem.

### Possible Causes:

Fatigue cracking can be caused by weaknesses in the base or subgrade, which result in the fatigue failure of the asphalt concrete surface under repeated loading.

### Rating Procedure:

Fatigue cracking is collected in both wheel paths on bituminous paved surfaces. The left wheel path data will only be used for MAP-21 reporting requirements. Both wheel paths are evaluated continuously along the STAMPP segment. If the cracks are sealed, the severity level is always low. If the cracks have opened up (missing sealant), rate at the appropriate severity level for the crack width.

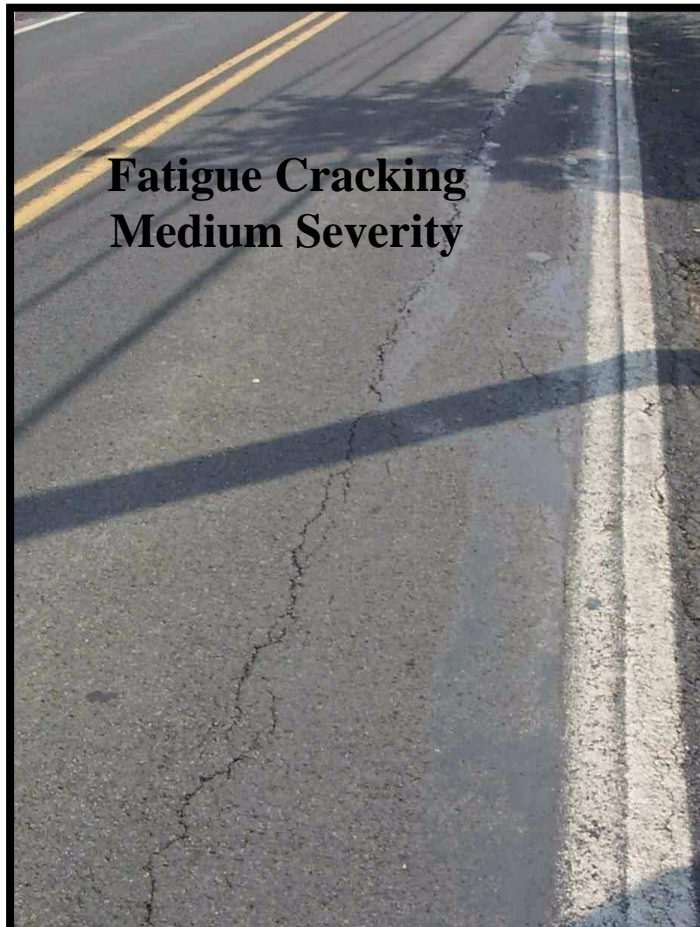
### Severity:

- Low:** Average Crack Width  $\leq$  hairline  
Fatigue cracking consisting of only longitudinal cracks in the wheel path. The size of the crack opening is often referred to as hairline since it is the width of a hair; just barely discernable. This severity rating indicates a pavement is beginning to suffer from structural loading but the cracks do not yet allow water to enter the pavement structure.
- Medium:** Average Crack Width  $>$  hairline and  $\leq 0.25$  in  
Fatigue cracking consisting of longitudinal and interconnecting cracks typically forming a diamond shaped, chicken wire or alligator's hide pattern. The crack width ranges from fine, just over hairline cracking to widths that allow water to penetrate the surface as well as loss of some material from the surface or spalling.
- High:** Average Crack Width  $> 0.25$  in  
Fatigue cracking consisting of longitudinal and interconnecting cracks typically forming a diamond shaped, chicken wire or alligator's hide pattern. The cracks are sufficiently wide to allow water to enter the pavement surface. The width measurement includes loss of surface material or crack spalling.

### Extent:

Record the length of the segment for each severity level.





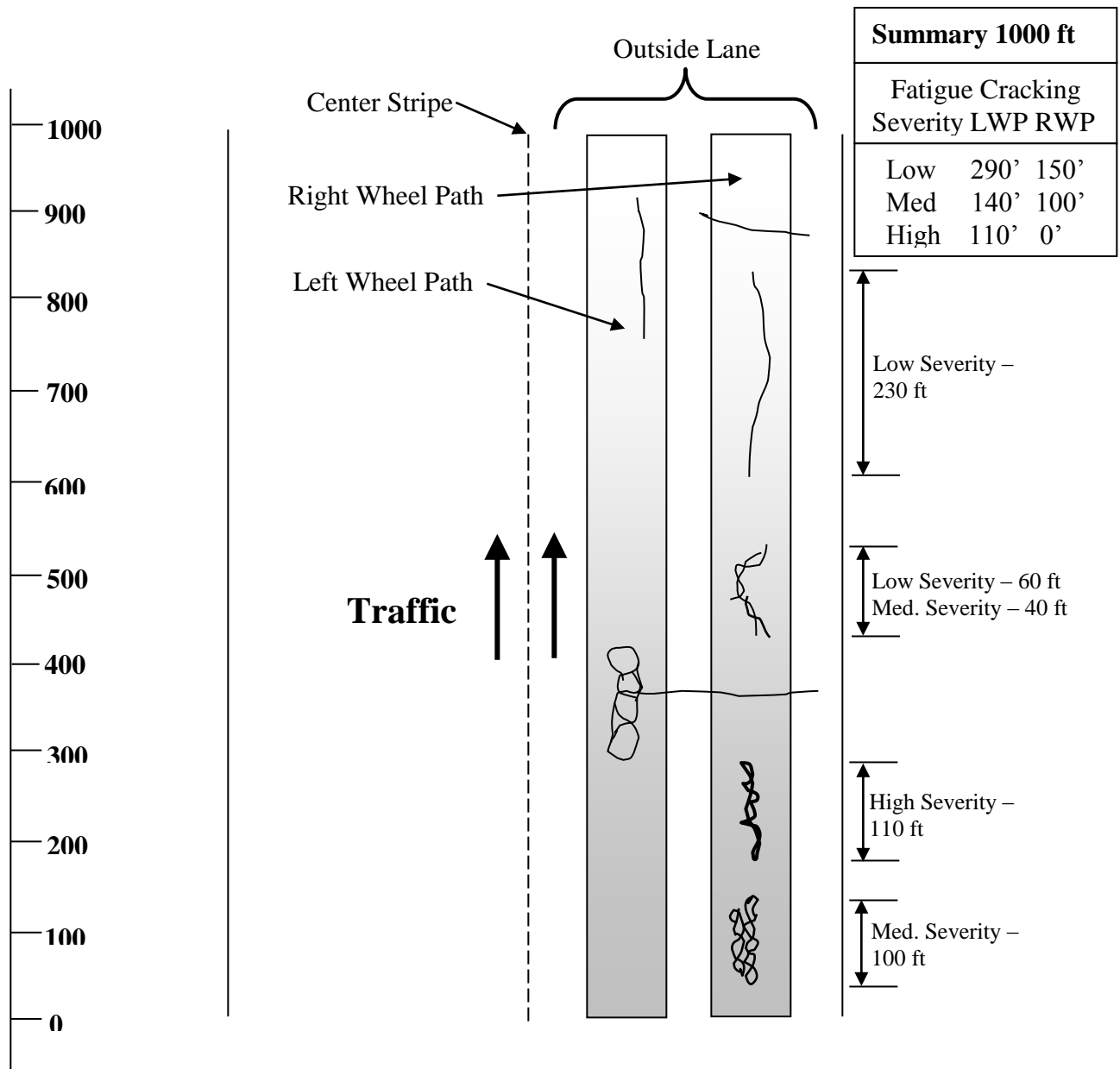
**Fatigue Cracking  
Medium Severity**



**Fatigue Cracking  
High Severity**

Example Reporting:

On a 1000-foot STAMPP segment, in the right wheel path (RWP), there are 2 occurrences of low severity fatigue cracking of 230 and 60 feet, there are 2 occurrences of medium severity fatigue cracking of 40 and 100 feet and 1 occurrence of high severity fatigue cracking of 110 feet. In the left wheel path (LWP) there is 1 occurrence of low severity fatigue cracking (150') and 1 occurrence of medium severity fatigue cracking (100'). The rating for the STAMPP segment would be: LWP - 290 ft low severity fatigue cracking, 140 ft medium severity fatigue cracking, and 110 ft high severity fatigue cracking. RWP – 150' low severity and 100' medium severity fatigue cracking.



### Fatigue Cracking Example

## Transverse Cracking

### Description:

This condition is characterized by visible fractures or separations of the pavement surface occurring transversely across the roadway. Cracks are rated as transverse cracks if the angle formed by the crack and the pavement is between 45° and 90° to the direction of travel.

### Possible Cause:

Transverse cracking may be caused by a poorly constructed paving joint, shrinkage of the surface due to low temperature, asphalt hardening, or a reflection crack from an underlying rigid base.

### Rating Procedure:

The entire pavement lane width is analyzed for transverse cracking for the full STAMPP segment. Only transverse cracks that are  $\geq 1$  foot long are evaluated. If the cracks are sealed, the severity level is always low; this includes saw-and-seal joints in bituminous overlays on concrete pavement. If the cracks have opened up (missing sealant), rate at the appropriate severity level for the crack width.

### Severity:

Estimate the average crack width for each crack and record number and length for each severity level. Each crack can have only one severity level. The average crack width can include spalls.

Low: Average Crack Width  $>$  hairline and  $\leq 0.25$  in

Medium: Average Crack Width  $> 0.25$  in and  $\leq 0.5$  in

High: Average Crack Width  $> 0.5$  in

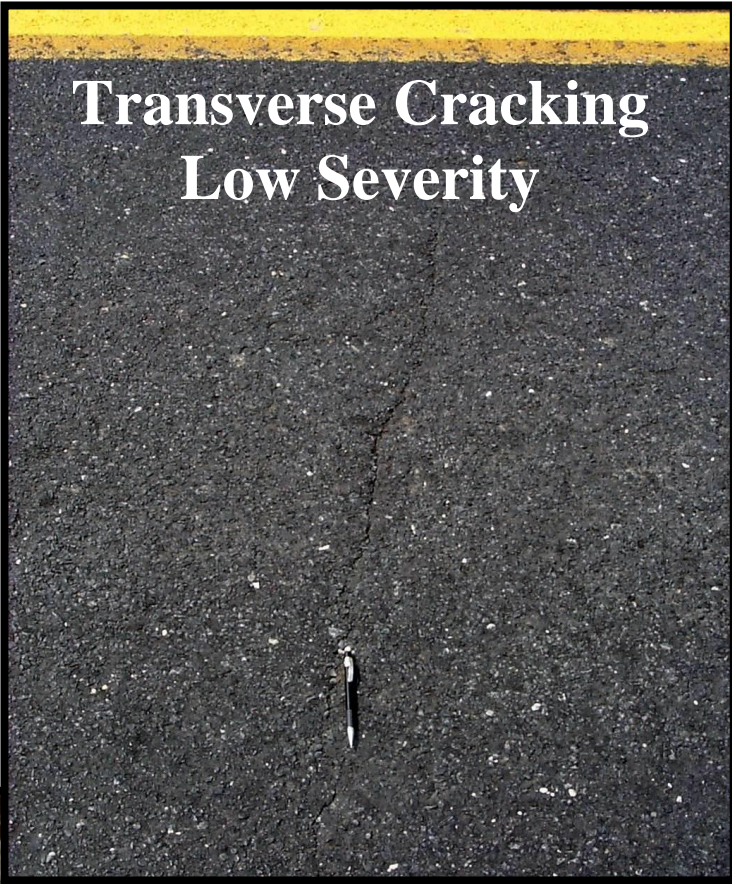
### Extent:

Record the number and length of Transverse Cracks in a segment for each severity level. Count all Transverse Cracks  $\geq 1$  ft long.

### Example Reporting:

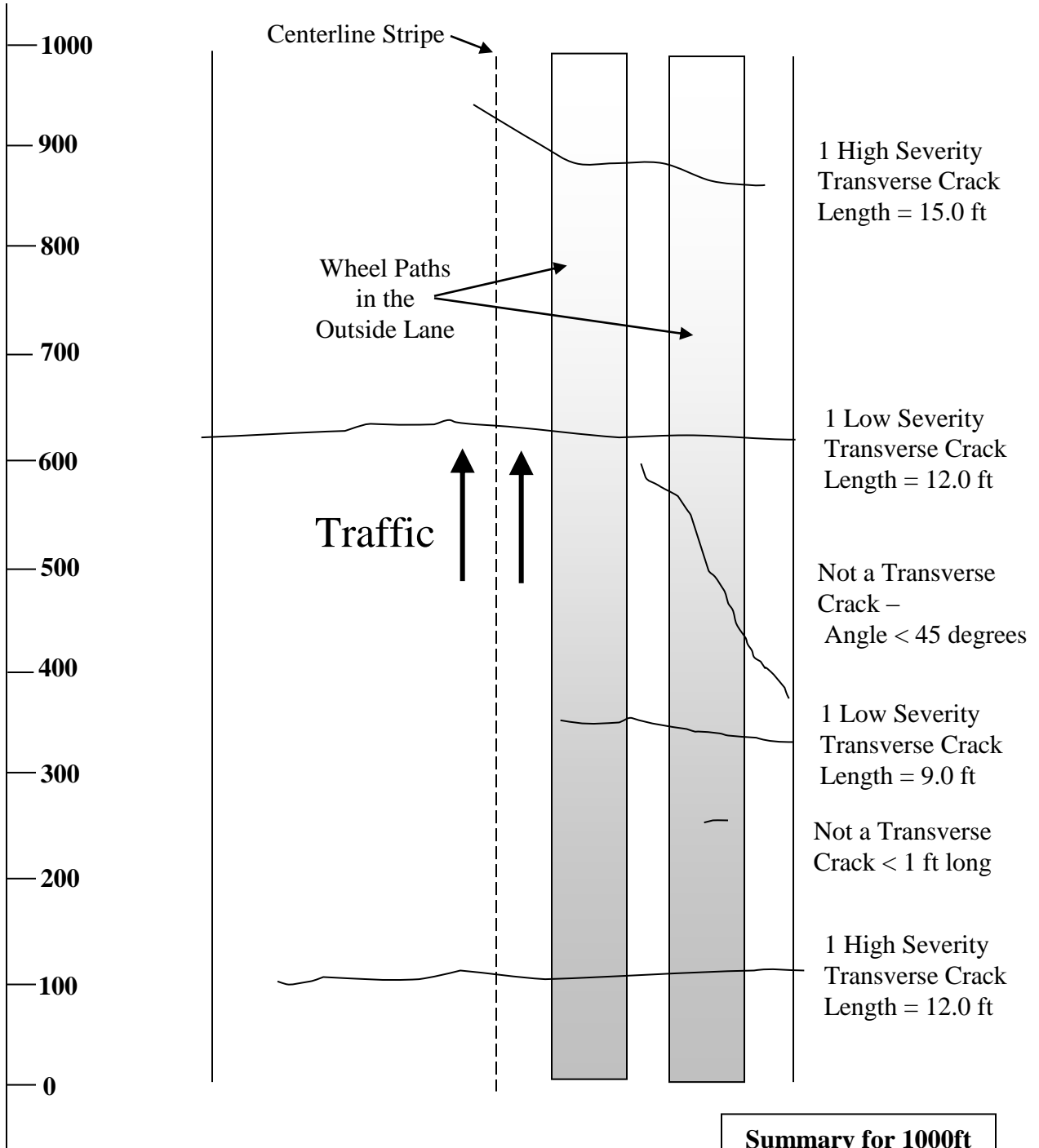
A 1000-foot STAMPP segment has four Transverse Cracks that are identified to be rated. Two of the cracks are low severity and two are high. The total length of the two low severity cracks is 21 feet. The total length of the high severity cracks is 27 feet.

**Transverse Cracking  
Low Severity**



**Transverse Cracking  
High Severity**





### Transverse Cracking Example

Summary for 1000ft		
Transverse Cracking Severity	Num.	Len.
Low	2	21
Medium	0	0
High	2	27

## Miscellaneous Cracking

### Description:

This condition is characterized by visible fractures or separations of the pavement surface occurring longitudinally or randomly along the roadway.

### Possible Cause:

This cracking may be caused by a poorly constructed paving joint, shrinkage of the surface due to low temperature, asphalt hardening, a reflection crack from an underlying rigid base or movement of subgrade material. This distress is characterized by longitudinal and transverse cracking occurring simultaneously with the resulting block pattern less than approximately 10 ft x 10 ft. Miscellaneous cracking tends to occur over large areas but generally on low traffic roads.

### Rating Procedure:

This distress is recorded for the middle 30-inch strip of pavement defined earlier as the lane center. This pavement strip is evaluated continuously along the STAMPP segment. Report the length of the STAMPP Segment with miscellaneous cracking. If the cracks are sealed, the severity level is always low. If the cracks have opened up (missing sealant), rate at the appropriate severity level for the crack width.

### Severity:

Estimate the average crack width and record in severity categories. Crack width can include width of spalling.

Low: Average Crack Width > hairline and  $\leq 0.25$  in

Medium: Average Crack Width > 0.25 in and  $\leq 0.5$  in

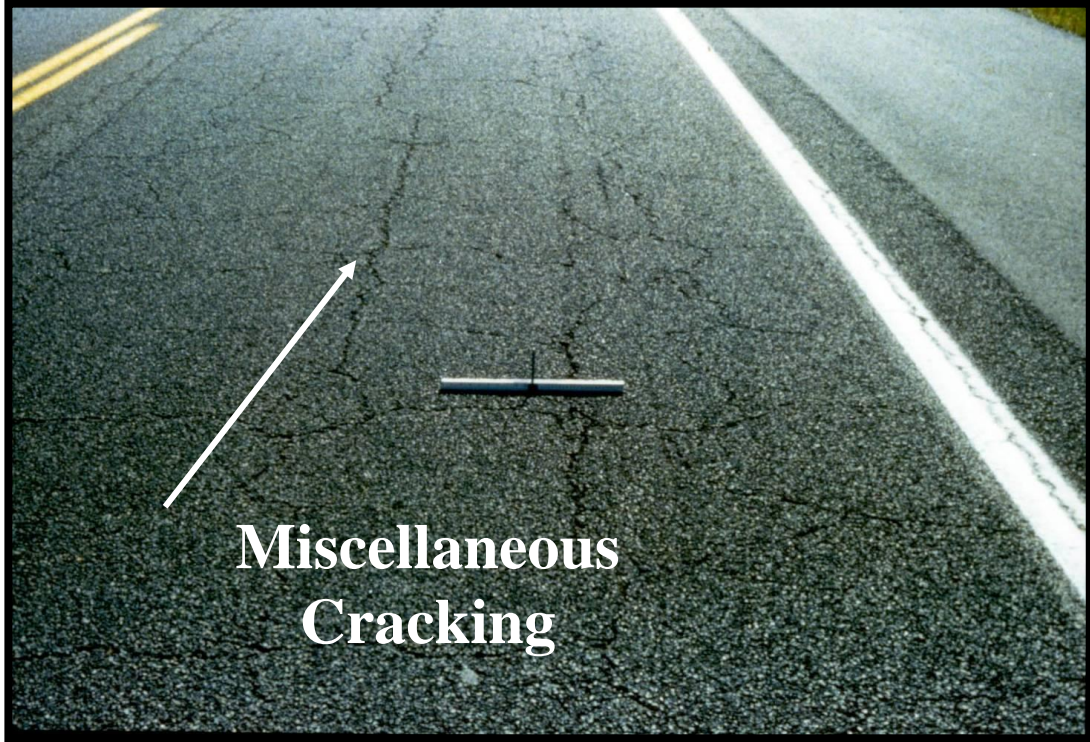
High: Average Crack Width > 0.5 in

### Extent:

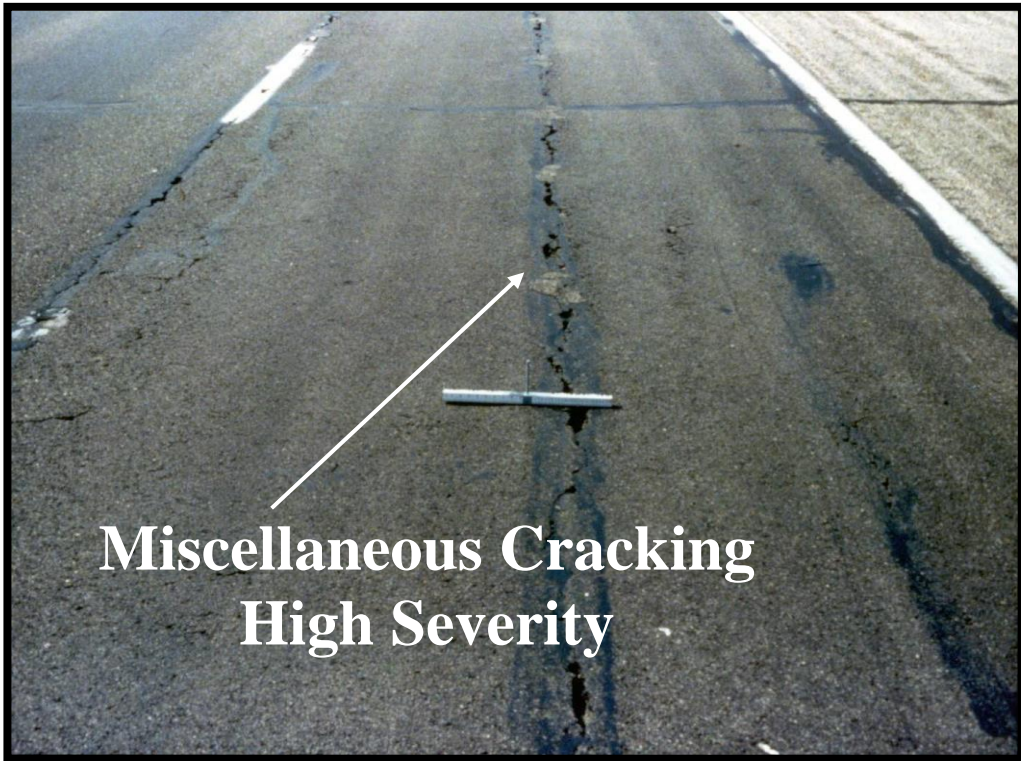
Record the length of segment for each severity level. The total length of miscellaneous cracking cannot exceed the STAMPP segment length.

### Example Reporting:

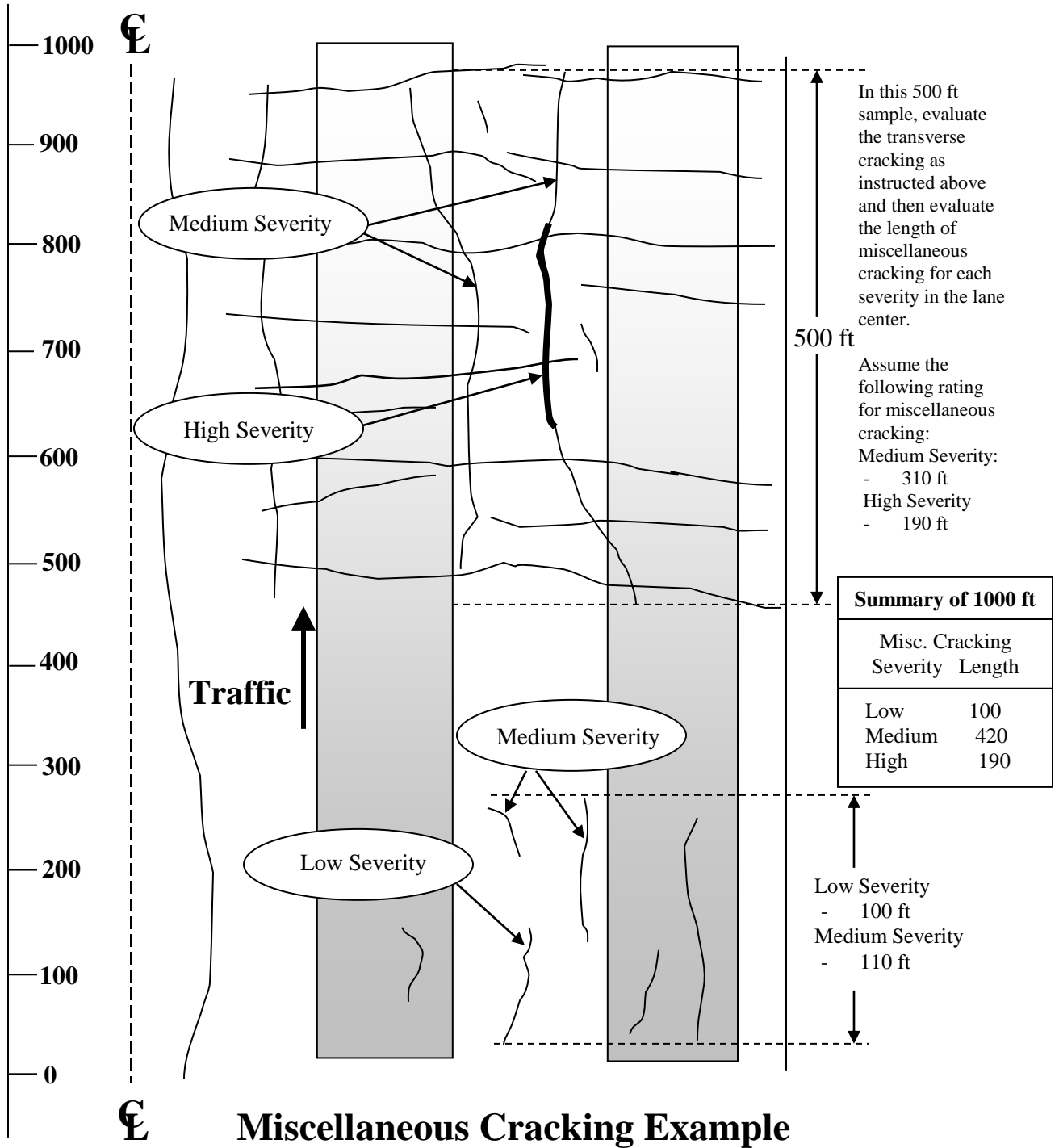
A 1000-foot STAMPP segment has two locations where miscellaneous cracking occurs. The first is longitudinal cracking in the lane center. This location is evaluated for the severity and length of miscellaneous cracking. The second is an occurrence of block cracking. This location is evaluated for transverse cracking first. Once the number and length of transverse cracks are recorded,



**Miscellaneous Cracking  
High Severity**



the length of the miscellaneous cracking is evaluated. In the example that follows: the section has 100 feet of low severity miscellaneous cracking, 420 feet of medium severity miscellaneous cracking and 190 feet of high severity miscellaneous cracking.





## Edge Deterioration

### Description:

This condition is characterized by the progressive breakup of the pavement, beginning at the pavement edge and proceeding toward the centerline, confined within 1.0 foot of the pavement edge. (Anything within the first 1.0 ft of the pavement edge is called edge deterioration.)

### Possible Causes:

Edge deterioration is usually caused by loading over an unsupported pavement edge. Unpaved or deteriorated shoulders contribute to this condition since they do not offer the support needed.

### Rating Procedure:

Edge Deterioration is only collected along the 1.0 ft outside edge of the pavement in the direction of travel. Edge deterioration consists of generally crescent shaped or continuous cracks within 1.0 ft of and intersecting with the pavement edge. It also includes longitudinal cracks within the 1.0 ft edge band that do not intersect with the pavement edge.

### Severity:

Estimate the average crack width and record in severity categories. The crack width can include width of spalling.

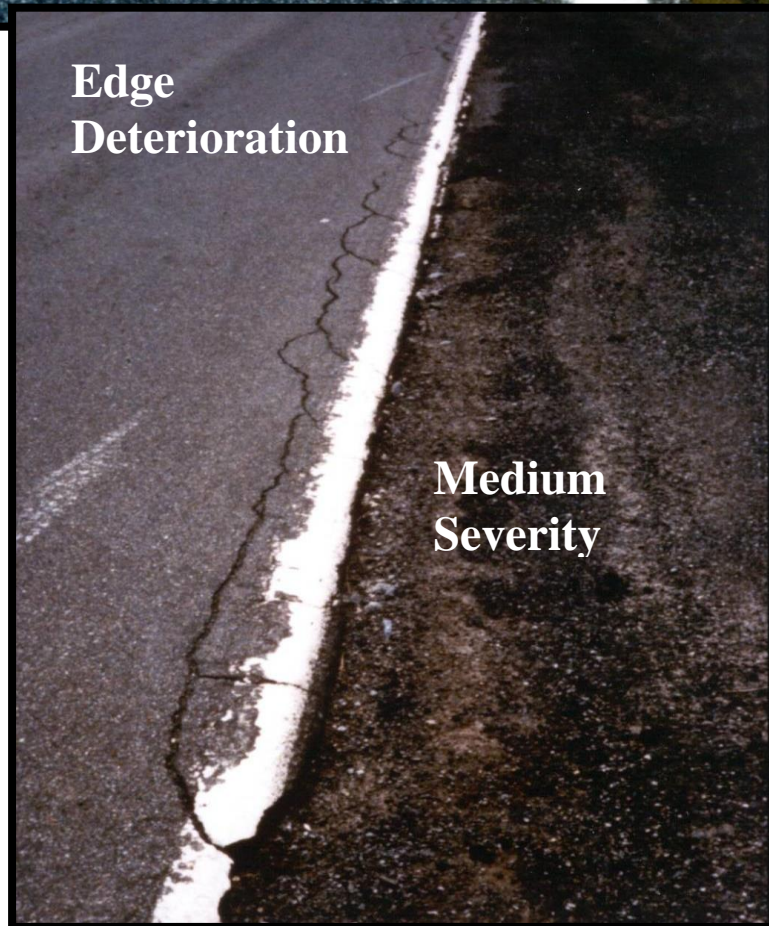
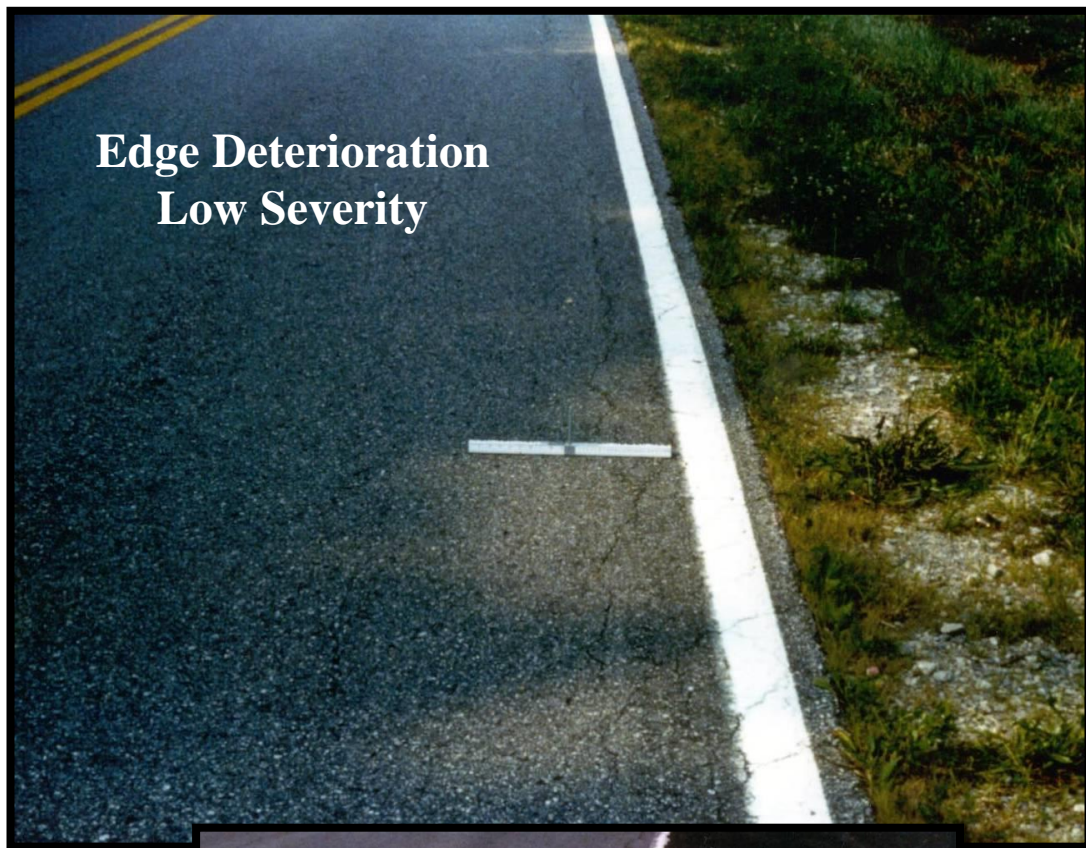
- Low: Average Crack Width > hairline and  $\leq 0.25$  in  
The width measurement may include crack spalling. No loss of pavement material is allowed in this category.
- Medium: Average Crack Width > 0.25 in and  $\leq 0.50$  in. The edge of the pavement is becoming jagged.
- High: Average Crack Width > 0.50 in. The edge of the pavement is deteriorated and pieces of the pavement edge are broken loose or missing.

### Extent:

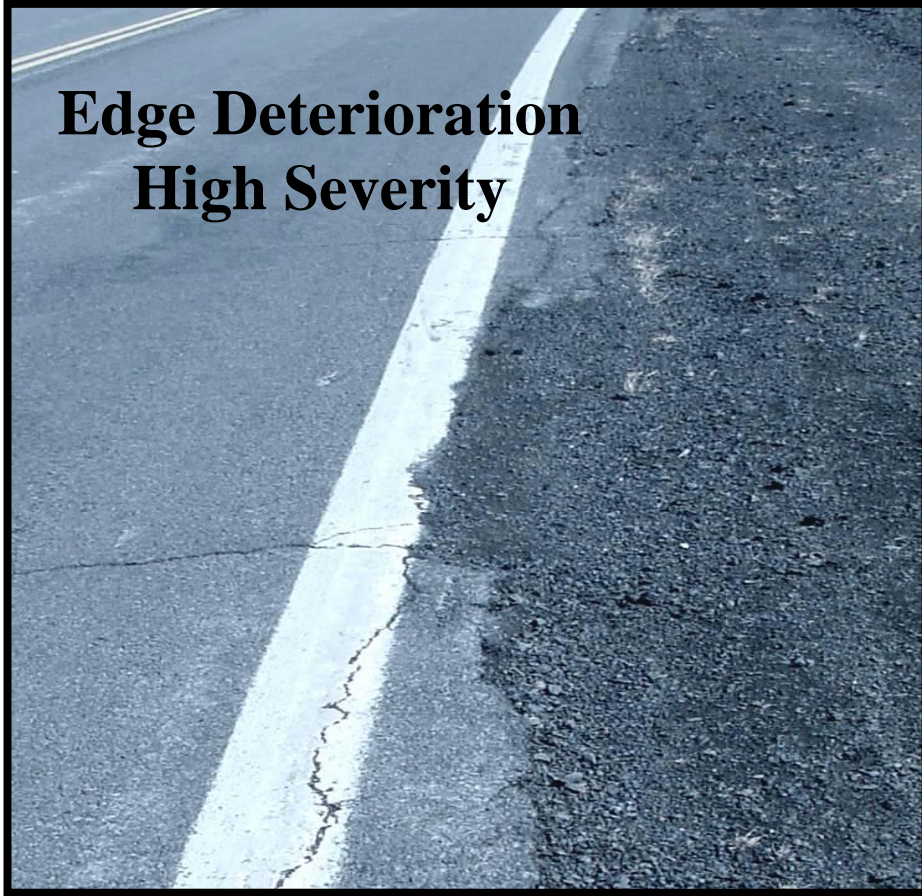
Record the length of segment for each severity level.

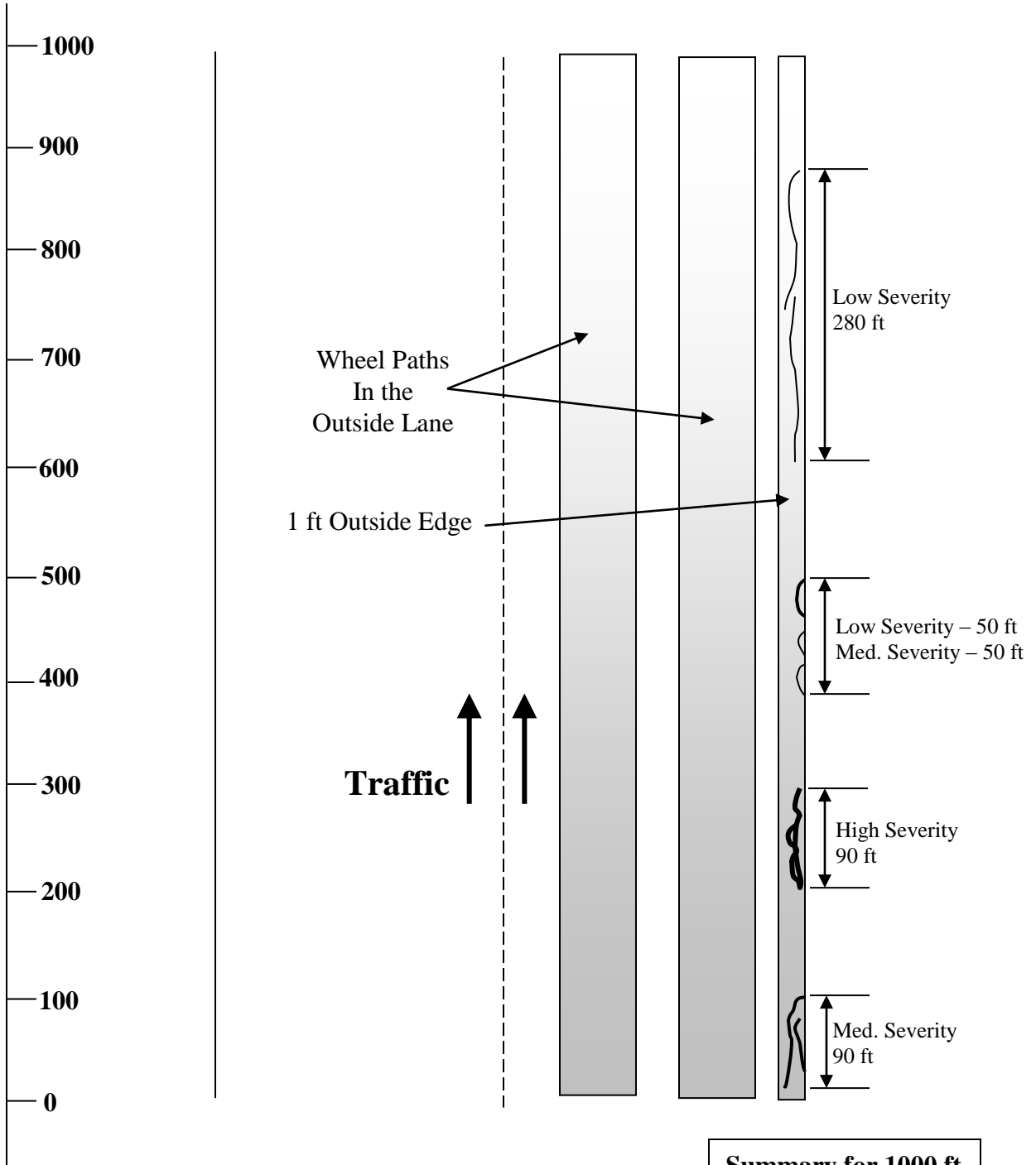
### Example Reporting:

A 1000-foot STAMPP segment has 2 occurrences of low severity edge deterioration of 280 and 50 feet, 2 occurrences of medium severity edge deterioration of 50 and 90 feet and 1 occurrence of high severity edge deterioration of 90 feet. The rating for this STAMPP segment is: 330 ft low severity edge deterioration, 140 ft medium severity edge deterioration and 90 ft high severity edge deterioration.



**Edge Deterioration  
High Severity**





### Edge Deterioration Example

Summary for 1000 ft	
Edge Deterioration Severity	Length
Low	330
Medium	140
High	90

## Bituminous Patching

### Description:

This condition is characterized by an area of the original pavement, which has been replaced by bituminous material. Patches are easily recognized because they will generally be darker than the surrounding pavement since they are newer. The patch must have a surface area of at least 1.0 sq ft to be counted. If a full-width patch is more than 400 ft long, do not rate as a patch - it is considered an overlay or surface seal.

### Possible Cause:

Bituminous patching is usually the result of maintenance activities such as pothole patching.

### Rating Procedure:

The entire lane surface is evaluated for patching.

### Severity:

None. Rate the individual distresses present in a patch separate from the patch; rate the distresses in the appropriate distress category. The condition rating of a distressed patch will be reflected in the pavement rating for both the patch and the distress.

### Extent:

Record the total number and area of patches.

### Example Rating:

A 1000-foot long, 9-foot wide STAMPP segment has two patches that are within the correct size limitations for rating as patches. After evaluating the patches for distress, the area and number are recorded. The first patch is 100 feet long and 4.6 feet wide. The second patch is 30 feet long and 9.0 feet wide. The rating for patches on this segment is: 2 patches at 730 sq ft.

# Bituminous Patching



## **Raveling / Weathering**

### Description:

This condition is characterized by wearing away of the pavement surface caused by the dislodging of aggregate particles (raveling) and loss of asphalt binder (weathering).

### Possible Cause:

Raveling and weathering are normally caused by oxidation of the asphalt binder of the mix, resulting in loss of flexibility and ability to hold the aggregate, which is dislodged by traffic.

### Rating Procedure:

The entire lane surface is evaluated for raveling and weathering. Rate only one severity level for each contiguous occurrence of raveling and weathering.

### Severity:

Medium: Surface is rough and pitted, may have loose particles.

High: Surface is very rough and highly pitted.

### Extent:

Record the length of the segment for each severity level.

### Example Rating:

On a 1000-foot long, 9-foot wide STAMPP Segment there are two localized areas of raveling and weathering. The first contains a length of 125 feet of medium severity raveling and weathering. The second contains a length of 65 feet of high severity raveling and weathering. The rating for this section is: 125 feet medium severity raveling and weathering and 65 feet high severity raveling and weathering.





## Left Edge Joint

### Description:

This condition is characterized by an open longitudinal construction joint (paving seam) sometimes accompanied by parallel, interconnected cracks that form jagged pieces. Severe cases of this distress result in spalling of the pavement and may require patching of the construction joint.

### Possible Cause:

Undetermined.

### Rating Procedure:

The longitudinal construction joint (paving seam) defining the left edge of the survey lane is evaluated for distress. The joint will be rated whenever it lies within one foot to the left or right of the pavement markings (paint stripes or reflectors) separating the surveyed lane from adjacent lanes. If the joint is sealed, with the sealant in good condition, no severity level is rated. If the joint has opened up (missing sealant), rate at the appropriate severity level for the crack width.

### Severity:

- Low:
- Construction joint open  $< \frac{1}{4}$ ".
  - If any cracks parallel to the joint are present, they are hairline width.
  - No loss of material in this category and no patching.
- Medium:
- Construction joint open  $\frac{1}{4}$ " to  $\frac{1}{2}$ ".
  - Random adjacent cracks are  $\leq \frac{1}{4}$ " wide and interconnected forming jagged pieces.
  - Some minor loss of material (spalling) visible but no patching present.
- High:
- Construction joint open  $> \frac{1}{2}$ ".
  - Random adjacent cracks are  $> \frac{1}{4}$ " wide and interconnected forming jagged pieces.
  - Visibly severe loss or breaking of material (spalling) or patching of construction joint present.

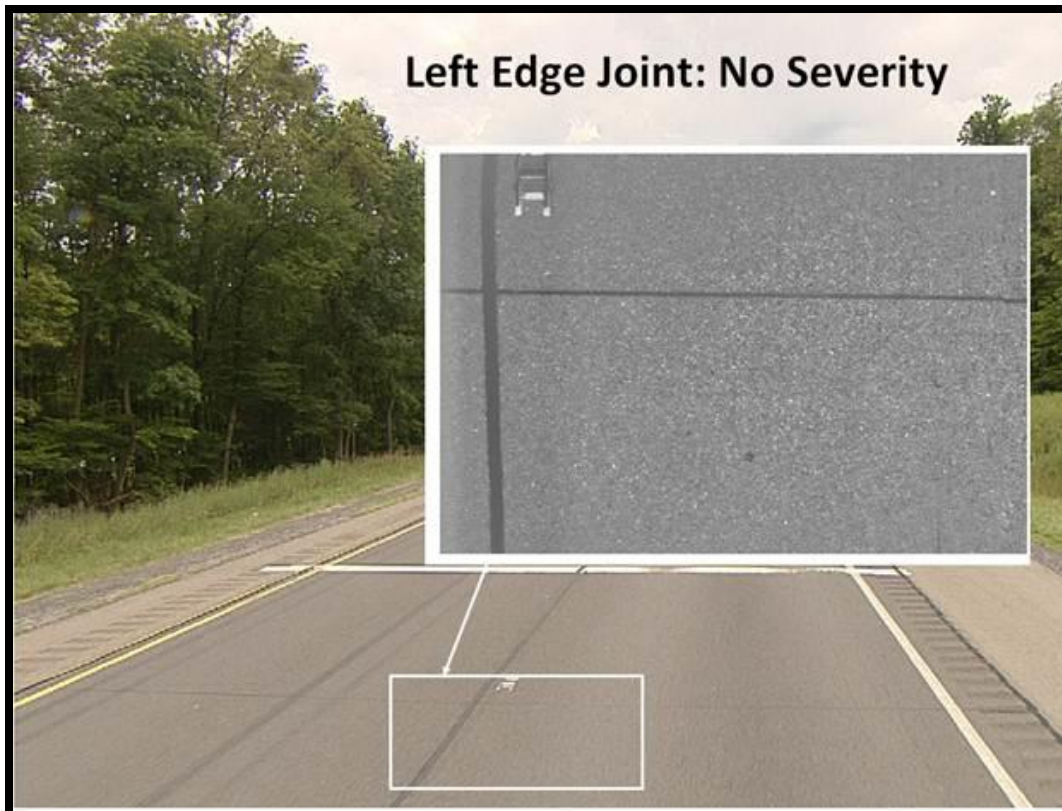
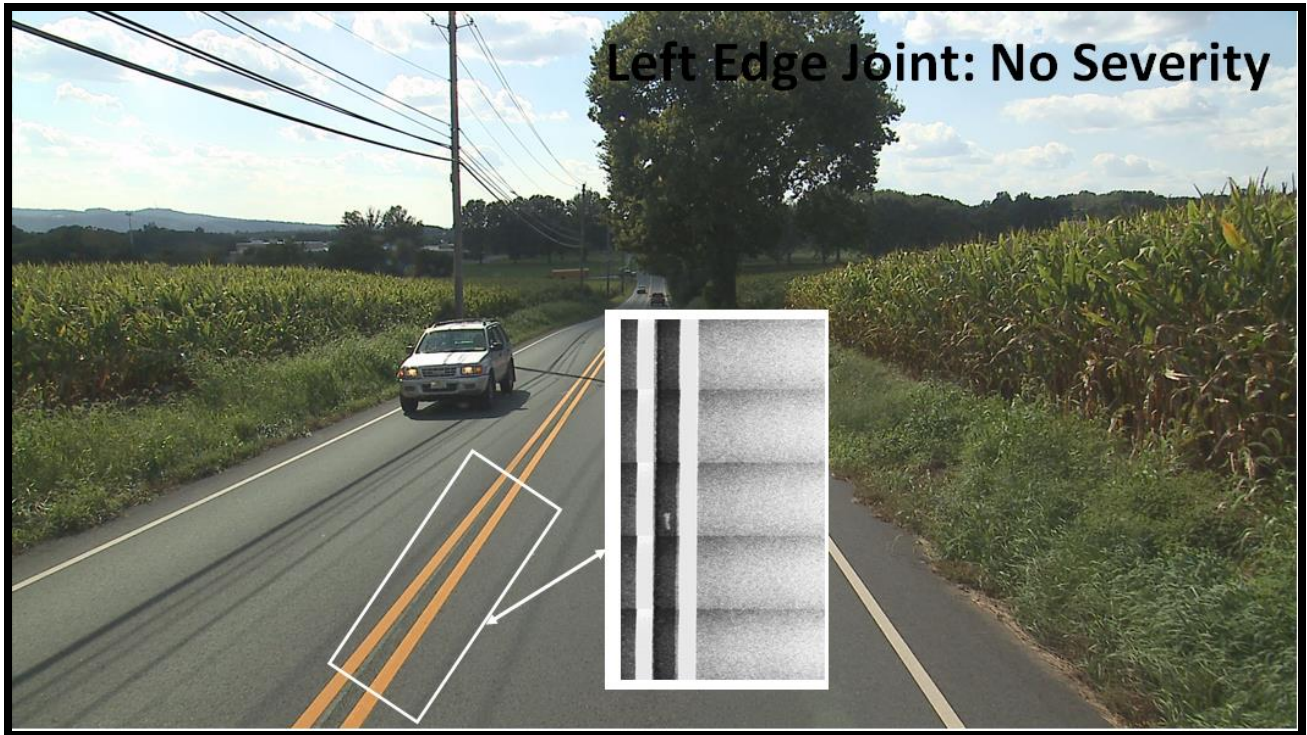
### Extent:

Record the length of the segment for each severity level.

### Example Rating:

On a 2640-foot long, 12-foot wide STAMPP Segment there are two localized areas of left edge joint distress. The first contains a length of 1250 feet of low severity distress. The second contains a length of 650 feet of medium severity distress. The rating for this section is: 1250 feet low severity and 650 feet medium severity left edge joint distress.

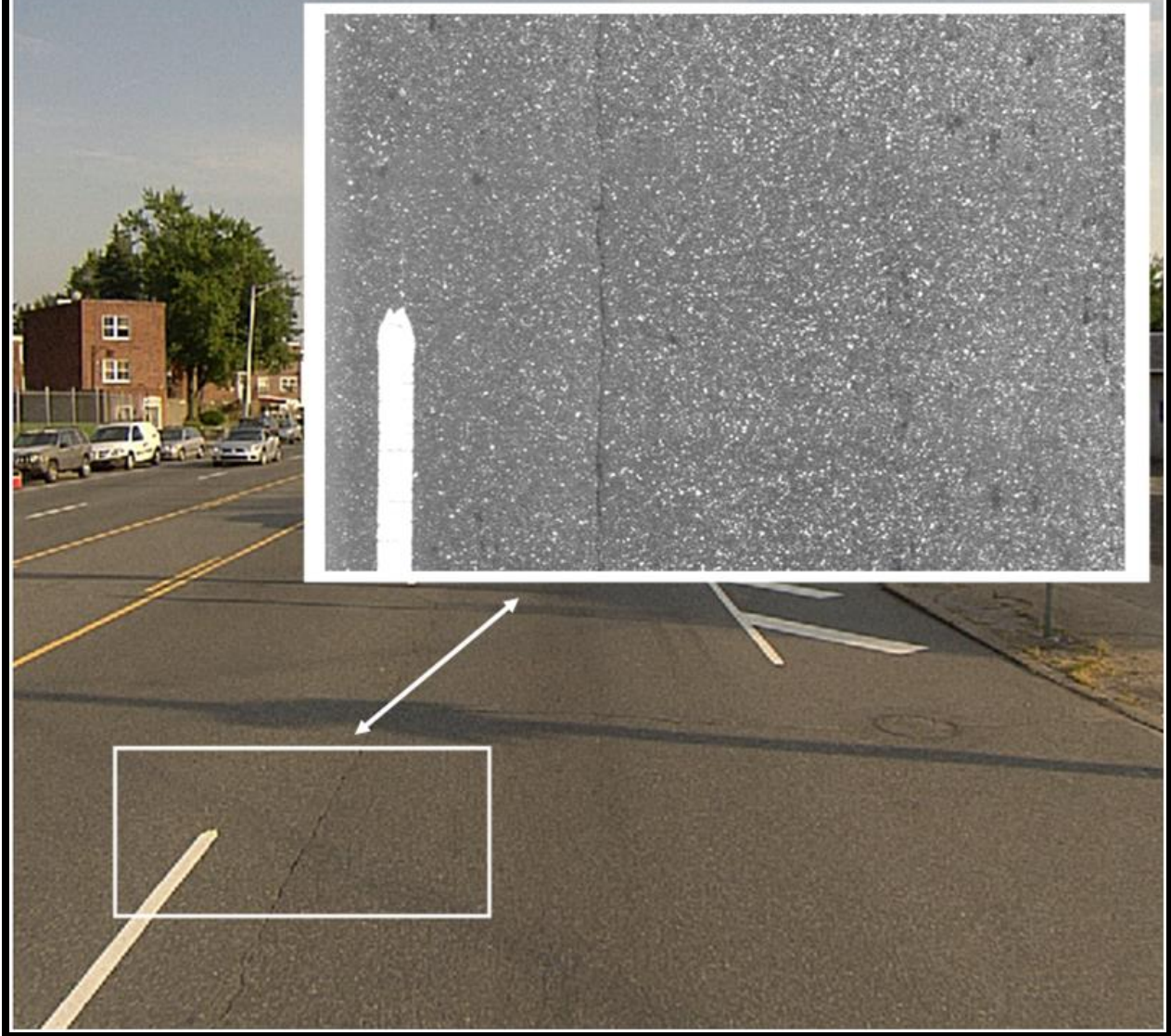
# Left Edge Joint Examples



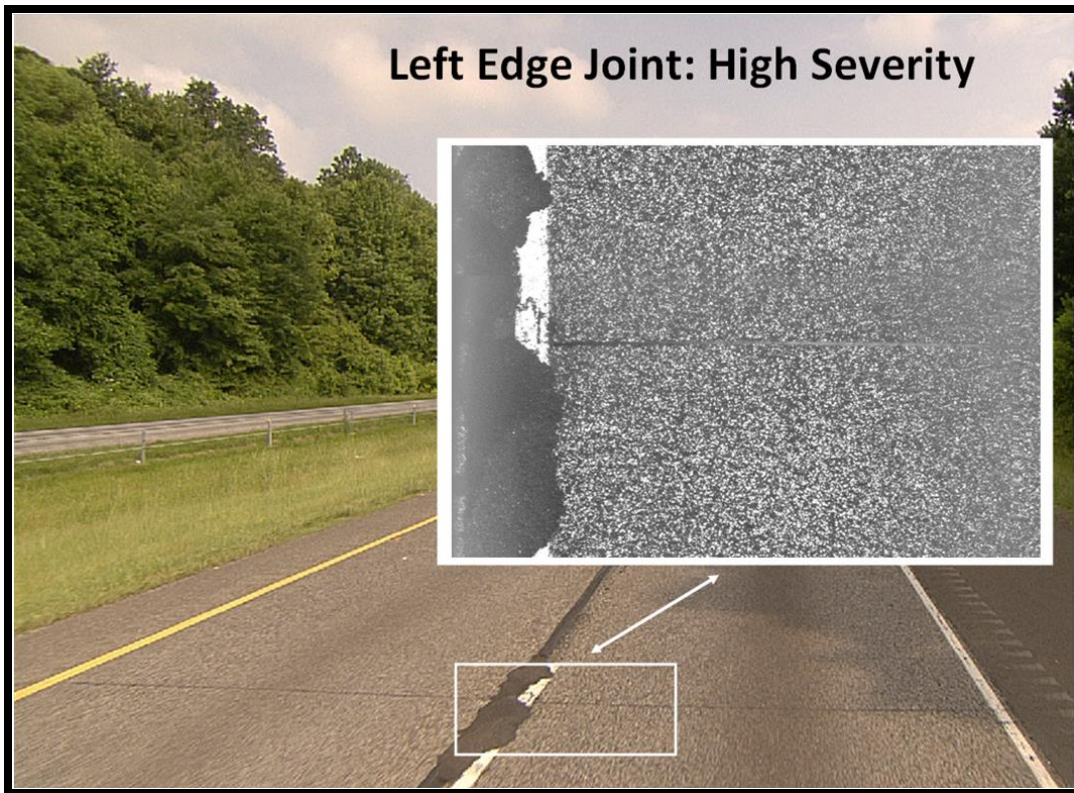
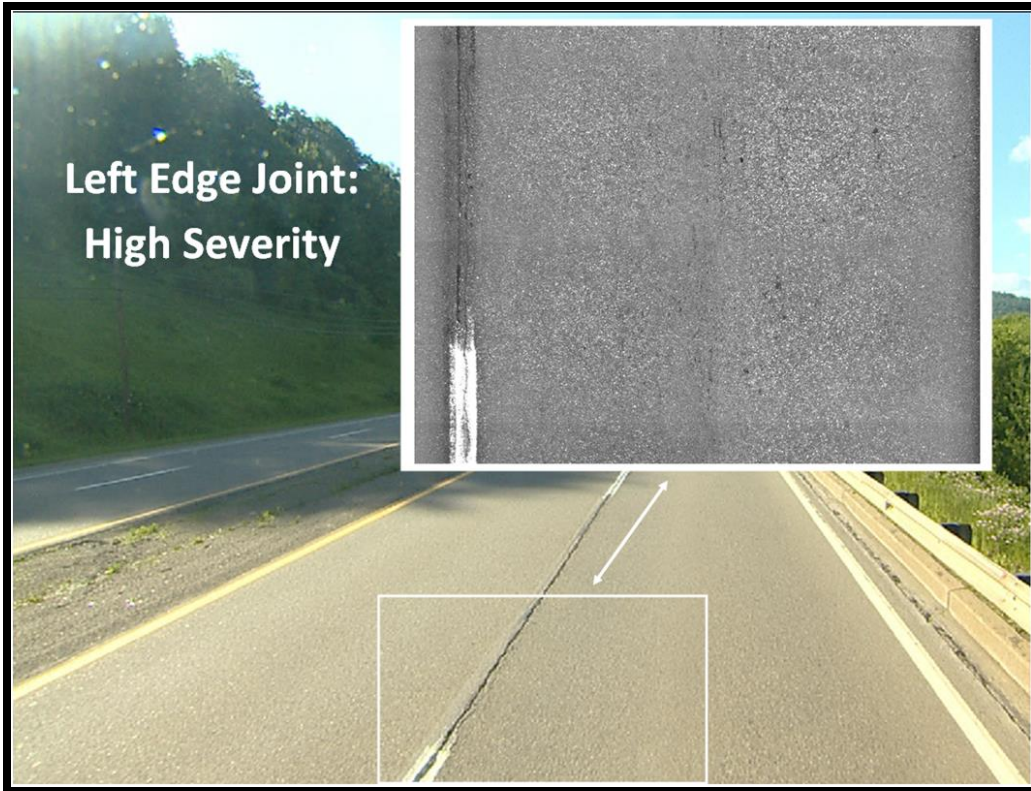
# Left Edge Joint: Low Severity



## Left Edge Joint: Medium Severity



Note: Assume construction joint is within one foot of the white lane markings for the purpose of this example.



## **RIGID PAVEMENTS**

## Faulted Joints

### Description:

This condition is characterized by a difference in elevation across a transverse joint.

### Possible Cause:

Faulting can result from the erosion and re-depositing of base material beneath the slabs due to excess water in the base and heavy traffic loads.

### Rating Procedure:

Faulting is measured in the outside wheel path as defined for profile data collection. Each joint, including concrete patch joints, is evaluated for faulting potential. Positive and negative faulting are categorized the same way by taking the absolute value of the measured fault.

### Severity:

Medium: Absolute value of elevation difference is  $\geq 0.25$  in and  $< 0.5$  in

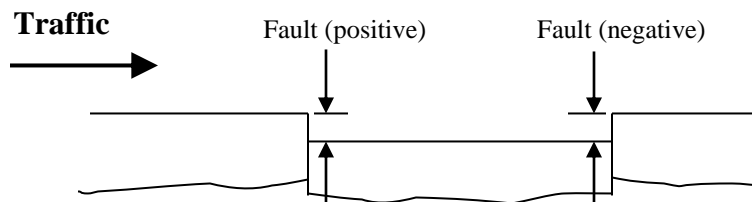
High: Absolute value of elevation difference is  $\geq 0.5$  in

### Extent:

Record the number of joints that are faulted in each category.

### Example Rating:

A 1000-foot STAMPP segment has 16 joints. Of these 16 joints, 3 are measured as medium severity and 5 as high severity. The rating for this section is: 8 joints none, 3 joints medium and 5 joints high severity faulting.



## Faulted Joints Example



**Faulted Joints  
Medium Severity**



**Faulted Joints  
Medium Severity**



## Broken Slab

### Description:

This condition is characterized by the cracking or breaking of the slab into four or more pieces, within a 20-ft length of the slab, the pieces generally being greater than 1 sq ft in area.

### Possible Cause:

Broken slabs can be caused by a condition of heavy load repetitions and poor base support.

### Rating Procedure:

Each slab is evaluated separately for a broken slab condition. For the purposes of this distress, the “slab” is considered to begin 1-foot from the upstream traffic joint (the approach side) and end 1-foot before the downstream traffic joint (the leave side). On jointed concrete pavements, profile is evaluated for two sample intervals, the first for roughness and the second in 20-foot sample intervals along each slab. The second roughness measurement will be used to estimate the severity level for the slab. **Once a slab is rated as broken, no other distress shall be recorded for that slab.**

### Severity:

Low: At least 4 pieces in a 20-foot length with average width  $\leq$  hairline in the outside Wheel path, no faulting and IRI  $\leq$  100 in/mi.

Medium: At least 4 pieces in a 20-foot length with an average crack width  $>$  hairline and  $\leq$  0.25 in, may have faulting  $>$  0.25 in and  $\leq$  0.50 in OR IRI  $>$  100 and  $\leq$  200 in/mi.

High: At least 4 pieces in a 20-foot length with an average crack width  $>$  0.25 in, may have faulting  $>$  0.5 in OR IRI  $>$  200 in/mi.

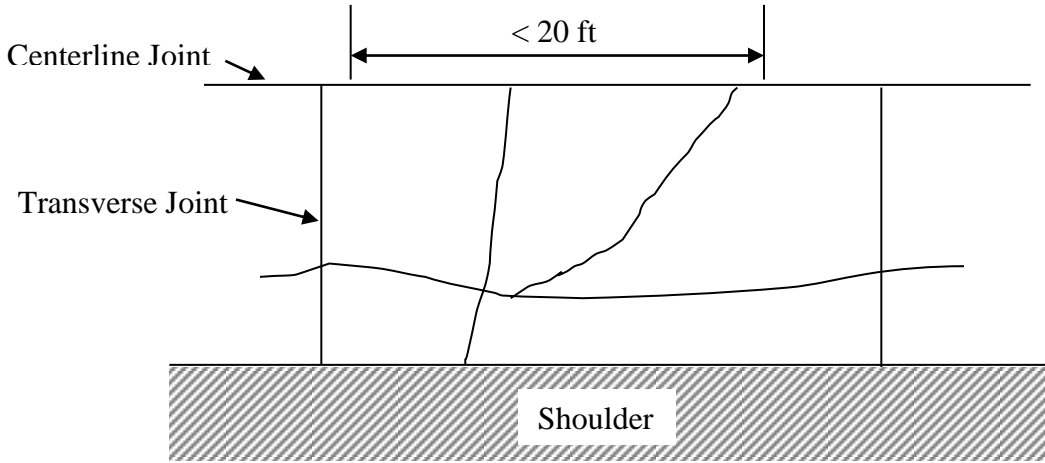
### Extent:

Record the number of slabs in each severity category. If any one crack, faulting or IRI meets the criteria for the next highest severity, then rate at that severity level.

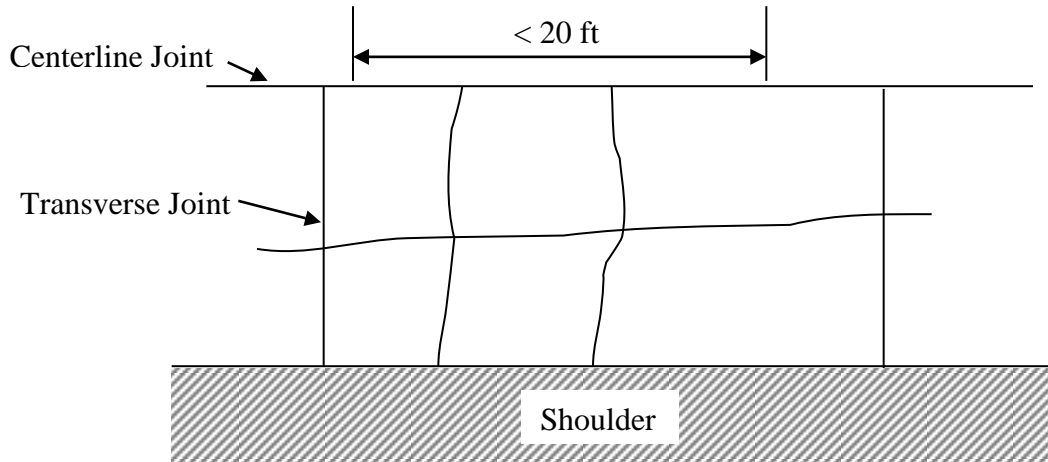
### Example Reporting:

A 1000-foot STAMPP segment has 16 slabs. Of the 16 slabs, 2 have cracking patterns and roughness or faulting to place them in the medium severity level. The rating for this segment is: 14 slabs none and 2 medium severity broken slabs.

# Broken Slab Examples



**5 Sections in 20 ft**

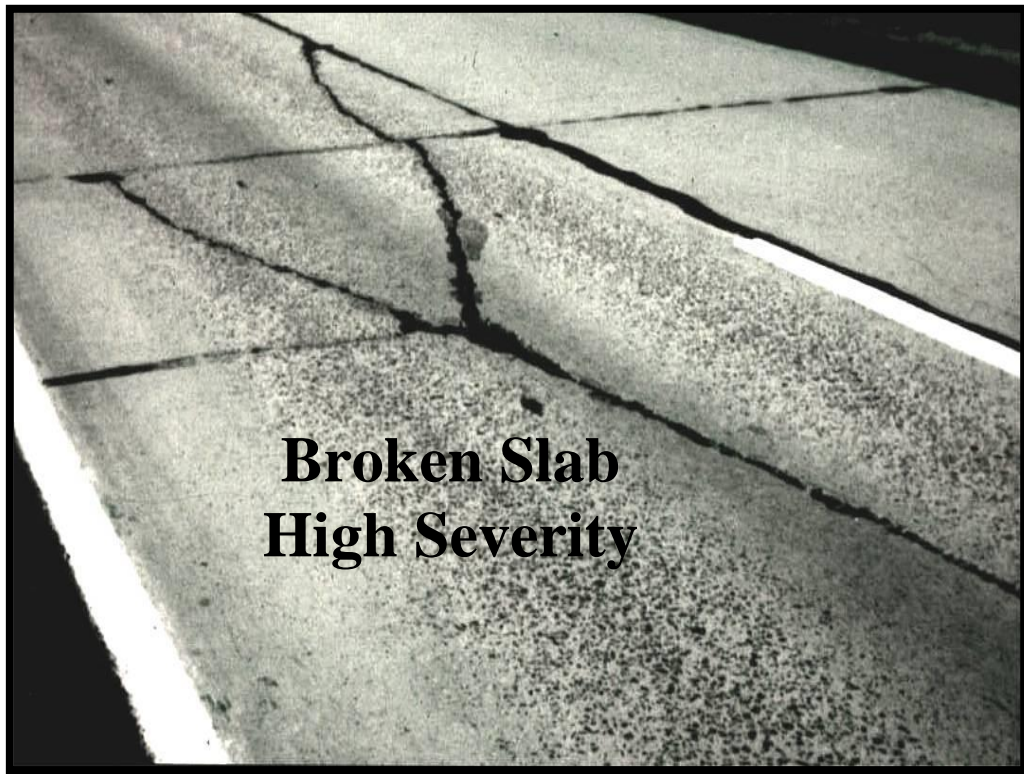


**6 Sections in 20 ft**





**Broken Slab  
High Severity**



**Broken Slab  
High Severity**

## **Transverse Joint Spalling**

### Description:

This condition is characterized by the cracking, breaking, or chipping of slab edges adjacent to a transverse joint or the transverse joint created by a patch. It usually does not extend through the thickness of the slab but meets the joint at an angle. It may be currently filled with bituminous material. If so, record the width of the spall as the width of the bituminous material.

### Possible Cause:

Spalling is usually caused by excessive stresses at a joint due to infiltration of incompressible materials and subsequent thermal expansion of the concrete. It can also be caused by weak concrete at the joint combined with traffic loading, or poorly designed or constructed load transfer devices.

### Rating Procedure:

Evaluate the pavement for spalling 1.0 foot on either side of the joint. The width of the joint shall be removed from the spall width estimates used in the evaluation. If a joint formed by a concrete patch is spalled and meets the criteria below, the new joint formed by the slab and patch must be included in that severity level. Count all transverse joints, including those formed by concrete patches, in the total number of joints per segment.

### Severity Levels:

Low:  $\leq 2.0$  in wide for any length of the joint

Medium:  $> 2.0$  in wide for  $\leq 50\%$  of joint length

High:  $> 2.0$  in wide for  $> 50\%$  of joint length

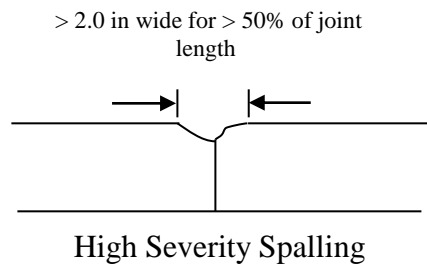
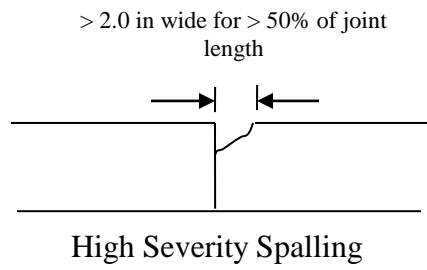
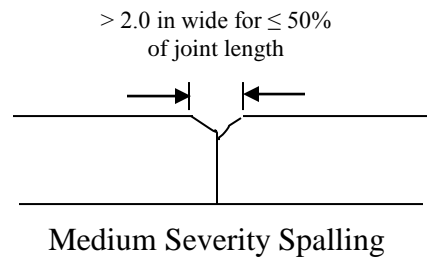
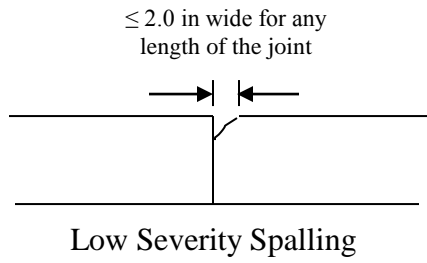
### Extent:

Record the number of joints (original and created by concrete patches) for each severity level. The total is not to exceed the total number of joints in the segment.

### Example Rating:

A 1000-foot STAMPP segment has 16 transverse joints. Five joints have low severity spalling, 6 have medium and 3 have high. The rating for this segment is: 2 transverse joints none, 5 transverse joints low severity, 6 transverse joints medium severity and 3 transverse joints high severity spalling.

## Transverse Joint Spalling Examples





**Transverse Joint Spalling  
Low Severity**



**Transverse Joint Spalling  
Medium Severity**





## Transverse Cracking

### Description:

This condition is characterized by random cracks, sealed or unsealed at least 6 feet in length. Cracks are rated as transverse cracks if the angle formed by the crack and the pavement is between 45° and 90° to the direction of travel.

### Possible Cause:

These cracks are usually caused by a combination of heavy load repetition, thermal and moisture gradient stresses, and drying shrinkage stresses.

### Rating Procedure:

The entire pavement lane width is analyzed for transverse cracking for the full STAMPP segment. Only transverse cracks that are  $\geq 6$  feet long are evaluated on a slab by slab basis. Each slab can have only one severity level. When a concrete patch exists within a slab, rate any transverse cracking on the patch as part of the slab. Record the slab at the highest severity level defined below.

### Severity:

Low: Average crack width  $\leq$  hairline, no spalling, no faulting

Medium: Average crack width  $>$  hairline &  $\leq 0.25$  in wide,  
Spalling  $\geq 2.0$  in wide for  $\leq 50\%$  length  
Or faulting  $\geq 0.25$  in and  $< 0.50$  in

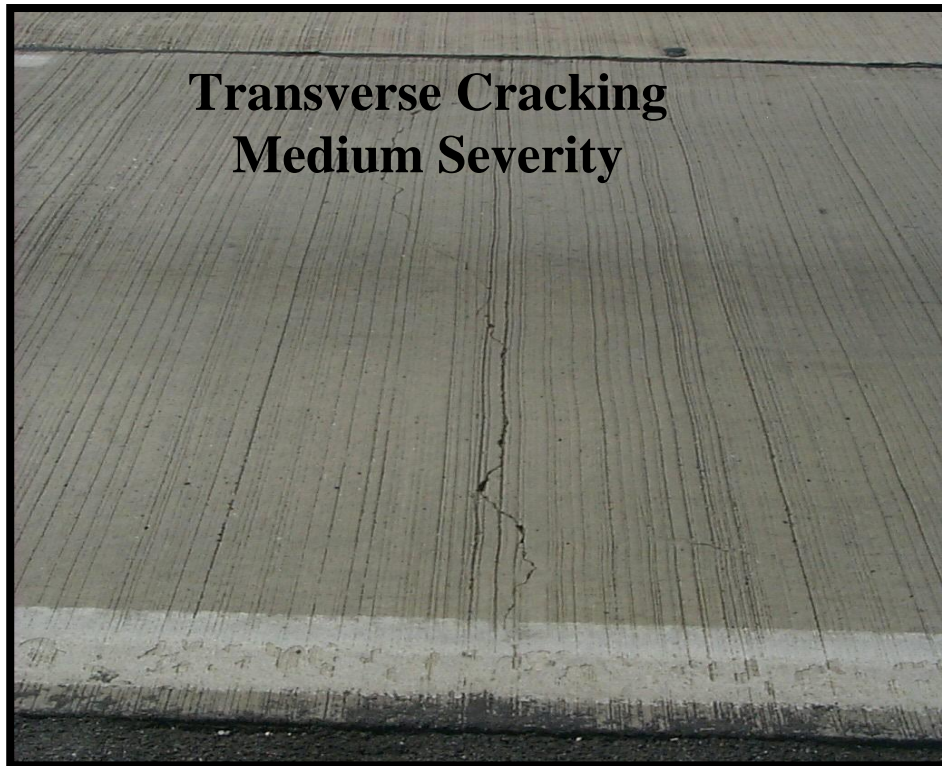
High: Average crack width  $> 0.25$  in wide, spalling  $\geq 2.0$  in wide for  $> 50\%$  length  
Or faulting  $\geq 0.5$  in

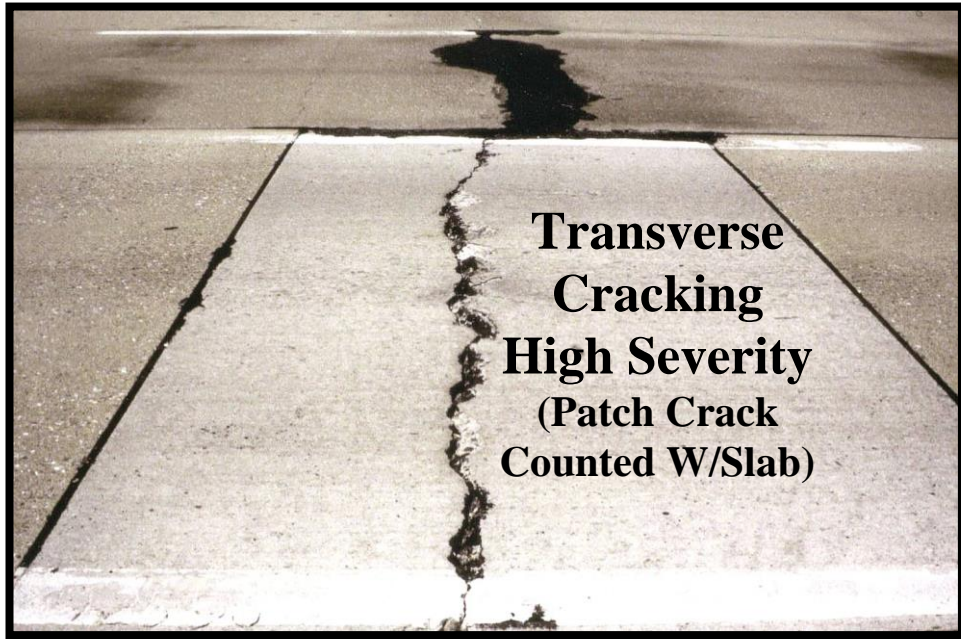
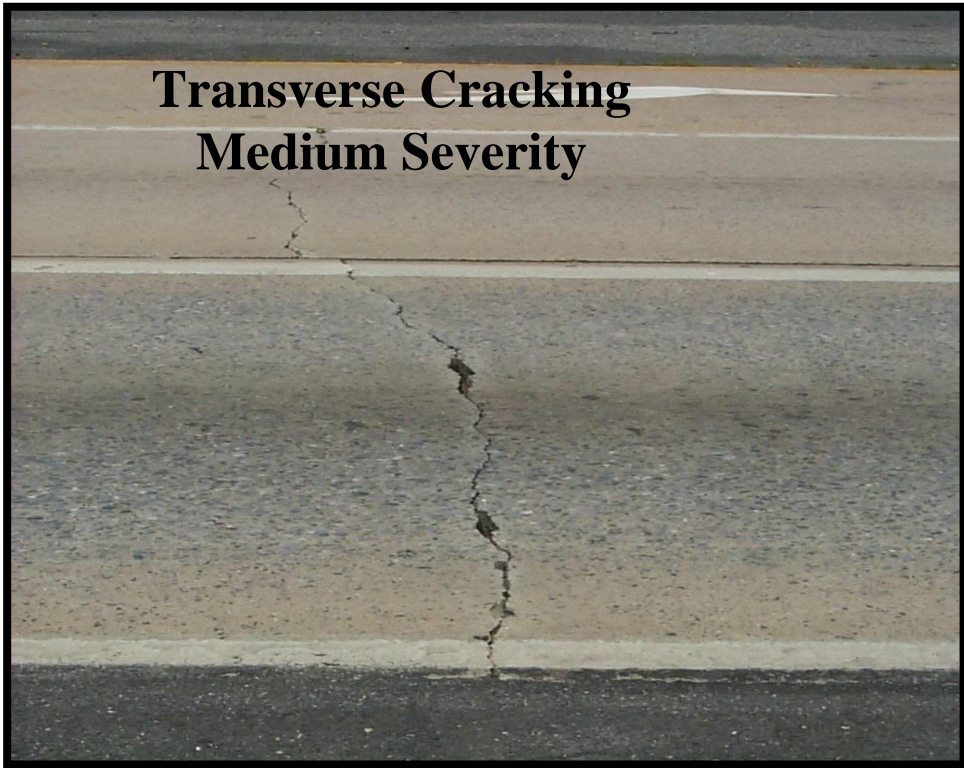
### Extent:

Record the number of slabs with each severity rating. If any one condition causes the transverse crack to be placed in the next highest severity rating, then record in the next highest severity rating.

### Example Rating:

A 1000-foot STAMPP segment has 16 slabs with 2 slabs showing transverse cracking in the low severity category and 6 in the medium severity category. The rating for this segment is: 8 slabs none, 2 slabs low severity and 6 slabs medium severity transverse cracking.





## Longitudinal Cracking

### Description:

This condition is characterized by random cracks, sealed or unsealed. Cracks are rated as longitudinal cracks if the angle formed by the crack and the pavement is between  $0^\circ$  and  $45^\circ$  to the direction of travel.

### Possible Cause:

These cracks are usually caused by a combination of reactive materials, heavy load repetition, thermal gradient stresses, and drying shrinkage stresses.

### Rating Procedure:

The entire pavement lane width is analyzed for longitudinal cracking for the full STAMPP segment. Only longitudinal cracks that are  $\geq 6$  feet long are evaluated on a slab by slab basis. Each slab can have only one severity level. When a concrete patch exists within a slab, rate any longitudinal cracking on the patch as part of the slab. Record the slab at the highest severity level defined below.

### Severity:

Low: Average crack width  $>$  hairline and  $\leq 0.25$  in wide

Medium: Average crack width  $\leq 0.25$  in wide, spalling  $\geq 2.0$  in wide for  $\leq 50\%$  length

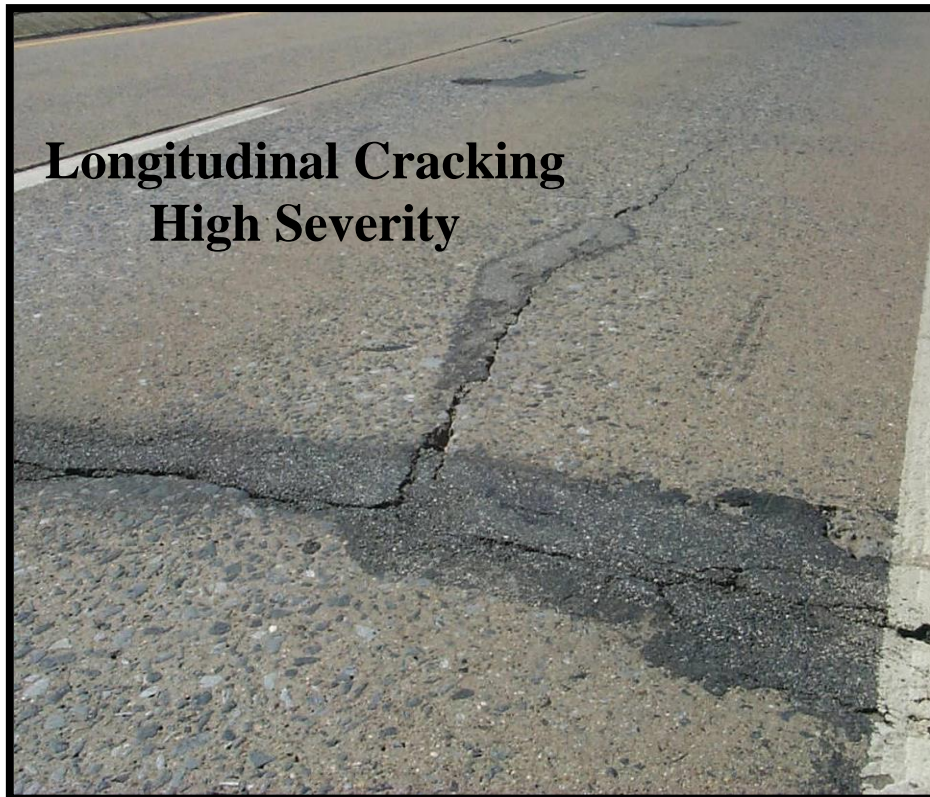
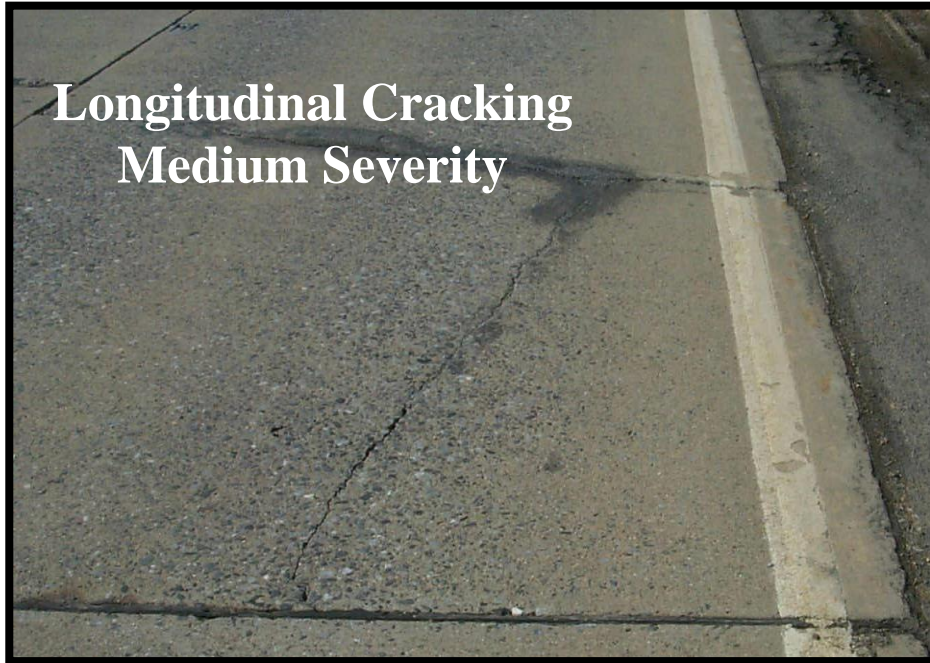
High: Average crack width  $> 0.25$  in wide, spalling  $\geq 2.0$  in wide for  $> 50\%$  length

### Extent:

Record the number of slabs with each severity rating. If any one condition causes the longitudinal crack to be placed in the next highest severity rating, then record in the next highest severity rating.

### Example Rating:

A 1000-foot STAMPP segment has 16 slabs with 2 slabs showing longitudinal cracking in the medium severity category and 5 in the high severity category. The rating for this segment is: 9 slabs none, 2 slabs medium severity and 5 slabs high severity longitudinal cracking.



## Longitudinal Joint Spalling

### Description:

This condition is characterized by the cracking, breaking or chipping of slab edges adjacent to the longitudinal joint. It usually does not extend through the thickness of the slab, but meets the joint at an angle. It may be currently filled with bituminous material. If so, record the width of the spall as the width of the bituminous material.

### Possible Cause:

Longitudinal joint spalling is generally caused by low quality concrete at the joint in combination with low air content in the concrete, wet-dry and freeze-thaw cycling and traffic loads.

### Rating Procedure:

Rate the entire longitudinal joint (at the inside edge of slab) for longitudinal joint spalling. Record longitudinal joint spalling only when the total accumulated length (for all severity levels) is 25 feet or more. If there is more than one longitudinal joint within the lane being surveyed, count all joints in the total length of longitudinal joint spalling with the maximum total equal to the number of longitudinal joints times the segment length.

### Severity:

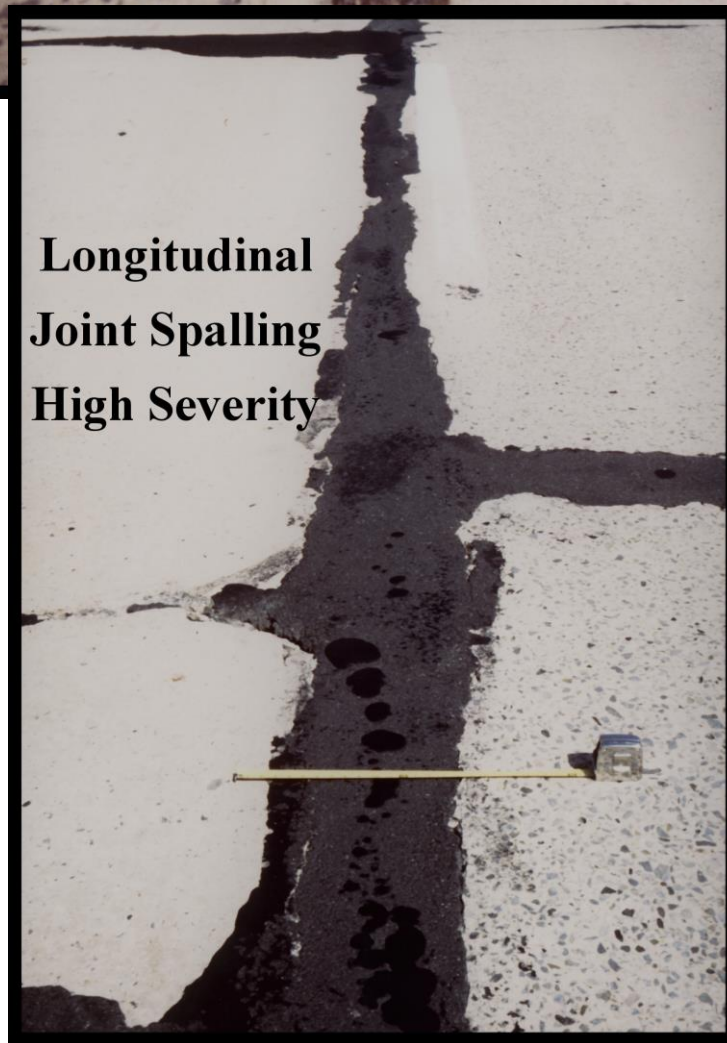
- Low: Average spalled width  $\geq 1.0$  in and  $< 3.0$  in for an accumulated spalled length of at least 25 feet
- Medium: Average spalled width  $\geq 3.0$  in and  $< 6.0$  in for an accumulated spalled length of at least 25 feet
- High: Average spalled width  $\geq 6.0$  in for an accumulated spalled length of at least 25 feet

### Extent:

Record the total length of each severity.

### Example Rating:

The accumulated length of spalling on a 1000-foot STAMPP segment is broken down into the following two amounts: 200 feet of medium severity and 150 feet of high severity longitudinal joint spalling. The rating for this section is 650 ft none, 200 ft medium and 150 ft high severity longitudinal joint spalling.



## Bituminous Patching

### Description:

This condition is characterized by an area of the original pavement, which has been repaired with bituminous material greater than 36 sq ft in area it may be a surface or full depth patch.

### Possible Cause:

Bituminous patching may have been required for one of several reasons such as high severity spalling, broken slab, faulting or surface defects.

### Rating Procedure:

Evaluate the full pavement lane width and determine the number of bituminous patches with an area exceeding 36 sq ft. Report the number and total area.

### Severity:

None

### Extent:

Count the number and record the area.

### Example Rating:

A 1000-foot long, 11-foot wide STAMPP segment has three bituminous patches. One of the patches is 1 foot long and six feet wide (6 ft<sup>2</sup>), the second is 7.4 feet long and half a lane width (40.7 ft<sup>2</sup>) and the third is 9 feet long and a full lane width (99.0 ft<sup>2</sup>). The rating for this STAMPP segment is two bituminous patches and 139.7 ft<sup>2</sup> area.





**Bituminous Patch**



**Bituminous Patch**

## Portland Cement Concrete Patching

### Description:

This condition is characterized by an area of the original pavement that has been repaired with portland cement concrete material greater than 36 sq ft in area. It may be a surface or full depth patch.

### Possible Cause:

Portland cement concrete patching may have been required for one of several reasons such as high severity spalling, broken slab, faulting or surface defects.

### Rating Procedure:

Evaluate the full pavement lane width and determine the number of portland cement concrete patches with an area exceeding 36 sq ft. Report as the number and total area of patches.

### Severity

None. If a patch is distressed, the condition rating will be reflected in the pavement rating for both the patch and the distress.

### Extent:

Count the number and record the total area of all patching.

### Example Rating:

A 1000-foot long, 11-foot wide STAMPP segment has three portland cement concrete patches. One of the patches is 2 feet long and 5 feet wide (10 ft<sup>2</sup>), the second is 8.2 feet long and half a lane width (45.1 ft<sup>2</sup>) and the third is 6 feet long and a full lane width (66.0 ft<sup>2</sup>). The rating for this STAMPP segment is two portland cement concrete patches with 111.1 ft<sup>2</sup> total area.



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## T. Release of Security Letter

### APPENDIX T

### Release of Security Letter



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## U. Sample Fee Schedule and Invoice

A large rectangular graphic with a dark blue background. The text 'APPENDIX U' and 'Sample Fee Schedule and Invoice' is centered in white. The right side of the graphic is divided into two triangular sections: a gold triangle on top and a green triangle on the bottom, meeting at a diagonal line.

### APPENDIX U

### Sample Fee Schedule and Invoice

**RESOLUTION # \_\_\_\_\_**

**WHEREAS**, Township incurs certain expenses in carrying out the administration of its Road Weight Restriction Ordinance; and

**WHEREAS**, Township desires to recover a reasonable portion of these expenses from the applicant;

**NOW, THEREFORE BE IT RESOLVED**, that the following schedule of fees shall be utilized in the administration of the Township Road Weight Restriction Ordinance. No permit shall be issued until such fees have been paid to the Township by the applicant. All such fees are nonrefundable.

**SCHEDULE OF FEES**

Permits to operate vehicles in excess of \_\_\_\_\_Tons on restricted weight Township roads.

(\*\* Actual Fees to be set by Municipal Officials)

1. Initial Inspection Fee –The fee for Township to inspect the township roads prior to any hauling will be \$\_\_\_\_\_ for the first mile and \$\_\_\_\_\_ per each additional mile prorated per tenth of a mile.
2. Administrative Fee – The fee for Township Secretary to complete all paperwork necessary to issue a permit to operate vehicles in excess of \_\_\_\_\_ Tons on restricted weight township roads will be \$\_\_\_\_\_ per permit.
3. Interim Inspection Fee – The fee for Township to inspect the township roads prior to any significant hauling hiatus by the permittee will be \$\_\_\_\_\_ per each additional mile prorated per tenth of a mile.
4. Post-use Inspection Fee – The fee for Township to inspect the township roads once all hauling has been concluded will be \$\_\_\_\_\_ for the first mile and \$\_\_\_\_\_ per each additional mile prorated per tenth of a mile.
5. Third Party Consultation Fees – In the event that the Township Board of Supervisors determines that a third party consultation is necessary to determine the extent of damage caused by excessive hauling the permittee is responsible for all costs associated with said consultation.
6. Road Video Inspection Fees – The fee for videoing any road is \$\_\_\_\_\_ per road.

Rates for Township Equipment

A complete list of the township equipment is attached hereto as Exhibit “A” and is made a part hereof

ADOPTED the \_\_\_\_\_ of \_\_\_\_\_, 2012, by the Board of Supervisors  
(Month)

of Township, County, PA.

TO BECOME EFFECTIVE on the \_\_\_\_\_ of \_\_\_\_\_, 2012.  
(Day) (Month)

---

ATTEST:

TOWNSHIP SUPERVISORS

\_\_\_\_\_  
Township Secretary

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

TOWNSHIP SEAL:

Exhibit A  
FEE SCHEDULE RESOLUTION

Rates for Township Equipment

The following equipment rates will apply when an excess maintenance agreement provides for repair work to be performed by the municipality or its contractor.

<u>Equipment</u>	<u>Price / Hour</u>
Ford F350 Dump Truck	\$40
Ford F350 Dump Truck With Plow	\$60
Ford F800 Dump Truck	\$50
Ford F800 Dump Truck With. Plow	\$70
Huber Grader	\$60
Case Backhoe	\$60
John Deere Tractor With Boom Mower or Rake	\$70
1950's Massey Tractor With Stone Rake	\$40
Sweeper	\$55
Roller	\$35
Pull Behind Roller	\$45

***Sample - Insert your equipment list above.***

**DO NOT USE FEMA EQUIPMENT RATES; CONSIDER USING LOCAL CONTRACTOR EQUIPMENT RENTAL RATES.**



# INVOICE

\_\_\_\_\_  
Municipality Name

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

INVOICE #: \_\_\_\_\_

Fax: \_\_\_\_\_

FOR: *Permit Fees*

Bill To: \_\_\_\_\_

\_\_\_\_\_

DESCRIPTION	AMOUNT

**TOTAL**

Make all checks payable to Municipality

If you have any questions concerning this invoice, contact : \_\_\_\_\_

Contact Information

---

**V. Municipal Application to Add or Remove a Section of Roadway**

**APPENDIX V**

**Municipal Application to Add or Remove  
a Section of Roadway**

User/Permittee: \_\_\_\_\_  
 \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ Mobile Phone (if available): \_\_\_\_\_

**APPLICATION TO ADD OR REMOVE A SECTION OF HIGHWAY**

In accordance with Excess Maintenance Agreement number \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_ requests the following permit and security changes to be made.

- Proof of change in security is attached based on the Total Security Change below.
- Proof of change in security is attached, but is less/more than the value below based on the previous amount of security already associated with this agreement.
- No change in security is necessary based on the previous amount of security already associated with this agreement.

Request to **ADD** Authorization to Exceed Posted Weight Limit permits:

Municipality	Roadway	Begin Location	End Location	Miles	Industry Code (See Reverse)	Associated Security*

Request to **REMOVE** Authorization to Exceed Posted Weight Limit permits:

Municipality	Roadway	Begin Location	End Location	Miles	Industry Code (See Reverse)	Associated Security*

Total Security Added \$ \_\_\_\_\_  
 Total Security Removed \$ \_\_\_\_\_  
**Total Security Change \$ \_\_\_\_\_**

\_\_\_\_\_  
 USER SIGNATURE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 POSTING AUTHORITY SIGNATURE

\_\_\_\_\_  
 DATE

If a corporation, a senior officer must sign; if a sole proprietorship, the owner must sign; if an LLC, a member must sign, or if manager-managed the manager must sign; if a partnership (including limited partnership), a general partner must sign.

\*Type 1 and 2 permits: \$12,500/mile for paved roads, \$6,000/mile for unpaved roads, to be maintained at a level consistent with the type of highway. Type 3 permits: \$10,000 for each municipality covered by the per

Industry Code	Industry Description
C	<b>COAL</b> – is designated as the activities included in the site development and hauling operations from a mine site to a distribution center or end user site (i.e. coal powered electric plant)
L	<b>LUMBER</b> – is designated as the finished product being shipped from the mill. (NOTE: If a Type 2 Permit has been issued to the mill, the activities associated with receiving the raw materials shall also be considered lumber. This does not relieve the hauler delivering the raw material to the mill from any obligations under this program at the site where the raw materials are being produced/received.)
M	<b>UNCONVENTIONAL OIL AND GAS</b> – is designated as the drilling and/or well site development, maintenance and repair activities associated with the Marcellus Gas Industry. (This category is added due to the scale of these operations.) This type of drilling activity is considered vertical/horizontal greater than 1 mile deep. <sup>1</sup>
N	<b>NATURAL GAS</b> – is designated as the drilling and/or well site development, maintenance and repair activities at natural gas well/distribution sites. This type of drilling is vertical drilling less than 1 mile deep. <sup>1</sup>
O	<b>OIL</b> – is designated as the drilling and/or well site maintenance and repair activities at oil wells/distribution sites, etc. <sup>1</sup>
Q	<b>QUARRY</b> – is designated as the site where the raw materials are picked up for distribution.
T	<b>TIMBER</b> – is designated as the activities associated with the removal of raw materials from the forest, commonly known as logging.
U	<b>UTILITY</b> – is designated as activities associated with the construction, installation, repair and continued maintenance of the infrastructure utilized to provide services to the general public including potable water, electricity, sewer and storm water collection systems, phone service, cable service, etc. <sup>1</sup>
G	<b>GENERAL</b> – is designated as any activity on a weight restricted highway that does not fit any category listed above. (Examples include the delivery of raw materials necessary to construct a business or residence or residential development on a weight restricted highway.)
<sup>1</sup> Any pipelines or other static product transmission mediums requiring a permit during the construction phase or to complete the continual maintenance and repair thereof shall be coded under the original Industry code. (EX. A pipeline constructed to deliver natural gas to a refinery or distribution center shall be coded as N)	

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**W. Road Damage Repairs – All Letters**



**APPENDIX W**

**Road Damage Repairs – All Letters**

**Letter 1: Excess Damage – Five Day Notification Letter:**

---

**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_

**ATTN:** \_\_\_\_\_

(CERTIFIED MAIL – RETURN RECEIPT REQUESTED)

**From:** \_\_\_\_\_

Route Name/Number \_\_\_\_\_ Agreement No: \_\_\_\_\_ Permit No: \_\_\_\_\_

Dear \_\_\_\_\_:

On \_\_\_\_\_, \_\_\_\_\_ completed a roadway condition survey. During the survey, it was determined that there is excess damage resent as a result of your heavy hauling operation.

Therefore, advanced warning devices must immediately be placed at each damaged location to warn motorists of the deterioration and all Users are required to being repairing the excess damage within 5 business days from receipt of this letter. Additionally, all repairs must be completed to \_\_\_\_\_ satisfaction within 10 business days from the start of the repairs. If you or your contractor believes that it will take longer than 10 days to complete the necessary repairs, a work plan must be submitted to \_\_\_\_\_ for approval. The work plan must indicate the anticipated project schedule with milestone dates and scope of work of the repairs.

If your highway construction contractor does not start repairs within 5 business days and compete repairs within 10 days from the start of repairs or submit an approved work plan, your Authorization to Exceed Posted Weight Restrictions permit for \_\_\_\_\_ will be suspended and Pennsylvania State Police will be notified. The permit will not be reinstated until all the excess maintenance and restorations are completed to Municipality’s satisfaction.

All users are responsible for roadway repairs and cooperation is expected. To assist in the coordination effort, all permittees are listed on the cc list of this letter.

Please contact \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ or email within one (1) business day to meet and discuss your plan of action and review the results of the road condition survey. Do not being any repair work before giving advance notification to the contact above.

Sincerely,

\_\_\_\_\_  
Municipality’s Authorized Representative                      Date

\_\_\_\_\_  
Signatory’s Title

Cc: Pennsylvania State Police: \_\_\_\_\_  
All Roadway Users

**Letter 2: Excess Damage – Immediate Repairs Needed Notification Letter**

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**Municipality:** \_\_\_\_\_  
\_\_\_\_\_

**User/Permittee:** \_\_\_\_\_  
\_\_\_\_\_

Mail Date: \_\_\_\_\_

Route Name/Number: \_\_\_\_\_

Excess Maintenance Agreement No: \_\_\_\_\_

Authorization to Exceed Posted Highway Weight Restrictions Permit No: \_\_\_\_\_

**RE: Excess Damage -Immediate Repairs Needed – Suspension of Hauling Operations**

Dear \_\_\_\_\_:

On \_\_\_\_\_, \_\_\_\_\_ completed a roadway condition survey. During the survey, it was determined that there is excess damage resent as a result of your heavy hauling operation which poses a safety concern for motorists. On \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ was contacted and notified via \_\_\_\_\_ of the need to immediately stop all hauling operations until further notice and being repairs immediately. This letter is a follow-up to that notification.

Therefore, due to the safety concerns to the traveling public, your Authorization to Exceed Posted Weight Restrictions Permit **has been suspended** until repairs are completed by a pre-qualified highway construction contractor, and the Municipality is satisfied that additional safety concerns are not imminent if hauling activities continue. \_\_\_\_\_ reserves the right to begin repairs and seek reimbursement for all costs incurred in accordance with the agreement.

Please contact \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ to discuss your approach in addressing the roadway repairs. Do not being any work prior to giving advance notification to the contact above.

This letter will serve as notice to the Pennsylvania State Police that your permit is suspended. If you have any further questions, please contact \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
Municipality's Authorized Representative                      Date

\_\_\_\_\_  
Signatory's Title

Cc: Pennsylvania State Police: \_\_\_\_\_  
All Roadway Users

**Letter 3: Excess Damage – Permit Suspension Letter**

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**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_  
\_\_\_\_\_

**ATTN:** \_\_\_\_\_

(CERTIFIED MAIL – RETURN RECEIPT REQUESTED)

**From:** \_\_\_\_\_  
\_\_\_\_\_

**RE: Excess Damage -Immediate Repairs Needed – Permit Suspension**

Route Name/Number \_\_\_\_\_ Agreement No: \_\_\_\_\_ Permit No: \_\_\_\_\_

Dear \_\_\_\_\_:

\_\_\_\_\_ sent you a certified letter (enclosed) dated \_\_\_\_\_ requiring a pre-qualified  
Municipality Name  
highway construction contractor to complete the necessary repairs or your permit would be suspended and hauling operations would need to cease.

The requirements of that letter have not been met. Therefore, in accordance with your Excess Maintenance Agreement your Authorization to Exceed Posted Weight Restrictions Permit **is now suspended** until repairs are completed by a pre-qualified highway construction contractor.

If repairs are not started or completed in a timely manner, \_\_\_\_\_ reserves the right to begin  
Municipality Name  
repairs and will seek reimbursement for all costs incurred as in accordance with this agreement.

\_\_\_\_\_ will address roadway repairs as part of their normal maintenance program and work will be  
Municipality Name  
scheduled based on project priority and funding. Please note, the Municipality's improvements will be based on normal maintenance and usage of the roadway and may not address the heavy hauling activities. If a User wants to improve the roadway to a higher level and/or on a date prior to the Municipality's normal maintenance schedule, a User may agree to complete the needed roadway maintenance and restoration as part of their excess maintenance agreement.

Please contact \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ or email within one (1) business day to meet and discuss your plan of action and review the results of the road condition survey. Do not begin any repair work before giving advance notification to the contact above.

At this time, we are reviewing the suspended permit and will make a determination whether to revoke your permit. To avoid having your permit revoked, please contact the Municipality to set up a meeting within three (3) business days of receipt of this letter to discuss any objection you might have to our decision.

This letter will serve as notice to the Pennsylvania State Police that your permit is suspended. If you have any further questions, please contact \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.



Sincerely,

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Municipality's Authorized Representative

Date

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Signatory's Title

Cc: Pennsylvania State Police: \_\_\_\_\_  
All Roadway Users

**Letter 4: Excess Damage – Permit Revocation Letter**

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**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**From:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RE: Excess Damage -Permit Revocation**

Route Name/Number \_\_\_\_\_ Agreement No: \_\_\_\_\_ Permit No: \_\_\_\_\_

Dear \_\_\_\_\_:

In accordance with your Excess Maintenance Agreement, your Authorization to Exceed Posted Weight Restrictions Permit was suspended on \_\_\_\_\_.  
Date

As a result of your failure to complete the necessary repairs, you Authorization to Exceed Posted Highway Weight Restrictions Permit is **revoked**, effective immediately. This letter will also serve as notice to the Pennsylvania State Police that your permit that was previously suspended is now revoked. In addition, this letter also serves as notice to your surety company that \_\_\_\_\_ may take action against your bond.  
Municipality Name

If you have any questions, please contact \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
Municipality's Authorized Representative                      Date

\_\_\_\_\_  
Signatory's Title

Cc: Pennsylvania State: \_\_\_\_\_  
Surety Company: \_\_\_\_\_  
All Roadway Users

**Letter 5: Termination of Excess Maintenance Agreement Letter**

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**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**From:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RE: Termination of Excess Maintenance Agreement**

Route Name/Number \_\_\_\_\_ Agreement No: \_\_\_\_\_ Permit No: \_\_\_\_\_

Dear \_\_\_\_\_:

As a result of \_\_\_\_\_, your Authorization to Exceed Posted Weight Restriction Permit was revoked on \_\_\_\_\_.  
Date

We regret to inform you that since no actions were taken for the reasons stated above; as of this date we are terminating your Excess Maintenance Agreement and all active bonded road permits. We may also take action against your Performance Bond # \_\_\_\_\_ related to the above agreement in the amount of \$\_\_\_\_\_.

If you have any questions, please contact \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
Municipality's Authorized Representative Date

\_\_\_\_\_  
Signatory's Title

Enclosure: \_\_\_\_\_

Cc: Pennsylvania State: \_\_\_\_\_  
Surety Company: \_\_\_\_\_  
All Roadway Users

**Letter 6: Permit Reinstatement Letter**

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**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**From:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RE: Permit Reinstatement**

Route Name/Number \_\_\_\_\_ Agreement No: \_\_\_\_\_ Permit No: \_\_\_\_\_

Dear \_\_\_\_\_:

This letter is to notify you that Authorization to Exceed Posted Weight Restrictions Permit No. \_\_\_\_\_ is reinstated, effective \_\_\_\_\_.

Date

Should you have any questions, please contact \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
Municipality's Authorized Representative                      Date

\_\_\_\_\_  
Signatory's Title

Enclosure: \_\_\_\_\_

Cc: Pennsylvania State: \_\_\_\_\_  
Surety Company: \_\_\_\_\_  
All Roadway Users

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**X. Sample Permit Close-Out Letter**



**APPENDIX X**

**Sample Permit Close – Out Letter**

**Permit Close-Out Letter**

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**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**From:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RE: Permit Close-Out**

Route Name/Number \_\_\_\_\_ Agreement No: \_\_\_\_\_ Permit No: \_\_\_\_\_

Dear \_\_\_\_\_:

This letter is to notify you that Authorization to Exceed Posted Weight Restrictions Permit No. \_\_\_\_\_ is terminated, effective \_\_\_\_\_.  
Date

The roadway authorized for use, under your permit, is having its posted weight restrictions removed, and the roadway conditions will be undergoing upgrades. As a result, your permit has been terminated, because it was deemed to be no longer necessary.

Should you have any questions, please contact \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
Municipality's Authorized Representative                      Date

\_\_\_\_\_  
Signatory's Title

Enclosure: \_\_\_\_\_

Cc: Pennsylvania State: \_\_\_\_\_  
Surety Company: \_\_\_\_\_  
All Roadway Users