



UPPER UWCHLAN TOWNSHIP  
BOARD OF SUPERVISORS MEETING  
AGENDA  
APRIL 18, 2022  
7:00 p.m.

LOCATION: Township Building, 140 Pottstown Pike, Chester Springs, PA 19425

I. CALL TO ORDER	Packet Page #
A. Salute to the Flag	
B. Moment of Silence	
C. Inquire If Any Attendee Plans to Audio or Video Record the Meeting	
II. APPROVAL OF MINUTES:	2
March 8, 2022 Board of Supervisors Workshop	2
March 21, 2022 Board of Supervisors Meeting	4
March 28, 2022 Board of Supervisors Special Meeting re: Sunoco/Energy Transfer's Marsh Creek Lake Cleanup	8
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III. APPROVAL OF PAYMENTS	11
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IV. TREASURER'S REPORT	
V. SUPERVISORS' REPORT	
A. Historical Commission Appointments	
B. Calendar:	
April 24-27, 2022 Pennsylvania State Association of Township Supervisors (PSATS) Annual Educational Conference & Trade Show, Hershey PA	
May 9, 2022 6:30 PM Conditional Use Hearing ~ 100 Greenridge Road at Pickering Valley Elementary School	
May 10, 2022 4:00 PM Board of Supervisors Workshop	
May 16, 2022 7:00 PM Board of Supervisors Meeting, and tentative Conditional Use Hearings ~ Natural Lands/Shryock, and Chester County Parks & Facilities Struble Trail Extension Phase II	
May 23, 2022 6:30 PM Conditional Use Hearing ~ 100 Greenridge Road at Pickering Valley Elementary School	
May 30, 2022 Office Closed ~ Memorial Day ~ No Trash/Recycling Service	
Yard Waste Collection Dates: April 20, 27, May 4, 11	
Do not use plastic bags as these materials are composted. Place materials curbside the night before to guarantee collection.	
VI. ADMINISTRATION REPORTS	70
A. Township Engineer's Report, Development Update	74
B. Building and Codes Department Report	--
C. Police Chief's Report	--
D. Public Works Department Report	76
VII. LAND DEVELOPMENT	80
A. Natural Lands / Shryock Lot Line Change ~ consider approval	
VIII. ADMINISTRATION	
A. Resolution Adoption ~ American Rescue Plan Fund Expenditure	115
B. Stormwater Basin Retrofits – Authorize Publication of Bid Specifications for Construction	116
IX. OPEN SESSION	
X. ADJOURNMENT	



Upper Uwchlan Township  
Board of Supervisors  
Workshop  
March 8, 2022  
4:00 p.m.  
Minutes  
**DRAFT**

Attendees:

Sandy D'Amico, Chair  
Jenn Baxter, Vice-Chair  
Andy Durkin, Member

Tony Scheivert, Township Manager  
Shanna Lodge, Assistant Township Manager  
Gwen Jonik, Township Secretary  
John DeMarco, Police Chief  
Rhys Lloyd, Building Code Official  
Anthony Campbell, Zoning Officer

The Workshop was held at the Township Building, 140 Pottstown Pike, Chester Springs PA 19425. Sandy D'Amico called the Workshop to order at 4:00 p.m., led the Pledge of Allegiance and offered a moment of silence. There were no citizens in attendance.

Parks Ordinance Amendment for Alcohol Permits

Tony Scheivert introduced an Ordinance amending Chapter 127 of the Upper Uwchlan Township Code "to allow for alcoholic beverages to be possessed and consumed at private events at the Barn at Upland Farm with a permit and at Township sponsored events with prior approval of the Board of Supervisors." The Board could expand the regulations if so desired in the future. The Board is asked to authorize the advertisement of the ordinance amendment for adoption consideration at their April meeting. Jenn Baxter moved, seconded by Andy Durkin, to authorize the advertisement of the ordinance amendment. The motion carried unanimously.

Barn Use Regulations

The Board was presented with a final draft of the rules and regulations for the use/rental of the Barn at Upland Farm, including the areas available for use – upper level room, lower level classrooms, amenities, fees, and permits required. The fees are broken out by type of user – Township programs, Township-based non-profit organizations, Township residents, etc. Maximum capacity determination, tent use, and parking were discussed. The Board was asked to review the document which may be considered for approval at their March 21, 2022 meeting.

Police Vehicle Purchase

Chief DeMarco explained that the 2022 budget included replacement of 2 police vehicles. A third vehicle was being serviced, however, it's been determined to be beyond repair. Using the Co-Stars State purchasing contract with New Holland Auto Group, a quote has been prepared to purchase and outfit a third police vehicle this year, totaling \$48,484.17. The Board is asked to consider approving this purchase at their March 21, 2022 meeting.

Taser 7 Purchase

Chief DeMarco proposes the purchase of (16) Taser 7 devices, the latest technology in the use of less lethal force. That number would provide each Officer with their own taser. At the end of their shift, the Officer would return their assigned Taser to an electronic docking station, which downloads any activity that occurred with the device. The purchase would take advantage of a Bundle Package, providing the taser, holster, cartridges, etc., that are typically sold separately. The total cost would be \$53,555.19 over a 5-year payment plan, \$10,711.03/year. The Board is asked to consider approving this purchase at their March 21, 2022 meeting.

Tony Scheivert noted that since these purchases were not included in the 2022 Budget, funds will need to be transferred. We will investigate whether ARP funds may be used.

Open Session

Tony Scheivert attended the Chester County Tax Collection Committee (CCTCC) meeting and it was reported that the Township's and the County's earned income tax revenue is up from last year for the first two months of 2022. This may be due to increased population, higher salaries, and perhaps those working from home instead of in Philadelphia, not paying that wage tax and the taxes staying local.

Chief DeMarco invited the Board members to attend the Department's training sessions at the County's Emergency Training Center later this month.

Chief DeMarco noted the Department's Accreditation Assessment will take place late March. This Assessment occurs every 3 years.

Shanna Lodge advised that the Board may see at their March 21 meeting proposals for storm water basin retrofits in the Heather Hill development and the new basin at Upland Farm Park.

Adjournment

There being no further business to be brought before the Board, Sandy D'Amico adjourned the Workshop at 4:43 p.m. The Board then held an Executive Session regarding a legal matter.

Respectfully submitted,

Gwen A. Jonik  
Township Secretary



TOWNSHIP OF UPPER UWCHLAN  
BOARD OF SUPERVISORS  
MEETING  
March 21, 2022  
7:00 p.m.  
Minutes  
**DRAFT**

LOCATION: Township Building,  
140 Pottstown Pike, Chester Springs PA 19425

Attending:

Board of Supervisors

Sandra M. D'Amico, Chair  
Jennifer F. Baxter, Vice Chair  
Andrew P. Durkin, Member

Kristin Camp, Esq., Township Solicitor

Township Administration

Tony Scheivert, Township Manager  
Shanna Lodge, Assistant Township Manager  
Gwen Jonik, Township Secretary  
John DeMarco, Chief of Police  
Rhys Lloyd, Building Code Official  
Anthony Campbell, Zoning Officer  
Mike Heckman, Director of Public Works  
Dave Leh, Township Engineer

Mrs. D'Amico called the meeting to order at 7:05 p.m., led the Pledge of Allegiance and offered a moment of silence. No one planned to record the meeting. There were over 40 citizens in attendance.

Approval of Minutes

Mrs. D'Amico noted Mr. Durkin's name should be added to the January 18, 2022 Board of Supervisors Meeting minutes and the February 22, 2022 Conditional Use Hearing minutes. Mrs. Baxter moved, seconded by Mr. Durkin, to approve the minutes of the December 29, 2021 Board of Supervisors Special meeting, January 11, 2022 Board of Supervisors Workshop, January 18, 2022 Board of Supervisors Meeting (with revision), February 8, 2022 Board of Supervisors Workshop, February 15, 2022 Board of Supervisors Meeting and February 22, 2022 Conditional Use Hearing (with revision). The motion carried unanimously.

Approval of Payments

Mrs. Baxter moved, seconded by Mr. Durkin, to approve the payments to all vendors as listed March 18, 2022. The motion carried unanimously.

Treasurer's Report

Tony Scheivert reported that we are 16.7% through the year; year-to-date revenues are at 15.2% of the budget; expenses are at 11.1% of the budget.

Supervisor's Report

Mrs. D'Amico read a promotion letter, appointing Detective Tom Jones to the Rank of Lieutenant Tom Jones. Mrs. Baxter moved, seconded by Mr. Durkin to approve the appointment. The motion carried unanimously. Lt. Jones started with the Department in 1992 as a part-time Officer. Magisterial District Judge Paige Simmons administered Lt. Jones's Oath of Office and the Supervisors handed him his shields. The Supervisors recognized Lt. Jones's 30 years of service to the Township Police Department with the gift of a clock.

The Supervisors recognized Chief DeMarco for his 35 years of service to the Department with the gift of a glass eagle figure.

The Supervisors thanked Tony Scheivert for his work over the past 2 years. Mr. Scheivert's employment with the Township began March 9, 2020, one week before the Covid-19 pandemic restrictions were implemented.

Mrs. D'Amico announced a 5-minute recess to allow Lt. Jones's family and friends to depart if they so desired. Mrs. D'Amico reconvened the meeting at 7:24 p.m.

Mrs. D'Amico advised that the Supervisors had met earlier this evening with 2 candidates for the Technology Advisory Board (TAB). Mrs. Baxter moved, seconded by Mr. Durkin, to appoint Gregg Heimer and Rizwan Jagirdar to the TAB. The motion carried unanimously. A term on the TAB is 3 years. They are both filling mid-term vacancies and their terms will expire December 31, 2023.

The Supervisors recognized Juniper Tree, owned by Amanda and Andy Wilkes, as Business of the Year. They have participated in community events such as Trunk or Treat, Toys for Tots and the Believe and Achieve Foundation. Congratulations to the Wilkes!

The Supervisors will recognize Volunteer of the Year, Byron Nickerson, at a future meeting.

Mrs. D'Amico announced that Executive Sessions were held March 8, 2022 regarding a legal matter and March 21, 2022 regarding personnel. She read the following calendar: March 29, 2022 6:30 PM Conditional Use Hearing #4 ~ 100 Greenridge Road, at Shamona Creek Elementary School Cafeteria; April 12, 2022 4:00 PM Joint Boards & Commissions Workshop; April 15, 2022 Office Closed ~ Good Friday; April 18, 2022 7:00 PM Board of Supervisors Meeting; yard waste collection dates March 30, April 6, 13, 20 and 27.

## **ADMINISTRATION REPORTS**

### **Township Engineer's Report**

Dave Leh reported the final escrow release for Profound Technologies is on the agenda. Gilmore & Associates has inspected the site and all work has been satisfactorily completed. They recommend approving release #2/Final. Mrs. Baxter moved, seconded by Mr. Durkin, to approve escrow release #2/Final in the amount of \$41,388.60 for 125 Little Conestoga Road/Profound Technologies building addition project. The motion carried unanimously.

Mr. Leh reported a request was received from Windsor Baptist Church for the first reduction of their Letter of Credit for their school building project. The work has been inspected and Gilmore recommends the reduction of \$104,855.00. Mrs. Baxter moved, seconded by Mr. Durkin, to approve the reduction of Windsor Baptist Church's Letter of Credit by \$104,855.00. The motion carried unanimously.

Mr. Leh noted an amended Plan was received for Byers Station Parcel 5C Lot 2B, the currently vacant commercial lot north of the Township Building, proposing a daycare center, a restaurant, and retail space. The Plan will be distributed for consultant review.

### **Building and Codes Department Report**

Rhys Lloyd reported that 39 building permits issued in February, totaling \$25,249.00 in permit fees. The Department conducted 166 inspections last month. Nine new families moved into the Township in February. He noted Pennsylvania recently adopted the 2018 Building Codes. He and Anthony Campbell attended training on the Codes.

### **Police Chief's Report**

Chief DeMarco reported the Department handled 1,160 calls last month and they will again hold a multi-day Junior Police Academy in June.

### Public Works Department Report

Mike Heckman reported that the staff completed 91 work orders last month, cleaned salt truck after every snow/ice event, fixed potholes, cleaned inlets, called out twice for downed trees, worked on topsoil grading at Upland Farm, serviced police vehicles, and new employee, Bradley Richmond, is working out well. Mrs. Baxter noted there was wire fencing in need of repair at the Lakeridge wastewater treatment plant.

### Land Development

Windsor Baptist Church/School Building Escrow Release was addressed earlier, during the Township Engineer's report.

125 Little Conestoga Road/Profound Technologies Escrow Release was also addressed earlier, during the Township Engineer's report.

11 Senn Drive Land Development Plan. Dave Leh introduced the project. Property owner Scott Johnson was in attendance, as was Chris Daily of D.L. Howell. Mr. Daily explained the proposed 20,000 SF gravel parking area will be behind the existing building, previously Summit Fitness, now being occupied by hardscaping company Aquarius Supply. The gravel area is for storage of materials and parking for the equipment used to move the materials. This is a wholesale-only business, not retail. There will be 2 accesses; the area will be fenced; 4 employees; limited hours. They requested 2 waivers and will comply with the items in the consultants' review letter.

Mrs. Baxter moved, seconded by Mr. Durkin, to grant Preliminary / Final Land Development Approval of the plan titled "11 Senn Drive Parking Expansion" prepared by DL Howell, dated January 3, 2022 and revised February 23, 2022 accompanied by the following conditions:

1. The plans shall be revised to comply with Gilmore & Associates, Inc. review letter dated March 9, 2022.
2. A waiver is granted from Section §162-7.B.(2) to permit this submission to be considered a Preliminary/Final application.
3. A waiver is granted from Section §162-39.D. to not require the proposed gravel parking / storage area to be curbed.

The motion carried unanimously.

### ADMINISTRATION

Amended Ordinance Adoption - Alcoholic beverage regulations for the Barn at Upland Farm. Shanna Lodge introduced the amended ordinance proposing the allowance of alcoholic beverages at private events at the Barn at Upland Farm with a permit approved by the Township, and at Township-sponsored events. Kristin Camp, Esq., advised that she had reviewed the amendment and it was properly advertised. The Board of Supervisors had previously reviewed the amendment. Mrs. Baxter moved, seconded by Mr. Durkin, to adopt Ordinance #2022-01 amending Chapter 127 of the Upper Uwchlan Township Code to insert sections 127-2.(D)(1)(a) and 127-2.D.(1)(b) to allow for alcoholic beverages to be possessed and consumed at private events at the Barn at Upland Farm with a permit and at Township sponsored events with prior approval of the Board of Supervisors. Gerry Stein asked of the criteria to approve a waiver, as well as criteria for approved caterers. Ms. Lodge briefly explained the criteria. The motion to adopt Ordinance #2022-01 carried unanimously.

The Barn at Upland Farm Rental Policy. Ms. Lodge noted minor changes to the rental policy previously reviewed by the Board. The capacity of the Barn has been finalized at 160 occupants total, including both the upper level with the deck and the lower level, the alcoholic beverage regulations are now added, etc. Mrs. Baxter moved to approve the Barn at Upland Farm Rental Policy as presented this evening. Mr. Durkin seconded, and the motion carried unanimously.

Mr. Scheivert announced a public open house at the Barn scheduled for April 9, before the Easter egg hunt at Hickory Park. Mrs. D'Amico thanked everyone who has been involved over the years with the Barn improvement project.

Police vehicle purchase. Chief DeMarco advised that the purchase of 2 new vehicles was included in the 2022 Budget. A third vehicle can no longer be repaired, and Chief DeMarco requests the Board approve the purchase of a third new vehicle in 2022. The 2022 Police Interceptor purchase uses the State's Co-Star contracting program and totals \$48,484.17 for the base vehicle and outfitting it with the police-specific equipment. Mrs. Baxter moved, seconded by Mr. Durkin, to approve the purchase of a third 2022 Police Interceptor at the total cost of \$48,484.17. The motion carried unanimously.

Taser 7 purchase. Chief DeMarco requested the Board's approval of a non-budgeted purchase of 16 Taser 7 devices. This is a non-lethal device for police when force is needed. The Department currently has 7 tasers using old technology. It is proposed that each officer have their own taser while on duty, the new technology downloads to the electronic docking station any activity that may have occurred with the device during the shift, the tasers remain fully charged for each officer's use. The proposed purchase would take advantage of a Bundle Package which includes the tasers, holsters, docking stations, training cartridges, duty cartridges, duty cartridge replacements, training, and warranty. The current tasers would be sold back. The total cost is \$53,555.19 over a 5-year payment plan of \$10,711.03/year. Mrs. Baxter moved, seconded by Mr. Durkin, to approve the purchase of 16 Taser 7 devices using the Bundle Package and 5-year payment plan. The motion carried unanimously.

Econolite Software Maintenance Agreement. Tony Scheivert advised that the current contract for software maintenance of the *Centrac*s traffic signal control program is expiring, and the Board is requested to approve the execution of a 3-year renewal that would expire in 2024. Mrs. Baxter moved, seconded by Mr. Durkin, to approve the execution of the Econolite Software Maintenance Agreement. The motion carried unanimously.

Public Works Items for Sale. Mrs. Baxter moved, seconded by Mr. Durkin, to authorize advertisement of the following public works equipment for sale via Municibid, an electronic auction: 2006 John Deere backhoe, Ranger wheel balancer, 3 weed eaters. Bids will be accepted until Monday, April 11 for acceptance of high bids and approval of sales at the Board's Workshop Tuesday, April 12. The motion to authorize the advertisement carried unanimously.

Stormwater Basin Retrofit Presentation. The Board tabled this presentation until the April 12, 2022 Workshop.

#### Open Session

Gerry Stein asked the status of the repairs to the house at Upland Farm Park. Mr. Scheivert noted that mold and lead remediations were completed and structural issues are now being addressed to preserve the structure, which will be used by the Historical Commission and perhaps a museum to display historic artifacts. Rhys Lloyd added the Township is moving toward making the structure occupiable. Steve Egnaczyk commented he likes what's been happening with the barn.

Sue Quake asked if the March 29 conditional use hearing would be the last hearing for Toll's 100 Greenridge Road project. Kristin Camp, Esq., replied that it would not be the last as the Applicant has experts presenting testimony and then all Parties have the opportunity to cross examine.

#### Adjournment

There being no further business to be brought before the Board, Mrs. D'Amico adjourned the meeting at 8:11 p.m.

Respectfully submitted,

Gwen A. Jonik  
Township Secretary



UPPER UWCHLAN TOWNSHIP  
BOARD OF SUPERVISORS  
SPECIAL MEETING  
March 28, 2022

MINUTES  
**Draft**

LOCATION: Township Building, 140 Pottstown Pike, Chester Springs PA 19425

In Attendance:

Board of Supervisors

Sandra M. D'Amico, Chair  
Jenn Baxter, Vice-Chair  
Andy Durkin, Member

Tony Scheivert, Township Manager  
Shanna Lodge, Assistant Township Manager

Mrs. D'Amico called the meeting to order at 7:02 p.m., led the Pledge of Allegiance and offered a moment of silence. There were 15 citizens in attendance.

Mrs. D'Amico opened the meeting with stating that if she could stop the pipeline, she would but she can't do that so we are here to give what information we can to the residents.

Mr. Scheivert presented a power point of the Marsh Creek Lake Clean Up and the process Energy Transfer will use to remove the drilling mud that was leaked into the lake. The route that trucks will take was reviewed, and residents were reminded to call the Township if trucks enter their yards and cause damage. Township work hours were reviewed, and residents were instructed to call the Township if they see work occurring outside of those hours.

Mr. Scheivert presented an amendment to the Road Bond Agreement with Energy Transfer Partners. The agreement adds Waterview, Highview, Lakeview, Meadow, and Milford Roads to the original road bond agreement with Energy Transfer. The amendment also spells out that Energy Transfer will be responsible for milling and paving all of Highview, Lakeview and Milford Road up to the intersection of Lakeview when the project is completed.

Mrs. Baxter made a motion to approve the Road Bond Agreement pending Solicitor approval, the motion was seconded by Mr. Durkin and was approved unanimously.

Mrs. D'Amico adjourned the meeting at 8:15 p.m.

Respectfully submitted,

Tony Scheivert  
Township Manager



TOWNSHIP OF UPPER UWCHLAN  
CONDITIONAL USE HEARING  
March 29, 2022  
6:30 PM  
Minutes  
**DRAFT**

**LOCATION:** This was an in-person Hearing, held at Shamona Creek Elementary School, 501 Dorlan Mill Road, Downingtown PA 19335, with audio-only attendance via Zoom provided as an option. The meeting's public notice instructed those interested in listening to the meeting via Zoom to email the Township Manager for the link and password to join in the meeting.

**Attending:**

**Board of Supervisors**

Sandra M. D'Amico, Chair  
Jennifer F. Baxter, Vice-Chair  
Andrew P. Durkin, Member

Kristin Camp, Esq., Township Solicitor  
Mark Hagerty, Court Stenographer

Mike Crotty, Esq., Planning Commission Counsel

**Township Administration**

Tony Scheivert, Township Manager  
Shanna Lodge, Assistant Township Manager  
Rhys Lloyd, Building Code Official  
Anthony Campbell, Zoning Officer  
Dave Leh, Township Engineer  
Matt Brown, Township Wastewater Consultant  
Sheila Fleming, Township Planner  
Chris Williams, Township Traffic Consultant

Mrs. D'Amico called to order at 6:34 p.m. Conditional Use Hearing #4 for Toll Mid-Atlantic LP Company regarding their 100 Greenridge Road Application. There were approximately 50 citizens in attendance, plus 4 audio-only.

Ms. Camp conducted the Hearing. Mr. Hagerty recorded the proceedings, and his transcript is the official Record of the Hearing. The following is an informal summary of the Hearing.

Alyson Zarro, Esq., representing Toll Mid Atlantic, distributed Applicant's Exhibits A-20 through A-24 and resumed examining witness, John Baionno, Project Engineer with ESE Consultants. He provided testimony regarding the roadway location, the precautionary and prohibitive slopes on the property, storm water runoff pre- and post-construction, wetlands delineation.

At the conclusion of Mr. Baionno's testimony, the following Parties -- Mr. Crotty, Jon Long, Dave Butte, Steve Egnacyk, Jordan Rajan, and Ms. Camp -- asked questions about slope disturbance, storm water basins and runoff calculations, retaining wall along the roadway, storm water impact on wastewater disposal fields, infiltration studies.

The Board of Supervisors questioned engineering designs for the Zoning Hearing Board variance application and the wetlands delineation.

Following being sworn in by Mark Hagerty, Fred Ebert, a sanitary sewer expert, was examined by Ms. Zarro. Mr. Ebert provided testimony regarding test pits, the 5.4 acre proposed drip irrigation field, soil drainage, the 2.8 acre proposed drip irrigation field, the collection and treatment route, the necessary disposal capacity, and groundwater monitoring wells.

The internet went down @ 7:30, affecting the audio-only participants, so a short recess was taken. The Hearing resumed at 7:42 p.m. when the internet was operating.

Mr. and Mrs. Mark Robinson recently moved in near the project on Greenridge Road and requested Party status. Ms. Zarro approved of their entry as a Party.

Following Mr. Ebert's testimony, the following Parties – Mr. Crotty, Jon Long, Dave Butte, Steve Egnaczyk, Brian Podvia, John Quake, LeeAnn Smith, Elizabeth Woodward -- asked Mr. Ebert questions regarding aboveground structures, odors, stormwater impacts, disposal field soils, dedication to the Authority/Township, impact on neighbors' wells, maintenance responsibilities, treated wastewater quality, useful life of disposal fields, effluent temperature, soils, impact on Black Horse Creek and Marsh Creek Lake, sewer pipe location, increased flow since pandemic, disposal field failure.

The Board of Supervisors asked about the useful life of the tube filters in the drip fields, field location selection, monitoring wells, fencing, contingency capacity calculations, test pits, pumpstation locations, and odors.

At 9:13 p.m., went off the record to pick the next hearing date(s). Back on the record, Ms. Camp announced the next hearings would be held Monday, May 9, 2022 at 6:30 p.m. and Monday, May 23, 2022 at 6:30 p.m., hopefully at Pickering Valley Elementary, or Shamona Creek Elementary.

Adjournment

There being no further business to be brought before the Board, Mrs. D'Amico adjourned the evening at 9:08 p.m.

Respectfully submitted,

Gwen A. Jonik,  
Township Secretary

Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 52939 to 53014  
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
52939	03/21/22	MARKH010 MARK HAGERTY	909.00	2594
52940	04/18/22	21ST 21st CENTURY MEDIA PHILLY	1,331.44	2605
52941	04/18/22	A1SECURI A-1 SECURITY CENTER	26.00	2605
52942	04/18/22	AQUAP010 AQUA PA	1,623.07	2605
52943	04/18/22	ARROC010 ARRO CONSULTING, INC.	896.65	2605
52944	04/18/22	ATTMOBIL AT & T MOBILITY	787.94	2605
52945	04/18/22	BIO-ONE BIO-ONE CHESTER COUNTY	2,995.00	2605
52946	04/18/22	BRANDFLA BRANDYWINE FLAGS	1,045.00	2605
52947	04/18/22	BRANDSPC BRANDYWINE VALLEY SPCA	167.16	2605
52948	04/18/22	BRANDWIN BRANDYWINE CONSERVANCY	285.00	2605
52949	04/18/22	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI	1,713.16	2605
52950	04/18/22	BUKAT010 JILL BUKATA	584.19	2605
52951	04/18/22	BURKHOLD BURKHOLDER MFG, INC.	56.90	2605
52952	04/18/22	CAMPANEL CAMPANELLA CONSULTING GROUP	4,312.50	2605
52953	04/18/22	COLLIFL COLLIFLOWER, INC	151.05	2605
52954	04/18/22	COMCA010 COMCAST	1,381.24	2605
52955	04/18/22	CROWNTRO CROWN TROPHY	305.00	2605
52956	04/18/22	CRYST010 CRYSTAL SPRINGS	3.99	2605
52957	04/18/22	DELAW030 DELAWARE VALLEY HEALTH TRUST	57,160.65	2605
52958	04/18/22	DELTRUST DELAWARE VALLEY PROP&LIA TRST	22,706.30	2605
52959	04/18/22	DEWEEO10 DEWEES BROTHERS PLUMBING & HEA	1,581.43	2605
52960	04/18/22	DWVCT DELAWARE VALLEY WORKERS COMP	14,771.75	2605
52961	04/18/22	EAGLEPEQ EAGLE POWER TURF & TRACTOR	534.24	2605
52962	04/18/22	EAGLHARD EAGLE HARDWARE	194.36	2605
52963	04/18/22	FAULKNER FAULKNER FLEET GROUP	129.00	2605
52964	04/18/22	FLEXIBEN FLEXIBLE BENEFIT ADMINISTRATOR	120.00	2605
52965	04/18/22	FREDBEAN FRED BEANS FORD LINCOLN OF WC	7.20	2605
52966	04/18/22	GILMO020 GILMORE & ASSOCIATES, INC	3,356.12	2605
52967	04/18/22	GLENM010 GLENMORE FIRE COMPANY	5,717.50	2605
52968	04/18/22	GREAT010 GREAT VALLEY LOCKSHOP	125.00	2605
52969	04/18/22	HATH0010 H.A. THOMSON	221.00	2605
52970	04/18/22	HAWEI010 H.A. WEIGAND, INC.	2,402.00	2605
52971	04/18/22	HELPNOW HELP-NOW,LLC	3,093.13	2605
52972	04/18/22	HONEYBRO HONEY BROOK OUTDOOR POWER	80.85	2605
52973	04/18/22	INDEPGR4 INDEPENDENT GRAPHICS	2,318.00	2605
52974	04/18/22	INTER010 INTERCON TRUCK EQUIPMENT	1,002.50	2605
52975	04/18/22	IRONM010 IRON MOUNTAIN	976.22	2605
52976	04/18/22	JONESSTE STEVEN R. JONES	158.14	2605
52977	04/18/22	KIMBALLW KIMBALL MIDWEST	22.19	2605
52978	04/18/22	LEVEN010 LEVENGOOD SEPTIC SERVICE	256.50	2605
52979	04/18/22	LINESYST TELESYSTEM	1,097.83	2605
52980	04/18/22	LUDWI060 LUDWIG'S CORNER SUPPLY CO.	29.90	2605
52981	04/18/22	MARSH020 MARSH CREEK SIGNS	192.00	2605
52982	04/18/22	MCGOV020 MCGOVERN ENVIRONMENTAL, LLC	216.00	2605
52983	04/18/22	MCMAH010 MCMAHON ASSOCIATES, INC.	2,352.50	2605
52984	04/18/22	METRO020 METROPOLITAN COMMUNICATIONS	59.90	2605
52985	04/18/22	MICHBUCK MICHAEL D BUCKS & ASSOCIATES	1,910.40	2605
52986	04/18/22	MIDAT010 MID ATLANTIC CONNECTIONS, INC.	257.00	2605
52987	04/18/22	MMDISTRI M & M DISTRIBUTION, LLC	1,399.00	2605
52988	04/18/22	MONTE010 MONTESANO BROS.	3,288.50	2605
52989	04/18/22	NAPA0010 NAPA AUTO PARTS	2,333.62	2605

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
52990	04/18/22	NAPAMORG NAPA MORGANTOWN	57.95		2605
52991	04/18/22	NEWHO010 NEW HOLLAND AUTO GROUP	1,316.34		2605
52992	04/18/22	NORMGLAS NORMAN T. GLASS "RESTORATIONS"	2,500.00		2605
52993	04/18/22	NORTH040 NORTHERN SAFETY & INDUSTRIAL	71.16		2605
52994	04/18/22	NOVUS NOVUS MAINTENANCE, LLC	2,800.00		2605
52995	04/18/22	PECO PECO ENERGY COMPANY	4,832.25		2605
52996	04/18/22	PHOTO010 PHOTO CARD SPECIALISTS, INC	188.39		2605
52997	04/18/22	RAM-T010 RAM-T CORPORATION	118.00		2605
52998	04/18/22	ROBLITTL ROBERT E. LITTLE, INC.	479.07		2605
52999	04/18/22	SERVI010 SERVICE TIRE TRUCK CENTER	2,148.00		2605
53000	04/18/22	SHRWILWC THE SHERWIN WILLIAMS CO.	1,231.02		2605
53001	04/18/22	SIANALAW SIANA LAW, LLP	1,444.00		2605
53002	04/18/22	STAPLADV STAPLES BUSINESS CREDIT	993.66		2605
53003	04/18/22	STAPLCRP STAPLES CREDIT PLAN	1,375.91		2605
53004	04/18/22	STYER010 STYER PROPANE	544.67		2605
53005	04/18/22	SWEETWAT SWEETWATER NATURAL PRODUCTS LL	336.00		2605
53006	04/18/22	TRAISR TRAISR, LLC	3,278.40		2605
53007	04/18/22	USMUN020 US MUNICIPAL SUPPLY CO.	505.85		2605
53008	04/18/22	UWCHL010 UWCHLAN AMBULANCE CORPS	13,519.00		2605
53009	04/18/22	VERIZ010 VERIZON	432.27		2605
53010	04/18/22	VERIZFIO VERIZON	134.99		2605
53011	04/18/22	WEAVERMU WEAVER MULCH	1,645.25		2605
53012	04/18/22	WIGGISHR WIGGINS SHREDDING	95.00		2605
53013	04/18/22	WITME010 WITMER PUBLIC SAFETY GROUP, INC	2,129.54		2605
53014	04/18/22	YSM YSM	4,752.52		2605
<hr/>					
Report Totals					
		Paid	Void	Amount Paid	Amount Void
	Checks:	76	0	195,574.26	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	76	0	195,574.26	0.00

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Range of Checking Accts: GENERAL to GENERAL Range of Check Ids: 52939 to 53014  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void Ref	Ref Num	Seq Acct
PO #	Item	Description					Contract		
52939	03/21/22	MARKH010 MARK HAGERTY						2594	
22-00409	1	court reporter - reimbursable	846.50		01-414-003-301 Court Reporter Reimb	Expenditure		1	1
22-00409	2	court reporter - nonreimb		62.50	01-414-001-301 Court Reporter	Expenditure		2	1
				909.00					
52940	04/18/22	21ST CENTURY MEDIA PHILLY						2605	
22-00422	1	twp - police officer	975.75		01-400-000-341 Advertising	Expenditure		1	1
22-00422	2	twp - ordinance update		190.22	01-400-000-341 Advertising	Expenditure		2	1
22-00422	3	twp - bid notice		68.49	01-400-000-341 Advertising	Expenditure		3	1
22-00422	4	twp -special mtg - marsh creek		96.98	01-400-000-341 Advertising	Expenditure		4	1
				1,331.44					
52941	04/18/22	A1SECURI A-1 SECURITY CENTER						2605	
22-00423	1	ff - key cut	26.00		01-454-003-200 Supplies	Expenditure		5	1
52942	04/18/22	AQUAP010 AQUA PA						2605	
22-00426	1	ff	30.19		01-454-003-360 Utilities	Expenditure		15	1
22-00426	2	pw	115.94		01-409-001-360 Utilities	Expenditure		16	1
22-00426	3	twp	100.30		01-409-003-360 Utilities	Expenditure		17	1
22-00426	4	twp	191.50		01-409-003-360 Utilities	Expenditure		18	1
22-00426	5	hp	768.56		01-454-002-360 Utilities	Expenditure		19	1
22-00426	6	milford	18.00		01-409-004-360 Utilities	Expenditure		20	1
22-00426	7	upland	160.50		01-454-005-360 Utilities	Expenditure		21	1
22-00426	8	upland	238.08		01-454-005-360 Utilities	Expenditure		22	1
			1,623.07						
52943	04/18/22	ARROC010 ARRO CONSULTING, INC.						2605	
22-00425	1	project 10270.80 greenridge	547.40		01-408-000-310 Reimbursable Engineer	Expenditure		13	1
22-00425	2	project 17000.00 consulting	349.25		01-408-000-313 Non Reimbursable	Expenditure		14	1
			896.65						

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num	Ref Seq	Acct
PO #	Item	Description				Contract			
52944	04/18/22	ATTMOBIL AT & T MOBILITY					2605		
22-00424	1	pd - cells	386.04	01-410-000-320 Telephone	Expenditure		6	1	
22-00424	2	admin	60.05	01-400-000-320 Telephone	Expenditure		7	1	
22-00424	3	admin	12.74	01-401-000-322 Ipad Expense	Expenditure		8	1	
22-00424	4	codes	60.05	01-413-000-320 Telephone	Expenditure		9	1	
22-00424	5	codes	46.97	01-413-000-322 Ipad Expense	Expenditure		10	1	
22-00424	6	pw	163.13	01-438-000-320 Telephone	Expenditure		11	1	
22-00424	7	pw	58.96	01-438-000-322 Ipad Expense	Expenditure		12	1	
			787.94						
52945	04/18/22	BIO-ONE BIO-ONE CHESTER COUNTY					2605		
22-00433	1	upland - bat droppings	2,995.00	01-454-005-450 Contracted Services	Expenditure		29	1	
52946	04/18/22	BRANDFLA BRANDYWINE FLAGS					2605		
22-00427	1	parks - flags	1,045.00	01-454-001-200 Supplies	Expenditure		23	1	
52947	04/18/22	BRANDSPC BRANDYWINE VALLEY SPCA					2605		
22-00432	1	spca activity	167.16	01-422-000-530 Contributions/SPCA	Expenditure		28	1	
52948	04/18/22	BRANDWIN BRANDYWINE CONSERVANCY					2605		
22-00429	1	greenridge cu plan	285.00	01-408-000-310 Reimbursable Engineer	Expenditure		25	1	
52949	04/18/22	BUCKL010 BUCKLEY, BRION, MCGUIRE, MORRI					2605		
22-00431	1	twp - march services	1,713.16	01-404-000-311 Non Reimbursable Legal	Expenditure		27	1	
52950	04/18/22	BUKAT010 JILL BUKATA					2605		
22-00458	1	travel reimbursement - gfoa	584.19	01-401-000-317 Parking/Travel	Expenditure		94	1	
52951	04/18/22	BURKHOLD BURKHOLDER MFG, INC.					2605		
22-00428	1	parks - breakaway cable	33.90	01-454-001-200 Supplies	Expenditure		24	1	
22-00430	1	parks - air vents	23.00	01-454-001-200 Supplies	Expenditure		26	1	
			56.90						
52952	04/18/22	CAMPANEL CAMPANELLA CONSULTING GROUP					2605		
22-00439	1	march services	2,362.50	01-401-000-450 Contracted Services	Expenditure		33	1	

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PO #	Item	Description	Amount Paid	Charge Account	Account Type	Contract	Ref Seq	Acct
52952	CAMPANELLA CONSULTING GROUP	Continued						
22-00439	2	february services	1,950.00	01-401-000-450 Contracted Services	Expenditure		34	1
			4,312.50					
52953	04/18/22	COLLFL COLLIFLOWER, INC					2605	
22-00436	1	pw - nipple, coupler	151.05	01-438-000-200 Supplies	Expenditure		30	1
52954	04/18/22	COMCA010 COMCAST					2605	
22-00440	1	hp	251.14	01-454-002-450 Contracted Services	Expenditure		35	1
22-00440	2	pw	208.39	01-409-001-450 Contracted Services	Expenditure		36	1
22-00440	3	twp	533.19	01-409-003-450 Contracted Services	Expenditure		37	1
22-00440	4	upland	388.52	01-454-005-450 Contracted Services	Expenditure		38	1
			1,381.24					
52955	04/18/22	CROWNTR CROWN TROPHY					2605	
22-00437	1	twp - recognition awards	305.00	01-400-000-340 Public Relations	Expenditure		31	1
52956	04/18/22	CRYST010 CRYSTAL SPRINGS					2605	
22-00438	1	pw - kitchen supplies	3.99	01-438-000-200 Supplies	Expenditure		32	1
52957	04/18/22	DELAW030 DELAWARE VALLEY HEALTH TRUST					2605	
22-00443	1	admin	4,125.15	01-401-000-156 Employee Benefit Expens	Expenditure		62	1
22-00443	2	pd	26,821.25	01-410-000-156 Employee Benefit Expense	Expenditure		63	1
22-00443	3	codes	4,055.18	01-413-000-156 Employee Benefit Expens	Expenditure		64	1
22-00443	4	pw	18,697.33	01-438-000-156 Employee Benefit Expense	Expenditure		65	1
22-00443	5	pw - facilities	3,461.74	01-438-001-156 Employee Benefit Expense	Expenditure		66	1
			57,160.65					
52958	04/18/22	DELTRUST DELAWARE VALLEY PROP&LIA TRST					2605	
22-00441	1	twp bldg	4,534.10	01-409-003-351 Insurance Property	Expenditure		39	1
22-00441	2	milford	647.73	01-409-004-351 Insurance - property	Expenditure		40	1
22-00441	3	hp	1,295.46	01-454-002-351 Insurance-Property	Expenditure		41	1
22-00441	4	upland	1,295.46	01-454-005-351 Insurance - Building	Expenditure		42	1
22-00441	5	pw bldg	3,886.38	01-409-001-351 Insurance-Property	Expenditure		43	1

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PO #	Item	Description	Account Type	Contract	Ref Seq	Acct
52958	DELAWARE VALLEY PROP&LIA TRST	Continued				
22-00441	6 ff		1,295.46	01-454-003-351 Insurance Property	Expenditure	44 1
22-00441	7 general		4,147.80	01-400-000-352 Insurance-Liability	Expenditure	45 1
22-00441	8 exec		70.38	01-401-000-352 Insurance - Liability	Expenditure	46 1
22-00441	9 pd		3,198.25	01-410-000-352 Insurance - Liability	Expenditure	47 1
22-00441	10 codes		70.38	01-413-000-352 Insurance - Liability	Expenditure	48 1
22-00441	11 pw		371.40	01-438-000-352 Insurance - Liability	Expenditure	49 1
22-00441	12 pw - facilities		371.40	01-438-001-352 Insurance - Liability	Expenditure	50 1
22-00441	13 exec		99.56	01-401-000-353 Insurance - Vehicle	Expenditure	51 1
22-00441	14 pd		526.50	01-410-000-353 Insurance - Vehicles	Expenditure	52 1
22-00441	15 codes		99.56	01-413-000-353 Insurance - Vehicle	Expenditure	53 1
22-00441	16 pw		398.24	01-438-000-353 Vehicle Insurance	Expenditure	54 1
22-00441	17 pw - facilities		398.24	01-438-001-353 Vehicle Insurance	Expenditure	55 1
			22,706.30			
52959	04/18/22	DEWEES BROTHERS PLUMBING & HEA				2605
22-00444	1	hp - water line repair	1,581.43	01-454-002-250 Maintenance & Repairs	Expenditure	67 1
52960	04/18/22	DVWCT DELAWARE VALLEY WORKERS COMP				2605
22-00442	1	admin	443.15	01-401-000-354 Insurance-Workers Comp	Expenditure	56 1
22-00442	2	pd	9,601.64	01-410-000-354 Insurance - Workers Com	Expenditure	57 1
22-00442	3	codes	443.15	01-413-000-354 Insurance - Workers Comp	Expenditure	58 1
22-00442	4	pw	2,363.48	01-438-000-354 Insurance Workers Com	Expenditure	59 1
22-00442	5	pw - facilities	1,181.74	01-438-001-354 Insurance - Workers Comp - Facilities	Expenditure	60 1
22-00442	6	parks	738.59	01-454-001-354 Insurance - Workers Com	Expenditure	61 1
			14,771.75			
52961	04/18/22	EAGLEPEQ EAGLE POWER TURF & TRACTOR				2605
22-00445	1	pw - blade, bearing, seal kit	534.24	01-454-001-200 Supplies	Expenditure	68 1
52962	04/18/22	EAGLHARD EAGLE HARDWARE				2605
22-00446	1	pw - battery	17.99	01-438-000-200 Supplies	Expenditure	69 1

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PO #	Item	Description					Contract			
52962	EAGLE HARDWARE	Continued								
22-00446	2	upland - light control	15.99		01-454-005-200 Supplies	Expenditure		70	1	
22-00446	3	parks - propane tanks	107.98		01-454-001-200 Supplies	Expenditure		71	1	
22-00446	4	pw - brush, hardware	34.98		01-438-000-200 Supplies	Expenditure		72	1	
22-00446	5	upland - tape	8.29		01-454-005-200 Supplies	Expenditure		73	1	
22-00446	6	upland - anchor kit	1.59		01-454-005-200 Supplies	Expenditure		74	1	
22-00446	7	upland - anchor kit	1.59		01-454-005-200 Supplies	Expenditure		75	1	
22-00446	8	upland - hardware	0.96		01-454-005-200 Supplies	Expenditure		76	1	
22-00446	9	hp - bolt snap	4.99		01-454-002-200 Supplies-Hickory	Expenditure		77	1	
			194.36							
52963	04/18/22	FAULKNER FAULKNER FLEET GROUP						2605		
22-00447	1	pw - pulley, switch	129.00		01-438-000-235 Vehicle Maintenance	Expenditure		78	1	
52964	04/18/22	FLEXIBEN FLEXIBLE BENEFIT ADMINISTRATOR						2605		
22-00449	1	march services	60.00		01-410-000-450 Contracted Services	Expenditure		80	1	
22-00449	2	january services	60.00		01-410-000-450 Contracted Services	Expenditure		81	1	
			120.00							
52965	04/18/22	FREDBEAN FRED BEANS FORD LINCOLN OF WC						2605		
22-00448	1	pd - nut	7.20		01-410-000-235 Vehicle Maintenance	Expenditure		79	1	
52966	04/18/22	GILMO020 GILMORE & ASSOCIATES, INC						2605		
22-00451	1	5 stonehedge drive	35.00		01-408-000-313 Non Reimbursable	Expenditure		83	1	
22-00451	2	205 liberty bell	150.96		01-408-000-313 Non Reimbursable	Expenditure		84	1	
22-00451	3	twp - march services	2,785.16		01-408-000-313 Non Reimbursable	Expenditure		85	1	
22-00451	4	natural lands trust	385.00		01-408-000-310 Reimbursable Engineer	Expenditure		86	1	
			3,356.12							
52967	04/18/22	GLENM010 GLENMOORE FIRE COMPANY						2605		
22-00452	1	2022 contribution	5,717.50		01-411-001-004 Glenmoore	Expenditure		87	1	
52968	04/18/22	GREAT010 GREAT VALLEY LOCKSHOP						2605		
22-00450	1	pd - adjust door	125.00		01-409-003-250 Maintenance & Repairs	Expenditure		82	1	

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PO #	Item	Description	Amount	Paid	Charge Account	Account Type	Contract	Ref Seq	Acct
52969	04/18/22	HATH0010 H.A. THOMSON						2605	
22-00455	1	tony scheivert bond renewal	221.00		01-400-000-350 Insurance-Bonding	Expenditure		90	1
52970	04/18/22	HAWEI010 H.A. WEIGAND, INC.						2605	
22-00453	1	twp - signs/supplies	2,402.00		01-433-000-200 Supplies	Expenditure		88	1
52971	04/18/22	HELPNOW HELP-NOW,LLC						2605	
22-00456	1	monthly guardian services	2,855.63		01-407-000-450 Contracted Services	Expenditure		91	1
22-00456	2	service tickets	237.50		01-407-000-450 Contracted Services	Expenditure		92	1
			3,093.13						
52972	04/18/22	HONEYBRO HONEY BROOK OUTDOOR POWER						2605	
22-00454	1	parks - cutter blade	80.85		01-454-001-200 Supplies	Expenditure		89	1
52973	04/18/22	INDEPGRAD INDEPENDENT GRAPHICS						2605	
22-00460	1	spring 2022 newsletter	2,318.00		01-400-000-342 Printing	Expenditure		97	1
52974	04/18/22	INTER010 INTERCON TRUCK EQUIPMENT						2605	
22-00459	1	pw - plate, mount	300.50		01-438-000-200 Supplies	Expenditure		95	1
22-00459	2	pw - pump, cap	702.00		01-438-000-200 Supplies	Expenditure		96	1
			1,002.50						
52975	04/18/22	IRONM010 IRON MOUNTAIN						2605	
22-00461	1	twp - storage services	976.22		01-401-000-450 Contracted Services	Expenditure		98	1
52976	04/18/22	JONESSTE STEVEN R. JONES						2605	
22-00457	1	pd - mileage/tolls	158.14		01-410-000-316 Training/Seminar	Expenditure		93	1
52977	04/18/22	KIMBALLW KIMBALL MIDWEST						2605	
22-00462	1	pw - cable tie, drill bit	22.19		01-438-000-200 Supplies	Expenditure		99	1
52978	04/18/22	LEVEN010 LEVENGOD SEPTIC SERVICE						2605	
22-00464	1	hp - pumped holding tank	256.50		01-454-002-450 Contracted Services	Expenditure		101	1
52979	04/18/22	LINESYST TELESYSTEM						2605	
22-00465	1	pw	238.29		01-409-001-450 Contracted Services	Expenditure		102	1
22-00465	2	twp	839.37		01-409-003-450 Contracted Services	Expenditure		103	1

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PO #	Item	Description					Contract			
52979	TELESYSTEM	Continued								
22-00465	3	milford		20.17	01-409-004-450 Contracted Services	Expenditure		104	1	
					1,097.83					
52980	04/18/22	LUDWI060 LUDWIG'S CORNER SUPPLY CO.		29.90	01-454-003-200 Supplies	Expenditure		2605		
22-00463	1	ff - topsoil						100	1	
52981	04/18/22	MARSH020 MARSH CREEK SIGNS		72.00	01-410-000-250 Maintenance & Repairs	Expenditure		2605		
22-00468	1	pd - two interior signs						108	1	
22-00471	1	EAC banner		120.00	01-455-000-450 EAC - Contracted Services	Expenditure		111	1	
					192.00					
52982	04/18/22	MCGOV020 MCGOVERN ENVIRONMENTAL, LLC		108.00	01-454-005-450 Contracted Services	Expenditure		2605		
22-00467	1	upland - regular unit						106	1	
22-00467	2	upland - regular unit		108.00	01-454-005-450 Contracted Services	Expenditure		107	1	
					216.00					
52983	04/18/22	MCMAH010 MCMAHON ASSOCIATES, INC.		860.00	01-408-000-311 Traffic Engineering	Expenditure		2605		
22-00472	1	january services						112	1	
22-00472	2	february services		160.00	01-408-000-311 Traffic Engineering	Expenditure		113	1	
22-00472	3	100 greenridge road		747.50	01-408-000-310 Reimbursable Engineer	Expenditure		114	1	
22-00472	4	february services		585.00	01-408-000-311 Traffic Engineering	Expenditure		115	1	
					2,352.50					
52984	04/18/22	METRO020 METROPOLITAN COMMUNICATIONS		59.90	01-438-000-200 Supplies	Expenditure		2605		
22-00469	1	pw - parts						109	1	
52985	04/18/22	MICHBUCK MICHAEL D BUCKS & ASSOCIATES		1,910.40	01-410-000-238 Clothing/Uniforms	Expenditure		2605		
22-00470	1	500 shoulder emblems						110	1	
52986	04/18/22	MIDAT010 MID ATLANTIC CONNECTIONS, INC.		257.00	01-454-005-450 Contracted Services	Expenditure		2605		
22-00466	1	upland - electrical work						105	1	
52987	04/18/22	MMDISTRI M & M DISTRIBUTION, LLC		1,399.00	01-438-000-260 Small Tools & Equipment	Expenditure		2605		
22-00503	1	275 gallon tote						184	1	
52988	04/18/22	MONTE010 MONTESANO BROS.		1,860.00	01-454-005-450 Contracted Services	Expenditure		2605		
22-00498	1	upland day - catering						180	1	

Check #	Check Date	Vendor	Amount Paid Charge Account			Reconciled/Void	Ref Num
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct	
52988	MONTESANO BROS.	Continued					
22-00498	2	staff luncheons	1,036.00	01-400-000-463 Misc expenses	Expenditure	181	1
22-00498	3	pd event	392.50	01-410-000-340 Public Relations	Expenditure	182	1
			3,288.50				
52989	04/18/22	NAPA0010 NAPA AUTO PARTS					2605
22-00473	1	pw - filters	597.76	01-438-000-235 Vehicle Maintenance	Expenditure	116	1
22-00473	2	parks - filters	294.47	01-454-001-200 Supplies	Expenditure	117	1
22-00473	3	pw - thermostat, o-ring	32.07	01-438-000-200 Supplies	Expenditure	118	1
22-00473	4	parks - oil	136.56	01-454-001-200 Supplies	Expenditure	119	1
22-00473	5	parks - trufuel drum	759.99	01-454-001-200 Supplies	Expenditure	120	1
22-00473	6	parks - lens	6.06	01-454-001-200 Supplies	Expenditure	121	1
22-00473	7	pw - relay	14.52	01-438-000-200 Supplies	Expenditure	122	1
22-00473	8	parks - battery	120.89	01-454-001-200 Supplies	Expenditure	123	1
22-00473	9	pw - power steering	199.98	01-438-000-235 Vehicle Maintenance	Expenditure	124	1
22-00473	10	pw - floormats	31.99	01-438-000-200 Supplies	Expenditure	125	1
22-00473	11	pd - starbit set	8.96	01-410-000-235 Vehicle Maintenance	Expenditure	126	1
22-00473	12	pw - cylinder hone	45.41	01-438-000-200 Supplies	Expenditure	127	1
22-00473	13	pw - hydraulic breather	47.69	01-438-000-200 Supplies	Expenditure	128	1
22-00473	14	pw - dexcool	26.48	01-438-000-235 Vehicle Maintenance	Expenditure	129	1
22-00473	15	pw - p11y	10.79	01-438-000-235 Vehicle Maintenance	Expenditure	130	1
			2,333.62				
52990	04/18/22	NAPAMORG NAPA MORGANTOWN					2605
22-00474	1	pw - battery charger	57.95	01-438-000-245 Highway Supplies	Expenditure	131	1
52991	04/18/22	NEWHO010 NEW HOLLAND AUTO GROUP					2605
22-00478	1	pw - plug	44.92	01-438-000-235 Vehicle Maintenance	Expenditure	137	1
22-00478	2	pd - sensors	408.75	01-410-000-235 Vehicle Maintenance	Expenditure	138	1
22-00478	3	pd - brakes, rotors	504.92	01-410-000-235 Vehicle Maintenance	Expenditure	139	1

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Check #	Check Date	Vendor	Amount	Paid	Charge Account	Reconciled/Void	Ref Num		
PO #	Item	Description				Account Type	Contract	Ref Seq	Acct
52991	NEW HOLLAND AUTO GROUP	Continued							
22-00478	4	pw - wheel		357.75	01-438-000-235 Vehicle Maintenance	Expenditure		140	1
				<u>1,316.34</u>					
52992	04/18/22	NORMGLAS NORMAN T. GLASS "RESTORATIONS"						2605	
22-00477	1	schoolhouse shutter repairs		600.00	01-409-003-250 Maintenance & Repairs	Expenditure		135	1
22-00477	2	upland - repairs in attic		1,900.00	01-454-005-250 Repairs & Maint	Expenditure		136	1
				<u>2,500.00</u>					
52993	04/18/22	NORTH040 NORTHERN SAFETY & INDUSTRIAL						2605	
22-00475	1	pw - projection signs fire ext		71.16	01-438-000-200 Supplies	Expenditure		132	1
52994	04/18/22	NOVUS NOVUS MAINTENANCE, LLC						2605	
22-00476	1	january janitorial services		1,400.00	01-409-003-450 Contracted Services	Expenditure		133	1
22-00476	2	february janitorial services		1,400.00	01-409-003-450 Contracted Services	Expenditure		134	1
				<u>2,800.00</u>					
52995	04/18/22	PECO upland	PECO ENERGY COMPANY					2605	
22-00480	1			1,519.88	01-454-005-360 Utilities	Expenditure		142	1
22-00480	2	twp		1,329.23	01-409-003-360 Utilities	Expenditure		143	1
22-00480	3	twp		97.16	01-409-003-360 Utilities	Expenditure		144	1
22-00480	4	ff		545.59	01-454-003-360 Utilities	Expenditure		145	1
22-00480	5	ff		181.15	01-454-003-360 Utilities	Expenditure		146	1
22-00480	6	pw		550.21	01-409-001-360 Utilities	Expenditure		147	1
22-00480	7	twp		467.35	01-409-003-360 Utilities	Expenditure		148	1
22-00480	8	milford		49.70	01-409-004-360 Utilities	Expenditure		149	1
22-00480	9	hp		91.98	01-454-002-360 Utilities	Expenditure		150	1
				<u>4,832.25</u>					
52996	04/18/22	PHOTO010 PHOTO CARD SPECIALISTS, INC						2605	
22-00479	1	plaque		188.39	01-410-000-340 Public Relations	Expenditure		141	1
52997	04/18/22	RAM-T010 RAM-T CORPORATION						2605	
22-00482	1	pw - wetland bag		118.00	01-438-000-200 Supplies	Expenditure		152	1

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Check #	Check Date	Vendor	Amount Paid Charge Account			Reconciled/Void	Ref Num
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct	
52998	04/18/22	ROBLITTL ROBERT E. LITTLE, INC.				2605	
22-00481	1	parks - valve, hose, cushion	479.07	01-454-001-200 Supplies	Expenditure	151	1
52999	04/18/22	SERVI010 SERVICE TIRE TRUCK CENTER				2605	
22-00483	1	pw - trailer tires	800.00	01-438-000-245 Highway Supplies	Expenditure	153	1
22-00483	2	parks - mowing/trailer tires	1,348.00	01-454-001-200 Supplies	Expenditure	154	1
			2,148.00				
53000	04/18/22	SHRWILWC THE SHERWIN WILLIAMS CO.				2605	
22-00490	1	pw - hose	110.00	01-438-000-200 Supplies	Expenditure	165	1
22-00490	2	filter repair kit, hoses	798.12	01-438-000-200 Supplies	Expenditure	166	1
22-00490	3	5 gal paint	322.90	01-438-000-200 Supplies	Expenditure	167	1
			1,231.02				
53001	04/18/22	SIANALAW SIANA LAW, LLP				2605	
22-00488	1	pc - march services	1,444.00	01-414-001-315 Legal Fees	Expenditure	163	1
53002	04/18/22	STAPLADV STAPLES BUSINESS CREDIT				2605	
22-00487	1	twp - office/kitchen supplies	478.59	01-401-000-200 Supplies	Expenditure	161	1
22-00487	2	pw - office/kitchen supplies	515.07	01-438-000-200 Supplies	Expenditure	162	1
			993.66				
53003	04/18/22	STAPLCRP STAPLES CREDIT PLAN				2605	
22-00486	1	pd - office supplies	1,375.91	01-410-000-200 Supplies	Expenditure	160	1
53004	04/18/22	STYER010 STYER PROPANE				2605	
22-00485	1	upland	142.59	01-454-005-231 Propane & Heating oil	Expenditure	158	1
22-00485	2	twp	402.08	01-409-003-231 Propane & Heating oil	Expenditure	159	1
			544.67				
53005	04/18/22	SWEETWAT SWEETWATER NATURAL PRODUCTS LL				2605	
22-00484	1	parks - mulch	112.00	01-454-001-200 Supplies	Expenditure	155	1
22-00484	2	twp - mulch	112.00	01-409-003-200 Supplies	Expenditure	156	1
22-00484	3	upland - mulch	112.00	01-454-005-200 Supplies	Expenditure	157	1
			336.00				

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Check #	Check Date	Vendor	Reconciled/Void Ref Num	Ref Seq	Acct	
PO #	Item	Description	Amount Paid	Charge Account	Account Type	Contract
53006	04/18/22	TRAISR TRAISR, LLC				2605
22-00489	1	february services	3,278.40	01-407-000-220 Software	Expenditure	164 1
53007	04/18/22	USMUN020 US MUNICIPAL SUPPLY CO.				2605
22-00491	1	pw - filter	221.52	01-438-000-235 Vehicle Maintenance	Expenditure	168 1
22-00491	2	pw - hose	284.33	01-438-000-235 Vehicle Maintenance	Expenditure	169 1
			505.85			
53008	04/18/22	UWCHL010 UWCHLAN AMBULANCE CORPS				2605
22-00494	1	2022 contribution	13,519.00	01-412-000-540 Uwchlan Ambulance	Expenditure	173 1
53009	04/18/22	VERIZ010 VERIZON				2605
22-00492	1	pw	147.56	01-409-001-320 Telephone	Expenditure	170 1
22-00492	3	milford	284.71	01-409-004-320 Telephone	Expenditure	171 1
			432.27			
53010	04/18/22	VERIZF10 VERIZON				2605
22-00493	1	ff - internet	134.99	01-454-003-320 Telephone	Expenditure	172 1
53011	04/18/22	WEAVERMU WEAVER MULCH				2605
22-00495	1	hp - mulch blowing service	1,645.25	01-454-002-450 Contracted Services	Expenditure	174 1
53012	04/18/22	WIGGISHR WIGGINS SHREDDING				2605
22-00496	1	pd - shred bins	95.00	01-410-000-200 Supplies	Expenditure	175 1
53013	04/18/22	WITME010 WITMER PUBLIC SAFETY GROUP, INC				2605
22-00497	1	pd - new uniforms	646.20	01-410-000-238 Clothing/Uniforms	Expenditure	176 1
22-00497	2	pd - new uniforms	496.88	01-410-000-238 Clothing/Uniforms	Expenditure	177 1
22-00497	3	pd - nameplate	54.99	01-410-000-238 Clothing/Uniforms	Expenditure	178 1
22-00497	4	pd - armor	931.47	01-410-000-238 Clothing/Uniforms	Expenditure	179 1
			2,129.54			
53014	04/18/22	YSM YSM				2605
22-00499	1	hp - architect services	4,752.52	01-454-002-450 Contracted Services	Expenditure	183 1

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num		
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct
53014 YSM						
Report Totals		Continued				
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	76		0		195,574.26	0.00
Direct Deposit:	0		0		0.00	0.00
Total:	76		0		195,574.26	0.00

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Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 1031 to 1035  
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
1031	04/25/22	AQUAP010 AQUA PA	6,646.02	2599
1032	04/05/22	BANKAMER BANK OF AMERICA	5,691.68	2600
1033	04/06/22	LOWES020 LOWES BUSINESS ACCOUNT	1,732.32	2602
1034	04/05/22	STANDINS STANDARD INSURANCE COMPANY	3,397.77	2603
1035	04/05/22	WEXBANK WEX BANK	8,396.88	2604

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	5	0	25,864.67	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>5</u>	<u>0</u>	<u>25,864.67</u>	<u>0.00</u>

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Range of Checking Accts: PAYROLL EFTS to PAYROLL EFTS Range of Check Ids: 790 to 790  
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
790	04/15/22	AFLAC010 AFLAC	0.00		2598
<hr/>					
Report Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
			Checks: 1	0	0.00
			Direct Deposit: 0	0	0.00
			Total: 1	0	0.00

Range of Checking Accts: GENERAL EFTS to GENERAL EFTS Range of Check Ids: 1031 to 1035  
 Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount	Paid	Charge Account	Account Type	Reconciled/Void	Ref	Ref Num	Contract	Ref Seq	Acct
PO #	Item	Description										
1031	04/25/22	AQUAP010 AQUA PA										2599
22-00413	1	217 hydrants		5,611.62	01-411-000-451 Hydrant expenses-Aqua	Expenditure			1	1		
22-00413	2	40 hydrants		1,034.40	01-411-000-451 Hydrant expenses-Aqua	Expenditure			2	1		
					6,646.02							
1032	04/05/22	BANKAMER BANK OF AMERICA										2600
22-00414	1	pd - ashi		169.39	01-410-000-316 Training/Seminar	Expenditure			1	1		
22-00414	2	pd - amazon		15.89	01-410-000-238 Clothing/Uniforms	Expenditure			2	1		
22-00414	3	pd - brownells		350.85	01-410-000-316 Training/Seminar	Expenditure			3	1		
22-00414	4	pd - amazon		17.23	01-410-000-316 Training/Seminar	Expenditure			4	1		
22-00414	5	pd - amazon		146.10	01-410-000-316 Training/Seminar	Expenditure			5	1		
22-00414	6	pd - amazon		18.00	01-410-000-250 Maintenance & Repairs	Expenditure			6	1		
22-00414	7	pd - amazon		3.82	01-410-000-250 Maintenance & Repairs	Expenditure			7	1		
22-00414	8	pd - amazon prime		13.77	01-410-000-420 Dues/Subscription/Memb	Expenditure			8	1		
22-00414	9	pd - things remembered		118.72	01-410-000-340 Public Relations	Expenditure			9	1		
22-00414	10	codes - amazon		12.99	01-401-000-200 Supplies	Expenditure			10	1		
22-00414	11	twp - microsoft		609.67	01-407-000-450 Contracted Services	Expenditure			11	1		
22-00414	12	twp - microsoft		216.00	01-407-000-450 Contracted Services	Expenditure			12	1		
22-00414	13	twp - adobe		15.89	01-407-000-220 Software	Expenditure			13	1		
22-00414	14	twp - formswift		29.95	01-401-000-200 Supplies	Expenditure			14	1		
22-00414	15	twp - psab		200.00	01-401-000-316 Training & Seminars	Expenditure			15	1		
22-00414	16	twp - ge appliances		149.15	01-409-003-200 Supplies	Expenditure			16	1		
22-00414	17	twp - amazon		24.67	01-401-000-200 Supplies	Expenditure			17	1		
22-00414	18	twp - village flower shop		106.00	01-400-000-340 Public Relations	Expenditure			18	1		
22-00414	19	pw - full source		91.97	01-438-000-200 Supplies	Expenditure			19	1		
22-00414	20	pw - amazon		345.88	01-438-000-200 Supplies	Expenditure			20	1		
22-00414	21	pw - country estate		18.20	01-438-000-200 Supplies	Expenditure			21	1		

Check #	Check Date	Vendor	Reconciled/Void Ref Num				
PO #	Item	Description	Ref Seq Acct				
		Amount Paid	Charge Account	Account Type	Contract		
1032	BANK OF AMERICA	Continued					
22-00414	22	pw - esch's fencing	44.89	01-438-000-200 Supplies	Expenditure	22	1
22-00414	23	pw - staples	55.37	01-438-000-200 Supplies	Expenditure	23	1
22-00414	24	pw - paypal	239.47	01-454-001-200 Supplies	Expenditure	24	1
22-00414	25	pw - eastwood	148.39	01-438-000-238 Uniforms	Expenditure	25	1
22-00414	26	codes - wawa	62.63	01-413-000-230 Gasoline & oil	Expenditure	26	1
22-00414	27	codes - fairfield inn	118.81	01-413-000-317 Parking/Travel	Expenditure	27	1
22-00414	28	twp - mna services	529.26	01-401-000-316 Training & Seminars	Expenditure	28	1
22-00414	29	codes - sunoco	77.47	01-413-000-230 Gasoline & oil	Expenditure	29	1
22-00414	30	upland - lowes	238.82	01-454-005-200 Supplies	Expenditure	30	1
22-00414	31	upland - amazon	412.20	01-454-005-200 Supplies	Expenditure	31	1
22-00414	32	pr event - easter egg	520.00	01-454-001-201 Park & Rec Special Events	Expenditure	32	1
22-00414	33	twp - costco	60.00	01-401-000-420 Dues/Subscriptions/Mem	Expenditure	33	1
22-00414	34	upland - amazon	111.21	01-454-005-200 Supplies	Expenditure	34	1
22-00414	35	twp - hickory farms	93.27	01-410-000-340 Public Relations	Expenditure	35	1
22-00414	36	twp - brickside	92.40	01-401-000-200 Supplies	Expenditure	36	1
22-00414	37	twp - municipipay	3.94	01-401-000-200 Supplies	Expenditure	37	1
22-00414	38	twp - cc planning	175.00	01-401-000-316 Training & Seminars	Expenditure	38	1
22-00414	39	pc - pizzeria visco	34.41	01-414-001-200 Supplies	Expenditure	39	1
			5,691.68				
1033	04/06/22	LOWES020 LOWES BUSINESS ACCOUNT				2602	
22-00416	1	twp - supplies	312.55	01-401-000-200 Supplies	Expenditure	1	1
22-00416	2	pw - supplies	59.96	01-438-000-200 Supplies	Expenditure	2	1
22-00416	3	twp - supplies	105.20	01-401-000-200 Supplies	Expenditure	3	1
22-00416	4	upland - supplies	212.95	01-454-005-200 Supplies	Expenditure	4	1
22-00416	5	parks - supplies	105.96	01-454-001-200 Supplies	Expenditure	5	1
22-00416	6	pw - uniforms	150.31	01-438-000-238 Uniforms	Expenditure	6	1

Check #	Check Date	Vendor	Reconciled/Void	Ref Num		
PO #	Item	Description	Account Type	Contract	Ref Seq	Acct
1033	LOWES BUSINESS ACCOUNT	Continued				
22-00416	7	twp - maintenance	39.85	01-409-001-250 Maint & Repair	Expenditure	7 1
22-00416	8	upland - supplies	81.78	01-454-005-200 Supplies	Expenditure	8 1
22-00416	9	pw - supplies	33.84	01-438-000-200 Supplies	Expenditure	9 1
22-00416	10	upland - supplies	448.71	01-454-005-200 Supplies	Expenditure	10 1
22-00416	11	upland - supplies	181.21	01-454-005-200 Supplies	Expenditure	11 1
			1,732.32			
1034	04/05/22	STANDINS STANDARD INSURANCE COMPANY				2603
22-00417	1	admin	538.14	01-401-000-156 Employee Benefit Expens	Expenditure	1 1
22-00417	2	pd	1,776.66	01-410-000-156 Employee Benefit Expense	Expenditure	2 1
22-00417	3	codes	265.97	01-413-000-156 Employee Benefit Expens	Expenditure	3 1
22-00417	4	pw	600.11	01-438-000-156 Employee Benefit Expense	Expenditure	4 1
22-00417	5	pw - facilities	216.89	01-438-001-156 Employee Benefit Expense	Expenditure	5 1
			3,397.77			
1035	04/05/22	WEXBANK WEX BANK				2604
22-00418	1	admin	226.58	01-401-000-230 Gasoline & oil	Expenditure	1 1
22-00418	2	pd	4,737.28	01-410-000-230 Gasoline & oil	Expenditure	2 1
22-00418	3	codes	289.49	01-413-000-230 Gasoline & oil	Expenditure	3 1
22-00418	4	pw	2,004.28	01-438-000-230 Gasoline & oil	Expenditure	4 1
22-00418	5	pw - facilities	1,139.25	01-438-001-230 Gasoline & oil - Facilities	Expenditure	5 1
			8,396.88			

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	<u>5</u>	<u>0</u>	<u>25,864.67</u>	<u>0.00</u>
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	<u><u>5</u></u>	<u><u>0</u></u>	<u><u>25,864.67</u></u>	<u><u>0.00</u></u>

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Range of Checking Accts: LIQUID FUELS to LIQUID FUELS Range of Check Ids: 675 to 676  
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
675	04/18/22	INTER010 INTERCON TRUCK EQUIPMENT	11,260.00	2606
676	04/18/22	JEFFSENN JEFFREY H. SENN ENTERPRISES	900.00	2606
<hr/>				
Report Totals			<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	12,160.00	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	<u>2</u>	<u>0</u>	<u>12,160.00</u>	<u>0.00</u>

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Upper Uwchlan Township  
Check Payment Batch Verification Listing

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Batch Id: LHAINES Batch Type: C Batch Date: 04/18/22 Checking Account: LIQUID FUELS G/L Credit: Expenditure G/L Credit  
Generate Direct Deposit: N

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct Description
22-00505	04/18/22	INTER010	INTERCON TRUCK EQUIPMENT	11,260.00	142A CONCHESTER HWY	04-400-000-074	Expenditure	Aprv	2	1
			1 truck body for truck #3			Equipment Purchase				
				11,260.00						
22-00504	04/18/22	JEFFSENN	JEFFREY H. SENN ENTERPRISES	900.00	48 RABBIT RUN LANE	04-432-000-450	Expenditure	Aprv	1	1
			1 3/12/22 - snow plow			Snow & Ice Contracted Services				
				900.00						

Checks: Count 2 Line Items 2 Amount 12,160.00

There are NO errors or warnings in this listing.

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Range of Checking Accts: SOLID WASTE to SOLID WASTE Range of Check Ids: 10525 to 10527  
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
10525	04/18/22	AJBL0010 A.J. BLOSENSKI	15,890.85	2607
10526	04/18/22	CCSWA010 CCSWA	14,339.37	2607
10527	04/18/22	WMCORP WM CORPORATE SERVICES, INC	37,833.00	2607

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	68,063.22	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>3</u>	<u>0</u>	<u>68,063.22</u>	<u>0.00</u>

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Upper Uwchlan Township  
Check Payment Batch Verification Listing

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Batch Id: LHAINES Batch Type: C Batch Date: 04/18/22 Checking Account: SOLID WASTE G/L Credit: Expenditure G/L Credit  
Generate Direct Deposit: N

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct Description
22-00500	04/18/22	AJBL0010	A.J. BLOSENSKI	15,890.85	P.O. BOX 392	05-427-000-460	Expenditure	Aprv	1	1
			1 april collection		Contracted Services - Recycling					
				15,890.85						
22-00501	04/18/22	CCSWA010	CCSWA	4,456.15	P. O. BOX 476	05-427-000-700	Expenditure	Aprv	2	1
			1 3/16-3/22/2022		Tipping Fees	05-427-000-700	Expenditure	Aprv	3	1
22-00501	04/18/22	2	3/23-3/31/2022	5,097.92	Tipping Fees	05-427-000-700	Expenditure	Aprv	4	1
22-00501	04/18/22	3	4/4-4/6/2022	4,785.30	Tipping Fees	05-427-000-700	Expenditure	Aprv	5	1
				14,339.37						
22-00502	04/18/22	WMCORP	WM CORPORATE SERVICES, INC	37,833.00	AS PAYMENT AGENT	05-427-000-450	Expenditure	Aprv	1	
			1 march collection		Contracted Services					
				37,833.00						

Checks: Count 3 Line Items 5 Amount 68,063.22

There are NO errors or warnings in this listing.

April 14, 2022  
11:14 AM

Upper Uwchlan Township  
Check Register By Check Id

Page No: 1

Range of Checking Accts: STORM WATER MGT to STORM WATER MGT Range of Check Ids: 1357 to 1358  
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
1357	04/18/22	MCMAH010 MCMAHON ASSOCIATES, INC.	5,057.50		2608
1358	04/18/22	TMASSOC T & M ASSOCIATES	1,804.38		2608
<hr/>					
Report Totals			<u>Amount Paid</u>	<u>Amount Void</u>	
Checks:	2	0	6,861.88	0.00	
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	
Total:	<u><u>2</u></u>	<u><u>0</u></u>	<u><u>6,861.88</u></u>	<u><u>0.00</u></u>	

April 14, 2022  
11:13 AM

Upper Uwchlan Township  
Check Payment Batch Verification Listing

Page No: 1

Batch Id: LHAINES Batch Type: C Batch Date: 04/18/22 Checking Account: STORM WATER MGT G/L Credit: Expenditure G/L Credit  
Generate Direct Deposit: N

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct Description
22-00506	04/18/22	MCMAH010	MCMAHON ASSOCIATES, INC.	5,057.50	425 COMMERCE DRIVE	08-420-000-035	Expenditure	Aprv	1	Permits
			1 march services	<hr/>						
22-00507	04/18/22	TMASSOC	T & M ASSOCIATES	1,804.38	11 TINDALL ROAD	08-446-000-450	Expenditure	Aprv	2	Contracted services
			1 marsh creek watershed	<hr/>						

Checks: Count 2 Line Items 2 Amount 6,861.88

There are NO errors or warnings in this listing.

April 14, 2022  
11:15 AM

Upper Uwchlan Township  
Check Register By Check Id

Page No: 1

Range of Checking Accts: CAPITAL  
Report Type: All Checks

to CAPITAL

Range of Check Ids: 1981 to 1986

Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
1981	04/05/22	BANKAMER BANK OF AMERICA	5,708.62	2601
1982	04/18/22	BOYLECO BOYLE CONSTRUCTION	1,500.00	2609
1983	04/18/22	J-TEC010 J-TECH INC.	3,500.00	2609
1984	04/18/22	KEYSTONE KEYSTONE SPORTS CONSTRUCTION	10,000.00	2609
1985	04/18/22	SEI010 STEPHENSON EQUIPMENT, INC.	36,995.00	2609
1986	04/18/22	SIGNALCO SIGNAL CONTROL PRODUCTS, INC.	26,250.00	2609

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	6	0	83,953.62	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>6</u>	<u>0</u>	<u>83,953.62</u>	<u>0.00</u>

April 14, 2022  
11:15 AM

Upper Uwchlan Township  
Check Register By Check Id

Page No: 1

Range of Checking Accts: CAPITAL to CAPITAL Range of Check Ids: 1981 to 1986  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Date	Vendor	PO #	Item	Description	Amount Paid	Charge Account	Account Type	Contract	Reconciled/Void Ref	Ref Num	Seq	Acct
1981	04/05/22	BANKAMER BANK OF AMERICA									2601		
22-00415	1	upland - costco				2,099.30	30-454-004-600	Expenditure			1	1	
22-00415	2	upland - webstaurant				3,609.32	30-454-004-600	Expenditure			2	1	
						5,708.62	Capital Construction - Upland						
1982	04/18/22	BOYLECO BOYLE CONSTRUCTION				1,500.00	30-454-004-600	Expenditure			2609		
22-00511	1	march services					Capital Construction - Upland				4	1	
1983	04/18/22	J-TEC010 J-TECH INC.				3,500.00	30-454-004-600	Expenditure			2609		
22-00512	1	upland - storage box					Capital Construction - Upland				5	1	
1984	04/18/22	KEYSTONE KEYSTONE SPORTS CONSTRUCTION				10,000.00	30-454-002-700	Expenditure			2609		
22-00510	1	capital ff - maintenance					Capital Purchases - Fellowship				3	1	
1985	04/18/22	SEI010 STEPHENSON EQUIPMENT, INC.				36,995.00	30-438-000-701	Expenditure			2609		
22-00508	1	sewer line inspection camera					Capital Purchases - Equipment				1	1	
1986	04/18/22	SIGNALCO SIGNAL CONTROL PRODUCTS, INC.				26,250.00	30-502-434-700	Expenditure			2609		
22-00509	1	3 yr maintenance agreement					Capital-Signals				2	1	

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	6	0	83,953.62	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	6	0	83,953.62	0.00



## UPPER UWCHLAN TOWNSHIP

### MEMORANDUM

TO: BOARD OF SUPERVISORS

FROM: Jill Bukata, Township Treasurer

RE: Status Update

DATE: April 18, 2022

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#### **Finance has worked on the following items during the month**

- Received and processed 1,064 trash and 312 sewer payments (3/18/2022 – 4/13/2022)
- The annual audit was completed and the annual DCED report was filed on April 1, 2022

---

#### **Highlights of the March, 2022 financial statements**

- The balance sheet remains strong with cash of over **\$11.6 million** - of that amount **approximately \$4.2 million** is not available for the routine operations of the Township as it is reserved for specific purposes, ie. Liquid Fuels and Act 209 for highways, Turf Field for replacement of the Turf Field, Capital Projects for capital improvements etc.
- Combined revenue and expense status (General Fund & Solid Waste Fund):

○ Percentage through the year	25.0%	
○ YTD revenues	\$ 3,353,602	36.6%
○ YTD expenses	\$ 1,568,407	11.1%
○ YTD transfers out		
○ YTD net income	\$ 1,785,195	(before transfers)
○ <b>YTD net income (after transfers)</b>	<b>\$ 1,785,195</b>	
○ Budgeted 2022 net income	\$ 93,673	(before transfers)
○ Budgeted 2021 net income (after)	(1,651,327)	(after transfers)
- The majority of real estate taxes and solid waste fees are received in March which accounts for the large percentage of budgeted revenues received

**Upper Uwchlan Township**  
**Treasurer's Report**

**Cash Balances**  
**As of March 31, 2022**

**General Fund**

Meridian Bank	\$ 5,848,723
Meridian Bank - Payroll	10,092
Meridian Bank - ARPA Funds	404,440
Meridian Bank MMA - restricted	39,024
Meridian Bank-restricted-Meadow Creek	1,003,065
Fulton Bank	107,255
Fulton Bank - Turf Field	194,357
Petty cash	300
<b>Total General Fund</b>	<b>7,607,256</b>

Certificate of Deposit - 4/2/22 277,681

**Total General Fund** \$ 7,884,937

**Solid Waste Fund**

Meridian Bank - Solid Waste	484,241
Fulton Bank - Solid Waste	764,926
<b>Total Solid Waste Funds</b>	<b>1,249,167</b>
<b>Total Solid Waste Fund</b>	<b>1,249,167</b>

**Liquid Fuels Fund**

Fulton Bank	813,143
<b>Total Liquid Fuels Fund</b>	<b>813,143</b>

**Capital Projects Fund**

Fulton Bank	138,305
PSDLAF	5,110
Fulton Bank - 2019 Bond Proceeds	-
Fulton Bank - 2019 Bond Proceeds, ICS Sweep	182,622
<b>Total Capital Projects Fund</b>	<b>326,037</b>

**Act 209 Impact Fund**

Fulton Bank	1,045,468
<b>Total Act 209 Impact Fund</b>	<b>1,045,468</b>

**Water Resource Protection Fund**

Fulton Bank	223,722
<b>Total Water Resource Protection Fund</b>	<b>223,722</b>

**Sewer Fund**

PSDLAF	84
Fulton Bank	105,931
	106,015
<b>Total Sewer Fund</b>	<b>106,015</b>

**Total - Upper Uwchlan Township** \$ 11,648,488

**Municipal Authority** \$ 6,935,774

**Developer's Escrow Fund** \$ 125,325

Upper Uwchlan Township  
Schedule of Investments

As of March 31, 2022

	Institution	Amount Invested	Type of Investment	Maturity Date	Interest Rate	Market Value
<i><u>General Fund</u></i>						
General Fund	First Resource Bank	250,000.00	Certificate of Deposit	4/2/2022	2.000%	250,000.00
		27,440.46	Interest accrued			27,440.46
	Accrued interest - YTD	240.54				240.54
		<u>277,681.00</u>				<u>277,681.00</u>
<i><u>Sewer Fund - General Obligation Bonds (2014 Bonds)</u></i>						
Sewer Fund	PSDLAF	2,812,792.62	Collateralized CD Pool		0.100%	2,812,792.62
	Redemptions	(2,812,792.62)				(2,812,792.62)
	PSDLAF	83.59	MAX account (MMF)			83.59
	PSDLAF	-	MAX account (MMF)	-	0.02%	-
		<u>83.59</u>				<u>83.59</u>
<i><u>Capital Fund</u></i>						
Capital Fund	PSDLAF	1,500,000.00	Collateralized CD Pool		0.100%	1,500,000.00
	Redemptions	(1,535,000.00)				(1,535,000.00)
	MAX account (MMF)	40,109.71	MAX account (MMF)	-	0.02%	40,109.71
		<u>5,109.71</u>				<u>5,109.71</u>
Fulton Bank - 2019						
	Bond Proceeds	5,598,727.66				5,598,727.66
	Used for projects/interest	<u>(5,416,105.85)</u>				<u>(5,416,105.85)</u>
		<u>182,621.81</u>				<u>182,621.81</u>
<i>Total Capital Fund</i>						
		<u>187,731.52</u>				<u>187,731.52</u>

Upper Uwchlan Township  
 Accounts Receivable  
 As of March 31, 2022

Engineering and Legal Receivables - 01-145-000-200 and 300

Reimbursable CU Fees - 01-145-000-021

	Total Amount Due 3/31/2022	Total Amount Due 2/28/2022	Less than 30 days	31 - 60 days	61 - 90 days	Over 90 days	Over 180 days	Total
Alpha Phylte Fitness	1,083.30	1,083.30	-	1,083.30			-	1,083.30
Hankin	3,102.50	3,264.21	-	-	-	-	3,102.50	3,102.50
Montesano	2,774.96	2,774.96	-			2,774.96	2,774.96	
Toll Brothers	13,659.88	2,861.00	10,798.88	-	2,861.00	-	-	13,659.88
<b>Balance at March 31, 2022</b>	<b>\$ 20,620.64</b>	<b>\$ 9,983.47</b>		<b>\$ 10,798.88</b>	<b>\$ 1,083.30</b>	<b>\$ 2,861.00</b>	<b>\$ 5,877.46</b>	<b>\$ 20,620.64</b>

Upper Uwchlan Township  
 Accounts Receivable  
 As of March 31, 2022

Turf and Field Fees Receivable - Account 01-145-000-080 and 085

	Total Amount 3/31/2022	Total Amount 2/28/2022	Less than 30 days	31 - 60	61 - 90	Over 90 days	Over 180 days	Total
Marsh Creek Eagles	3,300.00	3,300.00	-	-	3,300.00	-	-	3,300.00
GEYA Soccer	-	965.00	-	-	-	-	-	-
Brandywine Rugby	-	-	-	-	-	-	-	-
Downingtown East Lacrosse	45.00	45.00	-	-	45.00	-	-	45.00
Next Level Sports	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Balance at March 31, 2022	<u>\$ 3,345.00</u>	<u>\$ 4,310.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,345.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,345.00</u>

**Upper Uwchlan Township**  
**General Fund**  
**Balance Sheet**  
**As of March 31, 2022**

**ASSETS**

Cash		
01-100-000-100	General Checking - Fulton Bank	\$ 107,255.45
01-100-000-200	Meridian Bank	5,848,722.58
01-100-000-210	Meridian Bank - Payroll	10,091.97
01-100-000-220	Meridian Bank MMA - restricted	39,024.35
01-100-000-230	Meridian Bank - ARPA	404,440.33
01-100-000-250	Fulton Bank - Turf Field	194,357.42
01-100-000-260	Meridian Bank - Meadow Creek Lane	1,003,064.66
01-100-000-300	Petty Cash	300.00
	Total Cash	<hr/> 7,607,256.76
Investments		
01-120-000-100	Certificate of Deposit - 4/2/22	<hr/> 277,681.00
		277,681.00
Accounts Receivable		
01-145-000-020	Engineering Fees Receivable	13,585.38
01-145-000-021	Engineering Fees Receivable-CU	488.80
01-145-000-030	Legal Fees Receivable	6,545.96
01-145-000-040	R/E Taxes Receivable	890,972.79
01-145-000-050	Hydrant Tax Receivable	-
01-145-000-060	Domestic Relations Receivable	2,082.16
01-145-000-080	Field Fees Receivables	3,345.00
01-145-000-085	Turf Field Receivables	-
01-145-000-086	EIT Receivable	23,577.59
01-145-000-090	RE Transfer Tax Receivable	73,942.47
01-145-000-095	Misc accounts receivable	-
01-145-000-096	Traffic Signals Receivable	-
01-145-000-097	Advertising Fees Reimbursable	818.18
	Total Accounts Receivable	<hr/> 1,015,358.33
Other Current Assets		
01-130-000-001	Due From Municipal Authority	68,182.74
01-130-000-003	Due From Liquid Fuels	-
01-130-000-004	Due from ACT 209 Fund	-
01-130-000-005	Due From Capital Fund	-
01-130-000-006	Due from Solid Waste Fund	8,912.63
01-130-000-007	Due from Water Resource Protection Fund	-
01-130-000-008	Due from the Sewer Fund	-
01-130-000-009	Due from Developer's Escrow Fund	-
01-131-000-000	Suspense Account	-
	Total Other Current Assets	<hr/> 77,095.37
Prepaid Expense		
01-155-000-000	Prepaid expenses	<hr/> -
	Total Prepaid Expense	<hr/> -
	<b>Total Assets</b>	<b>\$ 8,977,391.46</b>

**Upper Uwchlan Township**  
**General Fund**  
**Balance Sheet**  
**As of March 31, 2022**

**LIABILITIES AND FUND BALANCE**

Accounts Payable

01-200-000-000	Accounts Payable	-
01-252-000-001	Deferred Revenues	<u>422,136.48</u>
	Total Accounts Payable	422,136.48

Other Current Liabilities

01-199-000-000	Suspense Account	-
01-210-000-000	Payroll Liabilities	-
01-210-000-001	Federal Tax Withheld	-
01-211-000-000	FICA Tax Withheld	-
01-212-000-000	Earned Income Tax W/H	8,601.04
01-214-000-000	Non-Uniform Pension	-
01-214-000-100	NU Pension Plan #2	-
01-215-000-000	Police Pension Withheld	-
01-216-000-000	Domestic Relation W/H	-
01-217-000-000	State Tax Withheld	-
01-218-000-000	Police Association Dues	3,240.00
01-219-000-000	LST Tax Withheld	420.00
01-220-000-000	State Unemployment W/H	468.16
01-221-000-000	Benefit Deduction-Aflac	(1,667.72)
01-221-000-100	Benefit Deduction-Aflac After Tax	392.60
01-222-000-000	457 Contribution Deduction	-
01-223-000-000	Direct Deposit	-
01-224-000-000	Payroll Deduction Adjustments	-
01-239-000-001	Due to Municipal Authority	-
01-239-000-003	Due To Liquid Fuels	-
01-239-000-004	Due to Act 209 Fund	-
01-239-000-005	Due to Capital Fund	-
01-239-000-006	Due to Solid Waste Fund	37.50
01-239-000-007	Due to Water Resource Protection Fund	-
01-239-000-008	Due to Developer's Escrow Fund	-
01-258-000-000	Accrued Expenses	-
	Total Other Current Liabilities	11,491.58
	<b>Total Liabilities</b>	<b>\$ 433,628.06</b>

**EQUITY**

01-272-000-000	Opening Balance Equity	812,921.60
01-272-000-001	Retained Earnings	6,535,100.93
	Current Period Net Income (Loss)	<u>1,195,740.87</u>
	Total Equity	8,543,763.40

<b>Total Fund Balance</b>	<b>\$ 8,543,763.40</b>
---------------------------	------------------------

<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 8,977,391.46</b>
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**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended March 31, 2022**

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
01-301-000-010	Current Real Estate Taxes	\$ 969,288.54	\$ 1,050,100.00	\$ (80,811.46)	92.3%
01-301-000-013	Real Estate Tax Refunds	-	(25,000.00)	25,000.00	0.0%
01-301-000-030	Delinquent Real Estate Taxes	22,673.30	30,000.00	(7,326.70)	75.6%
01-301-000-071	Hydrant Tax	-	65,000.00	(65,000.00)	0.0%
01-301-000-072	Delinquent Hydrant Taxes	280.75	-	280.75	#DIV/0!
01-310-000-010	Real Estate Transfer Taxes	157,035.16	650,000.00	(492,964.84)	24.2%
01-310-000-020	Earned Income Taxes	1,137,015.19	4,100,000.00	(2,962,984.81)	27.7%
01-310-000-021	EIT commissions paid	(14,075.87)	(55,760.00)	41,684.13	25.2%
01-320-000-010	Building Permits	166,045.07	500,000.00	(333,954.93)	33.2%
01-320-000-020	Use & Occupancy Permit	2,000.00	12,000.00	(10,000.00)	16.7%
01-320-000-030	Sign Permits	-	100.00	(100.00)	0.0%
01-320-000-040	Contractors Permit	700.00	2,000.00	(1,300.00)	35.0%
01-320-000-050	Refinance Certification Fees	880.00	3,000.00	(2,120.00)	29.3%
01-321-000-080	Cable TV Franchise Fees	-	210,000.00	(210,000.00)	0.0%
01-331-000-010	Vehicle Codes Violation	11,563.56	45,000.00	(33,436.44)	25.7%
01-331-000-011	Reports/Fingerprints	640.00	2,000.00	(1,360.00)	32.0%
01-331-000-012	Solicitation Permits	-	500.00	(500.00)	0.0%
01-331-000-050	Reimbursable Police Wages	-	3,000.00	(3,000.00)	0.0%
01-341-000-001	Interest Earnings	3,970.90	33,000.00	(29,029.10)	12.0%
01-342-000-001	Rental Property Income	6,000.00	24,000.00	(18,000.00)	25.0%
01-354-000-010	County Grants	-	-	-	#DIV/0!
01-354-000-020	State Grants	-	618,752.00	(618,752.00)	0.0%
01-354-000-030	Police Grants	-	-	-	#DIV/0!
01-355-000-001	PURTA	-	5,000.00	(5,000.00)	0.0%
01-355-000-004	Alcoholic Beverage Tax	200.00	600.00	(400.00)	33.3%
01-355-000-005	State Aid, Police Pension	-	122,000.00	(122,000.00)	0.0%
01-355-000-006	State Aid, Non-Uniform Pension	-	60,000.00	(60,000.00)	0.0%
01-355-000-007	Foreign Fire Insurance Tax	-	95,000.00	(95,000.00)	0.0%
01-360-000-010	Vehicle Storage Fees	-	1,000.00	(1,000.00)	0.0%
01-361-000-030	Zoning/SubDivision Land Development	2,681.82	6,000.00	(3,318.18)	44.7%
01-361-000-032	Fees from Engineering	11,915.38	50,000.00	(38,084.62)	23.8%
01-361-000-033	Admin Fees from Engineering	100.00	4,000.00	(3,900.00)	2.5%
01-361-000-035	Admin Fees from Legal	-	1,000.00	(1,000.00)	0.0%
01-361-000-036	Legal Services Fees	4,461.00	6,000.00	(1,539.00)	74.4%
01-361-000-038	Sale of Maps & Books	5.00	250.00	(245.00)	2.0%
01-361-000-039	Fire Inspection Fees	-	2,000.00	(2,000.00)	0.0%
01-361-000-040	Fees from Engineering - CU	698.80	20,000.00	(19,301.20)	3.5%
01-361-000-041	Property Inspection Fees	-	8,000.00	(8,000.00)	0.0%
01-361-000-042	Copies	-	100.00	(100.00)	0.0%
01-361-000-043	Fees from Traffic Signals Reimbursables	-	-	-	#DIV/0!
01-361-000-044	Fees from Advertising Reimbursables	1,246.68	500.00	746.68	249.3%
01-367-000-010	Recreation Donations	-	-	-	#DIV/0!
01-367-000-014	Pavillion Rental	-	500.00	(500.00)	0.0%
01-367-000-021	Field Programs	13,105.00	30,000.00	(16,895.00)	43.7%
01-367-000-025	Turf Field Fees	1,450.00	45,000.00	(43,550.00)	3.2%
01-367-000-030	Community Events Donations	3,070.00	10,000.00	(6,930.00)	30.7%
01-367-000-040	History Book Revenue	-	200.00	(200.00)	0.0%
01-367-000-045	Upland Farms Barn Rental Fees	-	5,000.00	(5,000.00)	0.0%
01-367-000-089	Donations for Park Equipment	-	-	-	#DIV/0!
01-380-000-001	Miscellaneous Revenue	3,028.00	5,000.00	(1,972.00)	60.6%
01-380-000-010	Insurance Reimbursement	-	3,000.00	(3,000.00)	0.0%
01-392-000-008	Municipal Authority Reimbursement	68,176.74	272,707.00	(204,530.26)	25.0%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended March 31, 2022**

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
01-392-000-020	Transfer from Capital Fund	-	-	-	#DIV/0!
01-392-000-030	Transfer from Solid Waste Fund	-	-	-	#DIV/0!
01-395-000-000	Refund of Prior Year Expenses	1,574.00	-	1,574.00	#DIV/0!
	<b>Total Revenue</b>	<b>\$ 2,575,729.02</b>	<b>\$ 8,020,549.00</b>	<b>\$ (5,444,819.98)</b>	<b>32.1%</b>
<b>GENERAL GOVERNMENT</b>					
01-400-000-113	Supervisors Wages	\$ 2,437.50	\$ 9,750.00	\$ (7,312.50)	25.0%
01-400-000-150	Payroll Tax Expense	186.48	746.00	(559.52)	25.0%
01-400-000-320	Telephone	480.22	2,000.00	(1,519.78)	24.0%
01-400-000-340	Public Relations	278.02	2,500.00	(2,221.98)	11.1%
01-400-000-341	Advertising	2,296.99	7,500.00	(5,203.01)	30.6%
01-400-000-342	Printing	835.00	5,000.00	(4,165.00)	16.7%
01-400-000-344	Community Notice	-	2,000.00	(2,000.00)	0.0%
01-400-000-350	Insurance-Bonding	2,486.00	2,945.00	(459.00)	84.4%
01-400-000-352	Insurance-Liability	-	16,591.00	(16,591.00)	0.0%
01-400-000-420	Dues/Subscriptions/Memberships	3,408.00	4,375.00	(967.00)	77.9%
01-400-000-460	Meeting & Conferences	1,125.00	6,000.00	(4,875.00)	18.8%
01-400-000-461	Bank Fees	3,237.72	12,000.00	(8,762.28)	27.0%
01-400-000-463	Misc expenses	1,523.46	2,000.00	(476.54)	76.2%
01-400-000-464	Wallace Twp. Tax Agreement	-	4,800.00	(4,800.00)	0.0%
		18,294.39	78,207.00	(59,912.61)	23.4%
<b>EXECUTIVE</b>					
01-401-000-100	Administration Wages	124,417.42	582,528.00	(458,110.58)	21.4%
01-401-000-150	Payroll Tax Expense	10,561.53	44,563.00	(34,001.47)	23.7%
01-401-000-151	PSATS Unemployment Compensation	-	3,745.00	(3,745.00)	0.0%
01-401-000-156	Employee Benefit Expense	15,852.69	83,348.00	(67,495.31)	19.0%
01-401-000-157	ACA Fees	-	240.00	(240.00)	0.0%
01-401-000-160	Non-Uniform Pension	9,728.58	36,467.00	(26,738.42)	26.7%
01-401-000-165	Employer 457 Match	-	12,000.00	(12,000.00)	0.0%
01-401-000-174	Tuition Reimbursements	(369.59)	6,300.00	(6,669.59)	-5.9%
01-401-000-181	Longevity Pay	-	5,550.00	(5,550.00)	0.0%
01-401-000-183	Overtime Wages	1,678.30	5,000.00	(3,321.70)	33.6%
01-401-000-200	Supplies	4,308.27	15,000.00	(10,691.73)	28.7%
01-401-000-205	Meals & Meal Allowances	-	200.00	(200.00)	0.0%
01-401-000-215	Postage	2,692.03	4,500.00	(1,807.97)	59.8%
01-401-000-230	Gasoline & Oil	226.73	2,200.00	(1,973.27)	10.3%
01-401-000-235	Vehicle Maintenance	671.60	1,000.00	(328.40)	67.2%
01-401-000-252	Repair & Maintenance	-	2,000.00	(2,000.00)	0.0%
01-401-000-316	Training & Seminars	644.00	10,000.00	(9,356.00)	6.4%
01-401-000-317	Parking/Travel	-	1,200.00	(1,200.00)	0.0%
01-401-000-322	Ipad Expenses	38.22	600.00	(561.78)	6.4%
01-401-000-352	Insurance - Liability	-	282.00	(282.00)	0.0%
01-401-000-353	Insurance-Vehicle	-	398.00	(398.00)	0.0%
01-401-000-354	Insurance-Workers Compensation	-	720.00	(720.00)	0.0%
01-401-000-420	Dues/Subscriptions/Memberships	1,550.00	6,100.00	(4,550.00)	25.4%
01-401-000-450	Contracted Services	7,271.00	16,000.00	(8,729.00)	45.4%
		179,270.78	839,941.00	(660,670.22)	21.3%
<b>AUDIT</b>					
01-402-000-450	Contracted Services	850.00	25,700.00	(24,850.00)	3.3%
		850.00	25,700.00	(24,850.00)	3.3%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended March 31, 2022**

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>TAX COLLECTION</b>					
01-403-000-110	Chester Co. Treasurer Expense	7,995.75	12,500.00	(4,504.25)	64.0%
01-403-000-200	Supplies	-	-	-	#DIV/0!
01-403-000-215	Postage	-	-	-	#DIV/0!
01-403-000-350	Insurance-Bonding	-	-	-	#DIV/0!
01-403-000-450	Contracted Services	-	400.00	(400.00)	0.0%
		7,995.75	12,900.00	(4,904.25)	62.0%
<b>LEGAL</b>					
01-404-000-305	Reimbursable Legal Fees - CU	-	500.00	(500.00)	0.0%
01-404-000-310	Reimbursable Legal Fees	5,993.50	9,500.00	(3,506.50)	63.1%
01-404-000-311	Non Reimbursable Legal	10,509.00	45,000.00	(34,491.00)	23.4%
01-404-000-450	Contracted Services	-	5,000.00	(5,000.00)	0.0%
		16,502.50	60,000.00	(43,497.50)	27.5%
<b>TECHNOLOGY</b>					
01-407-000-200	Supplies	-	2,000.00	(2,000.00)	0.0%
01-407-000-220	Software	23,285.73	73,280.00	(49,994.27)	31.8%
01-407-000-222	Hardware	-	16,000.00	(16,000.00)	0.0%
01-407-000-240	Web Page	6,361.83	6,000.00	361.83	106.0%
01-407-000-450	Contracted Services	13,453.77	62,720.00	(49,266.23)	21.5%
		43,101.33	160,000.00	(116,898.67)	26.9%
<b>ENGINEERING</b>					
01-408-000-305	Reimbursable Conditional Use	-	25,000.00	(25,000.00)	0.0%
01-408-000-310	Reimbursable Engineering	10,394.27	75,000.00	(64,605.73)	13.9%
01-408-000-311	Traffic Engineering	2,762.50	25,000.00	(22,237.50)	11.1%
01-408-000-313	Non Reimbursable Engineering	11,466.36	30,000.00	(18,533.64)	38.2%
01-408-000-366	Ordinance Update	-	4,500.00	(4,500.00)	0.0%
01-408-000-367	General Planning	-	10,000.00	(10,000.00)	0.0%
01-408-000-368	MS4 Expenses	-	618,752.00	(618,752.00)	0.0%
01-408-000-369	Reimbursable Traffic Signals	-	-	-	#DIV/0!
01-408-000-370	Reimbursable Advertising	525.48	-	525.48	#DIV/0!
		25,148.61	788,252.00	(763,103.39)	3.2%
<b>TOWNSHIP PROPERTIES</b>					
<i><u>Public Works Building</u></i>					
01-409-001-200	Supplies	-	1,000.00	(1,000.00)	0.0%
01-409-001-231	Propane & heating - PW bldg	6,199.09	15,000.00	(8,800.91)	41.3%
01-409-001-250	Maint & Repair	93.33	21,850.00	(21,756.67)	0.4%
01-409-001-320	Telephone	926.54	4,000.00	(3,073.46)	23.2%
01-409-001-351	Insurance - property	-	15,546.00	(15,546.00)	0.0%
01-409-001-360	Utilities	1,486.91	12,000.00	(10,513.09)	12.4%
01-409-001-450	Contracted Services	416.78	8,000.00	(7,583.22)	5.2%
<i><u>Township Building</u></i>					
01-409-003-101	Employee Cost Allocated	-	-	-	#DIV/0!
01-409-003-200	Supplies	1,596.04	2,000.00	(403.96)	79.8%
01-409-003-231	Propane & Heating Oil	422.05	5,000.00	(4,577.95)	8.4%
01-409-003-250	Maintenance & Repairs	1,813.34	2,500.00	(686.66)	72.5%
01-409-003-320	Telephone	1,742.70	7,000.00	(5,257.30)	24.9%
01-409-003-351	Insurance Property	-	18,136.00	(18,136.00)	0.0%
01-409-003-360	Utilities	4,631.31	25,000.00	(20,368.69)	18.5%
01-409-003-450	Contracted Services	2,566.38	39,000.00	(36,433.62)	6.6%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended March 31, 2022**

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b><u>Milford Road</u></b>					
01-409-004-200	Supplies	-	500.00	(500.00)	0.0%
01-409-004-231	Propane	1,167.18	2,000.00	(832.82)	58.4%
01-409-004-250	Maintenance & Repairs	1,900.00	500.00	1,400.00	380.0%
01-409-004-320	Telephone	920.68	3,000.00	(2,079.32)	30.7%
01-409-004-351	Insurance - property	-	2,591.00	(2,591.00)	0.0%
01-409-004-360	Utilities	225.63	1,000.00	(774.37)	22.6%
01-409-004-450	Contracted Services	4,300.00	500.00	3,800.00	860.0%
		30,407.96	186,123.00	(155,715.04)	16.3%
<b><u>POLICE EXPENSES</u></b>					
01-410-000-100	Police Wages	343,138.40	1,603,004.00	(1,259,865.60)	21.4%
01-410-000-110	Police Wages - WC reimbursement	-	-	-	#DIV/0!
01-410-000-150	Payroll Tax Expense	29,596.78	122,630.00	(93,033.22)	24.1%
01-410-000-151	PSATS Unemployment Compensation	81.24	8,765.00	(8,683.76)	0.9%
01-410-000-156	Employee Benefit Expense	81,347.41	392,907.00	(311,559.59)	20.7%
01-410-000-158	Medical Expense Reimbursements	2,694.15	13,000.00	(10,305.85)	20.7%
01-410-000-160	Pension Expense	57,816.00	227,964.00	(170,148.00)	25.4%
01-410-000-165	Employer 457 Match	-	30,000.00	(30,000.00)	0.0%
01-410-000-174	Tuition Reimbursement	-	15,000.00	(15,000.00)	0.0%
01-410-000-181	Longevity Pay	3,500.00	29,400.00	(25,900.00)	11.9%
01-410-000-182	Education incentive	4,750.00	5,750.00	(1,000.00)	82.6%
01-410-000-183	Overtime Wages	10,318.49	60,000.00	(49,681.51)	17.2%
01-410-000-187	Courttime Wages	2,692.92	12,000.00	(9,307.08)	22.4%
01-410-000-190	ARPA - COVID Pay	11,250.00	-	11,250.00	#DIV/0!
01-410-000-191	Uniform/Boot Allowances	8,550.00	14,000.00	(5,450.00)	61.1%
01-410-000-200	Supplies	2,845.80	14,000.00	(11,154.20)	20.3%
01-410-000-215	Postage	-	750.00	(750.00)	0.0%
01-410-000-230	Gasoline & Oil	12,072.00	43,000.00	(30,928.00)	28.1%
01-410-000-235	Vehicle Maintenance	1,769.55	25,000.00	(23,230.45)	7.1%
01-410-000-238	Clothing/Uniforms	1,644.47	11,700.00	(10,055.53)	14.1%
01-410-000-250	Maintenance & Repairs	125.63	2,500.00	(2,374.37)	5.0%
01-410-000-260	Small Tools & Equipment	2,040.82	10,000.00	(7,959.18)	20.4%
01-410-000-311	Non-Reimburseable-Legal	-	-	-	#DIV/0!
01-410-000-316	Training/Seminar	6,153.08	15,000.00	(8,846.92)	41.0%
01-410-000-317	Parking & travel	-	1,000.00	(1,000.00)	0.0%
01-410-000-320	Telephone	1,245.83	7,000.00	(5,754.17)	17.8%
01-410-000-322	Ipad Expense	-	600.00	(600.00)	0.0%
01-410-000-327	Radio Equipment M & R	-	1,000.00	(1,000.00)	0.0%
01-410-000-340	Public Relations	3,432.94	15,000.00	(11,567.06)	22.9%
01-410-000-342	Police Accreditation	1,650.00	6,000.00	(4,350.00)	27.5%
01-410-000-352	Insurance - Liability	-	12,793.00	(12,793.00)	0.0%
01-410-000-353	Insurance - Vehicles	-	2,106.00	(2,106.00)	0.0%
01-410-000-354	Insurance - Workers Compensation	-	43,200.00	(43,200.00)	0.0%
01-410-000-420	Dues/Subscriptions/Memberships	456.31	1,000.00	(543.69)	45.6%
01-410-000-450	Contracted Services	10,223.47	29,950.00	(19,726.53)	34.1%
01-410-000-740	Computer/Furniture	(34.77)	3,000.00	(3,034.77)	-1.2%
		599,360.52	2,779,019.00	(2,179,658.48)	21.6%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended March 31, 2022**

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>FIRE/AMBULANCE</b>					
01-411-000-354	Insurance - Workers Compensation	8,648.25	23,000.00	(14,351.75)	37.6%
01-411-000-420	Dues/Subscriptions/Memberships	-	-	-	#DIV/0!
01-411-000-450	Contracted Services	-	-	-	#DIV/0!
01-411-000-451	Hydrant expenses-Aqua	19,938.06	60,000.00	(40,061.94)	33.2%
01-411-001-001	Ludwigs	-	249,196.00	(249,196.00)	0.0%
01-411-001-002	Lionville	-	99,360.00	(99,360.00)	0.0%
01-411-001-003	Lionville Capital	-	-	-	100.0%
01-411-001-004	Glenmoore	-	11,435.00	(11,435.00)	0.0%
01-411-001-005	E. Brandywine	10,639.50	46,279.00	(35,639.50)	23.0%
01-411-001-006	Reimbursement - Uwchlan Township	-	2,300.00	(2,300.00)	0.0%
01-411-001-007	Reimbursement - East Brandywine Twp.	306.38	200.00	106.38	153.2%
01-411-002-530	Contributions-Fire Relief	-	95,000.00	(95,000.00)	0.0%
		39,532.19	586,770.00	(547,237.81)	6.7%
<b>AMBULANCE</b>					
01-412-000-540	Uwchlan Ambulance	-	27,038.00	(27,038.00)	0.0%
01-412-000-544	Minquas Ambulance	-	-	-	#DIV/0!
		-	27,038.00	(27,038.00)	0.0%
<b>CODES ADMINISTRATION</b>					
01-413-000-100	Code Adminstrator Wages	51,332.57	242,130.00	(190,797.43)	21.2%
01-413-000-150	Payroll Tax Expenses	4,250.77	18,523.00	(14,272.23)	22.9%
01-413-000-151	PSATS Unemployment Compensation	-	1,605.00	(1,605.00)	0.0%
01-413-000-156	Employee Benefit Expense	12,577.79	49,529.00	(36,951.21)	25.4%
01-413-000-160	Pension	4,414.16	16,687.00	(12,272.84)	26.5%
01-413-000-165	Employer 457 Match	-	6,000.00	(6,000.00)	0.0%
01-413-000-181	Longevity Pay	-	5,100.00	(5,100.00)	0.0%
01-413-000-183	Overtime	-	2,000.00	(2,000.00)	0.0%
01-413-000-200	Supplies	2,000.69	2,000.00	0.69	100.0%
01-413-000-230	Gasoline & Oil	757.37	3,400.00	(2,642.63)	22.3%
01-413-000-235	Vehicle Maintenance	824.99	1,500.00	(675.01)	55.0%
01-413-000-316	Training/Seminar	297.00	3,000.00	(2,703.00)	9.9%
01-413-000-317	Parking/Travel	249.61	250.00	(0.39)	99.8%
01-413-000-320	Telephone	180.22	2,000.00	(1,819.78)	9.0%
01-413-000-322	Ipad Expense	140.91	600.00	(459.09)	23.5%
01-413-000-352	Insurance - Liability	-	282.00	(282.00)	0.0%
01-413-000-353	Insurance - Vehicle	-	398.00	(398.00)	0.0%
01-413-000-354	Insurance - Workers Compensation	-	720.00	(720.00)	0.0%
01-413-000-420	Dues/Subscriptions/Memberships	337.00	3,000.00	(2,663.00)	11.2%
01-413-000-450	Contracted Services	746.54	10,000.00	(9,253.46)	7.5%
01-413-000-460	Meetings & Conferences	-	1,000.00	(1,000.00)	0.0%
		78,109.62	369,724.00	(291,614.38)	21.1%
<b>PLANNING &amp; ZONING</b>					
01-414-001-116	Compensation	-	-	-	#DIV/0!
01-414-001-200	Supplies	-	500.00	(500.00)	0.0%
01-414-001-301	Court Reporter	187.50	1,500.00	(1,312.50)	12.5%
01-414-001-315	Legal Fees	8,224.50	3,000.00	5,224.50	274.2%
01-414-001-365	Comp Plan Update	-	50,000.00	(50,000.00)	0.0%
01-414-001-366	Ordinance Update	-	20,000.00	(20,000.00)	0.0%
01-414-001-367	General Planning	-	3,000.00	(3,000.00)	0.0%
01-414-001-368	Advertising	-	500.00	(500.00)	0.0%
01-414-001-451	ACT 209	-	-	-	#DIV/0!
		8,412.00	78,500.00	(70,088.00)	10.7%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended March 31, 2022**

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>VILLAGE CONCEPT</b>					
01-414-002-367	General Planning	-	1,000.00	(1,000.00)	0.0%
		-	1,000.00	(1,000.00)	0.0%
<b>ZONING</b>					
01-414-003-100	Compensation	-	800.00	(800.00)	0.0%
01-414-003-301	Court Reporter	1,926.50	2,000.00	(73.50)	96.3%
01-414-003-315	Legal Fees	-	6,000.00	(6,000.00)	0.0%
01-414-003-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		1,926.50	9,800.00	(7,873.50)	19.7%
<b>EMERGENCY OPERATIONS</b>					
01-415-000-200	Supplies	1,209.44	2,000.00	(790.56)	60.5%
01-415-000-260	Small Tools & Equipment	-	1,000.00	(1,000.00)	0.0%
01-415-000-316	Training/Seminar	243.93	1,200.00	(956.07)	20.3%
01-415-000-317	Parking/Travel	-	400.00	(400.00)	0.0%
01-415-000-320	Telephone	-	1,200.00	(1,200.00)	0.0%
01-415-000-330	Other Services/Charges	-	500.00	(500.00)	0.0%
01-415-000-420	Dues/subscriptions/memberships	-	50.00	(50.00)	0.0%
01-415-000-450	Contracted Services	-	500.00	(500.00)	0.0%
01-415-000-740	Computer/Office Equipment	-	1,000.00	(1,000.00)	0.0%
		1,453.37	7,850.00	(6,396.63)	18.5%
<b>ANIMAL CONTROL/OTHER</b>					
01-422-000-530	Contributions - SPCA	1,880.75	4,776.00	(2,895.25)	39.4%
01-422-000-601	Contributions - DARC	24,189.00	25,341.00	(1,152.00)	95.5%
01-422-000-603	Downington Senior Center	-	2,000.00	(2,000.00)	0.0%
01-422-000-605	Natural Lands Trust	-	20,000.00	(20,000.00)	
		26,069.75	52,117.00	(26,047.25)	50.0%
<b>SIGNS</b>					
01-433-000-200	Supplies	1,854.75	5,000.00	(3,145.25)	37.1%
01-433-000-450	Contracted Services	-	1,000.00	(1,000.00)	0.0%
		1,854.75	6,000.00	(4,145.25)	30.9%
<b>SIGNALS</b>					
01-434-000-450	Contracted Services	861.42	35,200.00	(34,338.58)	2.4%
		861.42	35,200.00	(34,338.58)	2.4%
<b>PUBLIC WORKS</b>					
01-438-000-100	Public Works Wages	89,402.07	451,945.00	(362,542.93)	19.8%
01-438-000-101	Employee Cost Allocated	-	(82,665.00)	82,665.00	0.0%
01-438-000-150	Payroll Tax Expense	9,045.39	34,574.00	(25,528.61)	26.2%
01-438-000-151	PSATS Unemployment Compensation	-	3,745.00	(3,745.00)	0.0%
01-438-000-156	Employee Benefit Expense	36,731.33	187,111.00	(150,379.67)	19.6%
01-438-000-160	Pension	7,841.49	30,829.00	(22,987.51)	25.4%
01-438-000-165	Employer 457 Match	-	14,000.00	(14,000.00)	0.0%
01-438-000-181	Longevity	4,050.00	8,850.00	(4,800.00)	45.8%
01-438-000-183	Overtime Wages	8,836.72	26,000.00	(17,163.28)	34.0%
01-438-000-200	Supplies	11,743.21	49,000.00	(37,256.79)	24.0%
01-438-000-205	Meals & Meal Allowances	-	600.00	(600.00)	0.0%
01-438-000-230	Gasoline & Oil	7,816.89	42,000.00	(34,183.11)	18.6%
01-438-000-235	Vehicle Maintenance	5,148.55	18,000.00	(12,851.45)	28.6%
01-438-000-238	Uniforms	1,641.89	3,050.00	(1,408.11)	53.8%

**Upper Uwchlan Township  
General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended March 31, 2022**

GL Account #	Account Description	2022 YTD	2022	Over (Under)	Actual as
		Actual	Budget	Budget	% of Budget
01-438-000-245	Highway Supplies	1,623.19	9,600.00	(7,976.81)	16.9%
01-438-000-260	Small Tools & Equipment	5,406.61	9,750.00	(4,343.39)	55.5%
01-438-000-316	Training/Seminar	-	5,225.00	(5,225.00)	0.0%
01-438-000-317	Parking & travel	-	800.00	(800.00)	0.0%
01-438-000-320	Telephone	639.58	3,000.00	(2,360.42)	21.3%
01-438-000-322	Ipad Expense	177.00	1,200.00	(1,023.00)	14.8%
01-438-000-341	Advertising	-	-	-	#DIV/0!
01-438-000-342	Accreditation	-	5,000.00	(5,000.00)	0.0%
01-438-000-352	Insurance - Liability	-	1,486.00	(1,486.00)	0.0%
01-438-000-353	Vehicle Insurance	-	1,593.00	(1,593.00)	0.0%
01-438-000-354	Insurance - Workers Compensation	-	13,680.00	(13,680.00)	0.0%
01-438-000-420	Dues and Subscriptions	180.00	400.00	(220.00)	45.0%
01-438-000-450	Contracted Services	7,781.39	56,500.00	(48,718.61)	13.8%
01-438-000-463	Miscellaneous	-	-	-	#DIV/0!
01-438-000-720	Road Resurfacing	-	274,333.00	(274,333.00)	0.0%
		198,065.31	1,169,606.00	(971,540.69)	16.9%
<b><i>Public Works - Facilities Division</i></b>					
01-438-001-100	Wages	38,065.50	241,115.00	(203,049.50)	15.8%
01-438-001-101	Employee Costs Allocated	-	(225,983.00)	225,983.00	0.0%
01-438-001-150	Payroll Tax Expense	3,541.91	18,445.00	(14,903.09)	19.2%
01-438-001-151	PSATS Unemployment Compensation	-	3,745.00	(3,745.00)	0.0%
01-438-001-156	Employee Benefit Expense	10,707.03	42,307.00	(31,599.97)	25.3%
01-438-001-160	Pension Expense	3,025.09	10,482.00	(7,456.91)	28.9%
01-438-001-165	Employer 457 Match	-	6,000.00	(6,000.00)	0.0%
01-438-001-174	Tuition Reimbursement	-	-	-	#DIV/0!
01-438-001-181	Longevity	-	3,300.00	(3,300.00)	0.0%
01-438-001-183	Overtime Wages	3,730.94	8,000.00	(4,269.06)	46.6%
01-438-001-200	Supplies	-	-	-	#DIV/0!
01-438-001-230	Gasoline & Oil	3,837.80	12,000.00	(8,162.20)	32.0%
01-438-001-235	Vehicle Maintenance	-	6,500.00	(6,500.00)	0.0%
01-438-001-238	Uniforms	-	1,200.00	(1,200.00)	0.0%
01-438-001-316	Training & Seminars	280.46	1,600.00	(1,319.54)	17.5%
01-438-001-352	Insurance - Liability	-	1,486.00	(1,486.00)	0.0%
01-438-001-353	Insurance - Vehicles	-	1,593.00	(1,593.00)	0.0%
01-438-001-354	Insurance - Workers Compensation	-	9,360.00	(9,360.00)	0.0%
01-438-001-450	Contracted Services	-	-	-	#DIV/0!
		63,188.73	141,150.00	(77,961.27)	44.8%
<b>PARK &amp; RECREATION</b>					
<i>Parks - General</i>					
01-454-000-150	Scholarships for Youth Groups	-	6,000.00	(6,000.00)	0.0%
01-454-001-101	Park wages allocation	-	225,983.00	(225,983.00)	0.0%
01-454-001-200	Supplies	3,897.76	15,000.00	(11,102.24)	26.0%
01-454-001-201	Park & Rec Special Events	-	6,000.00	(6,000.00)	0.0%
01-454-001-202	Community Day	7,760.00	28,000.00	(20,240.00)	27.7%
01-454-001-230	Gasoline & Oil	-	-	-	#DIV/0!
01-454-001-235	Vehicle Maintenance	1,188.97	6,000.00	(4,811.03)	19.8%
01-454-001-250	Maintenance & Repairs	-	500.00	(500.00)	0.0%
01-454-001-260	Small Tools & Equipment	-	3,330.00	(3,330.00)	0.0%
01-454-001-316	Training/Seminars	-	1,000.00	(1,000.00)	0.0%
01-454-001-340	Public Relations	-	-	-	#DIV/0!
01-454-001-354	Insurance - Workers Compensation	-	4,320.00	(4,320.00)	0.0%
01-454-001-420	Dues/Subscriptions/Memberships	-	300.00	(300.00)	0.0%
01-454-001-427	Waste Disposal	-	-	-	#DIV/0!
01-454-001-450	Contracted Services	-	500.00	(500.00)	0.0%
		12,846.73	296,933.00	(284,086.27)	4.3%

**Upper Uwchlan Township  
General Fund  
Statement of Revenues and Expenditures  
For the Period Ended March 31, 2022**

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>HICKORY PARK</b>					
01-454-002-200	Supplies-Hickory	1,035.29	3,000.00	(1,964.71)	34.5%
01-454-002-231	Propane	-	2,000.00	(2,000.00)	0.0%
01-454-002-250	Maintenance & Repairs	-	8,000.00	(8,000.00)	0.0%
01-454-002-351	Insurance-Property	-	5,182.00	(5,182.00)	0.0%
01-454-002-360	Utilities	778.51	5,000.00	(4,221.49)	15.6%
01-454-002-450	Contracted Services	1,419.09	20,000.00	(18,580.91)	7.1%
		3,232.89	43,182.00	(39,949.11)	7.5%
<b>FELLOWSHIP FIELDS</b>					
01-454-003-200	Supplies	-	3,000.00	(3,000.00)	0.0%
01-454-003-250	Maintenance & Repairs	4,175.00	18,000.00	(13,825.00)	23.2%
01-454-003-312	Engineering Fees	-	-	-	#DIV/0!
01-454-003-320	Telephone	239.98	2,500.00	(2,260.02)	9.6%
01-454-003-351	Insurance Property	-	5,182.00	(5,182.00)	0.0%
01-454-003-360	Utilities	2,179.45	12,000.00	(9,820.55)	18.2%
01-454-003-450	Contracted Services	-	16,000.00	(16,000.00)	0.0%
		6,594.43	56,682.00	(50,087.57)	11.6%
<b>LARKINS FIELD</b>					
01-454-004-200	Supplies-Larkins	-	1,000.00	(1,000.00)	0.0%
01-454-004-250	Maintenance & Repair	-	1,000.00	(1,000.00)	0.0%
01-454-004-312	Engineering Fee-Larkins	-	-	-	#DIV/0!
01-454-004-450	Contracted Services	-	3,000.00	(3,000.00)	0.0%
		-	5,000.00	(5,000.00)	0.0%
<b>UPLAND FARMS</b>					
01-454-005-200	Supplies	4,752.93	5,000.00	(247.07)	95.1%
01-454-005-231	Propane & Heating Oil	846.56	6,000.00	(5,153.44)	14.1%
01-454-005-250	Repairs & Maintenance	2,826.00	50,000.00	(47,174.00)	5.7%
01-454-005-351	Insurance - Building	-	5,182.00	(5,182.00)	0.0%
01-454-005-360	Utilities	6,725.70	14,000.00	(7,274.30)	48.0%
01-454-005-450	Contracted Services	1,757.43	10,000.00	(8,242.57)	17.6%
01-454-005-513	Engineering Fees	-	-	-	#DIV/0!
		16,908.62	90,182.00	(73,273.38)	18.7%
<b>Total Parks and Recreation</b>		<b>39,582.67</b>	<b>491,979.00</b>	<b>(452,396.33)</b>	<b>8.0%</b>

**Upper Uwchlan Township**  
**General Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended March 31, 2022**

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>LIBRARY and EAC</b>					
01-455-000-450	EAC Contracted Services	-	10,000.00	(10,000.00)	0.0%
01-456-000-530	Library Contributions	-	5,000.00	(5,000.00)	0.0%
			15,000.00	(15,000.00)	0.0%
<b>HISTORICAL COMMISSIONS</b>					
01-459-000-200	Supplies	-	2,500.00	(2,500.00)	0.0%
01-459-000-320	Telephone	-	1,000.00	(1,000.00)	0.0%
01-459-000-450	Contracted Services	-	1,500.00	(1,500.00)	0.0%
			5,000.00	(5,000.00)	0.0%
<b>Total Expenditures Before Operating Transfers</b>		<b>1,379,988.15</b>	<b>7,926,876.00</b>	<b>(6,546,887.85)</b>	<b>17.4%</b>
<b>Excess of Revenues over Expenses Before Operating Transfers</b>		<b>1,195,740.87</b>	<b>93,673.00</b>	<b>1,102,067.87</b>	<b>1276.5%</b>
<b>OPERATING TRANSFERS</b>					
01-492-000-030	Transfer from Turf Field Cash account	-	-	-	#DIV/0!
01-492-000-031	Transfer to Capital Projects Fund	-	1,500,000.00	(1,500,000.00)	0.0%
01-492-000-033	Transfer to Solid Waste Fund	-	-	-	#DIV/0!
01-492-000-034	Transfer to Developer's Escrow Fund	-	-	-	#DIV/0!
01-492-000-035	Transfer to Act 209 Fund	-	-	-	#DIV/0!
01-492-000-035	Transfer to Municipal Authority	-	-	-	#DIV/0!
01-492-000-036	Transfer to Water Resource Protection Fund	-	245,000.00	(245,000.00)	0.0%
		-	1,745,000.00	(1,745,000.00)	0.0%
<b>Total Expenditures after Operating Transfers</b>		<b>1,379,988.15</b>	<b>9,671,876.00</b>	<b>(8,291,887.85)</b>	<b>14.3%</b>
<b>EXCESS OF REVENUES OVER EXPENSES</b>		<b>\$ 1,195,740.87</b>	<b>\$ (1,651,327.00)</b>	<b>\$ 2,847,067.87</b>	<b>-72.4%</b>

**Upper Uwchlan Township**  
**Liquid Fuels Fund**  
**Balance Sheet**  
**As of March 31, 2022**

**ASSETS**

Cash		
04-100-000-000	Cash - Fulton Bank	\$ 813,142.81
	Total Cash	<u>813,142.81</u>
Other Current Assets		
04-130-000-001	Due from General Fund	-
04-130-000-002	Due from Capital Fund	679.18
	Other Assets	-
	Total Other Current Assets	<u>679.18</u>
	<b>Total Assets</b>	<b>\$ 813,821.99</b>

**LIABILITIES AND FUND BALANCE**

Accounts Payable		
04-200-000-000	Accounts Payable	-
04-258-000-000	Accrued Expenses	-
	Total Accounts Payable	<u>-</u>
Other Current Liabilities		
	Other Liabilities	
04-230-000-010	Due To General Fund	-
04-252-000-000	Deferred Revenues	679.18
	Total Other Current Liabilities	<u>679.18</u>
	<b>Total Liabilities</b>	<b>679.18</b>

Equity		
04-272-000-001	Opening Balance Equity	192,790.66
04-272-000-002	Retained Earnings	662,458.78
04-272-000-003	Transfer from Other Funds	-
	Unrestricted Net Assets	-
	Current Period Net Income (Loss)	<u>(42,106.63)</u>
	Total Equity	<u>813,142.81</u>
	<b>Total Fund Balance</b>	<b>\$ 813,142.81</b>
	<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 813,821.99</b>

**Upper Uwchlan Township**  
**Liquid Fuels Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ending March 31, 2022**

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
04-341-000-000	Interest Earnings	\$ 20.66	\$ 7,000.00	(6,979.34)	0%
04-355-000-002	Motor Fuel Vehicle Taxes		362,257.00	(362,257.00)	0%
04-389-000-001	Winter Snow Agreement		600.00	(600.00)	0%
04-389-000-002	Turnback Maintenance	14,520.00	14,520.00	-	100%
	<b>Total Revenues</b>	<b>\$ 14,540.66</b>	<b>\$ 384,377.00</b>	<b>\$ (369,836.34)</b>	<b>100%</b>
<b>EXPENDITURES</b>					
<b>Equipment</b>					
04-400-000-074	Equipment Purchases	-	-	-	#DIV/0!
	<b>Total Equipment</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>
<b>Snow</b>					
04-432-000-239	Snow & Ice Supplies	46,803.54	75,000.00	(28,196.46)	62%
04-432-000-250	Vehicle Maintenance & Repair	-	4,000.00	(4,000.00)	0%
04-432-000-450	Snow & Ice Contracted Services	9,843.75	24,000.00	(14,156.25)	41%
	<b>Total Snow</b>	<b>56,647.29</b>	<b>103,000.00</b>	<b>(46,352.71)</b>	<b>103%</b>
<b>Road Projects</b>					
04-438-000-239	Road Project Supplies		31,800.00	(31,800.00)	0%
04-438-000-450	Road Project Contracted Services	-	-	-	#DIV/0!
	<b>Total Road Projects</b>	<b>-</b>	<b>31,800.00</b>	<b>(31,800.00)</b>	<b>#DIV/0!</b>
<b>Highway Construction</b>					
04-439-001-250	Resurfacing		275,000.00	(275,000.00)	0%
04-439-002-250	Base Repairs - Pa. Drive	-	6,000.00	(6,000.00)	0%
	<b>Total Highway Construction</b>	<b>-</b>	<b>281,000.00</b>	<b>(281,000.00)</b>	<b>-</b>
	<b>Total Expenditures</b>	<b>\$ 56,647.29</b>	<b>\$ 415,800.00</b>	<b>\$ (359,152.71)</b>	<b>14%</b>
	<b>Excess of Revenues over Expenditures</b>	<b>\$ (42,106.63)</b>	<b>\$ (31,423.00)</b>	<b>\$ (10,683.63)</b>	<b>134%</b>

**Upper Uwchlan Township**  
**Solid Waste Fund**  
**Balance Sheet**  
**As of March 31, 2022**

**ASSETS**

Cash		
05-100-000-010	Meridian Bank	\$ 484,241.15
05-100-000-030	Cash - Fulton Bank	764,926.30
	Total Cash	<hr/> 1,249,167.45
Accounts Receivable		
05-130-000-045	WIPP Receivable from MA	8,926.08
05-145-000-010	Solid Waste Receivable	142,444.46
05-145-000-095	Misc. Receivable	<hr/> -
		151,370.54
Other Current Assets		
05-130-000-010	Due from General Fund	37.50
05-130-000-020	Due from Capital Fund	-
05-130-000-050	Due from Municipal Authority	1,625.40
05-155-000-010	Prepaid Attorney Fees	-
	Other Assets	-
	Total Other Current Assets	<hr/> 1,662.90
	<b>Total Assets</b>	<b>\$ 1,402,200.89</b>

**LIABILITIES AND FUND BALANCE**

Accounts Payable		
05-200-000-020	Accounts Payable	-
05-258-000-000	Accrued Expenses	53,000.00
	Total Accounts Payable	<hr/> 53,000.00
Other Current Liabilities		
05-239-000-010	Due To General Fund	8,912.63
05-239-000-020	Due To Capital Fund	-
05-239-000-030	Due to Liquid Fuels Fund	-
05-239-000-040	Due to Act 209 Fund	-
05-239-000-050	Due to Municipal Authority	556.70
05-252-000-010	Deferred Revenues	126,775.03
	Total Other Current Liabilities	<hr/> 136,244.36
	<b>Total Liabilities</b>	<b>\$ 189,244.36</b>

**Equity**

05-272-000-001	Opening Balance Equity	984,603.98
05-272-000-004	Unrestricted Net Assets	(361,101.22)
	Current Period Net Income (Loss)	589,453.77
	Total Equity	<hr/> 1,212,956.53
	<b>Total Fund Balance</b>	<b>\$ 1,212,956.53</b>
	<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 1,402,200.89</b>

**Upper Uwchlan Township  
Solid Waste Fund  
Statement of Revenues and Expenditures  
For the Period Ending March 31, 2022**

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
05-341-000-000	Interest Earnings	\$ 128.60	\$ 2,000.00	(1,871.40)	6%
05-364-000-010	Solid Waste Income	777,114.34	1,121,066.00	(343,951.66)	69%
05-364-000-015	Resident Refunds		-	-	#DIV/0!
05-364-000-020	Recycling Income	400.54	-	400.54	#DIV/0!
05-364-000-025	Hazardous Waste Event		2,000.00	(2,000.00)	0%
05-364-000-030	Leaf Bags Sold		500.00	(500.00)	0%
05-364-000-035	Scrap Metal Sold	229.40	500.00	(270.60)	46%
	Equipment Purchase Grant (Pa.)			-	#DIV/0!
05-364-000-040	Performance Grant		25,000.00	(25,000.00)	0%
05-380-000-000	Misc Income		-	-	#DIV/0!
<b>Total Revenues</b>		<b>\$ 777,872.88</b>	<b>\$ 1,151,066.00</b>	<b>\$ (373,193.12)</b>	<b>#DIV/0!</b>
<b>EXPENDITURES</b>					
<b>Operations</b>					
05-427-000-101	Employee Cost Allocation	-	21,835.00	(21,835.00)	0%
05-427-000-150	Bank Fees	25.00	200.00	(175.00)	13%
05-427-000-200	Supplies	-	2,000.00	(2,000.00)	0%
05-427-000-210	Utility Billing Expenses	2,810.65	2,800.00	10.65	100%
05-427-000-220	Postage	2,039.86	2,300.00	(260.14)	89%
05-427-000-230	Toters	-	18,844.00	(18,844.00)	0%
05-427-000-314	Legal Fees	33.03	9,000.00	(8,966.97)	0%
05-427-000-316	Training & Seminars	-	500.00	(500.00)	0%
05-427-000-420	Dues/Subscriptions/Memberships	-	125.00	(125.00)	0%
05-427-000-450	Contracted Services - Solid Waste	111,979.70	444,336.00	(332,356.30)	25%
05-427-000-460	Contracted Services - Recycling	47,522.23	183,438.00	(135,915.77)	26%
05-427-000-700	Tipping Fees	23,905.29	275,000.00	(251,094.71)	9%
05-427-000-725	Tipping Fees - Recycling	103.35	39,000.00	(38,896.65)	0%
05-427-000-800	Recycling Disposal	-	9,000.00	(9,000.00)	0%
05-427-000-805	Electronic Waste Event	-	6,000.00	(6,000.00)	0%
<b>Total Operations</b>		<b>188,419.11</b>	<b>1,014,378.00</b>	<b>(825,958.89)</b>	<b>19%</b>
<b>Operating Transfers</b>					
05-492-000-030	Transfer to Capital Fund	-	100,000.00	(100,000.00)	0%
	Transfer to General Fund	-	-	-	#DIV/0!
<b>Total Operating Transfers</b>		<b>-</b>	<b>100,000.00</b>	<b>(100,000.00)</b>	<b>#DIV/0!</b>
<b>Total Expenditures</b>		<b>\$ 188,419.11</b>	<b>\$ 1,114,378.00</b>	<b>\$ (925,958.89)</b>	<b>17%</b>
<b>Excess of Revenues over Expenditures</b>					
		<b>\$ 589,453.77</b>	<b>\$ 36,688.00</b>	<b>\$ 552,765.77</b>	<b>1607%</b>

**Upper Uwchlan Township  
Water Resource Protection Fund  
Balance Sheet  
As of March 31, 2022**

**ASSETS**

Cash		
08-100-000-100	Cash - Fulton Bank	<u>223,721.55</u>
	Total Cash	223,721.55
Other Current Assets		
08-130-000-010	Due from General Fund	-
08-130-000-020	Due from Municipal Authority	-
08-145-000-095	Misc. Receivable	<u>-</u>
	Total Other Current Assets	-
<b>Total Assets</b>		<b>\$ 223,721.55</b>

**LIABILITIES AND FUND BALANCE**

Accounts Payable		
08-200-000-000	Accounts Payable	-
08-258-000-000	Accrued Expenses	<u>-</u>
	Total Accounts Payable	-
Other Current Liabilities		
08-230-000-010	Due To General Fund	-
08-230-000-020	Due to Municipal Authority	-
08-230-000-030	Due to Capital Fund	-
	Deferred Revenues	<u>-</u>
	Total Other Current Liabilities	-

**Total Liabilities**

Equity		
08-272-000-100	Unrestricted Net Assets	227,962.74
08-272-000-200	Restricted Net Assets	-
	Current Period Net Income (Loss)	<u>(4,241.19)</u>
	Total Equity	223,721.55

**Total Fund Balance**

**Total Liabilities & Fund Balance**

**Upper Uwchlan Township  
Water Resource Protection Fund  
Statement of Revenues and Expenditures  
For the Period Ending March 31, 2022**

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
08-341-000-010	Interest Earnings	\$ 5.28	\$ 600.00	(594.72)	1%
08-351-000-010	Federal Grants	-	-	-	#DIV/0!
08-354-000-010	County Grants	-	-	-	#DIV/0!
08-354-000-020	State Grants	7,500.00	235,482.00	(227,982.00)	3%
08-361-000-100	Water Resource Protection Fees	-	-	-	#DIV/0!
08-392-000-010	Transfer from the General Fund	-	245,000.00	(245,000.00)	0%
08-392-000-020	Transfer from Municipal Authority	-	-	-	#DIV/0!
08-395-000-000	Refund of Prior Year Expenditures	-	-	-	#DIV/0!
	Miscellaneous Revenue			-	#DIV/0!
				-	#DIV/0!
<b>Total Revenues</b>		<b>\$ 7,505.28</b>	<b>\$ 481,082.00</b>	<b>\$ (473,576.72)</b>	<b>2%</b>
<b>EXPENDITURES</b>					
<b>Operations</b>					
08-404-000-310	Wage Allocation	-	60,748.00	(60,748.00)	0%
08-404-000-311	Legal Fees	-	-	-	#DIV/0!
08-406-000-010	Grant Application Fees	-	-	-	#DIV/0!
08-406-000-340	Public Relations	-	-	-	#DIV/0!
08-408-000-010	Engineering	-	-	-	#DIV/0!
08-408-000-020	Feasibility Studies	-	140,022.00	(140,022.00)	0%
08-420-000-035	Permits	9,092.50	-	9,092.50	#DIV/0!
08-420-000-260	Small Tools & Equipment	-	600.00	(600.00)	0%
08-446-000-101	Allocated Wages	-	-	-	#DIV/0!
08-446-000-200	Supplies	1,703.97	27,112.00	(25,408.03)	6%
08-446-000-230	Gasoline & Oil	-	2,400.00	(2,400.00)	0%
08-446-000-235	Vehicle maintenance	-	4,250.00	(4,250.00)	0%
08-446-000-250	Maintenance & Repair	-	11,700.00	(11,700.00)	0%
08-446-000-316	Training & Seminars	-	2,000.00	(2,000.00)	0%
08-446-000-450	Contracted Services	950.00	30,000.00	(29,050.00)	3%
08-446-000-600	Construction	-	-	-	#DIV/0!
08-446-004-600	Construction - Upland Farms	-	-	-	#DIV/0!
08-446-005-600	Construction - Marsh Creek	-	235,482.00	(235,482.00)	0%
08-446-001-250	Maintenance & Repair - MA	-	-	-	#DIV/0!
08-446-001-600	Construction - MA	-	-	-	#DIV/0!
	<b>Total Operations</b>	<b>11,746.47</b>	<b>514,314.00</b>	<b>(502,567.53)</b>	<b>2%</b>
<b>Operating Transfers</b>					
	Transfer to General Fund	-	-	-	#DIV/0!
	<b>Total Operating Transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>
<b>Total Expenditures</b>		<b>\$ 11,746.47</b>	<b>\$ 514,314.00</b>	<b>\$ (502,567.53)</b>	<b>2%</b>
<b>Excess of Revenues over Expenditures</b>					
		<b>\$ (4,241.19)</b>	<b>\$ (33,232.00)</b>	<b>\$ 28,990.81</b>	<b>13%</b>

**Upper Uwchlan Township**  
**Act 209 Fund**  
**Balance Sheet**  
**As of March 31, 2022**

**ASSETS**

Cash		
09-100-000-010	Cash - Fulton Bank	\$ 1,045,467.80
	Total Cash	<hr/> 1,045,467.80
Other Current Assets		
09-130-000-000	Due from General Fund	-
09-130-000-001	Due from Capital Fund	-
09-191-000-000	Other Assets	-
	Reserve - Accounts Receivable	-
	Total Other Current Assets	<hr/> -
	<b>Total Assets</b>	<b>\$ 1,045,467.80</b>

**LIABILITIES AND FUND BALANCE**

Accounts Payable		
09-200-000-000	Accounts Payable	-
09-258-000-000	Accrued Expenses	<hr/> -
	Total Accounts Payable	-
Other Current Liabilities		
09-297-000-000	Other Liabilities	-
09-297-000-001	Due To General Fund	-
09-297-000-002	Due To Capital Fund	<hr/> -
	Total Other Current Liabilities	-
	<b>Total Liabilities</b>	<b>\$ -</b>
Equity		
09-272-000-001	Opening Balance Equity	299,600.19
09-272-000-002	Permanently Restricted Net Assets	-
09-272-000-003	Retained Earnings	495,060.15
09-272-000-004	Temporarily Restricted Net Assets	-
09-272-000-005	Unrestricted Net Assets	250,730.12
	Current Period Net Income (Loss)	77.34
	Total Equity	<hr/> 1,045,467.80
	<b>Total Fund Balance</b>	<b>\$ 1,045,467.80</b>
	<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 1,045,467.80</b>

**Upper Uwchlan Township**  
**Act 209 Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended March 31, 2022**

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
09-341-000-000	Interest Income	\$ 77.34	\$ 1,000.00	\$ (922.66)	7.7%
09-354-000-030	Grant Revenue - Federal	-	-	-	#DIV/0!
09-354-000-140	Grant Revenue - State (ARLE)	-	-	-	#DIV/0!
09-379-000-010	Transportation Impact Fees	-	-	-	#DIV/0!
09-379-000-020	Transportation Impact Fees - Reserve	-	-	-	#DIV/0!
09-380-000-000	Misc Revenue	-	-	-	#DIV/0!
09-395-000-100	Transfer from General Fund	-	-	-	#DIV/0!
09-395-000-200	Transfer from Capital Fund	-	-	-	#DIV/0!
<b>Total Revenue</b>		<b>77.34</b>	<b>1,000.00</b>	<b>(922.66)</b>	<b>#DIV/0!</b>
09-489-000-000	Arle Grant - Act 209	-	-	-	
09-489-000-010	Engineering Fees	-	-	-	#DIV/0!
09-489-000-020	Construction	-	-	-	#DIV/0!
09-489-000-045	Contracted Services	-	-	-	#DIV/0!
09-489-000-600	Capital Construction	-	-	-	#DIV/0!
<b>Total Expenditures</b>					<b>#DIV/0!</b>
<b>Excess of Revenues over Expenditures</b>		<b>\$ 77.34</b>	<b>\$ 1,000.00</b>	<b>\$ (922.66)</b>	<b>#DIV/0!</b>

**Upper Uwchlan Township**

**Sewer Fund**

**Balance Sheet**

**As of March 31, 2022**

**ASSETS**

Cash		
15-100-000-100	Cash - Fulton Bank	\$ 105,930.59
15-100-000-200	Cash - Construction Fund (PSDLAF)	83.59
	Total Cash	<u>106,014.18</u>
Other Current Assets		
15-130-000-001	Due from General Fund	-
15-130-000-002	Due from Municipal Authority	-
15-136-000-100	Interest Receivable	-
	Other Assets	<u>-</u>
	Total Other Current Assets	<u>-</u>
Long-Term Assets		
15-130-000-005	Due from Municipal Authority - 2019 Bonds	5,205,556.07
15-161-000-100	Sewer Easements	-
15-163-000-100	Capital Assets - Plant	26,102,105.41
15-163-000-110	Construction in Progress	598,306.85
15-163-000-500	Accumulated Depreciation	(4,981,750.77)
15-157-000-100	Discount on Bonds - Series of 2019	16,587.35
15-157-000-110	OID Amortization - Series of 2019	<u>(1,936.10)</u>
		<u>26,938,868.81</u>
<b>Total Assets</b>	<b>\$</b>	<b>27,044,882.99</b>

**LIABILITIES AND FUND BALANCE**

Current Liabilities		
15-200-000-000	Accounts Payable	-
15-230-000-001	Due To General Fund	-
15-230-000-002	Due to Municipal Authority	-
15-258-000-000	Accrued Expenses	-
15-258-000-045	Retainage Payable	131,566.00
15-258-000-100	Interest Payable on Bonds - 2014	-
15-258-000-105	Interest Payable on Bonds - 2019	68,664.60
15-258-000-110	Interest Payable on Bonds - Series A of 2019	<u>40,666.68</u>
	Total Accounts Payable	<u>240,897.28</u>
Long Term Liabilities		
15-261-000-100	General Obligation Bonds- Series of 2014	-
15-261-000-105	General Obligation Bonds- Series of 2019	5,215,000.00
15-261-000-110	General Obligation Bonds- Series A of 2019	4,665,000.00
15-261-000-200	Premium on Bonds - Series of 2014	97,160.00
15-261-000-210	Premium on Bonds - Series A of 2019	132,902.90
15-261-000-250	Accrued Amortization on Bond Premium - 2014	-
15-261-000-260	Accrued Amortiz on Bond Premium - Series of 2019	<u>(18,274.15)</u>
		<u>10,091,788.75</u>
<b>Total Liabilities</b>	<b>\$</b>	<b>10,332,686.03</b>

**Equity**

15-272-000-100	Unrestricted Net Assets	16,794,687.69
	Current Period Net Income (Loss)	<u>(82,490.73)</u>
	Total Equity	<u>16,712,196.96</u>
<b>Total Fund Balance</b>	<b>\$</b>	<b>16,712,196.96</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$</b>	<b>27,044,882.99</b>

**Upper Uwchlan Township  
Sewer Fund  
Statement of Revenues and Expenditures  
For the Period Ending March 31, 2022**

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
15-341-000-000	Interest Earnings	\$ 7.73	\$ 1,000.00	(\$992.27)	1%
15-342-000-100	Operations Mgmt Agreement Fees - 2014 bonds	-	-	-	#DIV/0!
15-342-000-200	Operations Mgmt Agreement Fees - 2019 bonds	-	236,744.00	(236,744.00)	0%
15-342-000-300	Operations Mgmt Agreement Fees - Series A of 2019 (MA)	-	336,200.00	(336,200.00)	0%
<b>Total Revenues</b>		\$ 7.73	\$ 573,944.00	\$ (573,936.27)	#DIV/0!
<b>EXPENDITURES</b>					
<b>General</b>					
15-400-000-461	Bank Fees	500.00	800.00	(300.00)	63%
15-400-000-463	Misc Expenses	-	1,000.00	(1,000.00)	0%
15-404-000-100	Legal Fees	-	-	-	#DIV/0!
		500.00	1,800.00	(1,300.00)	0.63
<b>Bond expenses</b>					
15-472-000-100	Bond Interest Expense - Series of 2014	-	-	-	#DIV/0!
15-472-000-105	Bond Interest Expense - Series of 2019	51,498.45	206,744.00	(155,245.55)	25%
15-472-000-110	Bond Interest Expense - Series A of 2019	30,500.01	126,200.00	(95,699.99)	24%
15-472-000-200	Bond Issuance Costs	-	-	-	#DIV/0!
15-472-000-300	Bond Amortization Expense - 2014 Bonds	-	-	-	#DIV/0!
15-472-000-305	Bond Amortization Expense - 2019 Bonds	-	829.00	(829.00)	0%
15-472-000-310	Bond Amortization Expense - 2019A Bonds	-	(6,645.00)	6,645.00	0%
	Total Debt Expenses	81,998.46	327,128.00	(250,945.54)	#DIV/0!
<b>Other</b>					
15-493-000-083	Depreciation	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
<b>Total Expenditures before Transfers</b>		\$ 82,498.46	\$ 328,928.00	\$ (252,245.54)	25%
<b>Transfers</b>					
15-492-000-010	Transfer to Municipal Authority	-	-	-	#DIV/0!
	Total Transfers	-	-	-	#DIV/0!
<b>Total Expenditures and Transfers</b>		82,498.46	328,928.00	(252,245.54)	#DIV/0!
<b>Excess of Revenues over Expenditures</b>		\$ (82,490.73)	\$ 245,016.00	\$ (321,690.73)	-34%

**Upper Uwchlan Township  
Capital Projects Fund  
Balance Sheet  
As of March 31, 2022**

**ASSETS**

Cash			
30-100-000-010	Cash - Fulton Bank	\$	138,305.42
30-100-000-020	PSDLAF		5,109.71
30-110-000-100	Fulton Bank - 2019 Bond Proceeds		
30-110-000-200	Fulton Bank - 2019 Bond Proceeds - ICS		182,621.81
	Total Cash		326,036.94
Accounts Receivable			
30-130-000-001	Due from General Fund		-
30-130-000-002	Due From Municipal Authority		-
30-130-000-003	Due from Escrow Fund		-
30-130-000-004	Due from Solid Waste Fund		-
30-130-000-005	Due From Liquid Fuels Fund		-
30-130-000-006	Due from Act 209 Fund		-
30-130-000-007	Due from Water Resource Protection Fund		-
	Total Accounts Receivable		-
Other Current Asset			
30-155-000-000	Prepaid Expenses		-
30-191-000-000	Other Assets		-
	Total Other Current Asset		-
	<b>Total Assets</b>	<b>\$</b>	<b>326,036.94</b>

**LIABILITIES AND FUND BALANCE**

Accounts Payable			
30-200-000-000	Accounts Payable		-
30-258-000-000	Accrued Expenses		-
30-258-000-100	Interest Payable - 2019 Bonds		63,500.00
30-261-000-100	General Obligation Bonds - Series of 2019		5,020,000.00
30-261-000-150	Premium on GO Bonds - Series of 2019		247,103.30
30-261-000-160	Accrued Amortization - Series of 2019		(30,887.91)
	Total Accounts Payable		5,299,715.39
Long Term Liabilities			
30-297-000-000	Other Liabilities		-
	Total Long Term Liabilities		-
Other Current Liabilities			
30-230-000-000	Due to General Fund		-
30-230-000-001	Due To Liquid Fuels		679.18
30-230-000-002	Due to Act 209		-
30-230-000-003	Due to Solid Waste Fund		-
30-230-000-004	Due to Municipal Authority		-
30-230-000-005	Due To Escrow Fund		-
	Total Other Current Liabilities		679.18
	<b>Total Liabilities</b>	<b>\$</b>	<b>5,300,394.57</b>

Equity			
30-272-000-001	Opening Balance Equity		948,398.39
30-272-000-004	Unrestricted Net Assets		(5,527,307.64)
	Current Period Net Income (Loss)		(395,448.38)
	Total Equity		(4,974,357.63)
	<b>Total Fund Balance</b>	<b>\$</b>	<b>(4,974,357.63)</b>
	<b>Total Liabilities &amp; Fund Balance</b>	<b>\$</b>	<b>326,036.94</b>

**Upper Uwchlan Township  
Capital Projects Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ending March 31, 2022**

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
<b>REVENUES</b>					
30-341-000-000	Interest Earnings	\$ 13.36	\$ 10,000.00	(9,986.64)	0%
30-354-000-010	Grant Revenue - County	-	-	-	#DIV/0!
30-354-000-020	Grant Revenue - State	-	100,000.00	(100,000.00)	0%
30-354-000-030	Grant Revenue - Federal	-	-	-	#DIV/0!
30-354-000-040	Grant Revenue - Other	-	5,800.00	(5,800.00)	0%
30-391-000-100	Sale of Fixed Assets	-	5,000.00	(5,000.00)	0%
30-392-000-001	Transfer from General Fund	-	1,500,000.00	(1,500,000.00)	0%
30-392-000-005	Transfer from Solid Waste Fund	-	100,000.00	(100,000.00)	0%
30-392-000-020	Transfer from Act 209 Fund	-	-	-	#DIV/0!
30-392-000-030	Transfer from the Municipal Authority	-	-	-	#DIV/0!
30-393-000-020	Proceeds from Long Term Debt	-	-	-	#DIV/0!
30-393-000-400	Other financing sources	-	-	-	#DIV/0!
		13.36	1,720,800.00	(1,720,786.64)	0%
<b>Total Revenues</b>					
<b>CAPITAL EXPENSES</b>					
<b>Township Properties</b>					
30-409-000-700	Capital Purchases-General	-	-	-	#DIV/0!
30-409-001-700	Capital Purchases-Executive	-	-	-	#DIV/0!
30-409-002-600	Capital Construction - Township Bldg	-	3,800.00	(3,800.00)	0%
30-409-002-610	Township Bldg Expansion 2018-2020	-	-	-	#DIV/0!
30-409-002-700	Capital Purchases - Twp Bldg	-	-	-	#DIV/0!
30-409-003-600	Capital Construction - PW Bldg	-	-	-	#DIV/0!
30-409-003-700	Capital Purchases - PW Bldg	-	-	-	#DIV/0!
30-409-004-600	Capital Construction - Milford Rd.	-	-	-	#DIV/0!
30-409-004-700	Capital Purchases - Milford Rd.	-	-	-	#DIV/0!
	<b>Total Township</b>	-	3,800.00	(3,800.00)	0%
<b>Police</b>					
30-410-000-700	Capital Purchases- Police	10,463.99	104,000.00	(93,536.01)	10%
	Future Purchase	-	10,000.00	(10,000.00)	0%
		10,463.99	114,000.00	(103,536.01)	9%
<b>Codes</b>					
30-413-000-700	Capital Purchases	30,517.00	35,000.00	(4,483.00)	87%
		30,517.00	35,000.00	(4,483.00)	87%
<b>Emergency Management</b>					
30-415-000-700	Capital Purchases	-	-	-	#DIV/0!
		-	-	-	#DIV/0!
<b>Public Works</b>					
30-438-000-700	Capital Purchases-Vehicles	-	-	-	#DIV/0!
30-438-000-701	Capital Purchases - Equipment	150,428.25	202,700.00	(52,271.75)	74%
	<b>Total Public Works</b>	150,428.25	202,700.00	(52,271.75)	#DIV/0!
<b>Roads</b>					
30-502-434-700	Traffic Signals	-	-	-	#DIV/0!
	Little Conestoga Road Crosswalk	-	-	-	#DIV/0!
	Lyndell Road Bridge	-	43,850.00	(43,850.00)	0%
		-	43,850.00	(43,850.00)	0%

**Upper Uwchlan Township  
Capital Projects Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ending March 31, 2022**

	<b>Parks</b>				
<b>All Parks</b>					
30-454-000-700	Capital Purchases - All Parks	719.90	50,250.00	(49,530.10)	1%
<b>Hickory Park</b>					
30-454-001-600	Capital Construction - Hickory		385,000.00	(385,000.00)	0%
30-454-001-700	Capital Purchases - Hickory		-	-	#DIV/0!
<b>Fellowship Fields</b>					
30-454-002-600	Capital Construction - Fellowship		29,800.00	(29,800.00)	0%
30-454-002-700	Capital Purchases - Fellowship		-	-	#DIV/0!
<b>Larkins Field</b>					
30-454-003-600	Capital Construction - Larkins		29,100.00	(29,100.00)	0%
30-454-003-700	Capital Purchases - Larkins		-	-	#DIV/0!
<b>Upland Farms</b>					
30-454-004-600	Capital Construction - Upland	154,552.60	-	154,552.60	#DIV/0!
30-454-004-610	Fund Raising - Upland		-	-	#DIV/0!
30-454-004-700	Capital Purchases - Upland		-	-	#DIV/0!
<b>Village of Eagle Pocket Park</b>					
30-506-000-100	Design	-	-	-	
30-506-000-600	Capital Construction	-	-	-	#DIV/0!
30-506-000-700	Capital Purchases	-	-	-	#DIV/0!
	<b>Total Parks Capital</b>	<b>155,272.50</b>	<b>494,150.00</b>	<b>(338,877.50)</b>	<b>31%</b>
 <b>Trails</b>					
30-455-000-650	Grant-Trails/Bridge		-	-	#DIV/0!
30-455-000-651	Phase IV-Pk Rd Trail	1,155.00	-	1,155.00	#DIV/0!
30-455-000-652	Side Path Project		-	-	#DIV/0!
	<b>Total Trails</b>	<b>1,155.00</b>	<b>-</b>	<b>1,155.00</b>	<b>#DIV/0!</b>
 <b>Debt Service</b>					
30-472-000-100	Interest Expense - Series of 2019	47,625.00	195,450.00	(147,825.00)	24%
30-472-000-200	Cost of Issuance - Series of 2019	-	-	-	#DIV/0!
30-472-000-300	Bond Amortization Expense - Series of 2019	-	(12,355.00)	12,355.00	0%
30-500-471-003	Capital Lease - Principal	-	-	-	#DIV/0!
30-500-472-003	Capital Lease - Interest	-	-	-	#DIV/0!
	<b>Total Debt Service</b>	<b>47,625.00</b>	<b>183,095.00</b>	<b>(135,470.00)</b>	<b>26%</b>
 <b>Village Concept</b>					
30-506-000-100	Design - Village of Eagle	-	-	-	#DIV/0!
30-506-000-600	Construction - Village of Eagle	-	-	-	#DIV/0!
					#DIV/0!
	<b>Total Expenditures before Operating Transfers</b>	<b>\$ 395,461.74</b>	<b>\$ 1,076,595.00</b>	<b>\$ (681,133.26)</b>	<b>37%</b>
 <b>Operating Transfers</b>					
30-505-000-010	Transfers to the General Fund	-	-	-	#DIV/0!
30-505-000-020	Transfers to the Solid Waste Fund	-	-	-	#DIV/0!
30-505-000-030	Transfers to the Act 209 Fund	-	-	-	#DIV/0!
	<b>Total Operating Transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>
	 <b>Excess of Revenues over Expenditures and Operating Transfers</b>	<b>\$ (395,448.38)</b>	<b>\$ 644,205.00</b>	<b>\$ (1,039,653.38)</b>	<b>-61.39%</b>

**Upper Uwchlan Township  
Developers Escrow Fund  
Balance Sheet  
As of March 31, 2022**

**ASSETS**

Cash		
40-100-000-100	Cash - Fulton Bank	\$ 125,325.01
	Total Cash	125,325.01
Other Current Assets		
40-130-000-010	Due from General Fund	(37.00)
40-130-000-020	Due from Solid Waste Fund	-
40-130-000-030	Due from Municipal Authority	-
	Total Other Current Assets	(37.00)
	<b>Total Assets</b>	<b>\$ 125,288.01</b>

**LIABILITIES AND FUND BALANCE**

Accounts Payable		
40-200-000-000	Accounts Payable	-
	Total Accounts Payable	-
Other Current Liabilities		
40-230-000-010	Due To General Fund	-
40-230-000-020	Due to Solid Waste Fund	-
40-230-000-030	Due to Municipal Authority	-
	<u>Due to Developers:</u>	
40-248-000-001	Toll Brothers	2,194.15
40-248-000-004	Columbia Gas Transmission LLC	8,131.71
40-248-000-005	Chester County - Radio Tower	344.68
40-248-000-006	Executive Land Holdings	-
40-248-000-007	Park Road Townhomes	-
40-248-000-009	Open Community Corp.	(20,197.91)
40-248-000-010	Sunoco Reed Road	4,147.14
40-248-000-011	McHugh	10.19
40-248-000-012	Marsh Lea	-
40-248-000-013	Eagle Pointe	-
40-248-000-014	Grashof	777.44
40-248-000-015	McKee Fetterers	1.00
40-248-000-017	Vantage Point Retirement	1,894.36
40-248-000-018	CarSense	-
40-248-000-019	Village at Byers	4,075.96
40-248-000-020	Milford Rd. Associates	-
40-248-000-021	Townes at Chester Springs	4,521.07
40-248-000-022	Eagle Village Parking	-
40-248-000-023	Fish Eye	16,746.24
40-248-000-024	Jankowski	-
40-248-000-025	Eagleview Lot 1C	2,973.36
40-248-000-026	Lot 1B Maintenance Area	4,699.60
40-248-000-027	122 Oscar Way	(940.03)
40-248-000-028	Commercial 5C	928.73
40-248-000-030	Profound Technologies	2,061.82
40-248-000-031	Windsor Baptist Church	(1,027.34)
40-248-000-032	Eagle Village Parking Expansion	-
40-248-000-033	Chester Springs Crossing	2,268.54
40-248-000-034	Starbucks @ Eaglepoint Village	-
40-248-000-035	The Preserve at Marsh Creek SD	(7,983.25)
40-248-000-036	McKee Toll Traffic Impact Fee	63.75
40-248-000-500	Gunner Properties Performance	-
40-248-000-038	Enclave at Chester Springs	3,800.40
40-248-000-039	164 Byers Rd QBD	3,519.29

**Upper Uwchlan Township  
Developers Escrow Fund  
Balance Sheet  
As of March 31, 2022**

40-248-000-040	Aurora Greenridge	-
40-248-000-041	Aurora Greenridge	-
40-248-000-042	DeWees 363 Byers Road	-
40-248-000-043	Black Horse Farm	(95.23)
40-248-000-044	Aecom Technology	1,000.17
40-248-000-045	11 Senn Drive Parking	3,487.72
40-248-000-046	Byers Station Parcel 5C Lot 2B	5,000.12
40-248-001-032	Gunner Parking Exp Construction	-
40-248-001-035	The Preserve at Marsh Creek Sewer	40,927.09
40-248-001-038	Enclave at Chester Springs site	41,957.24
		<hr/>
	Total Other Current Liabilities	125,288.01
40-258-000-000	Accrued Expenses	-
	<b>Total Liabilities</b>	<b>\$ 125,288.01</b>
Equity		
40-279-000-000	Opening Balance Equity	-
	Current Period Net Income (Loss)	<hr/> 0.00
	Total Equity	<hr/> 0.00
	<b>Total Fund Balance</b>	<b>\$ 0.00</b>
	<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 125,288.01</b>

**Upper Uwchlan Township**  
**Developers Escrow Fund**  
**Statement of Revenues and Expenditures**  
**For the Period Ended March 31, 2022**

GL Account #	Account Description	2022 YTD Actual	2022 Budget	Over (Under) Budget	Actual as % of Budget
40-341-000-000	Interest Income	\$ 3.53	\$ -	\$ 3.53	-
40-341-000-010	Interest Income - allocated to Developers	(3.53)	-	(3.53)	-
40-392-000-100	Transfer from General Fund	-	-	-	-
		<b>Total Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>
40-400-000-461	Bank Fees	-	-	-	-
		<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Excess of Revenues over Expenditures</b>	<b>\$ 0.00</b>	<b>\$ -</b>	<b>\$ 0.00</b>	<b>-</b>



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***ENGINEER'S REPORT – UPPER UWCHLAN TOWNSHIP***

---

**Date:** April 13, 2022

**To:** Tony Scheivert - Township Manager  
Board of Supervisors

**From:** David Leh, P.E.

---

The following is an overview of engineering activities for the previous month:

**Byers Station (Lot 6C)- Vantage Point** – Vantage Point has submitted final plans for review for recording as well as construction costs for the establishment of escrow.

**Shryock Lot Line Change Plan** - A lot line change plan has been submitted by Natural Lands Trust which proposes transferring the land upon which a section of the trail is proposed to be constructed from Shryock Brothers, Inc. to the State. The plan was accepted by the Planning Commission for formal review at their April 14<sup>th</sup> meeting. The application will also require zoning relief for lot width and building setback. The applicant will be before the zoning hearing board on April 13<sup>th</sup> to request this relief.

Construction continues at the following developments with no significant issues:

- Byers Station (Parcel 5C) Lot 2A (The Enclave)
- Chester Springs Crossing
- Eagleview (Lot 1C)
- Preserve at Marsh Creek
- Windsor Baptist Church



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## **DEVELOPMENT UPDATE – UPPER UWCHLAN TOWNSHIP**

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**Date:** April 13, 2022

**To:** Board of Supervisors

**From:** David Leh, P.E.

---

**11 Senn Drive (S&T Realty Holdings) - Parking Expansion** - The Applicant is proposing to construct an approximately 20,000 SF gravel parking area which will be used for the storage of vehicles as well as materials for a landscaping business. The Board granted Preliminary / Final Approval to the project at their March 21, 2022 meeting.

**260 Moore Road** – The applicant has submitted a Conditional Use Application for adaptive reuse of an existing barn on this property to a facility which will contain office space and a coffee shop. The project was reviewed by the Planning Commission and consultants. A staff meeting was held with the Applicant on October 19<sup>th</sup> to discuss the project in general, as well as the consultants' comments. The Applicant has issued an extension for the holding of their Conditional Use Hearing while they further consider their proposal. There has been no new activity on this project.

**Byers Station (Parcel 5C – Lot 1)- [Villages at Chester Springs]** - Home construction is now complete.

**Byers Station (Parcel 5C – Lot 2A)- [Enclave at Chester Springs]** – This is the 55 Unit Townhouse development being constructed by Toll on Lot 2A of Byers Station. Paving for the entire road network has been completed. Grading plans for 51 of the proposed homes have been received.

**Byers Station (Parcel 5C – Lot 2B)- [Commercial]** – An Amended PRD Application has been submitted for the undeveloped commercial portion of the site. The plan proposes a 10,500 SF daycare facility, an 1,820 SF freestanding eating and drinking establishment, and 13,200 SF of additional retail space. The plan will be reviewed by the consultants most likely for the Planning Commission's May 12<sup>th</sup> meeting.

**Byers Station (Lot 6C)- Vantage Point** – The Applicant has received Final PRD Approval at the Board of Supervisors April 20<sup>th</sup>, 2020, meeting for a 36,171 SF, 3 story retirement facility. The applicant has now submitted final plans for review for recording.

Reference: Development Update

File No. 22-01080  
April 13, 2022

**Chester Springs Crossing (aka- Jankowski Tract) -** The Board granted Preliminary / Final Land Development Approval for this 55-home development at their October 15<sup>th</sup>, 2018 meeting. The project is substantially complete, with homes having been constructed. Toll Brothers is currently in the process of converting the stormwater management basins to their final configuration.

**Eagleview Lot 1C-** This project proposes a 113,000 SF Flex Office building. The Board granted Final Land Development Approval at their November 19<sup>th</sup>, 2018, meeting. Site and building construction had been paused due to loss of tenant but has now once again commenced.

**Greenridge Road (Toll) –** Toll Brothers has submitted a conditional use application for a 64-unit single family home development which would be located adjacent to the Stonehedge Development. Revised plans have been received and reviewed by the consultants. The Planning Commission recommended approval of the application, with conditions, at their January 13<sup>th</sup>, 2022 meeting. The 4<sup>th</sup> session of the Conditional Use Hearing was held on March 29<sup>th</sup>, 2022 with subsequent hearings scheduled for May 9<sup>th</sup>, 2022 and May 23<sup>rd</sup>, 2022.

**Preserve at Marsh Creek (Fetters Property) -** The Board granted Final Land Development Approval at their October 16<sup>th</sup>, 2017 meeting. Site construction continues in all 3 phases. (i.e.- The remainder of the development) Initial construction has now commenced. we have received permits applications for 145 building units to date.

**QBD Ventures –** This project proposes a two-story 4,400 SF office building on an existing residential parcel along Byers Road just east of Graphite Mine Road. The Board granted Preliminary / Final Approval to the plan at their August 16<sup>th</sup>, 2010. The Applicant has now submitted an updated plan for re-approval. The plans were reviewed by the Planning Commission at their March 11<sup>th</sup>, 2021 meeting; however, no action was taken. The Applicant is currently working with Pa-DOT to modify their driveway to better align with the proposed driveway for Vantage Point. (Lot 6C)

**Struble Trail Extension –** Chester County has submitted an application to reopen the Conditional Use Hearing as well as land development plans to allow for the continuance of the trail from where it currently terminates to a point on the west side of Dorlan Mill Road. The Planning Commission reviewed the application at their June 13<sup>th</sup>, 2019 and July 11<sup>th</sup>, 2019 meetings and recommended Conditional Use Approval as well as Preliminary Land Development approval. The conditional use hearing has now been tentatively scheduled for May 16<sup>th</sup>, 2022. In addition, a lot line change plan has been submitted by Natural Lands Trust which proposes transferring the land upon

Reference: Development Update

File No. 22-01080

April 13, 2022

which a section of the trail is proposed to be constructed from Shryock Brothers, Inc. to the State. The plan was accepted by the Planning Commission for formal review at their April 14<sup>th</sup> meeting. The application will also require zoning relief for lot width and building setback. The applicant will be before the zoning hearing board on April 13th to request this relief.

**Windsor Baptist Church** - The Board granted the Conditional Use at their September 16<sup>th</sup>, 2019 meeting and Final Land Development Approval at their December 21<sup>st</sup>, 2020 meeting for an approximately 8,664 SF school building addition on the church's property. Construction continues on this project.



## UPPER UWCHLAN TOWNSHIP

### MEMORANDUM

#### ADMINISTRATION

**TO:** The Board of Supervisors

**FROM:** Kathi McGrath *Kathi McGrath*  
Administrative Assistant

**RE:** Building/Codes Department Activity Report

**DATE:** April 11, 2022

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Attached, please find the Building Department Activity Report for the month of March, 2022.

Attachments:  
Activity Report

/km

UPPER UWCHLAN TOWNSHIP  
Permit Analysis  
2019-2022

2019				2020				2021				2022				
	# of Permits	Fees	YTD Permits	# of Permits	Fees	YTD Permits	YTD Fees	# of Permits	Fees	YTD Permits	YTD Fees	# of Permits	Fees	YTD Permits	YTD Fees	
Jan	30	\$17,025.46	30	\$17,025.46	51	\$98,596.00	51	\$98,596.00	94	\$ 87,742.42	94	\$ 87,742.42	83	\$ 88,198.96	83	\$ 88,198.96
Feb	67	\$19,320.64	97	\$36,346.10	44	\$43,487.50	95	\$142,083.50	67	\$ 38,565.98	161	\$ 126,308.40	39	\$ 25,249.00	122	\$ 113,447.96
Mar	57	\$ 36,767.22	154	\$ 73,113.32	53	\$ 54,586.50	148	\$ 196,670.00	86	\$ 44,724.50	247	\$ 171,032.90	77	\$ 52,822.55	199	\$ 166,270.51
Apr	66	\$ 52,342.10	220	\$ 125,455.42	28	\$ 4,846.10	176	\$ 201,516.10	88	\$ 79,069.01	335	\$ 250,101.91				
May	50	\$ 40,216.60	270	\$ 165,672.02	49	\$ 59,079.84	225	\$ 260,595.94	75	\$ 44,389.44	410	\$ 294,491.35				
Jun	70	\$ 43,304.22	340	\$ 208,976.24	86	\$ 55,369.16	311	\$ 315,965.10	89	\$ 77,793.00	499	\$ 372,284.35				
Jul	58	\$ 37,320.76	398	\$ 246,297.00	69	\$ 39,866.44	380	\$ 355,831.54	99	\$ 131,055.84	598	\$ 503,340.19				
Aug	67	\$ 90,670.34	465	\$ 336,967.34	76	\$ 78,302.64	456	\$ 434,134.18	78	\$ 32,545.19	676	\$ 535,885.38				
Sept	61	\$ 13,393.00	522	\$ 350,360.34	130	\$ 87,003.98	586	\$ 521,138.16	78	\$ 36,528.88	754	\$ 572,414.26				
Oct	48	\$ 42,928.52	570	\$ 393,288.86	73	\$ 222,281.54	663	\$ 743,419.70	72	\$ 40,825.00	826	\$ 613,239.26				
Nov	36	\$ 10,623.00	606	\$ 403,911.86	71	\$ 21,378.92	734	\$ 764,798.62	58	\$ 41,691.42	884	\$ 654,930.68				
Dec	31	\$ 14,788.00	637	\$ 418,699.86	59	\$ 27,730.94	793	\$ 792,529.56	62	\$ 68,824.63	946	\$ 723,755.31				



## MARCH 2022 REPORT UPPER UWCHLAN TOWNSHIP PUBLIC WORKS DEPARTMENT

The following projects were underway since we last met:

### Ongoing:

- Aside from regular routine maintenance, the following work orders were submitted last month.

Tracking of work orders through Traisr: 148

- Municipal Authority & PA 1-calls
  - 57 Work orders completed
- Public Works
  - 40 Work orders completed
- Parks
  - 6 Work orders completed
- Solid Waste
  - 30 Work orders completed
- Vehicles and Equipment (All Depts.)
  - 15 Work orders completed
- Received salt deliveries and mixed some with anti-skid material
- Cleaned salt trucks after every event
- Tried patching the dump body T-3
- Fixed potholes on Graphite Mine and others
- Used Vac Truck on various inlets throughout the Township

- Tree trimming for sight distance at intersections
- Replaced necessary signage on roadways resurfaced last year
- Worked on clearing trees and brush at 520 Milford property. Planted new trees with a contractor
- Called once for a tree on the road.
- Made and distributed brine
- Called in 5 times for snow or ice removal
- Cleaned and reorganized Route 100 Sewer Plant
- Prepared all Landscaping equipment for start of season
- Took delivery of new sewer camera and set it up for first use
- Cleaned and retired the Brine maker for the season
- Worked at Upland Farm on various projects
- Began preparing Parks for Spring happenings
- Called and setup summer help for Parks Dept.
- Replaced dead trees at 520 Milford Property
- Added trees to Upland Farm
- Cleaned and organized Parts rooms at Route 100 Sewer Plant
- Showed Bradley around the Township
- Sign replacements at various locations
- Refilled hand sanitizer stations and cleaned all Parks.
- Cleared inlets on multiple roadways throughout the Township.
- Toter swaps and deliveries were done as requested.
- Serviced Police vehicles

- Preventive maintenance, repairs, and Pa State Inspections
- PA 1-Calls were responded to as they came in.

**Bids:**

- None

**Road Dedications:**

- None

**Workforce**

- The Public Works crew completed various safety classes and policy review testing through the Power DMS system, LTAP, and DVIT.

Respectfully submitted,

**Michael G. Heckman  
Director of Public Works  
Upper Uwchlan Township**



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

**TO:** Board of Supervisors

**FROM:** Tony Scheivert  
Township Manager

**RE:** Natural Lands - Shryock Brothers Inc. – Lot Line Change Plan

**DATE:** April 15, 2022

---

The Board is requested to review the land development plan for the above referenced project and if possible, grant **Minor Subdivision Plan Approval.**

The application is a simple lot line adjustment of a common lot line between the adjacent lands of Shryock Brothers Inc. and the Commonwealth of PA. A summary of the existing and proposed lots is as follows:

<u>Parcel</u>	<u>Current Lot Areas</u>	<u>Proposed Lot Areas</u>
Shryock Brothers	6.15 Acres	3.45 Acres
Commonwealth of PA	16.4 Acres*	19.1 Acres *

The following waivers have also been requested:

- Section 162-9.B(2)(b)[10] - To not require site information be provided within 100 feet of the property.
- Section 162-9.D. – To not require a Site Analysis and Impact Plan be provided.
- Section 162-9.E. – To not require a Conservation Plan be provided.
- Section 162-9.H. – To not require a Site Impact Statement be provided.
- Section 162-28.D. & 162-28.E. – To not require providing the 50' Ultimate Right of Way and dedication to the Township. McMahon has recommended the waiver not be granted and the ROW be provided at this time.

In addition, the Applicant was before the Zoning Hearing Board on April 13, 2022 to request variances related to lot area, width and building setback. The Zoning Hearing Board granted the requested relief.

The Planning Commission reviewed the plan at their April 14, 2022 meeting. They passed a motion to recommend approval of the plan, grant the waivers, and require the Applicant to construct an historical marker on the site of the house, working with the Historical Commission for content and design.

Attachments:

Lot Line Change Plan, last revised March 2, 2021  
Gilmore's Review Letter dated April 6, 2022  
Zoning Hearing Board letter dated April 14, 2022  
Buckley Brion McGuire & Morris letter dated April 14, 2022



## UPPER UWCHLAN TOWNSHIP MOTION

The Board of Supervisors of Upper Uwchlan Township at their April 18, 2022 meeting hereby grant **Minor Subdivision Plan Approval** of a plan titled "Lands N/L Shryock Brothers Inc." prepared by Bursich Associates, Inc. dated September 3, 2020, and last revised March 2, 2021.

The following conditions accompany the approval:

1. The plans shall be revised to comply with Gilmore & Associates, Inc. review letter dated April 6, 2022.
2. A waiver is hereby granted from SALDO Section 162-9.B(2)(b)[10] requiring site information be provided within 100 feet of the property.
3. A waiver is hereby granted from SALDO Section 162-9.D. to not require a Site Analysis and Impact Plan be provided.
4. A waiver is hereby granted from SALDO Section 162-9.E to not require a Conservation Plan be provided.
5. A waiver is hereby granted from SALDO Section 62-9.H. to not require a Site Impact Statement be provided.
6. A waiver is hereby granted from SALDO Section 162-28.D. & 162-28.E. to not require providing the 50' Ultimate Right of Way and dedication to the Township.
7. Applicant shall construct an historical marker on the site of the house, working with the Historical Commission for content and design.



## SUBDIVISION / LAND DEVELOPMENT APPLICATION

Preliminary Submittal

Final Submittal

The undersigned hereby applies for review of the Plan submitted herewith and described below:

1. Name of Subdivision / Development: Lands N/L Shryock Brothers Inc
2. Plan Dated: 10.02.2020 County Deed Book/Page No. DB 6537 PG 85
3. Name of property owner(s): Shryock Brothers, Inc.  
  
Address: 256 Eagleview Blvd, Suite 506  
State/Zip: Exton, PA 19341 Phone No.: 610-458-9440  
Email: lindabordmanshelton@comcast.net
4. Name of Applicant (If other than owner):  
Natural lands Trust DBA Natural Lands  
  
Address: 1031 Palmers Mill Rd  
State/Zip: Media, PA 19063 Phone No.: 484-368-9961  
Email: jstefferud@natlands.org
5. Applicant's interest (If other than owner):  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Engineer, Architect, Surveyor, or Landscape Architect responsible for Plan.  
Bursich Associates  
  
Address: 2129 East High Street, Pottstown  
State/Zip: PA 19464 Phone No.: 610-323-4040  
Email: Nick.feola@bursich.com
7. Total acreage: 6.15 Number of Lots: 2
8. Acreage of adjoining land in same ownership: (If any) none
9. Describe Type of Development Planned: lot line change, no construction  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. This Application shall be accompanied by: the Application Fee as listed below, an aerial image of the property, and the quantity of plans/supporting information as detailed in the Township Code §162-8.B.(1)(b) and/or §162-8.C.(1)(d).  
[One-half of the required plan submissions may be of a reduced size, i.e. 11 x 17]

11. List all subdivision and zoning standards or requirements which have not been met and for which a waiver or change is requested.

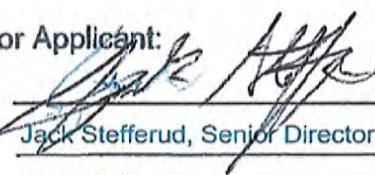
Waivers requested 162-9.D and 162-9.F, and 162-9.H (no construction proposed)

Waivers requested 162 - 28.D and 162-258 E (no development proposed)

---

12. The Applicant or his/her agent shall enter into a Subdivision / Land Development Review Escrow Agreement (attached) and place into escrow with the Township at the time of application an amount estimated by the Township to cover all costs of engineering and professional planning reviews (not including County application fee), legal services and other professional services used by the Township in connection with the application.

Signature of Property Owner or Applicant:



By: Jack Stefferud, Senior Director of Land protection

Date: 1/11/2022

\*Development subject to ACT 209 Impact Fee.

\*Park & Recreation Fee per residence is levied. Contact Township Offices to determine amount.

### **SUBDIVISION / LAND DEVELOPMENT APPLICATION FEE**

1-2 Lots ..... **\$250**

3-5 Lots ..... **\$500**

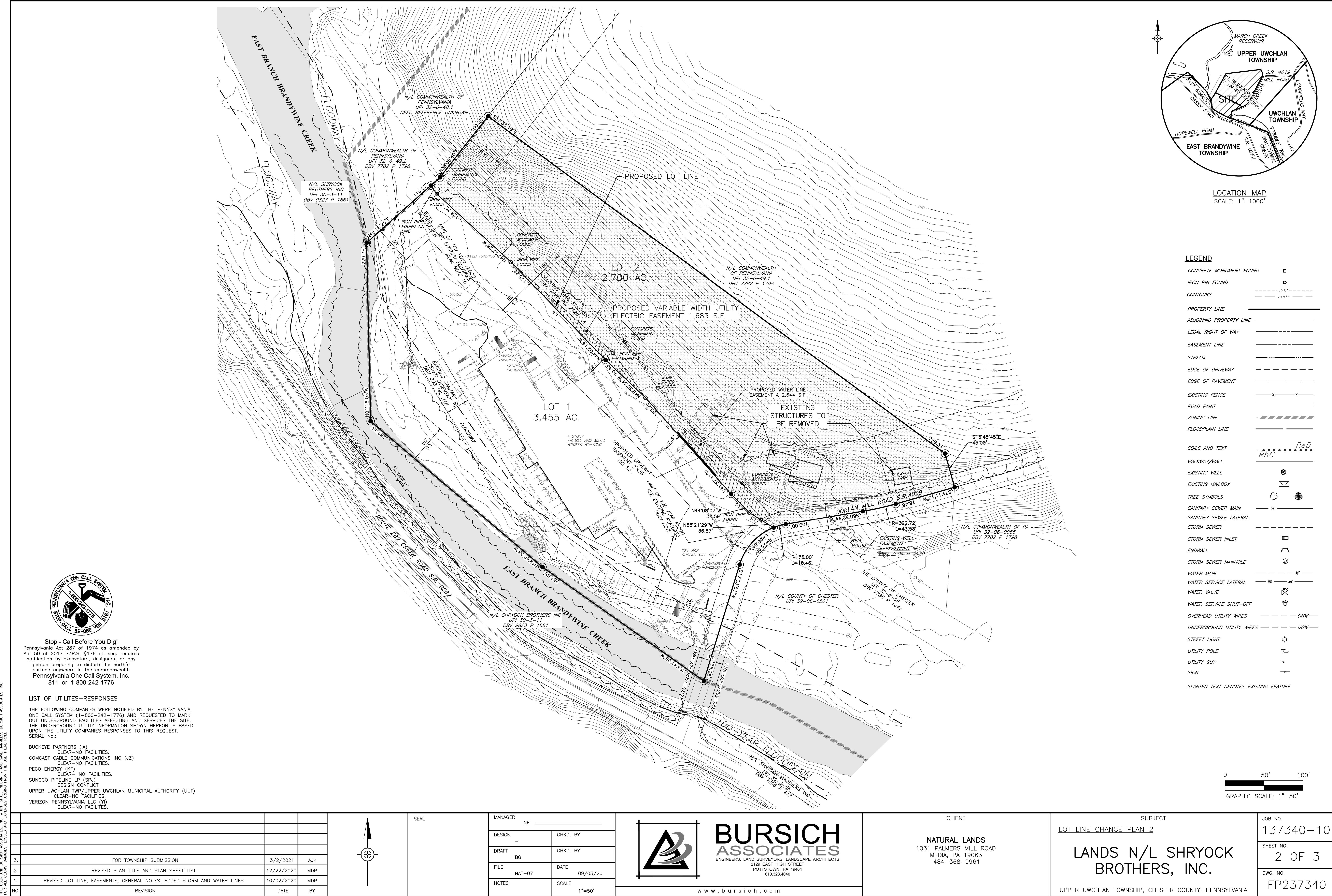
Plus \$25 for each Lot over 3

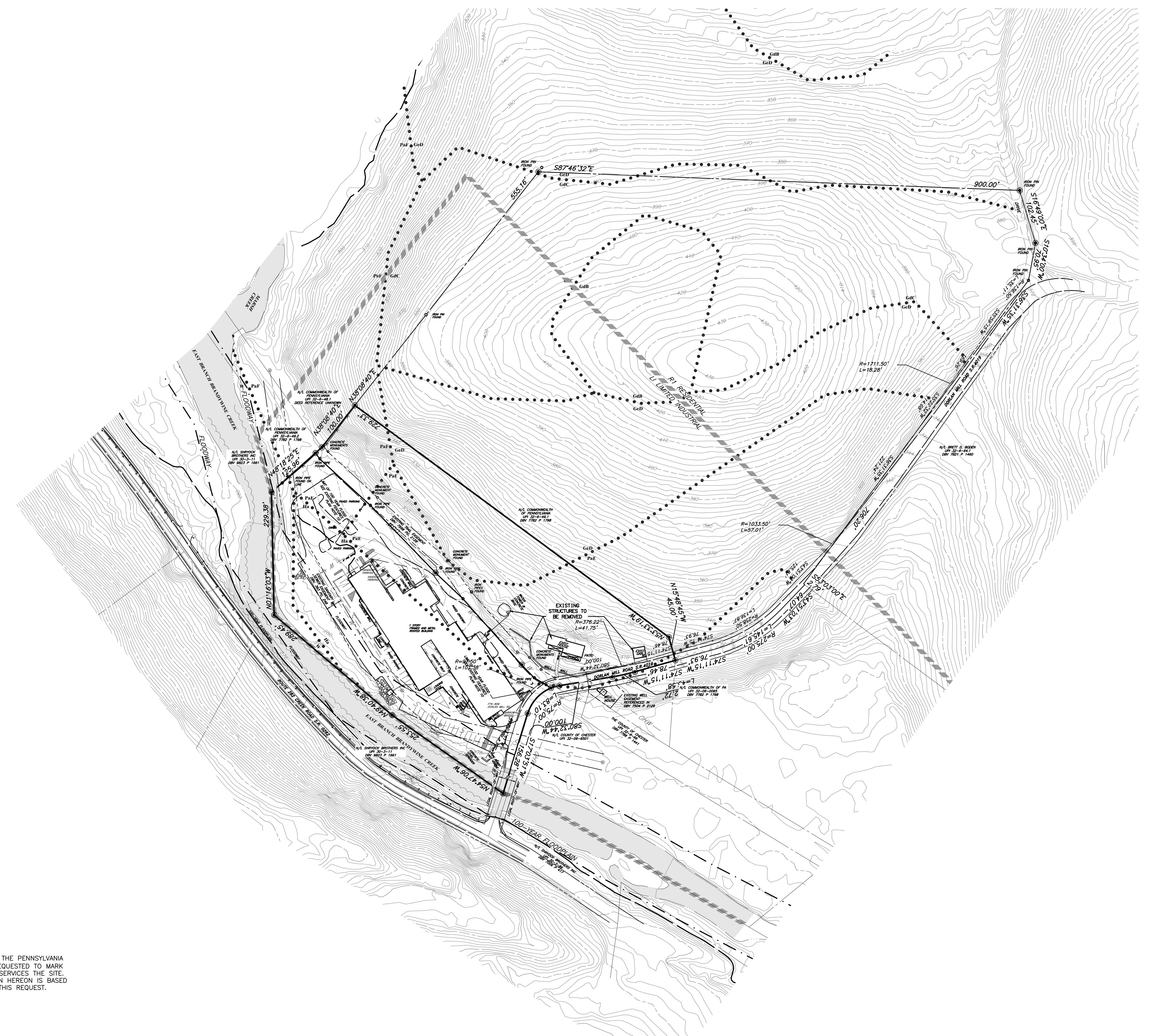
Over 5 Lots ..... **\$1000**

Plus \$50 for each Lot over 5

Form revised January 2015







**Stop - Call Before You Dig!**  
Pennsylvania Act 287 of 1974 as amended by  
Act 50 of 2017 73P.S. §176 et. seq. requires  
notification by excavators, designers, or any  
person preparing to disturb the earth's  
surface anywhere in the commonwealth  
**Pennsylvania One Call System, Inc.**  
811 or 1-800-242-1776

## LIST OF UTILITES-RESPONSES

THE FOLLOWING COMPANIES WERE NOTIFIED BY THE PENNSYLVANIA  
ONE CALL SYSTEM (1-800-242-1776) AND REQUESTED TO MARK  
OUT UNDERGROUND FACILITIES AFFECTING AND SERVICES THE SITE.  
THE UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED  
UPON THE UTILITY COMPANIES RESPONSES TO THIS REQUEST.  
SERIAL No.:

BUCKEYE PARTNERS (IA)  
CLEAR-NO FACILITIES.  
COMCAST CABLE COMMUNICATIONS INC (JZ)  
CLEAR-NO FACILITIES.  
PECO ENERGY (KF)  
CLEAR- NO FACILITIES.  
SUNOCO PIPELINE LP (SPJ)  
DESIGN CONFLICT  
UPPER UWCHLAN TWP/UPPER UWCHLAN MUNICIPAL AUTHORITY (UUT)  
CLEAR-NO FACILITIES.  
VERIZON PENNSYLVANIA LLC (YI)  
CLEAR-NO FACILITES.

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ALL REPORTS, DOCUMENTS, SPECIFICATIONS, COMPUTER FILES, FIELD DATA, NOTES AND OTHER DOCUMENTS AND  
INSTRUMENTS PREPARED BY BURSICH ASSOCIATES, INC. AS INSTRUMENTS OF SERVICE SHALL RETAIN THE PROPERTY  
OF BURSICH ASSOCIATES, INC. AND THEREFORE SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED  
RIGHTS, INCLUDING THE COPYRIGHT THERETO. ANY USE, REUSE OR MODIFICATION/ALTERATION AND REPRODUCTION  
WITHOUT THE EXPRESS WRITTEN CONSENT OF BURSICH ASSOCIATES, INC. IS STRICTLY PROHIBITED. ANY USE, REUSE  
OR MODIFICATION/ALTERATION BY ANYONE WITHOUT WRITTEN CONSENT SHALL BE DEEMED AN AGREEMENT BETWEEN  
THE USER AND BURSICH ASSOCIATES, INC. WHICH SHALL INDEMNIFY AND SAVE HARMLESS BURSICH ASSOCIATES, INC.  
FOR ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING FROM THE USE THEREFROM.

THE FOLLOWING COMPANIES WERE NOTIFIED BY THE PENNSYLVANIA  
ONE CALL SYSTEM (1-800-242-1776) AND REQUESTED TO MARK  
OUT UNDERGROUND FACILITIES AFFECTING AND SERVICES THE SITE.  
THE UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED  
UPON THE UTILITY COMPANIES RESPONSES TO THIS REQUEST.  
SERIAL No.:  
  
BUCKEYE PARTNERS (IA)  
CLEAR-NO FACILITIES.  
COMCAST CABLE COMMUNICATIONS INC (JZ)  
CLEAR-NO FACILITIES.  
PECO ENERGY (KF)  
CLEAR- NO FACILITIES.  
SUNOCO PIPELINE LP (SPJ)  
DESIGN CONFLICT  
UPPER UWCHLAN TWP/UPPER UWCHLAN MUNICIPAL AUTHORITY (UUT)  
CLEAR-NO FACILITIES.  
VERIZON PENNSYLVANIA LLC (YI)  
CLEAR-NO FACILITES.

3.	FOR TOWNSHIP SUBMISSION
2.	REVISED PLAN TITLE AND PLAN SHEET LIST
1.	REVISED LOT LINE, EASEMENTS, GENERAL NOTES, ADDED STORM
NO.	REVISION

# BURSICH ASSOCIATES

ENGINEERS, LAND SURVEYORS, LANDSCAPE ARCHITECTS  
2129 EAST HIGH STREET  
POTTSTOWN, PA 19464  
610.323.4040

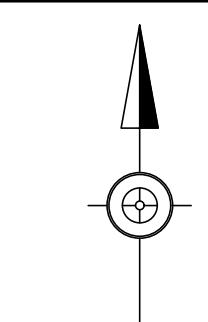
CLIENT

SUBJECT

S LEGEND

- CALIFON LOAM, 0 TO 3 PERCENT SLOPES
- GLADSTONE GRAVELLY LOAM, 3 TO 8 PERCENT SLOPES
- GLADSTONE GRAVELLY LOAM, 8 TO 15 PERCENT SLOPES
- GLADSTONE-PARKER GRAVELLY LOAMS, 15 TO 25 SLOPES
- GLADSTONE GRAVELLY LOAM, 25 TO 50 PERCENT SLOPES, VERY BOULDER
- HATBORO SILT LOAM
- PARKER GRAVELLY LOAM, 25 TO 35 PERCENT SLOPES
- PARKER GRAVELLY LOAM, 35 TO 60 PERCENT SLOPES
- WATER

3 NO.  
37340-10  
EET NO.  
3 OF 3  
G. NO.  
EC137340



SEAL	MANAGER NF	
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	NOTES	SCALE

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# THE COUNTY OF CHESTER



## COMMISSIONERS

Marian D. Moskowitz  
Josh Maxwell  
Michelle Kichline  
  
Brian N. O'Leary, AICP  
Executive Director

## PLANNING COMMISSION

Government Services Center, Suite 270  
601 Westtown Road  
P. O. Box 2747  
West Chester, PA 19380-0990  
(610) 344-6285      Fax (610) 344-6515

March 22, 2022

Shanna P. Lodge, Acting Township Manager  
Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, PA 19425

Re:      Preliminary Subdivision - Lands N/L Shryock Brothers, Inc.  
#      Upper Uwchlan Township - SD-02-22-17113

Dear Ms. Lodge:

A preliminary subdivision plan entitled "Lands N/L Shryock Brothers, Inc.", prepared by Bursich Associates, Inc., dated September 3, 2020 and revised March 2, 2021, was received by this office on March 2, 2022. This plan is reviewed by the Chester County Planning Commission in accord with the provisions of Section 502 of the Pennsylvania Municipalities Planning Code. We offer the following comments on the proposed subdivision for your consideration.

## **PROJECT SUMMARY:**

Location:	Northwest side of Dorlan Mill Road
Site Acreage:	6.15 acres
Lots:	2 lots
Proposed Land Use:	Industrial
Municipal Land Use Plan Designation:	Rural/Site Responsive
UPI#:	32-6-49

## **PROPOSAL:**

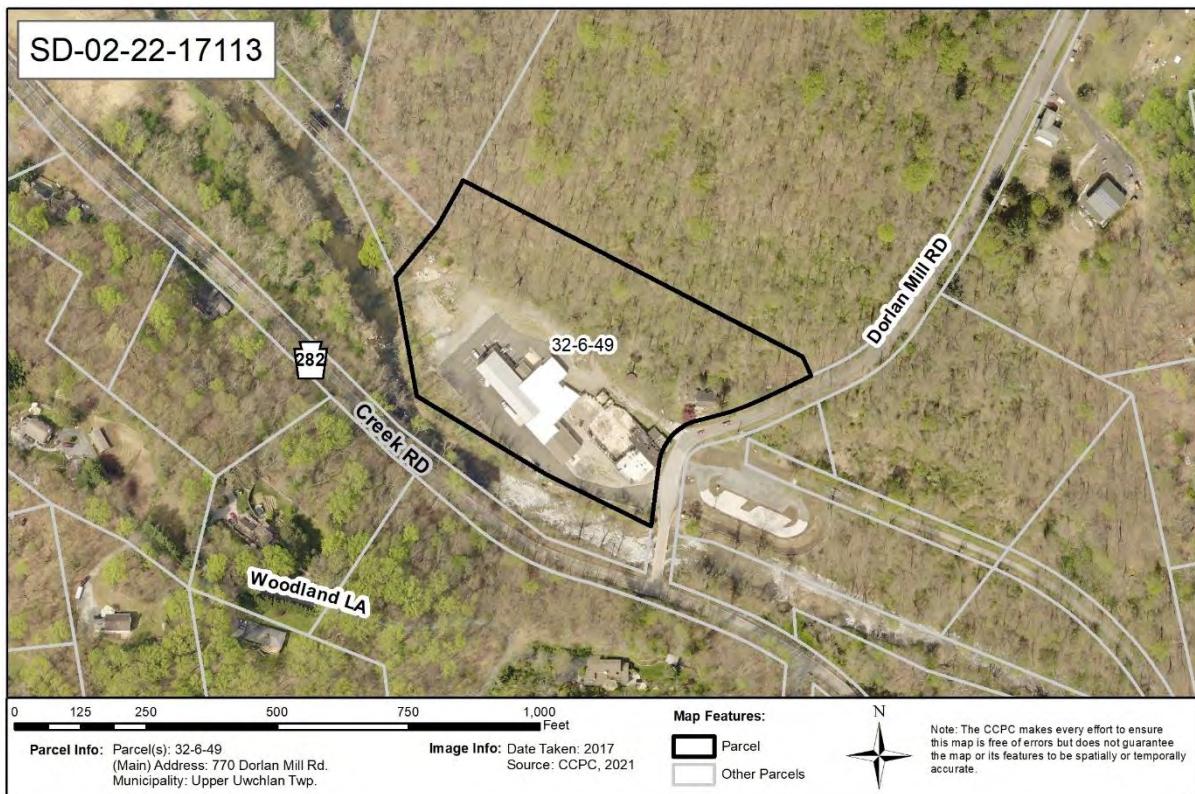
The applicant proposes the creation of two lots; one of which is to be merged with a parcel owned by the Commonwealth of Pennsylvania. The parcel to be merged will not require any water or sewer facilities, and is located in the Upper Uwchlan Township LI Limited Industrial zoning district. The tract contains an industrial facility and a dwelling that is proposed for removal, and no additional development is proposed by this subdivision.

**RECOMMENDATION:** The County Planning Commission recommends that the issues raised in this letter should be addressed and all Upper Uwchlan Township issues should be resolved before action is taken on this land development plan.

**COUNTY POLICY:**

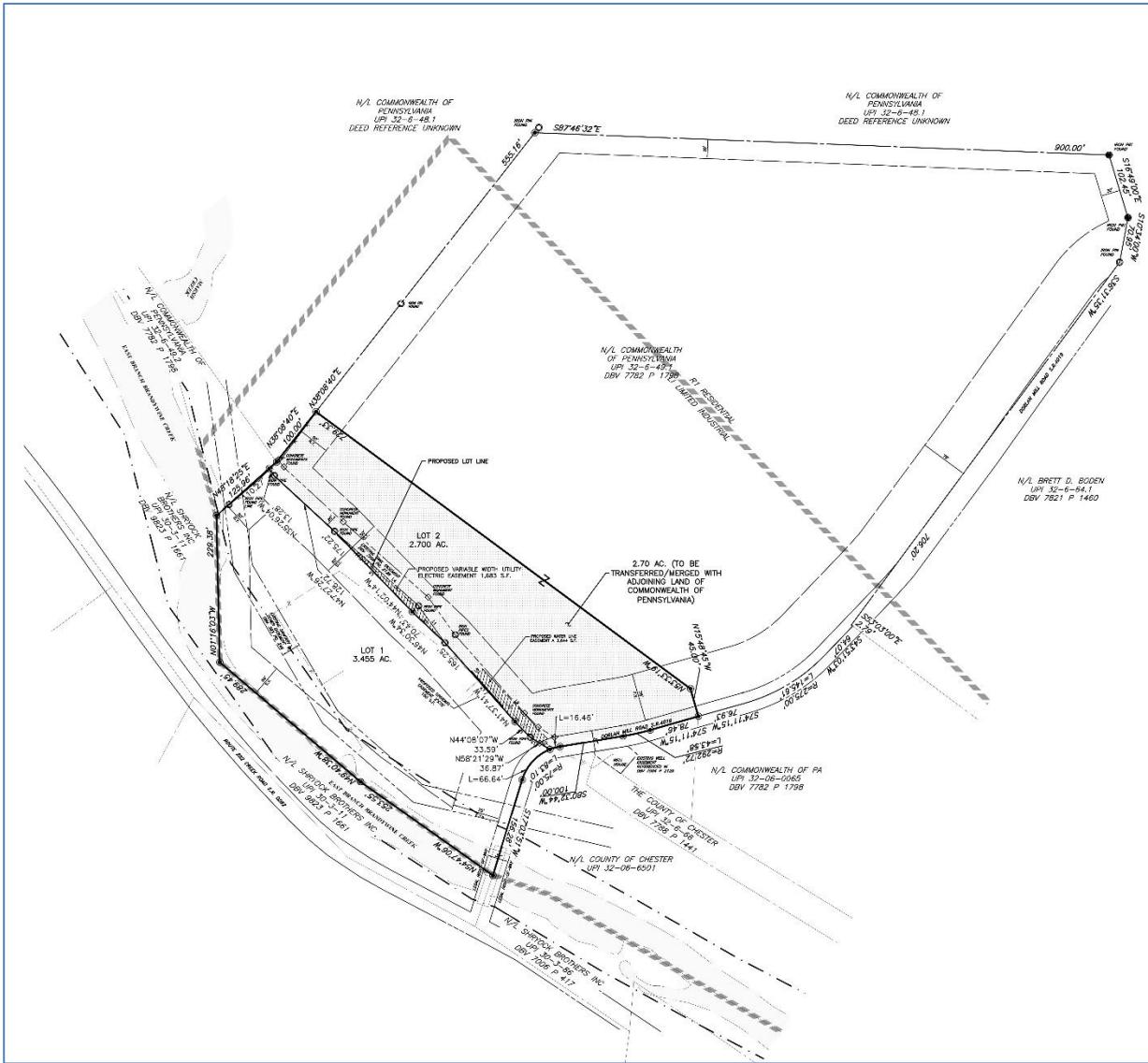
**LANDSCAPES:**

1. The site is located within the **Rural Landscape** designation of [Landscapes3](#), the 2018 County Comprehensive Plan. The vision for the **Rural Landscape** is the preservation of significant areas of open space, critical natural areas, and cultural resources with a limited amount of context sensitive development permitted to accommodate residential and farm needs. The proposed subdivision is consistent with the objectives of the **Rural Landscape**.



**PRIMARY ISSUES:**

2. Public trail, electric line and water line easements cross the site. The applicant should provide documentation that the owners of the easements are aware that a plan is proposed for the site, and approve of its design as it relates to the easements. The deeds to the affected lots should reflect the terms of the easements.
3. The plan indicates that it was revised on revised March 2, 2021. The applicant should verify that date.



***Detail of Lands N/L Shryock Brothers, Inc.  
Preliminary Subdivision Plan***

**ADMINISTRATIVE ISSUES:**

4. A minimum of five copies of the plan should be presented at the Chester County Planning Commission for endorsement to permit recording of the final plan in accord with the procedures of Act 247, the Pennsylvania Municipalities Planning Code, and to meet the requirements of the Recorder of Deeds, the Assessment Office, and the Health Department.

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Re: Preliminary Subdivision - Lands N/L Shryock Brothers, Inc.

# Upper Uwchlan Township - SD-02-22-17113

This report does not review the plan for compliance to all aspects of your ordinance, as this is more appropriately done by agents of Upper Uwchlan Township. However, we appreciate the opportunity to review and comment on this plan. The staff of the Chester County Planning Commission is available to you to discuss this and other matters in more detail.

Sincerely,

A handwritten signature in black ink that reads "Wes Bruckno". The signature is fluid and cursive, with "Wes" on the left and "Bruckno" on the right.

Wes Bruckno, AICP  
Senior Review Planner

cc: Bursich Associates, Inc.  
Natural Lands Trust  
Shryock Brothers, NLT  
Chester County Department of Parks+Preservation

# **Upper Uwchlan Township Historical Commission**

**Dorlans Mill and Natural Lands Trust Land Development Plan  
Updated Background and Draft Motions**

**March 28, 2022 Meeting – Prepared by Vivian S. McCardell, Chair Historical Commission**

# Background

- Natural Lands Trust (NLT) in process of purchasing 2.7 acres of Dorlans Mill property from Shryock Brothers, Inc. to transfer to Commonwealth of Pennsylvania and extend Struble Trail
- NLT's land development plan proposes change in lot line and proposes removal of Dorlans Mill house, water tower and another structure
- NLT requests various waivers, including waiver of historic resource impact statement
- NLT land development plan also notes iron pipes and pins and concrete monuments found on property

# Background

- Dorlan's Mill house proposed for removal is on Township's Historic Resource Inventory as historic resource #110 and was built in 1849 by miller James Dorlan per date stone
- It appears an earlier miller's house destroyed by fires with only kitchen surviving
- Original mill believed to have been built by John Evans around 1750, but also destroyed by fire
- Property at one time also included ice house and dam
- James Dorlan is prominent Chester County resident who ran paper mill for 50 years before passing it along to his sons. He was also an inventor, served in State Legislature and was son-in-law of John Dowlin
- House and related mill buildings categorized as Class 2 historic resource
- In 2001, house and mill buildings determined by Robert Wise Consulting (now Richard Grubb & Associates) to contribute to potential Dorlan's Mill National Historic District when combined with historic resource #109 on Tamarack Farm, another miller's house, which would make it Class 1 historic resource
- Unfortunately, house currently appears in bad shape

JAMES M. DORLAN.

The United States government, on June 11, 1872, granted by letter-patent, No. 127,858, for an improvement in "Sizeing Paper, now valuable invention, has been of great benefit to the world. It consists of a new and useful ingredient (in compounds or compositions of other ingredients) called bloroids of lime, bleaching-powder, or bleaching-soda, or its equivalent, to be made use of in any suitable quantities, as and for an improvement in creating or forming a porous or water-proof gum size in paper stock and paper pulp for paper pulp-sizing paper of any or all kinds, but more particularly for com-sizing paper stock and paper pulp for making pulp-sized hanging or house-wall and other wall papers of all qualities. Mr. Dorlan was born March 19, 1807, in his county, near Manor meeting-house. He early learned the paper-making trade, beginning in his fourteenth year, and during this time only attended school one month in a year. He served his apprenticeship with Davis & Cooper, and afterwards carried on the mill or Joseph M. Downing, now Gule's mill.

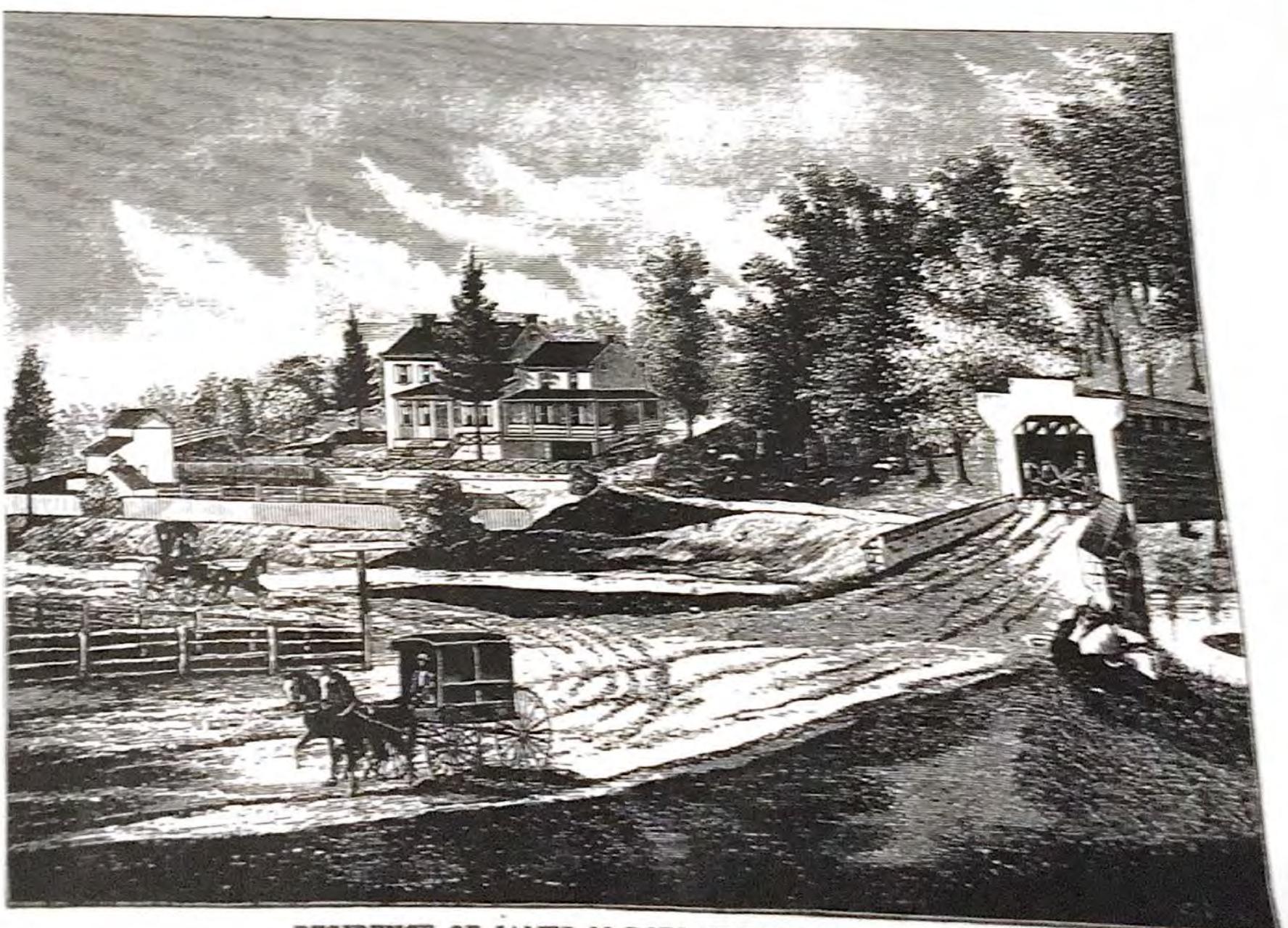
About the year 1832 he purchased a paper-mill on the east branch of the Brandywine, four miles from Downingtown, and now known as Dorlan's mill. When he bought thirty-seven acres of land were



attached, and to this he added nearly two hundred more. This mill, operated successfully by him for about fifty years, found a market for its paper in New York, Philadelphia, and Baltimore. During this time he never was engaged in litigation with his patrons. About fifteen hands were employed to run the mill, which is now operated by his son, Samuel B. He was married in 1823 to Elizabeth Dowlin, to whom were born seven children, the following: Irving, Samuel B., Thomas, John B., James, Esther, Helena, married to Henry L. McConnell, of Philadelphia, and Mary Elizabeth, married to Dr. C. G. Frischler. Mr. Dorlan is of English descent, and was the son of Samuel and Mary (Bent) Dorlan. He started with no capital but his will and industry, and has been eminently successful in the race of life. He was elected justice of the peace, but owing to his extensive business declined to serve.

In 1851 he was elected from Chester County a representative in the Legislature, and served a full term. Is a member of the Presbyterian Church, and is highly respected in the community. His invention and patent to make paper impervious to water, to which he devoted much time and means, has given him celebrity, and made his name widely known.

*James M. Dorlan*



RESIDENCE OF JAMES M. DORLAN, EAST BRANDYWINE



DORIAN'S MILLS WAYNESBURG BRANCH PRR EAST BRANDYWINE.

# Issue: Alternatives to Preserve Dorlan's Mill House?

- SALDO Ordinances and Zoning Ordinance Pulled in by Section 200-108
  - Section 162-44A provides:
    - ▶ Development and design standards apply to all subdivisions and land development and are intended as minimums
    - ▶ If applicant clearly shows to satisfaction of Board because of peculiar physical conditions, literal enforcement would cause undue hardship, variations may be permitted as are reasonable and consistent with purpose and intent and shall represent least change from standard
  - Section 162-55A provides:
    - ▶ Consideration shall be shown for protection of all natural and historic features which if preserved will add attractiveness and value to developed areas
    - ▶ Provisions may be waived or modified if applicant shows to satisfaction of Township that strict adherence will render lot unusable or unsuitable for development or alternative designs achieve similar conservation objectives
  - Section 162-55G provides that historic features and other related points of interest shall be preserved and maintained

# Issue: Alternatives to Preserve Dorlan's Mill House?

- Under SALDO Ordinances (and Zoning Ordinance pulled in by Section 200-108), Dorlan's Mill house is protected historic resource
- Dorlan's Mill house and site is significant historic resource given its association with prominent Chester County resident, James Dorlan, and history of County's paper mills and its recognition in Futhey and Cope's iconic 1881 History of Chester County
- Since house has been neglected and appears to be in bad shape, is it possible to restore house and incorporate into Struble Train complex design through adaptive reuse?
  - Restaurant? Similar to Valley Green in Philadelphia's Fairmount Park?
  - Ice cream/coffee shop?
  - Museum?
  - Rest stop?

# Issue: Alternatives to Preserve Dorlan's Mill House?

- Has structural review been done on house?
- Cost to restore?
- Would grants be available to restore the house and site?
- If not possible to preserve entire house, would it be possible to preserve parts of house? Ruins?
- Placement of signs to interpret site in any event

# Issue: Waiver of Historic Resource Impact Statement Appropriate?

- Unless waived, historic resource impact statement required when any action listed below proposed within 250 feet of historic resource as identified in document entitled “Historic Resources Inventory: Upper Uwchlan Township, Chester County, Pennsylvania (Wise Preservation Planning, 2001).”
  - Actions requiring historic resource impact statement include
    - Subdivision or land development plans which lead to new construction of buildings, structures, roads, driveways, parking area, etc.
    - Subdivision or land development plans which propose adaptive reuse or demolition of historic resources as identified in this chapter
    - General bridge or road construction or substantial repair
    - Other land development, land disturbances, or exterior structural alteration
    - Any conditional use application
    - Any planned residential development application
    - Any special exception or zoning variance request

## **Issue: Waiver of Historic Resource Impact Statement Appropriate?**

- Since Dorlans Mill house is on Township's Historic Resource Inventory as historic resource #110 and NLT proposes its removal/demolition, historic resource impact statement is required, unless waived if determined not applicable
- If all or part of house is to be demolished or adaptively reused historic resource impact statement would appear applicable. Thoughts?

# Draft Motions for March 28, 2022 HC Meeting

## Background:

- Natural Land Trust (NLT) has submitted a conditional use application and land development plan that proposes to remove the Dorlan's Mill house, water tower, garage and stone walls in connection with transferring the site to Chester County to become part of Marsh Creek Park and extend the Struble Trail.
- NLT has also requested for a waiver of the historic resource impact statement required under Township ordinance Section 162-9H(5) that is triggered by subdivision or land development plans that propose adaptive reuse or demolition of certain historic resources and by any conditional use application proposing actions relating to certain historic resources.
- The Dorlan's Mill house and site are significant historic resources on the Township's Historic Resource Inventory associated with prominent Chester County and Township resident, James Dorlan, and associated with the history of Chester County's and the Township's paper mills. The house and site are also recognized in Futhey and Cope's iconic 1881 *History of Chester County* (see excerpts attached).
- The Dorlan's Mill house appears to have fallen into some disrepair over the years.
- The Dorlan's Mill house and site are historic resources protected under Township ordinance Sections 162-44A, 55A and 55G and historic resources that trigger an historic resource impact statement under Township ordinance Section 162-H(5).

## Recommendations:

- Condition approval of NLT's conditional use application and land development plan on NLT taking all actions to preserve the Dorlan's Mill house and other site features and incorporating them into the Marsh Creek/Struble Trail complex, including, but not limited to, the following actions:
  - Conduct study on adaptive reuse as restaurant, ice cream/coffee shop, museum, rest stop, etc.
  - Structural review of house by qualified expert and costs to restore and preserve
  - Determine availability of grants to restore house and site
  - If not possible to preserve entire house, conduct study to determine preservation of parts of house or ruins
  - Place interpretative signs at site
- Do not waive the historic resource impact statement



April 6, 2022

File No. 22-02053T

Mr. Tony Scheivert  
Upper Uwchlan Township Manager  
140 Pottstown Pike  
Chester Springs, PA 19425

Reference:      Lands N/L Shryock Brothers Inc.  
                    Lot Line Change Plan  
                    Upper Uwchlan Township, Chester County, PA

Dear Tony:

Gilmore & Associates, Inc. (G&A) is in receipt of the following document:

- Lot Line Change Plan titled "Lands N/L Shryock Brothers Inc." prepared by Bursich Associates, Inc. dated 09/3/20, last revised 03/02/22.
- Subdivision / Land Development Application Dated January 11, 2022.

G&A, has completed our first review of the above referenced lot line adjustment plan for compliance with the applicable sections of the Township's Zoning Ordinance, Subdivision and Land Development Ordinance, and wish to submit the following comments for your consideration.

## I. OVERVIEW

The proposed project is a simple lot line adjustment of a common lot line between 2 adjacent parcels. The properties are located along Dorlan Mills Road and are located within the LI (Limited Industrial) Zoning District. (A portion of one of the lots is also partially located with the R-2 Zoning District, but not the portion under consideration with this application) The parcels involved are UPI# 32-6-49 and UPI# 32-6-49.1. UPI# 32-6-49 currently contains an existing dwelling, accessory garage, and water tower. All of which are proposed to be removed. The portion of UPI# 32-6-49.1 which is under consideration is not improved. A summary of the existing and proposed lots is as follows:

BUILDING ON A FOUNDATION OF EXCELLENCE

184 W. Main Street | Suite 300 | Trappe, PA 19426  
Phone: 610-489-4949 | Fax: 610-489-8447  
[www.gilmore-assoc.com](http://www.gilmore-assoc.com)

Reference:      Lands N/L Shryock Brothers Inc.  
                    Lot Line Change Plan  
                    Upper Uwchlan Township, Chester County, PA

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<u>Parcel</u>	<u>Current Lot Areas</u>	<u>Proposed Lot Areas</u>
UPI# 32-6-49	6.15 Acres	3.45 Acres
UPI# 32-6-49.1	16.4 Acres*	19.1 Acres *

\* Applicant has not provided an existing lot area for this parcel; area taken from taxmap data.

## **II. ZONING ORDINANCE REVIEW**

1. (V) Section 200-45.A. - The Applicant has indicated they will be seeking a variance from this section due to Lot 2 does not meet the required 3.0-acre lot minimum. As this parcel will be merged with the Commonwealth's existing lot, we do not believe this variance is required.
2. (V) Section 200-45.B. - The Applicant has indicated they will be seeking a variance from this section due both Lots 1 and 2 not meeting the minimum required 300' lot width. As this area will be merged with the Commonwealth's existing lot, we do not believe this variance is required for Lot 2. However, is needed for Lot 1.
3. (V) Section 200-45.C.(2). - The Applicant has indicated they will be seeking a variance from this section for Lot 1 as the resulting lot will not provide for the required side yard setback for the existing building.

## **III. SUBDIVISION & LAND DEVELOPMENT ORDINANCE REVIEW**

1. The applicant has requested several waivers from compliance with the Township's Subdivision and Land Development Ordinances. A waiver request letter should be provided outlining the reasoning for each of the requests.
2. (W) Section 162-9.B(2)(b)[10] - A waiver has been requested from this section which requires site information be provided within 100 feet of the property. We have no objection to this waiver request.

Reference:      Lands N/L Shryock Brothers Inc.  
                    Lot Line Change Plan  
                    Upper Uwchlan Township, Chester County, PA

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3. (W) Section 162-9.D. - A waiver has been requested from requiring a Site Analysis and Impact Plan be provided. As there is no construction associated with this project, other than the demolition of some existing structures, we have no objection to this waiver request.
4. (W) Section 162-9.E. - A waiver has been requested from requiring a Conservation Plan be provided. As there is no construction associated with this project, other than the demolition of some existing structures, we have no objection to this waiver request.
5. (W) Section 162-9.H. – A waiver is being requested from the requirement to provide Impact Statements. As there is no construction associated with this project, other than the demolition of some existing structures, we have no objection to this waiver request relative to the environmental impact statements. We defer to the Township Planning and Historical Commissions as well as the Township Land Planner regarding relief from the Historic Impact Statement.
6. (W) Section 162-28.D. & 162-28.E. - A waiver has been requested to not require providing the 50' Ultimate Right of Way and dedication to the Township. However, no justification has been provided as to the need for the waiver. The Township Traffic Engineer has recommended below the right of way be provided at this time.
7. (W) Section 162-9.C(2)(a)[6] - A waiver has been requested to not require providing cartway geometry information for Krauser Road. As there is no construction associated with this project, we have no objection to this waiver request.

#### **IV. GENERAL COMMENTS**

1. Please provide a legal descriptions for the newly created lots and easements.
2. Please remove the multiple signature lines for the Township Board of Supervisors and Planning Commission signature blocks. Only the Chairperson of each of the bodies is required to sign.

Reference:      Lands N/L Shryock Brothers Inc.  
                    Lot Line Change Plan  
                    Upper Uwchlan Township, Chester County, PA

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**V.      TOWNSHIP TRAFFIC CONSULTANT**  
**MCMAHON ASSOCIATES, INC.**

1. SALDO Section 162-28 – Dorlan Mill Road is classified as a minor collector, and as such, a 25-foot half width ultimate right-of-way should be provided along the site frontage. In addition, the following note should be added to the plans:

“The Record Owner and its successors and assigns in ownership of Tax Parcel 32-6-49 shall convey and dedicate in fee to PennDOT or Upper Uwchlan Township upon demand, at no cost, the land area between the existing legal right-of-way line and the ultimate right-of-way line along Dorlan Mill Road (S.R. 4019) to be used for public road purposes, sidewalks, utilities, and other public purposes.”

2. Based on the Township’s Community Trails Map, the Brandywine Trail is envisioned along this section of Dorlan Mill Road, which is proposed to connect the Struble Trail and Marsh Creek State Park. The location and design of the Brandywine Trail has not been confirmed at this time, and as much as possible this trail will likely be located in the future road right-of-way. However, to the extent there is any chance the trail may be located on this property, we recommend the following note be added to the plan to establish an ongoing willingness for the Township and property owner to work together to advance this trail project in the future trail.

“In order to facilitate the planning, design, and construction of the Township’s planned Brandywine Trail, the property owner will work with the Township to allow access, right-of-way and easements to facilitate this paved trail along the Dorlan Mill Road site frontage in a manner that is safe and reasonable.”

**VI.      TOWNSHIP LAND PLANNER**  
**BRANDYWINE CONCERVANCY**

The Applicant proposes to reconfigure lot lines between two adjacent parcels – one owned by Shryock Brothers Inc. (UPI. 32-6-49) and the other owned by the Commonwealth (UPI. 32-6-49.1). The current Shryock property of 6.15 acres is located within Limited Industrial (LI) Zoning District and improved with a paper mill, unoccupied dwelling, garage, water tower, driveway, and parking areas. The existing use of subject property as a paper mill is permitted by right within said zoning district. Both mill and dwelling (known as millers house) are considered historic structures as defined by the Township. The adjacent property that is a

Reference:      Lands N/L Shryock Brothers Inc.  
                    Lot Line Change Plan  
                    Upper Uwchlan Township, Chester County, PA

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subject to this application is 16.41 acres of open space, which is a part of the Marsh Creek State Park. The applicant proposes to reconfigure the existing lot line between the Shryock property and one owned by the Commonwealth to convey 2.7 acres of land area (noted as Lot 2) from Shryock property, including the millers house, garage, and a water tower, to the adjoining land of the Commonwealth. The proposed lot line is somewhat aligned with the existing trail easement noted on the provided plans. The proposed will result in Shryock property decreasing to 3.455 acres (noted as Lot 1) and becoming nonconforming with minimum lot width and side yard setbacks requirements.

The subdivision plans indicate that the historic millers house, labelled as "existing house" on proposed Lot 2, is to be demolished. Other features to be removed include a water tower and concrete base, retaining wall, and a garage.

The applicant has requested the following waivers from the Upper Uwchlan Township Subdivision and Land Development Ordinance (SLDO) since no development is proposed:

- Section 162-9.D to provide a site analysis and impact plan
- Section 162-9.E to provide a conservation plan
- Section 162-9.H to provide impact statements
- Sections 162-28.D and 162.258.E to 50' ultimate right of way and dedication to Township as Dorlan Road is a state highway

Applicant has also requested the variances from the following requirements that the proposal does not meet:

- Section 200-45.A – minimum lot area for Lot 2
- Section 200-45.B – minimum lot width for Lots 1 & 2
- Section 200-45.C.(2) – side yard setbacks for Lot 1

#### Use Regulations

1. Lot 2 is proposed to be conveyed to the adjoining land of the Commonwealth that is being used as a public park, the Marsh Creek State Park. The proposed public use for Lot 2 located within LI Zoning District is permitted when approved as a Conditional Use by the Board of Supervisors pursuant to § 200-44.I(10) of the Zoning Ordinance. We recommend that the Township consult the Township solicitor regarding this subject matter in addition to requesting the applicant to provide detailed description on intended use of Lot 2.

Reference:      Lands N/L Shryock Brothers Inc.  
                    Lot Line Change Plan  
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2. The future land use map in the Comprehensive Plan (2014) designates the Shryock property as Rural/Site Responsive land use, which envisions that permitted density and design criteria for residential development of remaining open/undeveloped lands will be "site responsive". This approach considers the creative use of flexible design, such as clustered development, to achieve meaningful conservation of open space. Proposed use as an open space for Lot 2 overachieves that conservation goal. Additionally, the subject property is a part of land area identified as Priority Parcel ("Priority Parcel C of 33 acres") for preservation on the Priority Areas for Preservation Map (5-1). That land area is also a part of the Brandywine Greenway and has also been identified as a destination on the Community Trail Master Plan Map (6-1), as it is served by regional Brandywine and Struble Trail systems and designated local and regional bike routes. Furthermore, subdivision plans note the existing trail easement that runs from northern to southern boundary of the Shryock property is already dividing the land area into two, which makes it unfeasible for Lot 2 to be used as a part of the existing paper mill operations. Based on preliminary assessment above, we are highly supportive of proposed lot lines change and merging of Lot 2 with adjoining lands of the Commonwealth for open space conservation and public use.

#### Proposed setbacks for Lot 1

3. The proposed change in lot line will result in an increase of nonconformities for the paper mill building remaining on Lot 1. The reduction of the existing side setback might create hardship for the property owner in the future in case of building expansion or any other improvements. We strongly recommend the Township to request the applicant to consider other options to allow for a greater than proposed side yard setback with a new lot line.

#### Environmental Impact

4. The proposed subdivision of land will result in Lot 2 improved with historic millers house, water tower, retaining wall and a garage to become a nonconforming use within Limited Industrial Zoning District. In addition, several historic structures are proposed to be demolished as a part of the subdivision and land development process. The applicant has requested a waiver from SLDO § 162-9.D that provides standards for environmental impact analysis to be completed by the applicant to address the impacts of proposed subdivision on natural and historic resources. We strongly encourage the Township to request the applicant to comply with those provisions as it will provide a more comprehensive picture of future use of the land.

Reference:      Lands N/L Shryock Brothers Inc.  
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Historic Resources

5. As previously noted, two historic structures as defined by the Township, millers house and a mill, are currently located on the Shryock property. The dwelling was classified as a Class II historic resource with potential to be eligible as a Class I resource when clustered with the historic farmhouse, barn, and springhouse located at 751 Dorlan Mill Road. Class I resources possess significant architectural quality, are representative of a specific mode or style of architecture, are structurally intact, are greater than 50 years of age, and/or are historically significant. At the time of publication, the greatest threat to the millers house was identified as neglect, and the current condition of the dwelling clearly demonstrates that neglect has occurred since the resource was inventoried in 2001. The roof of the dwelling is now compromised, and the structure has not been inhabited for 20 years or more. SLDO § 162-9.H.(5).[a].[2] states that a Historic Resources Impact Statement is required when subdivision or land development plans propose demolition of an historic resource or other features located within 250 feet of an historic resource as identified in the Historic Resources Inventory (Wise Preservation Planning, 2001). We recommend that the Township require the applicant to submit a Historic Resources Impact Statement, and that the Historical Commission provide recommendations regarding the preservation or demolition of the historic millers house.
6. The 2014 Comprehensive Plan includes a list of revised actions from the 2009 Open Space, Recreation and Environmental Resources Plan (OSRER) aimed to protect historic resources within the Township (p.92). The following actions emphasize the need and next steps for future historic preservation:
  - HR 4. Conduct negotiations with owners and purchasers of Class I and Class II historic resources to preserve historic structures and their surrounding landscapes. Assure that sufficient landscape is retained to preserve the context of the historic structure.
  - HR 5. Consider the purchase of cultural and historic resources and/or properties where protection and preservation of the property is a recognized public benefit.
  - HR 7. Negotiate with the owners of the Class I and Class II historic resources to preserve original historic structures and building facades. Where such structures are part of a development plan, utilize the SLDO to require a Historic Resource Impact Study, and utilize the Conditional Use process to place restrictive covenants on building façades and historic structures.

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- HR 10. Consider developing new locally-designated historic districts, including Font, Eagle, Byers Station, and possibly Dorlan Mill.

We strongly encourage the Township to work with the applicant to explore options to preserve historic millers house.

7. Use regulations within the LI Zoning District provide provisions for adaptive reuse of historic resources, which will be applicable to historic millers house if the applicant chooses to preserve it. Specifically, § 200-44.M, when authorized as a conditional use by the Board of Supervisors, allows for additional uses, including but not limited to bakeries, retail sales, restaurants, public use, when established on a property designated as a Class I or Class II Historic Resource, where historical buildings shall be adaptively re-used, and where an economic development license has been issued for the purpose of local economic development. Additionally, § 200-44.N allows for adaptive reuse for historic preservation where indicated as use by right within LI Zoning District, which includes manufacture of light industrial products from already prepared materials, manufacture of professional, scientific, or electronic instruments; jewelry; watches, small appliances, and similar products, and others. Considering the location of the historic millers house in relation to existing trails and bike networks, community will highly benefit from reusing the historic building for uses that support and encourage recreation in the area and provide additional features at the designated destination site.

We strongly encourage the Township to work with the applicant on potentially repurposing the historic millers house for public use prior to approval of lot line changes and proposed demolition of structure.

#### Conservation

8. Applicant has requested a waiver from SLDO §162-9.E that provides standards for displaying all significant natural features to evaluate the impact of proposed improvements on those. Subdivision plans note the proposed demolition of structures described above, which might result in some impacts to natural features, specifically all trees or portions of tree masses proposed to be cleared as part of the proposed subdivision, all proposed alterations of the natural grade and compliance with all applicable erosion and sedimentation control standards. We strongly encourage the Township to request the applicant to provide conservation plan elements, including but not limited to limit of disturbance, as proposed by the applicant.

Reference:      Lands N/L Shryock Brothers Inc.  
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Recreation

9. Supplemental Regulations of Zoning Ordinance §200-68, Recreational land use, includes standards for recreational land use that will be applicable to reconfigured Lot 2. We recommend the applicant to demonstrate that those provisions are being met.
10. Applicant has requested a waiver from SLDO §162-9.H.(3) requiring impact statements pertaining to recreation. We agree that some of those requirements are not applicable to the project; however, we strongly encourage the Township to request the applicant to provide more details on facilities (if any) that will be proposed in the future and the accessibility of Township residents to subject tract.

Trails

11. The subdivision plans indicate an existing 20' wide trail easement along the proposed lot line extending from Dorlan Mill Road to the northern property boundary, but the plans do not show any connections to nearby trails. The subdivision plans do not note if said easement will be extinguished. We strongly suggest that the Township requests the applicant to include more information regarding the future of that easement and any potential connections to the existing trail network, specifically Brandywine Trail and Marsh Creek State Park Trail networks and/or Struble Trail.

Zoning Districts

12. The existing parcel owned by the Commonwealth (UPI. 32-6-49.1) is located in two (2) zoning districts with eastern portion in R1 Residential and its western portion in LI Zoning District. We strongly encourage the Township to revise zoning districts' boundaries to follow parcel lines to avoid split zoned parcels for ease of zoning administration and enforcement.

In summary, we are in support of this application, and if requested, would be happy to meet with the applicant on site to discuss the items noted in this review letter.

**VII. TOWNSHIP SEWER CONSULTANT**  
**ARRO CONSULTING**

No comments.

Reference:      Lands N/L Shryock Brothers Inc.  
                    Lot Line Change Plan  
                    Upper Uwchlan Township, Chester County, PA

File No. 22-02053

April 6, 2022

Based on our review of the application, **we would recommend approval of the lot line change plan be considered at this time, contingent upon the applicant addressing the above referenced comments as well as any raised by the Planning Commission and Board of Supervisors.**

If you have any questions, please do not hesitate to contact me.

Sincerely,

*David N Leh*

David N. Leh, P.E.  
Municipal Services Manager  
Gilmore & Associates, Inc.

cc:      Upper Uwchlan Township Planning Commission Members  
            Upper Uwchlan Township Board of Supervisors  
            Kevin M. McKenna, Esq., McKenna Snyder LLC (via e-mail only)  
            Sheila A. Fleming, ASLA, Brandywine Conservancy (via email only)  
            Christopher J. Williams, P.E., McMahon Associates, Inc. (via email only)  
            G. Mathew Brown, P.E., ARRO Consulting, Inc. (via email only)  
            David Schlott, P.E., ARRO Consulting, Inc. (via email only)  
            Shryock Brothers, Inc., Property Owner (via e-mail only)  
            Jack Stefferud – Natural Lands Trust, Applicant (via e-mail only)  
            Nick Feola, PE – Bursich Associates (via e-mail only)



**JOSEPH E. BRION, ESQUIRE**

p: 484.887.7526

f: 610.436.8305

e: [jbrion@buckleyllp.com](mailto:jbrion@buckleyllp.com)

118 W. Market Street, Suite 300

West Chester, PA 19382-2928

April 14, 2022

via electronic mail

Board of Supervisors  
Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, PA 19425

RE: Applications of Natural Lands Trust (“NLT”) and Shryock Brothers, Inc. (“Shryock Brothers”) for Conditional Use and Subdivision Approval to Upper Uwchlan Township (“Applications”)

Dear Board of Supervisors,

As you are aware, this Firm represents the County of Chester with respect to the construction of the Struble Trail extension in Upper Uwchlan Township.

To provide some background, NLT is purchasing from Shryock Brothers the 2.7-acre tract of ground located at the northend of the easement obtained by condemnation by the County for the extension of the Struble Trail (“Property”). NLT intends to convey the Property to the Commonwealth of Pennsylvania (“Commonwealth”) to include it as part of the Marsh Creek State Parkland.

It has now come to my attention that the Historical Commission of Upper Uwchlan Township has submitted a recommendation to the Upper Uwchlan Township Board of Supervisors (“Board”) and Planning Commission requesting a condition that the Dorlans Mill House (“House”) located on the Property be renovated and preserved. This recommendation was provided due the Applications. At this time, the House is in extremely dilapidated condition, the roof has collapsed, and the walls are falling down. I viewed the House to confirm the information I received. Also, please note the House has been in a state of collapse for years. Clearly, the cost of restoration would be extensive. As a resident of Chester County and one who has been practicing law here for many years, I think it appropriate to save and restore as many historic buildings as are feasible. However, in this instance, the cost of renovation and other considerations prevent that.

The other considerations that need to be considered by the Township is that the Property is adjacent to the County’s Trail System and once conveyed to the Commonwealth will complete a very extensive and beautiful park area in and around Upper Uwchlan Township for the benefit of the citizens of Chester County for years to come. I have been advised that the Commonwealth will not purchase the Property and incorporate it into Marsh Creek Park if there is a requirement for the House to remain on the Property. Thus, it will preclude NLT from purchasing the Property which I believe would be a loss for the citizens of Chester County and Upper Uwchlan Township.



Board of Supervisors  
Upper Uwchlan Township  
April 14, 2022  
Page Two

As counsel for the County, I am requesting that the Board and Planning Commission agree that at this point in time (almost 2 years after initial presentations by the County the Township) that they not accept the recommendation of the Township Historical Commission. I do not make this request lightly. All through conversations and discussions with the Township, it was understood that the House due to its condition would be demolished and a plaque placed at the location for the citizens of Chester County and visitors to be advised who lived there and the former use of the property, namely a paper mill.

As I stated, normally, I am in agreement with historical preservation. In this instance, by negating the conveyance to NLT, it causes more difficulty and does not provide the citizens of the County the additional property that will be preserved forever once the transaction is completed.

I think Chester County has done an outstanding job in restoring the history of the County through the renovation of many sites and the preservation of open space. Sometimes those two goals conflict, as in this instance.

I thank you in advance for your consideration of this request on behalf of the County of Chester.

Respectfully,

*s/Joseph E. Brion*

Joseph E. Brion

JEB/rac

cc: (via electronic mail)

Gwen Jonik, Township Secretary

Kevin McKenna, Esq., Solicitor, Upper Uwchlan Township

Jack Stefferud, Natural Lands Trust

Brian L. Nagle, Esquire

David Stauffer, RLA, ASLA

Jameka Smith, Capital Projects Coordinator

Nicholas E. Feola, P.E.

Janet L. Bowers, P.G., Director, Chester County Dept. of Facilities

E. Craig Kalemjian, Esq.  
Attorney at Law  
Hartshorne Mansion  
535 North Church Street, Box 125  
West Chester, PA 19380

April 14, 2022

*via email only – bnagle@macree.com*

Brian Nagle, Esquire  
MacElree Harvey, Ltd.  
17 West Miner Street  
West Chester, PA 19382

Re: Upper Uwchlan Twp ZHB – Natural Lands Trust/Shyrock Brothers

Dear Brian:

Please be advised that at a duly advertised public hearing held last night, the Upper Uwchlan Township Zoning Hearing Board voted unanimously to grant your client's application for variances for minimum lot area, width, and sideyard provisions of Sections 200.45.A, 200.45.B and 200.45.C, respectively, of the Upper Uwchlan Township with respect to Tax Parcel 32-6-49.

A written Decision and Order will be issued within forty-five days of the hearing date.

Very truly yours,

*E. Craig Kalemjian*

E. Craig Kalemjian

ECK:kml

cc: Upper Uwchlan Township  
Joseph E. Brion, Esquire (*via email only – jbrion@buckleyllp.com*)



TOWNSHIP OF UPPER UWCHLAN  
County of Chester, Pennsylvania

Resolution # \_\_\_\_\_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF  
UPPER UWCHLAN PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS FOR  
THE 2022 BUDGET

WHEREAS the Board of Supervisors of Upper Uwchlan Township adopted a budget for the calendar year 2022 on December 20, 2021, and

WHEREAS the Second Class Township Code Article XXXII, Section 3202(e) authorizes the Supervisors to, by Resolution, make supplemental appropriations for any lawful purpose from any funds on hand or estimated to be received within the fiscal year not otherwise appropriated, and

WHEREAS the township recently received \$618,752.05 in American Rescue Plan Funds and

NOW, THEREFORE, be it resolved by the Board of Supervisors of Upper Uwchlan Township, makes the following supplemental appropriations for the 2022 budget from the American Rescue Plan Allocation:

COVID-19 Hazard pay for police officers - \$11,250.00 (\$750.00 per officer)

HEREBY RESOLVED and ADOPTED, this 18<sup>th</sup> of April, 2022.

UPPER UWCHLAN TOWNSHIP  
BOARD OF SUPERVISORS

---

Sandra M. D'Amico, Chair

---

Jennifer F. Baxter, Vice Chair

ATTEST:

---

Andrew P. Durkin, Member

---

Gwen A. Jonik, Township Secretary



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

TO: Upper Uwchlan Township Board of Supervisors  
Tony Scheivert, Township Manager

FROM: Shanna Lodge, Assistant Township Manager

SUBJECT: Marsh Creek Watershed Protection Project  
*Bid Documents: Basin Retrofits in Heather Hill, Upland Farm Stormwater Feature*

DATE: April 13, 2022

---

As you know, a project is underway to retrofit two Township owned stormwater basins in the Heather Hill neighborhood and construct a new stormwater feature in Upland Farm Park. This project, which is being funded through a grant from the Pennsylvania Department of Environmental Protection, aims to mitigate streambank erosion and flooding, and prevent pollution in the Marsh Creek Watershed by improving stormwater infiltration.

Consulting engineers from T&M Associates presented designs for the projects at your workshop on April 12, 2022. Specifications and Bid Documents are attached for your review. The documents have been reviewed by the Township Engineer.

I respectfully request that the Board of Supervisors approve the Specifications for the project to be put out to bid via PennBid.

### GRADING NOTES

PROJECT INFORMATION:  
FILE PATH: G:\UPWU0052\UH052\Plans\01 - Upland Park Bosin\  
FILE NAME: UH052\_SHT03.GRD.dwg  
LAST SAVED: 17 Dec 2021, 2:17PM  
LAST SAVED BY: Ccodesy

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**PRELIMINARY/FINAL LAND DEVELOPMENT**

**UPLAND PARK STORMWATER BASIN**

UPPER UMHORN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

**GRADING AND DRAINAGE PLAN**



**YOUR GOALS. OUR MISSION.**  
1700 MARKET STREET  
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PHILADELPHIA, PA 19103  
TEL 215-282-7850  
FAX 215-627-3459  
[www.tandmassociates.com](http://www.tandmassociates.com)

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OHIO AND PENNSYLVANIA

IGNED BY RM, CG DRAWING GRD  
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ENTION ALL CONTRACTORS: LOCATIONS OF ALL EXISTING UTILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM UTILITY COMPANY RECORDS AND/OR OTHER INFORMATION. THE LOCATION, SIZE, COMPLETENESS OR ACCURACY OF TYPE, SIZE, DEPTH AND HORIZONTAL LOCATION OF UNDERGROUND FACILITIES AND STRUCTURES CANNOT BE GUARANTEED. PURSUANT TO REQUIREMENTS OF PENNSYLVANIA LEGISLATIVE ACT 129 OF 2008, ALL AMENDMENTS AND CHANGES MADE BY CONTRACTORS MUST VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND FACILITIES PRIOR TO START OF WORK. SERIAL NO.: 2021261637



**GRADING NOTES**

1. VERTICAL DATUM IS NAVD 1988 AND ESTABLISHED BY OBSERVATIONS REFERENCED TO THE NSI CORUS NETWORK.
2. THE MINIMUM SLOPE IN GRADED AREAS SHALL NOT BE LESS THAN 2% AND THE MINIMUM IN PAVED AREAS SHOULD NOT BE LESS THAN 1%.
3. RUNOFF FROM IMPERVIOUS AREAS SHALL NOT BE DIRECTED INTO THE SANITARY SEWER OR INTO ADJACENT PROPERTIES. WHERE POSSIBLE, RUNOFF SHALL BE DIRECTED TO THE NEAREST PUBLIC RIGHT-OF-WAY OR STORM WATER CONVEYANCE SYSTEM.
4. PAYMENT SHALL BE SAW CUT IN STRAIGHT LINES TO THE FULL DEPTH OF THE EXISTING PAYMENT. ALL DEBRIS FROM REMOVAL OPERATIONS SHALL BE REMOVED FROM THE SITE AT THE TIME OF EXCAVATION. STOCKPILING OF DEBRIS WILL NOT BE PERMITTED.
5. IN CASE OF DISCREPANCIES BETWEEN PLANS, THE SITE / RECORD PLAN MAY SUPERSEDE IN ALL CASES. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IN WRITING OF ANY CONFLICTS.
6. THE CONTRACTOR SHALL BE REQUIRED TO SECURE ALL NECESSARY PERMITS (INCLUDING DEC, ETC.) FOR ALL OFF-SITE HAUL AND/OR BORROW SITES. CONTRACTOR SHALL SUPPLY A COPY OF APPROVALS TO ENGINEER AND OWNER PRIOR TO INITIATION WORK.
7. EXISTING INLETS AND STORM SEWER SHOALS TO BE FILLED IN/DEBRIS SHALL BE CLEANED AND FLUSHED. NEW INLETS AND PIPES SHALL BE CHECKED FOR SEDIMENT/AFTERS CONSTRUCTION AND FLUSHED/CLEANED IF NECESSARY.
8. DEPTH OF EXISTING UTILITIES IN PORTIONS OF THE SITE ARE UNKNOWN. WHERE EXISTING UTILITIES ARE TO BE REMOVED AND FOR WHICH THE CONTRACTOR IS NOT RESPONSIBLE, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE DESIGN ENGINEER SHALL BE CONTACTED IMMEDIATELY AND FUGR TO FURTHER CONSTRUCTION ACTIVITIES IN THE AREA OF SAD CONFLICT.
9. ALL DESIGNERS AND CONTRACTORS: UNDERSTANDING THIS PLAN AND THE INFORMATION CONTAINED THEREIN, PERSONS ARE CAUTIONED TO CHECK THE RECOMMENDATIONS OF PENNSYLVANIA ACT 237. LOCATION OF EXISTING AND PROPOSED UNDERGROUND UTILITIES AND FACILITIES SHOWN ON THE DRAWINGS HAVE BEEN DEVELOPED FROM INFORMATION MADE AVAILABLE, COMPLETENESS AND ACCURACY OF WHICH IS UNKNOWN. LOCATION AND DEPTH OF UTILITIES AND FACILITIES CANNOT BE GUARANTEED. THE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE UTILITIES LOCATED ON THE DRAWINGS. THE CONTRACTOR SHALL UTILIZE HAND EXCAVATION AS REQUIRED. WORK IS ALSO TO BE DONE IN ACCORDANCE WITH THE STANDARDS OF THE UTILITY LOCATED ON THE DRAWINGS. WHERE OTHER UTILITIES EXIST, THE REQUIREMENTS OF PENNSYLVANIA ACT 237 (1981), THE CONTRACTOR SHALL CONTACT THE PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776, AT LEAST 3 DAY PRIOR TO EXCAVATION.
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE FEDERAL, STATE AND LOCAL CODES, AND ALL DRAWINGS, SPECIFICATIONS, AND STANDARDS PROVIDED. WHERE THE CONTRACTOR IS NOT PROVIDED DRAWINGS, WORK IS TO BE DONE IN ACCORDANCE WITH PROJECT SPECIFICATIONS INCLUDING CURRENT APPLICABLE STANDARDS AND REQUIREMENTS. WHERE ANY STANDARDS BECOME IN CONFLICT WITH THESE DRAWINGS, NOTIFY THE CONSTRUCTION MANAGER FOR DIRECTION PRIOR TO PROCEEDING WITH WORK.
11. CONTRACTORS SHALL HAVE ALL REQUIRED SUBMITTAL APPROVALS PRIOR TO BEGINNING WORK OR ORDERING MATERIALS.
12. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, INVERTS, ELEVATIONS, AND EXISTING CONDITIONS PRIOR TO PROCEEDING WITH THE WORK. VARIATIONS BETWEEN DRAWINGS AND ACTUAL ELEVATION CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED PRIOR TO PROCEEDING WITH THE WORK.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY, PROCEDURES, MEANS AND METHODS, SEQUENCING, AND COORDINATION.
14. ALL WORK SHALL BE PERFORMED BY QUALIFIED, EXPERIENCED PERSONNEL.
15. CONTRACTOR SHALL NOTIFY THE OWNER OF PREEXISTING CONDITIONS OF DETERIORATION IN AREAS OF WORK THAT ARE UNCOVERED OR EXPOSED DURING THE WORK.
16. FIELD CHANGES REQUIRE PRIOR ENGINEERING REVIEW AND WRITTEN CONFIRMATION.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR TO ANY SIDEWALKS, LAWN, TREES, PAVING, AND OTHER IMPROVEMENTS DISTURBED OR DAMAGED BY DEMOLITION ACTIVITIES PROPOSED HEREIN.
18. CONTRACTOR SHALL PROVIDE PROPER TEMPORARY BRACING AND SHORING OF ALL CONSTRUCTION TO REMAIN OR DEMOLITION WORK IN PROGRESS.
19. CONTRACTOR SHALL PROVIDE LAYOUT, LINE AND GRADE UNLESS OTHERWISE NOTED.
20. CONTRACTOR SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES WITHIN THE DRAWINGS, SPECIFICATIONS, CODES OR STANDARDS FOR CORRECTIVE ACTION PRIOR TO START OF WORK.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC. ALL TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH LOCAL, PENNDOT & OSRA REGULATIONS.
22. CONTRACTOR SHALL PROVIDE PROTECTION FOR ALL EXISTING UTILITIES. WHERE NO ADDITIONAL CONTRACTOR COSTS ARE REQUIRED, EXCEPT FOR TEMPORARY LINE INTERRUPTIONS, THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION AND SUPPORT FOR ALL UTILITIES EXPOSED DURING THE WORK TO INSURE AGAINST DAMAGE AT NO ADDITIONAL COST.
23. CONTRACTOR SHALL PROVIDE TEMPORARY Dewatering of EXCAVATIONS THROUGHOUT THE DURATION OF CONTRACT AT NO ADDITIONAL COST.
24. EXISTING UTILITIES SHOALS ARE BASED ON AVAILABLE DATA, DUE TO THE POTENTIAL LACK OF COMPLETE OR ACCURATE DATA REGARDING EXISTING ON-SITE AND OFF-SITE UTILITIES, THE CONTRACTOR SHALL ASSESS AVAILABLE DATA, SHALL REQUEST UTILITY COMPANY MAPS, SHOALS, COORDINATE WITH EXISTING UTILITY COMPANIES, AND SHALL DIG TEST PITS TO DETERMINE THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES. THE CONTRACTOR SHALL NOT CONFLECT PROPOSED UTILITIES PRIOR TO ANY PROPOSED UTILITY CONSTRUCTION, IF UNEXPECTED UTILITY LOCATIONS OR ELEVATIONS ARE FOUND, THE CONTRACTOR SHALL NOTIFY THE OWNER OR TEST PIT RETAKE. IN THE EVENT OF A CONFLICT, ENGINEER SHOULD BE NOTIFIED SO THAT ELEVATIONS AND LOCATIONS (WHERE NECESSARY) OF AFECTED UTILITIES CAN BE OBTAINED TO FACILITATE NECESSARY DESIGN ADJUSTMENTS.
25. REMOVAL OF EXISTING UTILITIES SHALL BE COORDINATED WITH THE AUTHORITY AND APPROPRIATE UTILITY COMPANIES.
26. UNLESS SPECIFIED ELSEWHERE IN THE PLANS OR A MANUAL OF TECHNICAL SPECIFICATIONS FOR THE PROJECT, ALL TOPSOIL TO BE USED ON SITE WHETHER STOCKPILED FROM EXISTING ON SITE SOILS OR IMPORTED MATERIAL SHALL MEET THE REQUIREMENTS OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION, PENN DOT, AND THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENT, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING SAMPLES TO A QUALIFIED MATERIALS LABORATORY FOR TESTS AND PROVIDING THE RESULTS TO THE OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL BEFORE PLACING IN THE TOPSOIL.

#### PLACEMENT OF FILE

1. BACKFILLING, TO THE SUBGRADE ELEVATION, SHALL BE DONE IN LAYERS OF SIX (6) TO EIGHT (8) INCHES AND EACH LAYER SHALL BE THOROUGHLY TAMPED BY AN APPROVED MECHANICAL TAPPER TO A MINIMUM DENSITY OF 95% AT OPTIMUM MOISTURE AS DETERMINED BY ASTM C-889 OR ASHTO M-299 WITH SUITABLE BACKFILL MATERIAL. BACKFILL MATERIAL NOT WITHIN THESE SPECIFICATIONS SHALL NOT BE USED.

2. THE FULL MATERIAL SHALL CONTAIN THE PROPER MOISTURE CONTENT TO OBTAIN THE REQUIRED COMPACTION. NETTING OR DRYING OF THE MATERIAL OR ANY OTHER MANIPULATION SHALL BE REQUIRED TO SECURE UNIFORM MOISTURE CONTENT THROUGHOUT THE MATERIAL. THE MATERIAL IS TOO WET TO PERMIT PROPER COMPACTION. ALL WORK ON THE PROJECT SHALL BE DELAYED UNTIL THE MATERIAL HAS BEEN DRIED OR THE EXCESS MOISTURE HAS BEEN REMOVED. A LAYER OF FILM SHALL NOT BE ADDED UNTIL THE PREVIOUS LAYER HAS ATTAINED THE REQUIRED PERCENT COMPACTION.

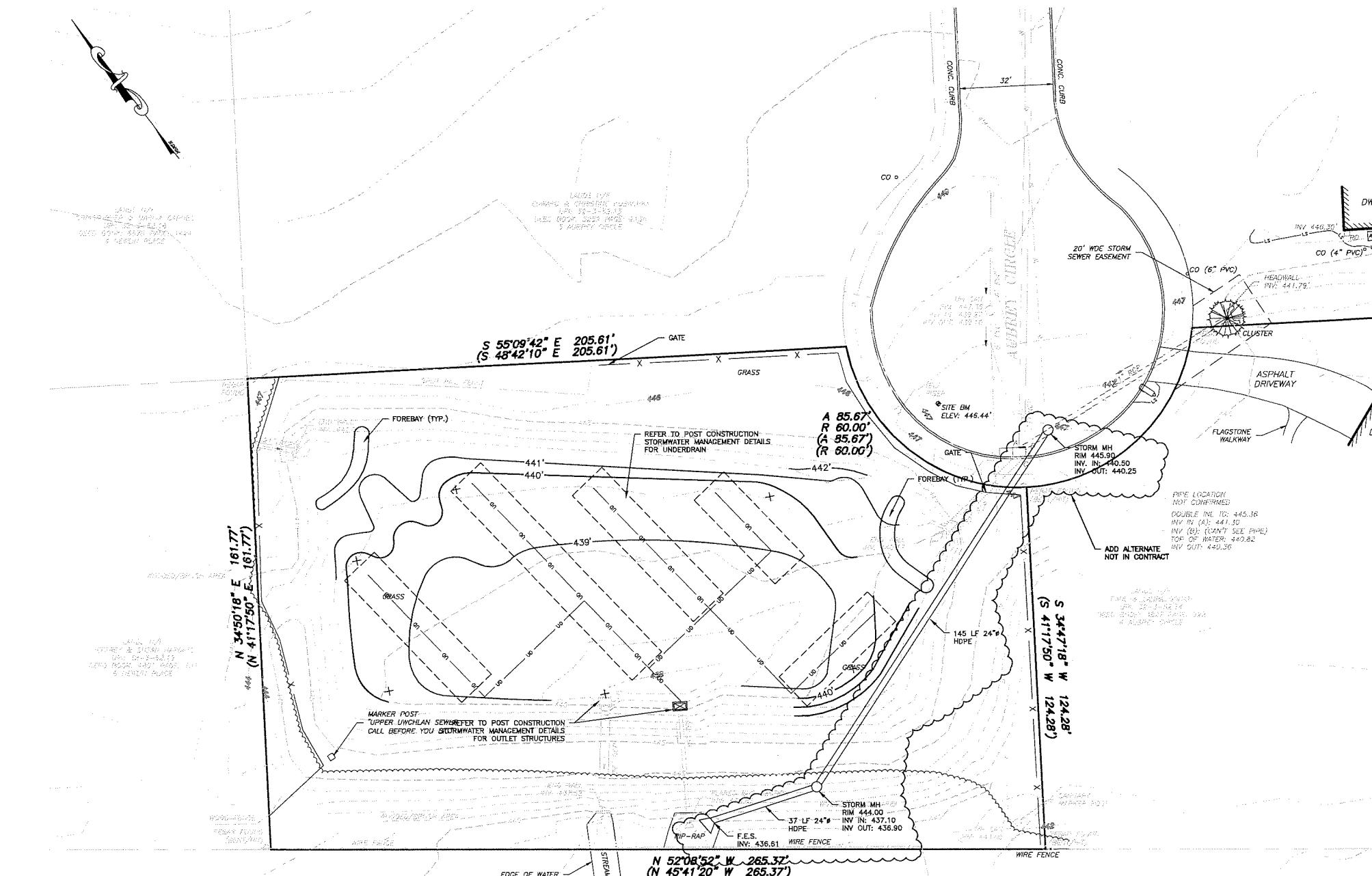
3. ROCKS OR STONES, MATERIALS CONTAINING NO DEBRIS, ORGANIC MATTER, FROZEN SOIL, OR OTHER MATERIALS WHICH DO NOT COMPACT SHALL NOT BE PLACED IN THE BACKFILL. MATERIALS WHICH DO NOT COMPACTED LAYERS BEING PLACED. IN ADDITION, BACKFILL MATERIALS SHALL NOT CONTAIN VEGETATION, MASSES OF ROCKS, INORGANIC ROOTS, CINCHONAS, REEDS, BOULDERS, AND ANY OTHER MATERIAL WHICH IN THE OPINION OF THE ENGINEER, IS UNSUITABLE.

## STORM SEWER NOTES

1. ALL STORM CONDUIT PIPE SHALL BE SMOOTH LINED CORROUGATED POLYETHYLENE PIPE (HOEP) ASTM F 2306 WITH CANTON LINED INTERIOR. ADHESIVE AT 18, OR APPROVED EQUAL UNLESS OTHERWISE SPECIFIED. ALL ROOF LEADERS SHALL BE SCHEDULE 40 PVC.
2. ALL WET POND EMBANKMENTS SHALL BE PLACED IN A MAXIMUM UFTS TO A MAXIMUM 85% DRY DENSITY. PRIOR TO PROCEEDING TO THE NEXT UFT, EMBANKMENT SHALL BE CHECKED BY A GEOTECHNICAL ENGINEER APPROVED BY THE AUTHORITY AND SHALL PROVIDE THE AUTHORITY WITH A WRITTEN REPORT. COMPACTION TESTS SHALL BE CONDUCTED USING THE MOULD PLACEMENT METHOD IN ACCORDANCE WITH ASTM D-1577-07. COMPACTION TESTS SHALL BE RUN ON THE LEADING AND TRAILING EDGE, AS WELL AS THE TOP OF THE BERMS.
3. ANTI-SEEP COLUMNS SHALL BE INSTALLED AROUND THE PIPE BARREL WITHIN THE NORMAL SATURATION ZONE OF THE SOIL. THE COLUMN DEPTH SHALL BE APPROXIMATELY 10 FEET DEEP. CONNECTIONS TO THE BARRIERS SHALL BE WATERPROOF. ANTI-SEEP COLUMNS SHALL EXTERIOR A MINIMUM OF 10 FEET BEYOND THE EXTERIOR OF THE PRINCIPAL PIPE BARRIER. THE MAXIMUM SPACING BETWEEN COLUMNS SHALL BE FORTY-FIVE (45) FEET. ANTI-SEEP COLUMNS SHALL BE TIGHTLY SPLICED TO THE PIPE. A MINIMUM OF TWO (2) ANTI-SEEP COLUMNS SHALL BE INSTALLED ON EACH OUTLET PIPE.
4. IF A CONFLICT ARISES DURING THE INSTALLATION OF ANY PART OF THE STORM SEWER SYSTEM THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY IN WRITING.

PROJECT INFORMATION:  
FILE NAME: G:\UPW0052\Plans\02 - Aubrey Circle Bosin\  
FILE PATH: G:\UPW0052\SH03.GRD.dwg  
LAST SAVED: 05 Dec 2021, 10:10AM  
BY: Clossey

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AUBREY CIRCLE STORMWATER BASIN RETROFIT  
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OFFICES LOCATED IN:  
DELAWARE, INDIANA, KENTUCKY,  
MASSACHUSETTS, MICHIGAN, NEW JERSEY,

ATTENTION ALL CONTRACTORS: LOCATIONS OF ALL EXISTING UTILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM UTILITY COMPANY RECORDS AND/OR ABOVE-GROUND INSPECTION OF THE SITE. COMPLETENESS OR ACCURACY OF TYPE, SIZE, DEPTH OR HORIZONTAL LOCATION OF ALL UNDERGROUND FACILITIES OR UTILITIES IS NOT GUARANTEED. CONTRACTORS ARE REQUIRED TO FOLLOW THE REQUIREMENTS OF PENNSYLVANIA LEGISLATIVE ACT NUMBER 287 OF 1974 AS AMENDED BY ACT 121 OF 2008. CONTRACTORS MUST VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND FACILITIES PRIOR TO START OF WORK. SERIAL NO.: 20211261457

DRAWING  
GRD  
SHEET  
3  
OF 7

**GRADING NOTES**

1. VERTICAL DATUM IS NAVD 1988 AND ESTABLISHED BY OBSERVATIONS REFERENCED TO THE NGS CORS NETWORK.
2. THE MINIMUM ELEVATION IN GRASSED AREAS SHALL NOT BE LESS THAN 2X AND THE MINIMUM IN PAVED AREAS SHOULD NOT BE LESS THAN 1X.
3. RUNOFF FROM IMPERVIOUS AREAS SHALL NOT BE DIRECTED INTO THE SANITARY SEWER OR CHTD ADJACENT PROPERTIES. WHERE POSSIBLE, RUNOFF SHALL BE DIRECTED TO THE NEAREST PUBLIC RIGHT-OF-WAY OR STORM WATER CONVEYANCE SYSTEM.
4. PAVING SHALL BE SAW CUT IN STRAIGHT LINES TO THE FULL DEPTH OF THE EXISTING PAVEMENT. ALL DEBRIS FROM THE EXCAVATION OPERATING SHALL BE REMOVED FROM THE SITE AT THE TIME OF EXCAVATION. STOCKPILING OF DEBRIS WILL NOT BE PERMITTED.
5. IN CASE OF DISCREPANCIES BETWEEN PLANS, THE SITE / RECORD PLAN WILL SUPERSEDE IN ALL CASES. THE ENGINEER OF RECORD MUST BE IMMEDIATELY NOTIFIED IN WRITING OF ANY CONFLICTS.
6. THE CONTRACTOR SHALL BE REQUIRED TO SECURE ALL NECESSARY PERMITS (INCLUDING DEP, ETC.) FOR ALL OFF-SITE CONSTRUCTION. THE CONTRACTOR SHALL SUPPLY A COPY OF APPROVALS TO ENGINEER AND OWNER PRIOR TO INITIATING WORK.
7. EXISTING INLETS AND STORM SEWER SHOWN TO BE FILLED / DEBRIS SHALL BE CLEANED AND FLUSHED / CLEANED IF NECESSARY.
8. DEPTH OF EXISTING UTILITIES IN PORTIONS OF THE SITE ARE UNKNOWN. WHERE EXISTING UTILITIES ARE TO REMAIN AND EXISTING UTILITIES ARE TO BE MOVED, THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER AND THE CONTRACTOR. THE DESIGN ENGINEER SHALL CONTACT IMMEDIATELY AND PRIOR TO FURTHER CONSTRUCTION ACTIVITIES IN THE AREA OF SAW CUTS.
9. ALL DESIGNERS AND CONTRACTORS UTILIZING THIS PLAN AND THE INFORMATION CONTAINED THEREIN ARE CAUTIONED TO NOT RELY ON THE INFORMATION CONTAINED ON THIS DRAWING AS THE LOCATION OF EXISTING UTILITIES AND FACILITIES SHOWN ON THE DRAWINGS HAVE BEEN DEVELOPED FROM INFORMATION MADE AVAILABLE. CONTRACTORS AND FACILITIES SHOWN ON THE DRAWINGS CANNOT BE GUARANTEED. CONTRACTORS ARE ADVISED TO VERIFY THE LOCATION AND DEPTH OF UTILITIES AND FACILITIES BY CONDUCTING A SITE SURVEY AND TO USE EXCAVATION METHODS THAT DO NOT DAMAGE EXISTING UTILITIES. HANDE EXCAVATION AS REQUIRED, WORK IS ALSO TO BE DONE IN ACCORDANCE WITH THE STANDARDS OF THE PENNSYLVANIA ACT 30 (1997). THE CONTRACTOR SHALL CONTACT THE PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1770 AT LEAST 3 DAYS PRIOR TO EXCAVATION.
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ALL APPLICABLE PERMIT REQUIREMENTS. IN ACCORDANCE WITH THE PENNSYLVANIA LAND USE ACT (1972), ALL WORK SHALL BE DONE IN ACCORDANCE WITH PROJECT SPECIFICATIONS INCLUDING CURRENT APPLICABLE STANDARDS AND REQUIREMENTS. WHERE ANY WORK IS IN CONFLICT WITH THESE DRAWINGS, NOTIFY THE CONSTRUCTION MANAGER FOR DIRECTION PRIOR TO PROCEEDING WITH WORK.
11. CONTRACTOR SHALL HAVE ALL REQUIRED SUBMITTAL APPROVALS PRIOR TO BEGINNING WORK OR ORDERING MATERIALS.
12. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, INVERTS, ELEVATIONS, AND EXISTING CONDITIONS PRIOR TO PROCEEDING WITH THE WORK. VARIATIONS BETWEEN DRAWINGS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED PRIOR TO PROCEEDING WITH THE WORK.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY, PROCEDURES, MEANS AND METHODS, SCHEDULING, AND COORDINATION.
14. ALL WORK SHALL BE PERFORMED BY QUALIFIED, EXPERIENCED PERSONNEL.
15. CONTRACTOR SHALL NOTIFY THE OWNER OF PREDICTING CONDITIONS OF DETERIORATION IN AREAS OF WORK THAT ARE UNCOVERED OR EXPOSED DURING THE WORK.
16. FIELD CHANGES REQUIRE PRIOR ENGINEERING REVIEW AND WRITTEN CONFIRMATION.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR TO ANY SIDEWALK, LAMP, TREES, PAVING, AND OTHER IMPROVEMENTS DISTURBED OR DAMAGED BY DEMOLITION ACTIVITIES PROPOSED HEREIN.
18. CONTRACTOR SHALL PROVIDE PROPER TEMPORARY BRACING AND SHoring OF ALL CONSTRUCTION TO REMAIN OR DEMOLITION WORK IN PROGRESS.
19. CONTRACTOR SHALL PROVIDE LAYOUT, LINE AND GRADE UNLESS OTHERWISE NOTED.
20. CONTRACTOR SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES WITHIN THE DRAWINGS, SPECIFICATIONS, CODES OR STANDARDS FOR CORRECTIVE ACTION PRIOR TO START OF WORK.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC. ALL TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH LOCAL PERMITT AND OSHA REGULATIONS.
22. CONTRACTOR SHALL PROVIDE PROTECTION FOR EXISTING UTILITIES UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE PROTECTION FOR ANY UTILITY LINE IN THE EXCAVATION. IN THE CONTRACTOR'S JUDGEMENT, THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION AND SUPPORT FOR ALL UTILITIES EXPOSED DURING THE WORK TO INSURE AGAINST ADDITIONAL DAMAGE AND ADDITIONAL COST.
23. CONTRACTOR SHALL PROVIDE TEMPORARY DEWATERING OF EXCAVATIONS THROUGHOUT THE DURATION OF CONTRACT AT NO ADDITIONAL COST.
24. EXISTING UTILITIES SHOWN ARE BASED ON AVAILABLE DATA. DUE TO THE POTENTIAL LACK OF COMPLETE OR ACCURATE DATA REGARDING EXISTING ON SITE AND OFF SITE UTILITIES, THE CONTRACTOR SHALL ASSESS AVAILABLE DATA, SHALLOW PITS AT ALL PROPOSED UTILITY CROSSING LOCATIONS SO THAT ELEVATIONS CAN BE TAKEN TO ASSESS POTENTIAL CONFLICTING PIPE UTILITIES PRIOR TO ANY PROPOSED UTILITY CONSTRUCTION. IF UNEXPECTED UTILITY LOCATIONS OR CONDITIONS ARE FOUND, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY. IN THE EVENT OF AN UNEXPECTED UTILITY CONFLICT, ENGINEER SHALL BE NOTIFIED THAT ELEVATIONS AND LOCATIONS (WHERE NECESSARY) OF AFFECTED UTILITIES CAN BE OBTAINED TO FACILITATE NECESSARY DESIGN ADJUSTMENTS.
25. REMOVAL OF EXISTING UTILITIES SHALL BE COORDINATED WITH THE AUTHORITY AND APPROPRIATE UTILITY COMPANIES.
26. UTILIZATION OF EXISTING UTILITIES IN THE PLANS OR MATERIALS OF TECHNICAL SPECIFICATIONS FOR THE PROJECT. ALL USES OF EXISTING UTILITIES MUST BE STATED IN WRITING AND APPROVED BY THE CONTRACTOR AND THE ENGINEER. ALL UTILITIES MUST MEET THE MINIMUM QUALITY STANDARDS FOR TOPSOIL AS STIPULATED IN THE TOPSOIL SPECIFICATIONS MANUAL 404, RESPONSIBLE FOR SUBMITTING SAMPLES TO A QUALIFIED MATERIALS LABORATORY FOR ANALYSIS AND FOR PROVIDING THE RESULTS TO THE OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL BEFORE PLACING ANY TOPSOIL.

**PLACEMENT OF FILL NOTES:**

1. BACKFILLING TO THE SURGRADE ELEVATION, SHALL BE DONE IN LAYERS OF SIX (6) TO EIGHT (8) INCHES AND EACH LAYER SHALL BE TAMPED TO A MINIMUM DENSITY OF 95% AT OPTIMUM MOISTURE AS DETERMINED BY ASTM D-985 OR ASHTO T-8-83 WITH SUITABLE BACKFILL MATERIAL.
2. THE FILL MATERIAL SHALL CONTAIN THE PROPER MOISTURE CONTENT TO OBTAIN THE REQUIRED COMPACTION. WETTING OR DRYING OF THE FILL MATERIAL IS NOT ALLOWED. THE FILL MATERIAL SHALL NOT BE PLACED IN THE EXCAVATION IF THE MOISTURE CONTENT THROUGHOUT THE LAYER, IF THE MATERIAL IS TOO WET TO PERMIT PROPER COMPACTION. ALL WORK ON THE EXCAVATION FLOOR SHALL BE DELAYED UNTIL THE FILL MATERIAL HAS EITHER DRIED TO THE MOISTURE CONTENT OR HAS BEEN ADMITTED. A LAYER OF FILL SHALL NOT BE ARIED UNTIL THE PREVIOUS LAYER HAS ATTAINED THE REQUIRED PERCENT COMPACTION.
3. SUITABLE BACKFILL MATERIAL IS MATERIAL CONTAINING NO DEBRIS, ORGANIC MATTER, FROZEN MATERIAL OR LARGE ROCKS. BACKFILL MATERIAL SHALL NOT BE PLACED IN THE EXCAVATION UNTIL THE CONCRETE TRENCHES ARE BEING PLACED. IN ADDITION, BACKFILL MATERIAL SHALL NOT CONTAIN VEGETATION, MASSES OF INSECTICIDE, ROOTS, CHOKES, ASHES, REFUSE, BOULDERS, AND ANY OTHER MATERIAL WHICH IN THE OPINION OF THE ENGINEER IS UNDESIRABLE.

#### EXISTING DATA SOURCE NOTES:

##### GENERAL NOTES:

1. TOPOGRAPHIC FEATURES SHOWN FROM ACTUAL FIELD SURVEY BY ASH ASSOCIATES COMPLETED FEBRUARY 24, 2021 AND IS LIMITED TO SHOWING FEATURES OF INTEREST ONLY.
2. VERTICAL DATUM IS NAVD 1988 AND ESTABLISHED BY GPS OBSERVATIONS REFERENCED TO THE NGS CORS NETWORK. SITE BENCHMARK IS A MAGNETIC NAIL SET AS SHOWN. SITE BENCHMARK ELEVATION=448.26'.
3. HORIZONTAL DATUM IS NAD 83 STATE PLANE COORDINATES OF PENNSYLVANIA AND ESTABLISHED GPS OBSERVATIONS REFERENCED TO THE NGS CORS NETWORK. BOTH DEED BEARINGS AND NAD 83 PENNSYLVANIA STATE PLANE BEARINGS ARE SHOWN. PARENTHESIS ( ) INDICATES DEED BEARINGS.
4. THIS PLAN WAS MADE AS PER INSTRUCTIONS OF APPLICANT AND WITHOUT THE BENEFIT OF A TITLE REPORT. OTHER RIGHTS TO PROPERTY MAY EXIST.
5. THIS PLAN DOES NOT SHOW ENVIRONMENTAL HAZARDS, OR ARCHEOLOGICAL SITES.
6. RIGHT-OF-WAY WIDTHS SHOWN FROM DEEDS OF RECORD.
7. ENTIRE SITE IS LOCATED IN FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLANE. PER FEMA FLOOD INSURANCE RATE MAP (FIRM) OF CHESTER COUNTY, PANEL 90 OF 380, MAP # 42029C0090G, MAP REVISED SEPTEMBER 29, 2017.
8. 114 HEATHER HILL DRIVE, (APN 32-3-62.50E) HAS NO BUILDINGS OR IMPROVEMENTS. LOT IS USED FOR STORMWATER MANAGEMENT AREA "B". NO OWNER INFORMATION OR DEED FOUND.

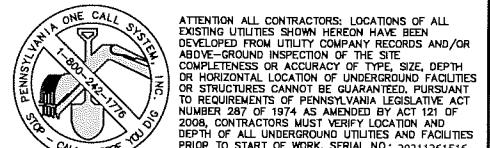
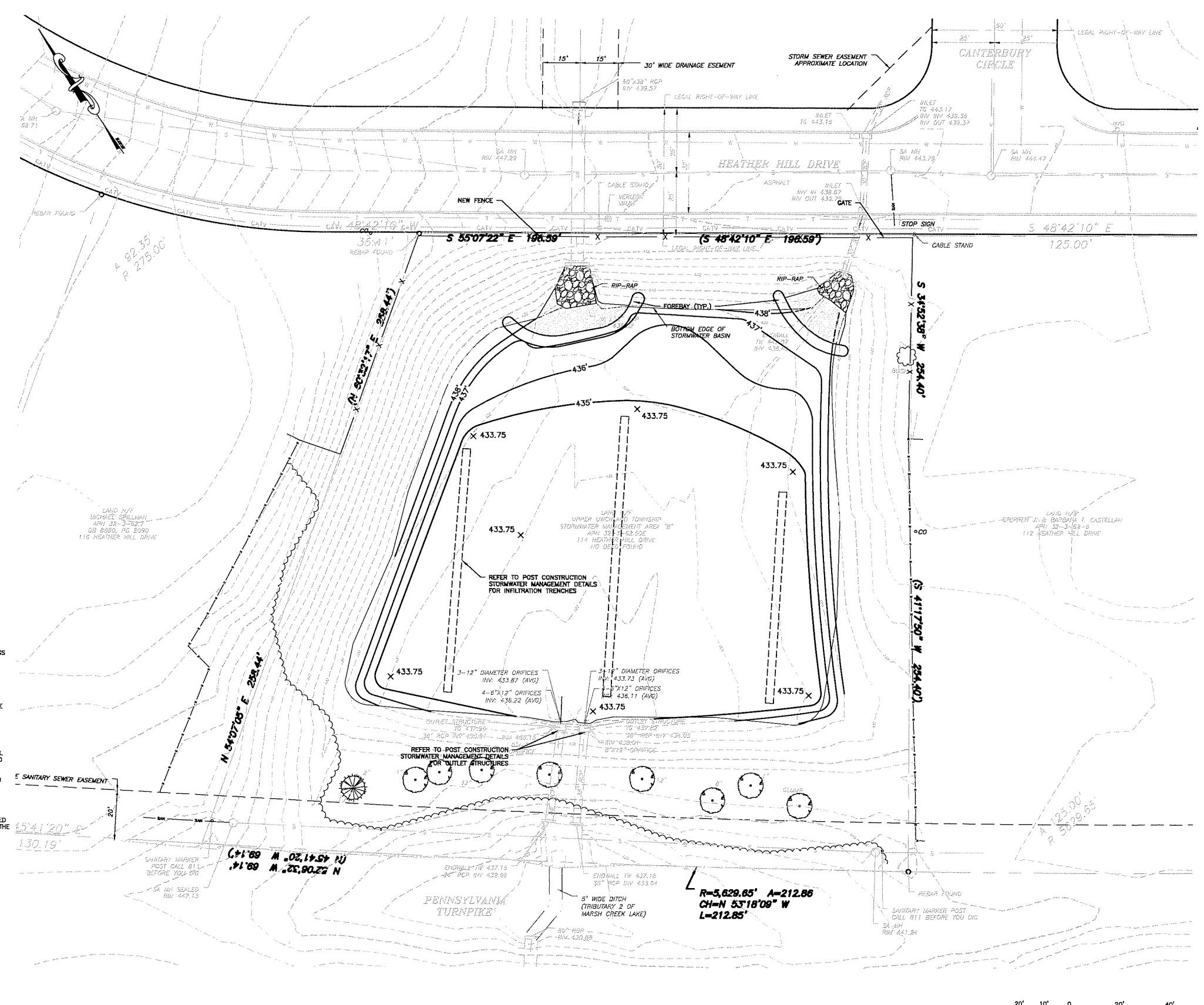
##### REFERENCE PLANS:

1. "TITLE PLAN, McLENNEN PROPERTY / PLAN OF PROPERTY OF BERNARD HANKIN BUILDERS" PREPARED BY LANDWARD ENGINEERS, DATED MARCH 12, 1987, LAST REVISED APRIL 26, 1987 AND RECORDED IN THE CHESTER COUNTY RECORDER OF DEEDS AS PLAN NO. 7561 ON OCTOBER 8, 1987.

##### PROPERTY INFORMATION:

OWNER: UPPER UWLCHLAN TOWNSHIP  
APN: X  
TRACT ADDRESS: HEATHER HILL DRIVE  
DOCUMENT: DEED BOOK X, PAGE X AND  
PORTION OF LOT NO DEED FOUND

EXISTING GROSS/NET AREA: X SQ FT OR X ACRES



ATTENTION: ALL CONTRACTORS, LOCATIONS OF ALL EXISTING UTILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM UTILITY COMPANY RECORDS AND/OR ABOVE-GROUND INSPECTION OF THE SITE. COMPLETENESS OR ACCURACY OF TYPE, SIZE, DEPTH AND LOCATION OF EXISTING UTILITIES AND FACILITIES OR STRUCTURES CANNOT BE GUARANTEED. PURSUANT TO REQUIREMENTS OF PENNSYLVANIA LEGISLATIVE ACT NUMBER 287 OF 1974 AS AMENDED BY ACT 121 OF 2008, CONTRACTORS MUST VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND FACILITIES PRIOR TO START OF WORK. SERIAL NO. 2021126156

DESIGNED BY	RM, CG	DRAWING	GRD
CHECKED BY	ZR		
DRAWN BY	RM, CG	SHEET	
DATE	12/09/2021		
SCALE	1"=20'		
PROJ. NO.	UPW0052b	OF	7

PAUL F. BOETTINGER, P.E.  
LICENSED PROFESSIONAL ENGINEER  
COMMONWEALTH OF PENNSYLVANIA  
LICENSE NO. 070397  
06/08/2018

PAUL F. BOETTINGER  
P.E.  
LICENSED PROFESSIONAL ENGINEER  
COMMONWEALTH OF PENNSYLVANIA  
LICENSE NO. 070397  
06/08/2018

HEATHER HILL STORMWATER BASIN RETROFIT  
UPPER UWLCHLAN TO WNSHIP, CHESTER COUNTY, PENNSYLVANIA  
GRADING AND DRAINAGE PLAN

**SPECIFICATIONS AND BID DOCUMENTS**

**for the**

**Marsh Creek Watershed Protection Project**

**Prepared for**

**Upper Uwchlan Township**

**Chester County, Pennsylvania**

**PREPARED BY**



**T&M Associates  
74 West Broad Street  
Suite 530  
Bethlehem, PA 18018**

**March 2022**

**Project No. UPUW 00052**

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## **ADVERTISEMENT FOR BIDS**

Notice is hereby given that sealed proposals will be accepted online via the PennBid Program until [DATE / TIME] prevailing time for furnishing all labor, materials and equipment necessary for: **Marsh Creek Watershed Protection Project**. Bids will be unsealed and made publicly available online at [www.PennBid.net](http://www.PennBid.net) on [DATE / TIME] prevailing time.

There will be a non-mandatory virtual pre-bid meeting on [DATE / TIME]. To register for the pre-bid meeting, please contact W. Chris McClure, PE, CME, T&M Associates, at [cmclure@tandmassociates.com](mailto:cmclure@tandmassociates.com)

All Bid Documents and solicitation details are available at no cost at [www.PennBid.net](http://www.PennBid.net)

The bids must be made on the online forms furnished by the Owner and the bids must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid, made payable to the Owner. All bids must be accompanied by a Surety's Consent. Said surety to be licensed to conduct business in the Commonwealth of Pennsylvania. The successful bidder shall be bound to furnish and pay for a Performance Bond and a Labor ("Public Works Contractors' Bond Law of 1967," P.L. 869, 8 P.S. § 191 et seq) & Material Payment Bond in an amount equal to one hundred percent (100%) of the contract price, and a Maintenance Bond in an amount equal to fifteen percent (15%) of the contract price, on bond forms acceptable to the Owner.

The Bidder's attention is called to the fact that the Pennsylvania Prevailing Wage Act applies to this Contract and that the successful Bidder shall pay no less than the Wage Rates determined for the project area as set forth in the Contract Documents. In addition, the Commonwealth of Pennsylvania enacted Act 127 of 2012, known as the Public Works Employment Verification Act, apply to this project and it is a specific requirement that any contractor who submits a bid provide PennDOT pre-qualified certification.

The Bidder's attention is also called to the fact that the Project has been financed in part by a grant from the Pennsylvania Department of Environmental Protection, conditions of which are set forth in the Contract Documents.

The successful bidder shall take affirmative action to ensure that applicants for employment and employees or agents are treated without discrimination based upon race, color, religion, ancestry, national origin, age, sex, or disability.

If the contract is awarded it will be to the lowest responsible bidder, however the Owner reserves the right to reject any and or all bids and to waive any informality in the bidding, as permitted by law. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof, except in accordance with the terms of PA Act 4 of 1974, latest revision.

**BY THE ORDER OF Upper Uwchlan Township, Chester County, Pennsylvania:**

By      Tony Scheivert  
            Township Manager

## **INSTRUCTIONS TO BIDDERS**

### **1. RECEIPT AND OPENING OF BIDS**

Upper Uwchlan Township (“Owner”) invites bids on the online form available on PennBid ([www.PennBid.net](http://www.PennBid.net)). Bids will be received at the time specified in the Advertisement for Bids and publicly opened and read aloud.

### **MARSH CREEK WATERSHED PROTECTION PROJECT T&M Project No. UPUW 00052**

The Owner shall consider bids submitted in compliance with the provisions hereof and may waive any non-material informalities or reject any bid, any part of a bid, or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening. Prior to the awarding of the Contract, bids may be held by the Owner for a period not to exceed ninety (90) days from the date of the bid opening for the purpose of reviewing the bids and investigating the qualifications of bidders. During this period, no bid be may be withdrawn except in accordance with PA Act 4 of 1974, entitled the “Bid Withdrawal Act” (73 P.S. §1601 et seq.).

### **2. PREPARATION OF BID**

All sealed bids shall be submitted online via the Bid Form within PennBid ([www.PennBid.net](http://www.PennBid.net))

The proposal of a bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one proposal in such manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a collusive bidder. The Owner may reject the bid proposals of any collusive bidder upon bid opening. However, nothing in this section shall prevent a bidder from superseding a bid proposal by a subsequent proposal delivered prior to bid opening, which expressly revokes the previous bid.

Bids may be withdrawn at any time prior to the time set for bid opening by clicking the Withdraw Bid button. . Requests for withdrawal of bids after bid opening shall be made in accordance with Commonwealth of Pennsylvania Act No. 4 of 1974 (73 P.S. §1601, et seq.).

### **3. SUBCONTRACTS**

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract:

- a. Must be disclosed and acceptable to the Owner.
- b. Shall be subject to the same provisions under the contract as are applicable to the prime Contractor.

### **4. DOCUMENTS REQUIRED WITH THE BID**

Each bidder must submit with his bid:

- a. Bid Bond
- b. Consent of Surety
- c. Bidder Qualification Form
- d. Subcontractor Identification Form
- e. Acknowledgment of Addenda
- f. Non-Collusion Affidavit
- g. Bidder Corporate Resolution
- h. Insurance Certificates
- i. Statement of Ownership
- j. Equipment Certification
- k. Verification of Contractor Eligibility
- l. Public Works Employment Verification Form

5. **QUALIFICATIONS OF BIDDERS**

Each bidder must submit, as a part of his proposal, the Qualification Form as specified to determine the ability of the bidder to perform the work. The work will be awarded to an approved organization, which is properly constituted in experience, capital and equipment. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

- a. Bids will be considered as conclusive evidence of complete examination of specifications and samples.
- b. A Bid Form Signature page is provided in these specifications. This form must be used in submitting proposal, all pages of the form must be completely filled out, and the whole signed by the bidder.
- c. The Owner reserves the right to reject any or all bids or parts thereof, as deemed to be in the best interest of the Owner. Proposals may be rejected if they show any omission, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. However, the Owner reserves the right to waive any defects or non-material irregularities in proposals.
- d. It is understood that the parties making bids accept the terms and conditions expressed and contained in the specifications attached to the proposal submitted.

6. **PROOF OF BIDDER'S RESPONSIBILITY**

All bidders shall submit an experience questionnaire, two (2) years of most recent annual financial statements and most recent quarterly statement. The questionnaire and statement shall be certified to be true and correct by an affidavit sworn to or affirmed before a notary public, or other officer empowered to administer oaths or affirmations.

Bidders shall comply with all criteria and procedures established by these Instructions to Bidders.

The foregoing shall guide the Owner in determining the responsibility of the bidder, but additional information may be requested by the Owner whenever, in its judgment, such information is necessary to determine the responsibility of the bidder.

In the event the bidder fails, refuses or neglects to submit any required information within the reasonable time stated in any request therefore or fails to qualify as a responsible bidder, his/her proposal guaranty shall be forfeited to the use of the Owner, not as a penalty, but as liquidated damages.

7. **BID SECURITY**

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of Bid Bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% (Ten Percent) of the bid.

Unless a certified check or bid bond is furnished, as stated, the bid will not be considered. The check or bid bond of all bidders will be returned when the contract is signed and the successful bidder, as required, furnishes surety bonds.

Such checks or bid bonds submitted by unsuccessful bidders will be returned upon execution of the contract, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the unsuccessful bidder(s) at any time thereafter.

8. **FORM OF CONTRACT**

The successful bidder will be required to execute a written contract with the Owner within ten (10) business days after notice of acceptance of his/her proposal. No proposals or award shall be considered binding upon the Owner unless and until the contract documents are properly executed by both parties.

9. **FAILURE TO EXECUTE CONTRACT**

In the case of the successful bidder failing or refusing to execute a formal contract and to give surety as required within

ten (10) days after notice of acceptance of his/her bid, the Owner's acceptance of his/her proposal will be revoked, and all obligations of the Owner in connection herewith will be canceled. In addition, the amount of the bid bond shall be paid to the Owner, not as a penalty, but as liquidated damages. In such case, the Owner, at its discretion, may award the contract to the next lowest responsible bidder, or reject all bids.

10. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within one hundred twenty (120) calendar days. The successful bidder's failure to comply with schedule and/or performance requirements will result in the Owner incurring damages difficult to ascertain with certainty. Liquidated damage amounts represent reasonable amounts to partially compensate the Owner for the successful bidder's delay and/or failure to perform and are not to be construed as penalties. Consequently, to be entitled to such liquidated damages, the Owner will not be required to prove that it has incurred actual damages.

Liquidated damages under this clause shall be additive in nature, and are in addition to other remedies the Owner may have under the contract, at law, or otherwise.

If the Owner becomes entitled to liquidated damages, the Owner will deduct the amount of such liquidated damages from any money due or which may become due under the contract. Should the liquidated damage amounts be in excess of the remaining unpaid balance of the contract, the successful bidder and its sureties shall be liable for the amount thereof, and shall promptly refund to the Owner the amount of such excess. The provisions for liquidated damages shall not prevent the Owner from terminating the rights of the successful bidder to proceed in cause of default.

If successful bidder fails to provide any or all contractual reports, deliver any or all of the goods, or perform any or all of the services within the time period(s) agreed to in the contract document, bidder must agree to pay as liquidated damages, the sum of \$400.00 for each consecutive calendar day on which work remains incomplete. In addition to this, bidder agrees to reimburse the Owner the sum of \$500.00 for each working day thereafter for Inspection services of the Engineer, as provided in the General Conditions.

11. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon and by submission of a bid is deemed to have done so. Failure to do so will not relieve a successful bidder of his obligations to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption or interference with the work of any other contractors working in the area. Access to emergency vehicles will have to be provided for.

12. SPECIFICATIONS

The specifications are intended to cover the furnishing of all material and the performance of all work that may be required or necessary for the complete performance of the contract and the successful bidder will be reminded to do all things that may be necessary to complete the work within the purview of these specifications. Where plans accompany certain sections of the specifications, these shall be considered a part of these specifications.

All work described herein and attached to the contract shall be performed in accordance to all current PennDOT Specification and Standards. If conflict should arise between contract documents and PennDOT Specifications and Standards, PennDOT Specifications and Standards shall govern.

13. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plan, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing submitted via PennBid's "Questions" tab.

And to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specification which, if issued, will be posted to PennBid's "Documents" tab, and all planholders will be notified via email. All addenda so issued shall become part of the contract documents.

- a. Should the successful bidder discover discrepancies in the specifications, the matter shall be at once brought to the Owner, and the discrepancies corrected by written agreement before proceeding further.
- b. The Owner, on written request by bidder(s), will give all explanations, interpretations and instructions required under these specifications.
- c. Equipment to be furnished shall be new, first-class or shall meet with the approval of the Owner or its designated representative.
- d. All equipment shall conform to the requirements of these specifications and any equipment condemned by the Owner as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

14. **EXTRA WORK**

No extras, additional work or other contract modifications will be valid except upon written change order specifying price and other terms, executed by all parties and approved at a public meeting by the Upper Uwchlan Township Board of Supervisors.

15. **ADDITIONS OR DEDUCTIONS**

The quantities of the various kinds of work to be done and materials to be furnished, as stated in the Contract Documents, are approximate. The quantity of materials actually to be furnished may be varied to suit the requirements of the work and the statement of approximate quantities in the contract Documents shall in no way relieve Bidders from ascertaining independently and on their own account the amount of materials and labor to be furnished.

16. **INDEMNIFICATION BY SUCCESSFUL BIDDER**

The successful bidder agrees to indemnify and save harmless the Owner, its representatives, and Engineer from all suits or actions of every nature and description brought against it or its employees on account of the use of patented or copyrighted appliances, products, or processes, with legal protection. The successful bidder shall execute a Hold Harmless Agreement and a Waiver of the Right to File Mechanics' Liens.

17. **SECURITY FOR FAITHFUL PERFORMANCE**

Each bidder upon receiving written notice from the Owner shall within ten (10) business days of such notice furnish to the Owner executed performance, payment and maintenance bonds, in the forms prescribed in the Contract Documents, and dated the date set for the award of contract.

18. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Attorneys-in-fact signing under a power of attorney must be residents of the State in which the project is located.

19. **NOTICE OF SPECIAL CONDITIONS**

Attention is particularly called to those parts of the Contract Documents and Specifications, which deal with the following:

- a. Construction operations in the vicinity of private property.
- b. Subsurface conditions, including but not limited to utility conflicts
- c. Construction scheduling, staging and operational procedures

20. **METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER**

If at the time this Contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the Contract; the Contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids, or may award the Contract to the responsible bidder with lowest base bid combined by deduction of one or more items listed in the bidding schedule to produce a net amount which is within the available funds.

The "lowest responsible bidder" is defined as a bidder who not only has the lowest price, but also is financially able and competent to complete work as evidenced by prior performance.

21. **OBLIGATION OF BIDDER**

At the time of the opening of bids, each bidder will be presumed to have inspected the site, to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or documents shall in no way relieve any bidder from any obligation in respect to his bid.

22. **BONDING REQUIREMENTS**

As previously indicated, each bid proposal must be accompanied by a Surety's Consent. The said surety shall be bound to furnish a Performance Bond and a Labor and Material Payment Bond, both in the amount equal to One Hundred Percent (100%) of the Contract Price, and a Maintenance Bond in the amount equal to Fifteen Percent (15%) of the Contract Price, thereafter required.

- a. The successful bidder shall be required to furnish a performance bond in the amount of one hundred percent (100%) of the contract price, the condition of which shall be the complete execution and performance of each and all of the terms contained in the contract, proposal, specifications and instructions to bidders. Said bond shall meet all requirements of the Owner.
- b. The successful bidder shall be required to furnish a labor and materials payment bond in the amount of one hundred percent (100%) of the contract price, conditioned for the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work.
- c. A maintenance bond shall be required in an amount equal to Fifteen Percent (15%) of the contract price for a period of two (2) years from the date of acceptance of the work by the Owner.
- d. All bonds shall be furnished to the Owner prior to the Owner's issuance of the notice to proceed with any work. The successful bidder shall pay for entire cost of bond(s).

The Bidders are notified that a Waiver of Right to File Mechanics Lien and a Hold Harmless Agreement must also be executed by the successful bidder and all his subcontractors prior to the award of the contract.

23. **INSURANCES {See Also "Contractor Insurance Requirements" in General Conditions}**

The Contractor will be required to provide insurance of the following prescribed types and minimum amounts. All the insurance policies required shall be maintained in full force until all work under this Contract is completed, as evidenced by the formal acceptance thereof in the writing by the Owner or his authorized representative, and must bear insurance ratings acceptable to the Owner.

- a. The Owner and Engineer shall be named as Additional Insured on all required insurance coverages as respects operations and activities of, or on behalf of, the named insured, performed under contract with the Owner.
- b. The successful bidder shall furnish proof of Workers' Compensation and Employers' Liability insurances in the statutory amounts prescribed by the Commonwealth of Pennsylvania.
- c. The successful bidder shall furnish proof of Comprehensive General Liability insurance and Comprehensive Automobile Liability insurance in the amounts of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit. The Owner and Engineer shall be named as an additional insured under all coverages, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Engineer, its agents and employees.

- d. All such insurance coverages shall not be cancelled, reduced in coverage or limits, or non-renewed during the contract term until thirty (30) days prior written notice has been given to the Owner.
- e. All insurance certificates shall be supplied to the Owner before issuance of the notice to proceed with work under the contract is given by the Owner.
- f. Comprehensive General Liability policies shall include Premises/Operations; Actions of Independent contractors; Products/Completed Operations (to be maintained for two {2} years after completion of work); Contractual Liability (including protection for the contractor from claims arising out of liability assumed under the contract, and including Automobile Contractual Liability); Personal Injury Liability (including coverage for offenses related to employment); Explosion, Collapse or Underground Hazards; and Broad Form Property Damage Liability (including Completed Operations).
- g. Comprehensive Automobile Liability policies shall include Uninsured Motorists coverage.
- h. The successful bidder shall require all subcontractors to maintain during the term of this contract all insurance coverages listed herein in the same manner as specified for the successful bidder.
- i. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until thirty (30) days prior written notice has been given to the Owner. Therefore, **the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.**
- j. Each insurance policy required by this contract, except for the Workers' Compensation policy, shall contain the following clauses:

*"The Township, its employees, T&M ASSOCIATES, agents, officials and volunteers are hereby added as additional insured as respects the operations and activities of this Contract."*

#### 24. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and State Laws, Municipal Ordinances, and Rules and Regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The bidder also agrees to comply with all applicable state statutes and regulations to which the Department of Community and Economic Development is subject including, but not limited to, the Building Energy Conservation Act and the Pennsylvania Prevailing Wage Act or the Resident Labor Requirement Act, the Steel Products Procurement Act, the Trade Practices Act, the Public Works Contractor's Bond Act of 1967, and the Flood Plain Management Act.

The bidder agrees that in the performance of their obligations under the Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. The Contractor assumes responsibility for environmental review, decision-making and action under the National Environmental Policy Act of 1969 (NEPA), P.L. 91-190 (42 U.S.C. 54321 *et seq.*), and Housing and Urban Development regulations at 24 CFR, Part 58. The Contractor certifies that it has completed and will comply with 24 CFR, Part 58 and all other applicable statutes and guidelines.

Bidders should be aware that additional work may be required in the event of changes, after the receipt of bids, in Federal and State statutes, rules and regulations relating to the environment. The following statutes, and the rules and regulations thereunder, may directly or indirectly affect the work and are incorporated by reference:

- a. Rivers and Harbors Act, 33 U.S.C. §401, *et. seq.*
- b. National Environmental Policy Act, 42 U.S.C. §4321, *et. seq.*
- c. Pennsylvania Water Obstructions Act, 32 P.S. §681, *et. seq.*
- d. Pennsylvania Waterworks Act, 35 P.S. §711, *et. seq.*
- e. Soil and Water Conservation Act, 3 P.S. §49, *et. seq.*
- f. Federal Water Pollution Control Act, 33 U.S.C. §1151, as amended in 1972.
- g. Pennsylvania Clean Streams Act, 35 P.S. §691.1
- h. Pennsylvania Sewage Facilities Act, 35 P.S. §750.1
- i. Pennsylvania Solid Waste Management Act, 35 P.S. §6001
- j. Delaware River Basin Compact, 32 P.S. §815.31

- k. Pennsylvania Air Pollution Control Act, 35 P.S. §4001, et. seq. as amended by Act 245 of 1972.
- l. Chapter 102, Title 25, Rules and Regulations of Department of Environmental Protection (APa. Bull. 1976).
- m. Pennsylvania Steel Products Procurement Act, 73 P.S. §1181 et. seq.
- n. All other applicable laws, ordinances and regulations.

Under Pennsylvania Act 247 of 1972, any additional work, which may be required by the foregoing, shall be done by change orders after written approval by the Owner.

25. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 CFR 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination, 28 CFR 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Owner through contracts with outside contractors.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the Owner from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Owner as a result to the Contractor's failure to comply with the provisions of the above paragraph.

26. **NONDISCRIMINATION CLAUSE**

During the term of the contract, contractor agrees as follows:

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap.

Contractor shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, or handicap. Such affirmative action shall include, but is not limited to, the following:

Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

- B. Contractor shall, in advertisements or request for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or handicap.
- C. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.
- D. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under this nondiscrimination clause, contractor shall then employee and fill vacancies through other nondiscriminatory employment procedures.

- F. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and contractor may be declared temporarily ineligible for further Owner contracts, and other sanctions may be imposed and remedies invoked.
- G. Contractor shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by the contracting agency for purpose of investigation to ascertain compliance with the provisions of this clause. If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
- H. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

Contractor shall include the provisions of this nondiscrimination clause in every subcontract so that such provisions will be binding upon each subcontractor.

- I. Contractor obligations under this clause are limited to the contractor's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

27. **WAGE RATE DETERMINATION**

The Owner has requested a Wage Rate Determination by the Pennsylvania Department of Labor and Industry to be applicable in the preparation of prices for this contract. A direct copy of the Wage Rate Determination is made a part of the Specification. The Contractor shall be governed by all of the provisions of the Wage Rate Determination. Each Contractor shall exercise judgment in determining wage rates to use in his bid price. The Owner will not be responsible for additional costs, which the Contractor may incur, if during the construction he must increase wage rates because of his failure to allow for fair minimum rates required by the Pennsylvania Department of Labor and Industry.

28. **EXEMPTION FROM FEDERAL EXCISE AND PENNSYLVANIA SALES TAXES**

The Owner is exempt from Federal Excise Taxes and the Pennsylvania Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts.

NOTE: This provision shall not apply to construction, repair and/or maintenance contracts whereunder Bidder purchases supplies, materials and/or equipment and includes costs thereof in computation of his/her bid or proposal.

29. **DELIVERY**

In general, deliveries shall be at such times as may be fixed by the Owner.

Bidders will note that where certain articles are definitely called for of certain manufacture, it is assumed that those bidders have the opportunity to purchase such articles as specifically called for by trade names and that they agree the bidding is open to them without substitution of any other articles.

30. **DISPOSAL OF MATERIALS, SUPPLIES, ETC. NOT APPROVED**

Bidders shall understand that when materials, supplies, etc., have been delivered to the job which do not comply with specifications and have not been approved, upon notification, the successful bidder shall immediately remove from the premises any such condemned materials, supplies, etc., and replace them with materials, supplies, etc., in full accordance with the specifications.

31. **PAYMENTS**

The successful bidder shall submit a separate invoice for the items listed on each purchase order. All invoices shall reference the purchase order number. After inspection and acceptance by the authorized representative of the Owner of the materials and/or work, receipt of the successful bidder's invoice, and the approval of the invoice by the Owner's Authorized Representative, payment shall be made to the successful bidder within thirty (30) days. Where a

partial delivery is made, the successful bidder shall invoice for the items actually delivered and payment shall be made in accordance with the conditions stated hereinabove.

32. **TERMINATION FOR DEFAULT**

The successful bidder agrees to provide all contractual reports, deliver all goods and perform all services required under the contract in a timely and good and workmanlike manner and to the satisfaction of the Owner or its appointee. In the event it is determined by the Owner that reports are not provided, deliveries are not made and/or the work is not performed in such timely and/or workmanlike manner, the owner may terminate for default with fifteen (15) days written notice, by Certified Mail. In such instance, the Owner may draw down against the successful bidder's performance bond for all costs and expenses incurred to re-bid the work.

33. **PERMITS AND LICENSE REQUIREMENTS**

The successful bidder shall be required to obtain all necessary permits as may be required by the Owner. No fee will be charged for said Owner permits.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_  
(CONTRACTOR)

(hereinafter called the Principal) as Principal, and \_\_\_\_\_

\_\_\_\_\_ a \_\_\_\_\_  
(BONDING COMPANY)

corporation authorized to transact business in PENNSYLVANIA, and having its principal office at: \_\_\_\_\_

\_\_\_\_\_ (CITY AND STATE)

(hereinafter called the Surety) as Surety, are held and firmly bound unto the ("Obligee") as Obligee, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), representing 10% of the project bid, lawful money of the United States of America; for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns jointly and severally, by these presents.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, said Principal is herewith submitting to the Obligee a proposal to perform the following:

**MARSH CREEK WATERSHED PROTECTION PROJECT**

pursuant to plans, specifications and other contract documents incorporated into said Proposal by reference; and it is a condition of the Obligee's receipt and consideration of said proposal that the Proposal be accompanied by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is such that if said Principal shall, upon the request of Obligee five (5) days prior to the award of the contract, furnish prior to the award of the contract executed performance and payment bonds dated the date set for the award of the contract in the required forms, and upon Obligee's acceptance of his proposal and award of contract to him, enter into such contract, and furnish insurance certificates and other bonds in all respects as required by said contract documents, within ten (10) business days after notice to him of such award, then this obligation shall be void; but, otherwise, it shall remain in full force, and the Principal and Surety will pay to the Obligee the full amount of this Bid Bond as liquidated damages incurred by the Obligee by reason of the default of the Principal.

IN WITNESS WHEREOF THE Principal and Surety, intending to be legally bound, have executed this bond the day and year aforementioned.

ATTEST:

\_\_\_\_\_  
Corporation - Contractor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President

(SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Individual Contractor

(SEAL)

\_\_\_\_\_  
BY \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)  
Partners

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Attorney-in-Fact

**CONSENT OF SURETY**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Contractor, the receipt of which is hereby acknowledged, \_\_\_\_\_ (Name of Surety), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (State of Incorporation), and licensed to do business in the Commonwealth of Pennsylvania, consents and agrees that if the Contract for the **MARSH CREEK WATERSHED PROTECTION PROJECT** located in Upper Uwchlan Township is awarded to \_\_\_\_\_ (Name of Bidder), the undersigned Corporation shall execute the Bond or Bonds required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder.

**IN WITNESS WHEREOF**, said Surety has caused this Consent to be signed and attested by a duly authorized officer and its corporate seal to be affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

NAME: \_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT** - A valid and effective Power of Attorney authorizing the Attorney-in-Fact to execute the Consent of Surety on behalf of the Surety for the full amount of the Bid Price must accompany the Consent of Surety.

### **BIDDER QUALIFICATION FORM**

Name of Bidder: \_\_\_\_\_

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

Phone \_\_\_\_\_ Date \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Officers and Directors: \_\_\_\_\_

Principals, Partners or Shareholders: \_\_\_\_\_

**Note: Bidder may attach additional sheets as necessary.**

1. How many years has your organization been in business as a contractor? \_\_\_\_\_

2. How many years has your organization been engaged in construction work of the type proposed under this Contract? \_\_\_\_\_

3. How many years has your organization been in business under your present name? \_\_\_\_\_

4. Have you ever failed to complete any work awarded to you? \_\_\_\_\_

If so, where and why? \_\_\_\_\_

5. Has any officer or partner of your organization ever failed to complete a contract handled in his own name? \_\_\_\_\_

6. Have any liens or lawsuits of any kind been filed against any of your contracts? Yes \_\_\_\_\_ No \_\_\_\_\_

Give full details. \_\_\_\_\_

\_\_\_\_\_

7. List surety companies, which have previously bonded the Bidder (give name, address, and amount of bond) \_\_\_\_\_

\_\_\_\_\_

8. List all uncompleted contracts currently held by the Bidder, including those for which a Notice to Proceed has been issued, contracts are executed or a Notice of Award is pending. State the name of the project, the contract amount, percent complete, the contract start and completion dates and any claims filed by subcontractors or suppliers. \_\_\_\_\_

9. State all equipment owned by you for use in this contract. \_\_\_\_\_  
\_\_\_\_\_

10. State the percentage of work normally performed with your own forces \_\_\_\_\_ and the portions of the work included in the proposed Contract that will be performed with your own forces. \_\_\_\_\_

11. The Bidder shall state below, or on attached sheets, at least three (3) projects the Bidder has completed which are similar to this Project. The information provided by the Bidder shall include the name of the Project, description of the Project, and dollar value of work completed. This information will be considered by the Owner to judge the Bidder's experience, skill and business standing. \_\_\_\_\_  
\_\_\_\_\_

12. Provide the name, address and phone number for references for the three (3) Projects listed above. Additional references or other information to evaluate the bidder's qualification may be requested by the Owner or its representatives.

Name and Address

Telephone Number

13. Provide the following:

- a. Bonding Company: \_\_\_\_\_
- b. Bonding Agent: \_\_\_\_\_ Phone Number: \_\_\_\_\_
- c. Insurance Company: \_\_\_\_\_
- d. Insurance Agency: \_\_\_\_\_ Phone Number: \_\_\_\_\_
- e. Bank (including name and contact): \_\_\_\_\_
- f. Credit References (major material supplier): \_\_\_\_\_

14. Provide a copy of a recent financial statement as prepared by your auditor.

### **Contractor Responsibility Certifications**

**TRUE    FALSE**

The firm has all valid, effective licenses, registrations or certificates required by federal, state, county or local law, including, but limited to, licenses, registrations or certificates required to: (a) do business in the designated locale; and (b) perform the contract work it seeks to perform. These shall include, but not limited to, licenses, registrations, or certificates for any type of work or specialty work which the firm proposes to self-perform.

The firm meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements.

The firm has not been debarred by any federal, state or local government agency or authority in the past three years.

The firm has not defaulted on any project in the past three years.

The firm has not had any type of business, contracting or trade license, registration, or other certification suspended or revoked in the past three years.

The firm has not been cited for a willful violation of federal or state safety laws in the past three years.

The firm and its owners have not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past ten years.

The firm has not within the past ten years been found in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of \$1,000.00 or more

The firm will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable federal, state or local wage laws.

The firm participates in a Class A Apprenticeship Program for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project.

The firm has all other technical qualifications and resources, including equipment, personnel and financial resources, to perform the referenced contract, or will obtain same through the use of qualified, responsible subcontractors.

The firm will maintain all qualifications, resources, and capabilities referenced in this certification throughout the duration of the project.

The firm shall notify Upper Uwchlan Township within seven days of any material changes to all matters attested to in this certification.

The firm understands that the Contractor Responsibility Certification shall be executed by a person who has sufficient knowledge of all matters in the certification and shall include an attestation stating, under the penalty of injury, that the information submitted is true, complete and accurate.

Signature of Bidder's Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

### Affidavit:

State/Commonwealth of: \_\_\_\_\_

County of: \_\_\_\_\_

I, \_\_\_\_\_ being duly sworn according to law, depose and  
(name)  
say that I am the \_\_\_\_\_ of the above organization and that the  
(title)  
foregoing responses, including any attachments are true, complete and correct.

**Signature**

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

## Notary Public

### My Commission Expires:

### **SUBCONTRACTORS IDENTIFICATION FORM**

Bidders on projects concerning the construction, alteration or repair of any public improvement projects shall provide the name or names of all subcontractors to whom the bidder will subcontract the furnishing of tree removal and site clearing, storm sewer, water utilities, sanitary sewer utilities, road construction, structural, pavement striping, or other work each of which subcontractors shall be qualified in accordance with these specifications.

#### **Nature of Work to be Completed by Subcontractor**

- 1) Tree Removal and Site Clearing Work:

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- 2) Storm Sewer, Water Utilities, Sanitary Sewer Utilities, and Road Construction Work:

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- 3) Structural Work:

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- 4) Pavement Striping Work:

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- 5) Specify Other Work:

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The Owner requires evidence of performance security to be submitted simultaneously with the list of the subcontractors. Evidence of performance security may be supplied by the bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof, which results in evidence of performance security equaling, but in no event exceeding, the total amount bid.

Whenever a bid sets forth more than one subcontractor for any of the specialty trade categories specified hereinabove in this section, the bidder shall submit to the Owner this certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work agreed to be awarded to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the Owner simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the Owner as part of the Bid Proposal, the bid shall be disqualified as non-conforming.

Signature of Bidder's Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

### **SUBCONTRACTOR QUALIFICATION FORM**

Name of Subcontractor: \_\_\_\_\_

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

Phone \_\_\_\_\_ Date \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

State/Commonwealth of Incorporation: \_\_\_\_\_

Officers and Directors: \_\_\_\_\_

Principals, Partners or Shareholders: \_\_\_\_\_

**Note:** Bidder may attach additional sheets as necessary.

5. How many years has your organization been in business as a contractor? \_\_\_\_\_

6. How many years has your organization been engaged in construction work of the type proposed under this Contract? \_\_\_\_\_

7. How many years has your organization been in business under your present name? \_\_\_\_\_

8. Have you ever failed to complete any work awarded to you? \_\_\_\_\_

If so, where and why? \_\_\_\_\_

5. Has any officer or partner of your organization ever failed to complete a contract handled in his own name? \_\_\_\_\_

6. Have any liens or lawsuits of any kind been filed against any of your contracts? Yes \_\_\_\_\_ No \_\_\_\_\_

Give full details. \_\_\_\_\_

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7. List surety companies, which have previously bonded the Bidder (give name, address, and amount of bond) \_\_\_\_\_

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8. List all uncompleted contracts currently held by the Bidder, including those for which a Notice to Proceed has been issued, contracts are executed or a Notice of Award is pending. State the name of the project, the contract amount, percent complete, the contract start and completion dates and any claims filed by subcontractors or suppliers. \_\_\_\_\_

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9. State all equipment owned by you for use in this contract. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. State the percentage of work normally performed with your own forces \_\_\_\_\_ and the portions of the work included in the proposed Contract that will be performed with your own forces. \_\_\_\_\_

11. The subcontractor shall state below, or on attached sheets, at least three (3) projects the Bidder has completed which are similar to this Project. The information provided by the subcontractor shall include the name of the Project, description of the Project, and dollar value of work completed. This information will be considered by the Owner to judge the subcontractor's experience, skill and business standing. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. Provide the name, address and phone number for references for the three (3) Projects listed above. Additional references or other information to evaluate the subcontractor's qualification may be requested by the Owner or its representatives.

Name and Address

Telephone Number

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

16. Provide the following:

- a. Bonding Company: \_\_\_\_\_
- b. Bonding Agent: \_\_\_\_\_ Phone Number: \_\_\_\_\_
- c. Insurance Company: \_\_\_\_\_
- d. Insurance Agency: \_\_\_\_\_ Phone Number: \_\_\_\_\_
- e. Bank (including name and contact): \_\_\_\_\_
- f. Credit References (major material supplier): \_\_\_\_\_

17. Provide a copy of a recent financial statement as prepared by your auditor.

**Subcontractor Responsibility Certifications**

**TRUE    FALSE**

The firm has all valid, effective licenses, registrations or certificates required by federal, state, county or local law, including, but limited to, licenses, registrations or certificates required to: (a) do business in the designated locale; and (b) perform the contract work it seeks to perform. These shall include, but not limited to, licenses, registrations, or certificates for any type of work or specialty work which the firm proposes to self-perform.

The firm meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements.

The firm has not been debarred by any federal, state or local government agency or authority in the past three years.

The firm has not defaulted on any project in the past three years.

The firm has not had any type of business, contracting or trade license, registration, or other certification suspended or revoked in the past three years.

The firm has not been cited for a willful violation of federal or state safety laws in the past three years.

The firm and its owners have not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past ten years.

The firm has not within the past ten years been found in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of \$1,000.00 or more

The firm will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable federal, state or local wage laws.

The firm participates in a Class A Apprenticeship Program for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project.

The firm has all other technical qualifications and resources, including equipment, personnel and financial resources, to perform the referenced contract, or will obtain same through the use of qualified, responsible subcontractors.

The firm will maintain all qualifications, resources, and capabilities referenced in this certification throughout the duration of the project.

The firm shall notify Upper Uwchlan Township within seven days of any material changes to all matters attested to in this certification.

The firm understands that the Contractor Responsibility Certification shall be executed by a person who has sufficient knowledge of all matters in the certification and shall include an attestation stating, under the penalty of injury, that the information submitted is true, complete and accurate.

Signature of subcontractor's Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

### Affidavit:

State/Commonwealth of: \_\_\_\_\_

County of: \_\_\_\_\_

I, \_\_\_\_\_ being duly sworn according to law, depose and  
(name)  
say that I am the \_\_\_\_\_ of the above organization and that the  
(title)  
foregoing responses, including any attachments are true, complete and correct.

Signature

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

## Notary Public

My Commission Expires:

### **ACKNOWLEDGEMENT OF ADDENDUM/REVISIONS**

The undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the notice, revisions or addendum issued shall take precedence and supplement the contract documents. Failure to include provisions of changes in a bid proposal may be subject for disqualification of the bid.

<b>Notice, Revisions or Addendum</b>	<b>How Received (e-mail, Pennbid etc.)</b>	<b>Date Received</b>

**Acknowledgement by bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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

## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S., §1611 et seq., Governmental agencies may require Non-collusion Affidavits to be submitted together with bids.
2. This Non-collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparations, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**NON-COLLUSION AFFIDAVIT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount(s) of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount(s) of this bid, and neither the approximate price(s) nor approximate amount(s) of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) \_\_\_\_\_, its affiliates, subsidiaries,  
(Name of Firm)

officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the above  
(Name of Firm)

representations are material and important, and will be relied on by the Owner in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Owner of the true facts relating to the submission of bids for this contract.

**SWORN TO AND SUBSCRIBED**

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_

**BIDDER CORPORATE RESOLUTION**

**(EVIDENCE OF AUTHORITY TO BIND BIDDER WHERE BIDDER IS A  
CORPORATION OR PARTNERSHIP)**

**RESOLVED**, that the following named Officers or Partners:

Be and hereby are authorized and empowered to sign and submit to the \_\_\_\_\_ the attached Bid and other Bid Submission Documents and further that said Officers or Partners are authorized to execute the Contract and any other agreement or bond or statement necessary to fulfill the obligations required by the Contract Documents incurred by the acceptance of Upper Uwchlan Township of the Bid.

**I hereby certify that the above constitutes a true copy of a Resolution or Partnership Agreement passed and approved by the Board of Directors or Partners at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

Signature of Bidder's Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attested By:

Title: \_\_\_\_\_

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

**(ACKNOWLEDGMENT OF CORPORATION)**

I certify that on \_\_\_\_ day of \_\_\_\_ , 20\_\_\_\_, \_\_\_\_\_ acknowledged under oath, to my satisfaction, that:

- a) This person is the secretary of the corporation described in the foregoing documents;
- b) This person is the attesting witness to the signing of said documents by the proper corporate officer who is the President of the Corporation;
- c) The documents were signed and delivered by the Corporation as its voluntary act duly authorized by a proper corporation resolution;
- d) This person knows the proper seal of the corporation which was affixed to said documents; and
- e) This person signed this proof to attest to the truth of these facts.

Signed and sworn to before me

on \_\_\_, 20\_\_

## Notary Public

**(ACKNOWLEDGMENT OF PARTNERSHIP)**

STATE OF \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

I certify that on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known and known to be one of the members of the Partnership of \_\_\_\_\_ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm. Signed and sworn to before me on \_\_\_\_\_, 20\_\_\_

Signed and sworn to before me

on \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
Notary Public

### **INSURANCE CERTIFICATES**

Project: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

The Bidder is required to attach hereto certificate(s) of Insurance establishing insurance coverage of the type and amount required by the Contract Documents and of the Supplementary Specifications.

The insurance certificate(s) must be submitted with the Bid Form in accordance with the procedure set forth by the Contract Documents.

### **STATEMENT OF OWNERSHIP**

Prior to performing the Work or furnishing any materials or supplies and prior to the receipt of the Bid Proposal or accompanying the Bid Proposal of said corporation or partnership, there is submitted a Statement setting forth the name and addresses of all stockholders in the corporation or partnership who own five (5%) percent or more of its stock of any class, or of all individual partners in the partnership who own a five (5%) percent or greater interest therein.

If additional space is necessary, attach a separate sheet. If there are no partners with five (5%) percent or more interest in your company enter "None" below.

Full Corporate Name or Partnership Name of Bidder:

**Shareholders or Partners or Corporations with 5% interest or greater:**

1. Name \_\_\_\_\_ Percentage \_\_\_\_\_%  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
  
2. Name \_\_\_\_\_ Percentage \_\_\_\_\_%  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
  
3. Name \_\_\_\_\_ Percentage \_\_\_\_\_%  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
  
4. Name \_\_\_\_\_ Percentage \_\_\_\_\_%  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
  
5. Name \_\_\_\_\_ Percentage \_\_\_\_\_%  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
  
6. Name \_\_\_\_\_ Percentage \_\_\_\_\_%  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
  
7. Name \_\_\_\_\_ Percentage \_\_\_\_\_%  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

8. Name \_\_\_\_\_ Percentage \_\_\_\_\_%  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

9. Name \_\_\_\_\_ Percentage \_\_\_\_\_%  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

10. Name \_\_\_\_\_ Percentage \_\_\_\_\_%  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature of Bidder's Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **EQUIPMENT CERTIFICATION**

### **INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION**

If the Bidder owns, leases or controls all the necessary equipment required to complete the Project, the Bidder shall complete Part 1.

If the Bidder does not own, lease or control all of the equipment necessary to complete the Project, the Bidder shall complete Part 2.

#### **PART 1**

"This is to certify that I, the Bidder, signing and submitting the attached Bid Proposal and other Contract Documents, own, lease or control all of the necessary equipment required to complete the Work shown and described in the Contract Documents, Drawings and Specifications."

Signature of Bidder's Authorized Representative:

Title: \_\_\_\_\_

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

#### **PART 2**

"This is to certify that I, the undersigned, own or control the equipment required to complete the Project noted below and definitely grant or will grant the Bidder the control of said equipment during such time as may be required for that portion of the Work described in the Contract Documents, Drawings and Specifications for which said equipment is necessary."

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

DATE Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

#### **LIST OF EQUIPMENT**

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(Attach additional sheets if necessary)

## **VERIFICATION OF CONTRACTOR ELIGIBILITY**

### **CONTRACTOR CERTIFICATION**

I hereby certify that I/we am/are not currently under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government.

In the event I/we am/are found ineligible after an award of Contract, said Contract shall be terminated and the matter will be referred to the Department of Labor for its action.

If I/we enter into subcontracts or employ under this Contract any subcontractors or individuals who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this Contract or any extension or renewals thereof, the Owner and/or the Commonwealth shall have the right to require the termination of such subcontracts or employment at no cost to the Owner or the Commonwealth.

The Contractor agrees to reimburse the Commonwealth and/or the Owner for the reasonable costs of investigation incurred by the Office of the Inspector General for investigations of the Contractor's compliance with the terms of this Contract or any other Contract between the Contractor and the Commonwealth which result in the suspension or debarment of the Contractor. Such costs shall include, but not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations, which do not result in the Contractor's suspension or debarment.

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CONTRACTOR SIGNATURE

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NAME OF FIRM

---

DATE

---

SUBCONTRACTOR SIGNATURE

---

NAME OF FIRM

---

DATE

The contractor may obtain the current list of contractors suspended or debarred by the Commonwealth of Pennsylvania by contacting:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125

Telephone No. (717) 783-6472  
FAX No. (717) 787-9138

The contractor may determine whether contractors have been debarred or suspended by the federal government by contacting the County's community development office where the Work is to be performed.

If any contractor cannot so certify, the contractor must submit along with the Bid Proposal a written explanation of why such certification cannot be made.

If the Commonwealth or federal government at any time within the last ten (10) years has debarred any contractor, the contractor must submit along with the bid/proposal a written history containing a full and complete description of events underlying any debarments.

**“PUBLIC WORKS EMPLOYMENT VERIFICATION FORM” IS  
INCLUDED IN APPENDIX B OF THIS SPECIFICATION**

## **CONSTRUCTION CONTRACT**

THIS CONSTRUCTION CONTRACT (the "**Contract**"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

**Upper Uwchlan Township**  
140 Pottstown Pike  
Chester Springs, PA 19425

hereinafter is called the **OWNER**:

AND: Bidder Name: \_\_\_\_\_

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

hereinafter called the **CONTRACTOR**:

WHEREAS, the OWNER requires the construction of the **MARSH CREEK WATERSHED PROTECTION PROJECT** (the "**Project**"), in accordance with all applicable federal, state, and local laws and regulations, and the Contract Documents.

NOW, THEREFORE, the OWNER and the CONTRACTOR, intending to be legally bound and in exchange for the mutual consideration set forth herein, agree as follows:

### **1. SCOPE OF WORK**

The CONTRACTOR shall furnish all labor, materials, equipment, tools and services necessary to complete the Project in a good, expeditious, workmanlike and substantial manner. The Project will be constructed in strict compliance with the Contract Documents and in full compliance with this Contract. The CONTRACTOR's services shall hereafter be referred to as the "**Work**".

All work described herein and attached to the contract shall be performed in accordance to all current PennDOT Specification and Standards. If conflict should arise between contract documents and PennDOT Specifications and Standards, PennDOT Specifications and Standards shall govern.

### **2. THE CONTRACT SUM**

The OWNER shall pay the CONTRACTOR for the performance of the Work based on the Bid Proposal prices, and subject to only those additions and deductions as provided by the Contract Documents, the total sum of

\_\_\_\_\_  
(AMOUNT IN WORDS)

\$ \_\_\_\_\_  
(AMOUNT IN NUMBERS)

The CONTRACTOR shall be paid the prices stipulated in the Bid Proposal as full compensation for everything furnished and performed by the CONTRACTOR under this Contract, including all Work required, but not specifically mentioned, and all loss or damage arising out of the nature of the aforesaid Work, the action of the elements, any unforeseen obstruction or difficulty encountered in the prosecution of the Work, all risks of every description connected with the Work, all expenses incurred by or in consequence of the suspension or discontinuance of the Work as herein specified, and for well and faithfully completing the Work and the whole thereof, as herein provided.

### **3. TIME OF COMPLETION**

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written Notice to Proceed as issued by OWNER, or its duly authorized representative, and is to be diligently brought to completion within one hundred twenty (120) calendar days (the “**Completion Date**”) from the date of the Notice to Proceed. The Work will be deemed complete when CONTRACTOR has finished all Work called for by the Contract Documents and the Work is certified in writing by the OWNER as fully complete (said certification shall be hereinafter referred to as “**Final Completion**”).

CONTRACTOR’S failure to comply with schedule and/or performance requirements will result in the OWNER incurring damages difficult to ascertain with certainty. Liquidated damage amounts represent reasonable amounts to partially compensate the OWNER for the CONTRACTOR’S delay and/or failure to perform and are not to be construed as penalties. Consequently, to be entitled to such liquidated damages, the OWNER will not be required to prove that it has incurred actual damages. Liquidated damages under this clause shall be additive in nature, and are in addition to other remedies the OWNER may have under the contract, at law, or otherwise.

If the OWNER becomes entitled to liquidated damages, the OWNER will deduct the amount of such liquidated damages from any money due or which may become due under the Contract. Should the liquidated damage amounts be in excess of the remaining unpaid balance of the Contract, the CONTRACTOR and its sureties shall be liable for the amount thereof, and shall promptly refund to the OWNER the amount of such excess. The provisions for liquidated damages shall not prevent the OWNER from terminating the rights of the CONTRACTOR to proceed in case of default.

Should the CONTRACTOR fail to complete all Work or any part of the Work by the specified completion date, the CONTRACTOR shall pay monetary liquidated damages to the OWNER in the amount of four hundred (\$400.00) dollars for each and every calendar day that the Work remains incomplete. The CONTRACTOR shall further reimburse the OWNER for the inspection services of the Owner’s duly authorized ENGINEER, as provided in the General Conditions, in the amount of five hundred (\$500.00) dollars for each and every calendar day that the Work remains incomplete. In addition to the liquidated damages to be assessed against the CONTRACTOR, the CONTRACTOR shall be liable for all costs and fees incurred by the OWNER due to the overrun.

### **4. THE CONTRACT DOCUMENTS**

The parties agree that the terms and conditions contained in The Contract Documents (including bid information, instructions to bidders, Bid Form, bid documents, general conditions, specifications, supplemental specifications, addendums and drawings) are made part of this Contract and are binding on both parties as if all conditions contained in the Contract Documents were set forth in this Contract.

In addition, the OWNER’s designated ENGINEER shall furnish to the CONTRACTOR supplementary drawings or explanations as may be necessary to illustrate the Work to be done, and the CONTRACTOR shall conform to same as part of this Contract, and all such supplemental information shall be part of the Contract Documents.

The Contract Documents comprise the entire agreement between the OWNER and the CONTRACTOR and may only be amended as herein described.

### **5. SUBCONTRACTORS**

The CONTRACTOR agrees to bind every subcontractor by the terms and conditions, and to all duties and obligations, as more fully defined throughout the Contract Documents. The Contract Documents shall not be construed as creating any contractual relationship between any subcontractor and the OWNER.

### **6. WAIVERS**

Neither the inspection by the OWNER or by the OWNER’s agents, nor any orders or measurement of certificate by the ENGINEER, nor any order by the OWNER for the payment of money, nor payment for or acceptance of the whole or any part of the Work by the OWNER, nor any extension of time or any possession taken by the OWNER or its employees, shall operate as a waiver of any provision of this Contract, any power herein reserved to the OWNER, or any right to damages herein provided. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided and in addition to all other suits, actions, or legal proceedings. The OWNER shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.

## **7. OWNER AND RESPONSIBILITY OF ITS DULY AUTHORIZED REPRESENTATIVE(S)**

All Work shall be done under the observation of the ENGINEER or another duly authorized representative of the OWNER. The ENGINEER, after due consultation with and upon the direction of the OWNER, shall decide any and all questions, which may arise regarding the quality and acceptability of materials furnished, Work performed, rate of progress of Work, interpretation of Contract Documents and all questions concerning the acceptable fulfillment of the Contract by the CONTRACTOR.

The ENGINEER's services during the construction of the Project are intended to provide the OWNER a greater degree of confidence that the completed Work of CONTRACTOR will conform in general to the Contract Documents, Drawings and Specifications. The ENGINEER shall not, during visits to the project site or as a result of observation of CONTRACTOR's Work in progress, supervise, direct or have control over CONTRACTOR's Work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR, for any safety precautions and programs incident to CONTRACTOR's Work or for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR's furnishing and performing the Work. Accordingly, the ENGINEER neither guarantees CONTRACTOR's performance nor assumes responsibility for CONTRACTOR's failure to furnish and perform its Work safely or in accordance with the Contract Documents.

## **8. SUCCESSORS AND ASSIGNS**

This Contract and all of the covenants herein shall be binding upon the OWNER and the CONTRACTOR respectively, and the CONTRACTOR's subcontractors, sub-consultants, partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet their interests or obligations hereunder without written consent of the other party.

## **9. TERMINATION**

The OWNER may, upon seven (7) days written notice to the CONTRACTOR, and at any time after the execution of this Contract, terminate or limit the services of the CONTRACTOR furnished hereunder for convenience, for any reasons; including but not limited to, the abandonment of the Project or the unavailability of monies to complete the Work.

In the event of such termination for convenience, the CONTRACTOR shall be compensated for his authorized services rendered hereunder up to that date, and for all reasonable shutdown costs as agreed to by both parties.

Should the CONTRACTOR fail to perform in strict accordance with this Contract, or should the CONTRACTOR become insolvent, unable to or fail to pay its obligations as they mature, or, in any other respect, in the opinion of the OWNER, fail to properly prosecute and perform any part of its work, breach any provision of this Contract, fail to exert its best performance efforts, then the CONTRACTOR may be deemed by the OWNER to have materially breached this Contract. In case of a breach, as indicated herein or as might otherwise be determined by law, then the OWNER may, at its discretion, terminate this Contract, or any part thereof, by giving written notice thereof to CONTRACTOR.

In case of such termination, OWNER may use any and all materials, equipment, tools, or chattels furnished by or belonging to the CONTRACTOR either at or for the Project. No further payments shall be made to CONTRACTOR until completion of the Project. OWNER may deduct from any amount owing to CONTRACTOR, the cost to complete the defaulted CONTRACTOR'S work, including without limitation legal fees, administrative overhead expense, and field overhead expenses. The CONTRACTOR, on termination, will be deemed to have offered to OWNER an assignment of all of its subcontracts and purchase orders relating to this Project. The OWNER may, at its discretion, do whatever is necessary to assure performance of any terminated work, and to take such action, if necessary, in CONTRACTOR's name.

In the event that a termination for default under this Section is subsequently adjudicated to be wrongful, such termination shall be automatically converted to and considered a termination for convenience under this Section 9.

## **10. INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER and the ENGINEER, their officers, employees and agents, against any loss, liability, claims or demands (including death and/or property damage), arising out of or resulting, in whole or in part, from the CONTRACTOR's performance of this Contract as provided in the Contract Documents and the Hold Harmless Clause.

## **11. CONTRACTOR'S STATUS AND RESPONSIBILITIES**

The CONTRACTOR's status shall be that of an independent contractor, and not an agent or employee of the OWNER.

The CONTRACTOR shall be responsible for providing competent, suitably qualified personnel of sufficient number to perform the Work.

The CONTRACTOR shall be responsible for proceeding with the Work and adhering to the schedule during all disputes or disagreements with the OWNER. No Work shall be delayed or postponed pending resolution of any dispute or disagreement.

The CONTRACTOR shall pay to the OWNER, and the OWNER shall have the right to deduct the full amount of all expenses, losses, and damages from all monies due or to become due the CONTRACTOR under this Contract, for any of the following reasons:

1. Any defect, omission, or mistake of the CONTRACTOR or his employees; and the repairs of same, as determined by the ENGINEER.
2. All costs of ENGINEER'S work and inspection after the specified completion time for the Contract.
3. All costs incurred by the OWNER for overtime payments to the inspection personnel caused by the CONTRACTOR's overtime work. Overtime is considered as all hours worked exceeding eight hours per day and/or forty hours per week; all hours worked on Saturday or Sunday; and all hours worked on legal holidays observed by the OWNER and/or ENGINEER.
4. Liquidated Damages in the amount set forth in Section III, "Time of Completion", for each and every calendar day that the CONTRACTOR shall be in default of completing the Work of this Contract. This sum is hereby agreed to be proper and reasonable liquidated damages, which the OWNER will suffer by reason of such default.

## **12. GUARANTEE AND CORRECTION OF DEFECTIVE WORK**

The CONTRACTOR warrants and guarantees to the OWNER that all Work will be performed in accordance with all applicable federal, state, and local laws, standards and regulations and these Contract Documents; and that all materials, facilities, work and equipment will be free of defects and will operate properly. Immediately upon orders from OWNER, or OWNER's duly authorized representative, CONTRACTOR will correct any defect or deficiency in the Work, equipment, or materials. OWNER may withhold from CONTRACTOR that amount OWNER reasonably estimates to be necessary for the correction of defective or deficient Work and to defray damages for delay in the completion of the Work, until such time as CONTRACTOR corrects said defect or deficiency.

If within two (2) years after the date of Final Completion (as defined under Section III, "Time of Completion"), any Work is found to be defective, the CONTRACTOR shall promptly correct the defective work, or remove and replace it with non-defective Work; as directed by the OWNER, and at no additional cost to the OWNER.

## **13. CONTRACT BINDING**

This Contract shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

## **14. GOVERNING LAW**

The laws of the Commonwealth of Pennsylvania will govern the validity of this Contract, its interpretation and performance. The CONTRACTOR hereby accepts Pennsylvania jurisdiction and agrees to accept service of process as if it were personally served within said jurisdiction. Titles, captions or headings to any provision, Article, etc. shall not limit the content of this Contract and these Articles have the full force and effect as if no titles existed. If any term or provision of this Contract is found invalid, it shall not affect the validity and enforcement of all remaining terms and provision of the Contract.

## **15. PREVAILING WAGE RATE**

The CONTRACTOR agrees to comply with the provisions of the Pennsylvania Prevailing Wage Act (August 15, 1961 P.L. 987, No. 442), and all corresponding rules and regulations. The CONTRACTOR shall pay all workers employed in the performance of this Contract the prevailing wages determined pursuant to the above-cited law.

Contractor certifies that a copy of the prevailing wage rates pertaining to this Work and issued by the Pennsylvania Department of Labor and Industry, entitled "Prevailing Wage Project Rates" were included in the Contract Documents issued for bidding.

## **16. AMERICANS WITH DISABILITIES ACT**

The CONTRACTOR and the OWNER do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this Contract, the CONTRACTOR agrees that its performance shall be in the strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and hold harmless the OWNER and ENGINEER, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER's grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the OWNER or ENGINEER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER or ENGINEER of the services provided by the CONTRACTOR pursuant to this Contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and hold harmless the OWNER pursuant to this Paragraph.

It is further agreed and understood that the OWNER and ENGINEER assume no obligation to indemnify or hold harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claims made under the Act.

## **17. REVIEW OF DOCUMENTS AND CONDITIONS**

CONTRACTOR hereby acknowledges that it has carefully reviewed and examined this Contract, other Contract Documents and all other documents directly or indirectly relating to this Contract and that any and all ambiguities and/or discrepancies have been clarified and/or corrected.

CONTRACTOR acknowledges that it has fully examined and analyzed all conditions that could affect its performance and that no conditions exist which would affect the progress, performance or price of this Contract. CONTRACTOR further acknowledges that its knowledge of the Site and conditions is based, in part, upon its investigation and assessment of the Site, and further acknowledges that it has been given sufficient opportunity to conduct any necessary additional investigation of the Site and any conditions which might affect the Work under this Contract.

CONTRACTOR acknowledges and represents that it has visited the Project site and has fully investigated and otherwise satisfied itself as to the conditions affecting the Work of this Contract, including but not limited to the transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and similar physical conditions of the Project Site, the conditions of the ground and the character of any equipment and facilities needed to complete the Work.

## **18. TAXES, CHARGES, FEES**

The CONTRACTOR shall be responsible for and shall pay any local, state and federal taxes, contributions, fees, etc. imposed directly or indirectly on account of its work, labor, material and services required under or relating to this Contract. At no time shall there be any increase or escalation in the Contract price on account of any such charge. The CONTRACTOR shall, on demand, substantiate that all taxes and other charges are being properly paid.

## **19. ORAL MODIFICATIONS**

The CONTRACT cannot be changed, modified, altered or terminated orally. This Contract supersedes all prior representations and discussions between CONTRACTOR or its representatives and OWNER and its representatives.

**20. INCORPORATION OF AGREEMENT INTO SUBCONTRACTS**

CONTRACTOR hereby agrees to incorporate into any subcontracts or purchase orders it has with any other party, all those provisions required by law to be incorporated therein, and all those provisions of this Contract which affect the rights of the OWNER. This CONTRACT shall not be considered as creating a contractual relationship between OWNER and the CONTRACTOR'S subcontractors or suppliers. It is the express intention of the parties to this contract that it creates no contract rights except those between CONTRACTOR and OWNER.

IN WITNESS WHEREOF, the parties hereto have there unto set their hands and seals.

ATTEST:

\_\_\_\_\_ (OWNER) \_\_\_\_\_

ATTEST:

\_\_\_\_\_ (CONTRACTOR) \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(CONTRACTOR'S ADDRESS)

as Principal, and \_\_\_\_\_  
(BONDING COMPANY)

as **Surety**, a Corporation duly organized and existing under the laws of the State of \_\_\_\_\_  
(STATE)

are held and firmly bound unto Upper Uwchlan Township, 140 Pottstown Pike, Chester Springs, PA 19425, County of Chester,

as **Obligee**, in the sum of \_\_\_\_\_  
(BID PRICE IN WORDS)

Dollars \_\_\_\_\_  
(BID PRICE IN NUMBERS) , representing 100% of the contract amount, and for faithful performance of the

Contract, to be paid to the Obligee aforesaid, its certain attorneys, successors or assigns, to which payment, well and truly to be made, we do bind ourselves, our heirs, executors and administrators, and every one of them, jointly and severally, firmly by these presents.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_.

WHEREAS, the said \_\_\_\_\_  
(CONTRACTOR)

is about to enter into a written Contract with Upper Uwchlan Township, 140 Pottstown Pike, Chester Springs, PA 19425, County of Chester for:

**MARSH CREEK WATERSHED PROTECTION PROJECT**

pursuant to an award of said contract to Principal on the date hereof, and

WHEREAS, this bond is given pursuant to the requirements of the Act of the General Assembly of the Commonwealth of Pennsylvania, approved December 20, 1967, Act 385, known as the "Public Works Contractor's Bond Law of 1967".

WHEREAS, the Contractor shall, during the course of construction of the Improvements, give all reasonable protection to the public and maintain such warning devices as are reasonably necessary for this purpose. The Contractor hereby agrees to indemnify, defend and hold the Owner harmless from any and all actions at law or in equity and any and all claims, damages, loss, cost or expense (including but not limited to attorneys fees) arising from or related to the Contractor's performance of the Work and/or the breach of any of the Contractor's obligations set forth in this Contract or imposed by law.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if

the said \_\_\_\_\_ shall promptly and faithfully  
(CONTRACTOR)

perform said Contract awarded to him then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Whenever Contractor shall be declared by Obligee to be in default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for submission to Obligee for completing the contract in accordance with its terms and conditions, and upon determination by Obligee and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Obligee and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay for the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract price" as used in this paragraph, shall mean the total amount payable by Obligee to Contractor under the Contract and any amendments thereto, less the amount paid by Obligee to Contractor.

Provided, that said Surety, for value received, hereby stipulates and agrees that no change, extension, alterations or additions to the terms of this Contract, shall in any way release the Principal and the Surety, or either of them, his, their or its heirs, executors, administrators, successors or assigns, from their liability hereunder, and said Surety does hereby waive notice of any such change, extension, alterations or additions.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

(Individual Principals sign here)

In the presence of:

(Corporate Principals sign here)

Attest: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

(Surety sign here)

Witness:

## **LABOR AND MATERIALS PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT

**(CONTRACTOR)**

**(CONTRACTOR'S ADDRESS)**

as **Principal**, and

(BONDING COMPANY)

as **Surety**, a Corporation duly organized and existing under the laws of the State of

(STATE)

are held and firmly bound unto Upper Uwchlan Township, 140 Pottstown Pike, Chester Springs, PA 19425, County of Chester,

as **Obligee**, in the sum of

(BID PRICE IN WORDS)

certain attorneys, successors or assigns, to which payment, well and truly to be made, we do bind ourselves, our heirs, executors and administrators, and every one of them, jointly and severally, firmly by these presents.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_.

WHEREAS, the said

(CONTRACTOR)

is about to enter into a written Contract with Upper Uwchlan Township, 140 Pottstown Pike, Chester Springs, PA 19425, County of Chester for:

## MARSH CREEK WATERSHED PROTECTION PROJECT

pursuant to an award of said contract to Principal on the date hereof, and

WHEREAS, this bond is given pursuant to the requirements of the Act of the General Assembly of the Commonwealth of Pennsylvania, approved December 20, 1967, Act 385, known as the "Public Works Contractor's Bond Law of 1967".

WHEREAS, the Contractor shall, during the course of construction of the Improvements, give all reasonable protection to the public and maintain such warning devices as are reasonably necessary for this purpose. The Contractor hereby agrees to indemnify, defend and hold the Owner harmless from any and all actions at law or in equity and any and all claims, damages, loss, cost or expense (including but not limited to attorneys fees) arising from or related to the Contractor's performance of the Work and/or the breach of any of the Contractor's obligations set forth in this Contract or imposed by law.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if

the said \_\_\_\_\_ shall promptly make payment of  
(CONTRACTOR)

all material furnished and labor supplied or performed in the prosecution of the Work, whether or not the said material or labor enter into and become component parts of the Work or improvement contemplated, then this obligation shall be void, otherwise, it shall remain in full force and effect.

The said Principal and Surety, jointly and severally, further covenant and agree that every person, co-partnership, association or corporation, except as hereinafter provided, who, whether a subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the Work provided for in the contract for which this bond has been given, and who has not been paid in full thereof before the expiration of Ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payments, may bring an action on this bond in his own name, in assumpsit, to recover any amounts due him for such labor or material, and may prosecute the same to final judgment for such sum

or sums as may be justly due him, them or it, and have execution thereon, provided, however, that the Obligee shall not be liable for the payment of any costs or expenses of any suit, and provided, further, no such action may be commenced after the expiration of one (1) year from the day on which the last of the labor was performed or material was supplied for the payment of which such action is brought by the claimant.

Any claimant who has a direct contractual relationship with any subcontractor of the prime contractor who gave this bond but has no contractual relationship, express or implied, with such prime contractor may bring an action on this bond, as heretofore provided, only if he has given written notice in the manner provided for by the above-mentioned Act to such contractor within Ninety (90) days from the date on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished.

"Labor and materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

AND PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change, extension, alterations or addition to the terms of said Contract shall in any way release the Principal and the Surety, or either of them, his, their or its heirs, executors, administrators, successors or assigns, from their liability hereunder, and the said Surety does hereby waive notice of any such change, extension, alterations or additions.

(Individual Principals, sign here)

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

(Corporate Principals sign here)

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

(Surety sign here)

Witness:

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

as to Surety By: \_\_\_\_\_ (Attorney-in-Fact) (SEAL)

### **PREVAILING WAGE COMPLIANCE DECLARATION**

The Contractor hereby agrees to comply in all respect with the Pennsylvania Prevailing Wage Act 442 as amended. A copy of the prevailing wage rates pertaining to the Work and issued by the Pennsylvania Department of Labor and Industry entitled, "Prevailing Wage Project Rates," is included in the Contract Documents issued by Owner for Bid. Workers shall be paid not less than the prevailing wage rate. In the event it is found that any worker employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the Work or such part of the Work as to which there has been a failure to pay required wages and to prosecute the Work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the Work, the Contractor or Subcontractor shall file with the Owner, written statements in form satisfactory to the commissioner of Labor and Industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the Work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said Pennsylvania Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Industry or his duly authorized deputy or representative.

The undersigned is an (individual)(partnership)(corporation) under the Laws of the (Commonwealth)(State) \_\_\_\_\_  
of \_\_\_\_\_  
having Principal offices at \_\_\_\_\_

BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AFFIDAVIT**  
**ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT**

State of \_\_\_\_\_ }  
                  } }  
                  } SS:  
County of \_\_\_\_\_ }  
                  }

\_\_\_\_\_, being duly sworn according to law, deposes and says that they/he/she/it have/has accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments and have/has insured their/his/hers/its liability thereunder in accordance with the terms of said Act with \_\_\_\_\_  
\_\_\_\_\_ (Surety Company).

CONTRACTOR

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Signature)

Sworn to and Subscribed before me this

\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

### **HOLD HARMLESS CERTIFICATION**

The Contractor shall indemnify and hold harmless the Owner and its Engineer from and against all attorneys fees, losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought against or recoverable from the Owner and its Engineer by reason of any act or omission of the Contractor, its agents, employees, assigns, and any entity acting in the Contractor's behalf and on the Contractor's direction in the execution of the Work or in consequence of any negligence or carelessness connected with the execution of any Work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the Contractor in failing to review all plans, specifications, and other documents published by the Owner in connection with the preparation and award of the contract.

The Contractor shall assume all risk and bear any loss or injury to the property or any person which is caused by the negligence of the Contractor including his/her negligent failure to notify the Owner of any dangerous condition requiring the Owner's action, during the period including periods when the Contractor is not present on the site but during the progress of Work provided for in the contract until the same shall have been completed and accepted. The Contractor shall also assume all responsibility for any and all loss by reason of the Contractor's negligence or violation of any local, state or federal law, regulation, practice, or order. The Contractor shall give to the Owner authorities and all other appropriate authorities all required notices relating to the Work for which the contract was let including all notices of any dangerous conditions.

The Contractor, in executing this Contract, represents to the Owner that the contents of this hold harmless clause has been communicated to any subcontractors or employees and that this representation is made in behalf of both him/herself and all persons or organizations acting in the Contractors' behalf including any subcontractors.

ATTEST:

---

Name of Firm

---

Witness

---

Signature

---

Please Print Name

---

Please Print Name

## **MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_  
(CONTRACTOR)

(CONTRACTOR'S ADDRESS)

as **Principal**, and \_\_\_\_\_  
(BONDING COMPANY)

as **Surety**, a Corporation duly organized and existing under the laws of the State of \_\_\_\_\_  
(STATE)

are held and firmly bound unto Upper Uwchlan Township, 140 Pottstown Pike, Chester Springs, PA 19425, County of Chester,

as **Obligee**, in the sum of \_\_\_\_\_  
(AMOUNT IN WORDS)

certain attorneys, successors or assigns, to which payment, well and truly to be made, we do bind ourselves, our heirs, executors and administrators, and every one of them, jointly and severally, firmly by these presents.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_.

WHEREAS, the said \_\_\_\_\_  
(CONTRACTOR)

is about to enter into a written Contract with Upper Uwchlan Township, 140 Pottstown Pike, Chester Springs, PA 19425, County of Chester for:

## MARSH CREEK WATERSHED PROTECTION PROJECT

WHEREAS, under said Contract, the Principal guarantees for a term of two (2) years from date of acceptance of the Work by the Owner, to maintain the stability of all materials, equipment and Work and to promptly make good and replace all poor or inferior materials, equipment and Work and to remedy all defects in materials, equipment or workmanship, all shrinkage, settlement, or other faults of any kind whatsoever arising therefrom, at his or their own expense, and to the satisfaction of the Owner, when notified in writing so to do by the Owner; and

WHEREAS, under said Contract, the Principal may, to secure the said guarantee, deposit with the Owner, an acceptable Surety Bond for the faithful performance of said guarantee; and

WHEREAS, the Owner is willing to pay the aforementioned monies including the retained percentage upon being indemnified by these presents.

WHEREAS, the Contractor shall, during the course of construction of the Improvements, give all reasonable protection to the public and maintain such warning devices as are reasonably necessary for this purpose. The Contractor hereby agrees to indemnify, defend and hold the Owner harmless from any and all actions at law or in equity and any and all claims, damages, loss, cost or expense (including but not limited to attorneys fees) arising from or related to the Contractor's performance of the Work and/or the breach of any of the Contractor's obligations set forth in this Contract or imposed by law.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain the stability of all material, equipment and Work and shall promptly make good and replace all poor or inferior materials, equipment and Work, and shall remedy all defects in materials, equipment or workmanship, all shrinkage, settlement, or other faults of any kind whatsoever arising therefrom, at his or their own expense and to the satisfaction of the Owner when notified in writing to do so by the Owner for a term of two (2) years from the date of the final acceptance thereof by the Owner, and if the Principal shall indemnify the Owner against any loss or damage by reason of the failure of the Principal so to do, then this obligation is to be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, and it is hereby expressly agreed that if at any time default shall be made in the performance of the terms and the conditions of this bond above specified, then, and in such event, we do by these presents empower the Owner's Solicitor, or any attorney of any court of record in the State, to appear in a Court of competent jurisdiction and have entered in favor of Upper Uwchlan Township a judgment against us for the said sum above mentioned, with costs of suit and release of errors, and we do hereby waive the right of inquisition on any real estate, and authorize the Prothonotary to enter our voluntary condemnation of the same and authorize the same to be sold upon a writ of Fieri Facias. We also waive the right of all laws now made or hereafter to be made exempting real or personal property from levy and sale and execution.

This bond shall become effective on the date on which the Owner shall accept, in writing, the Work provided under said Contract, and nothing herein shall impair or lessen to any extent the obligations of the Principal and Surety under and by virtue of the performance bond heretofore entered into by them.

SIGNED, SEALED AND DELIVERED IN QUADRUPLECPATE,

THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Individual Principals sign here)

In the presence of:

(Corporate Principals sign here)

Attest: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

(Surety sign here)

Witness:

**CONTRACTOR'S RELEASE OF LIENS**

The undersigned, \_\_\_\_\_ hereinafter known as CONTRACTOR, for itself, its subcontractors, and all parties acting through or under it, has furnished labor, equipment and materials, for the erection and construction of certain improvements consisting of \_\_\_\_\_ at property known as \_\_\_\_\_  
(Description)  
\_\_\_\_\_ for \_\_\_\_\_  
(Location) (Owner)

hereinafter known as OWNER and has agreed to release all liens which he or any of them have or might have on the improvement and the property by reason of materials furnished or Work performed for erecting and constructing the improvement; and

NOW, contingent upon receipt of final payment from the OWNER, the undersigned CONTRACTOR, for itself, its subcontractors and all parties acting through or under it, hereby remise, release and forever quit claim to OWNER, his heirs and assigns all liens, claims and demands which he or any of them now have or might or could have on or against the interest of OWNER in the improvement and the property for labor or materials previously or subsequently furnished for erecting and constructing the improvement, so that OWNER, his heirs and assigns shall hold and enjoy the improvement and the property free and clear from all liens, claims or demands for labor or materials furnished by the undersigned CONTRACTOR, which are hereby released and discharged.

**CONTRACTOR:** \_\_\_\_\_ **BY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

**NOTARY PUBLIC**

**CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS**

---

Upper Uwchlan Township Proj. No.: \_\_\_\_\_ T&M ASSOCIATES Proj. No.: UPUW 00052

Project: \_\_\_\_\_

TO: \_\_\_\_\_

(Owner)

Contract For: \_\_\_\_\_ Contract Date: \_\_\_\_\_

---

State/Commonwealth of:

County of:

The undersigned hereby certifies that to the best of his knowledge, information and belief, except as listed below,

The Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any, property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:** (if none, write "None". If required by, the Owner, the Contractor shall furnish bond satisfactory, to the Owner for each exception.)

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

**CONTRACTOR:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**ADDRESS:**

**BY:**

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public:

My Commission Expires:

**IN THE COURT OF COMMON PLEAS OF  
CHESTER COUNTY, PENNSYLVANIA**

**UPPER UWCHLAN TOWNSHIP**

Owner-Plaintiff : No:

v.

a \_\_\_\_\_

General Contractor-Defendant

and

a \_\_\_\_\_

General Contractor-Defendant

v.

**UPPER UWCHLAN TOWNSHIP**

Owner-Plaintiff :

**WAIVER OF LIENS**

**THIS WAIVER OF LIENS** is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_  
, a \_\_\_\_\_ ("General Contractor") in favor of  
**UPPER UWCHLAN TOWNSHIP** (the "Owner").

**BACKGROUND**

A. By a duly executed written agreement dated \_\_\_\_\_ (the "Contract"), Owner and General Contractor have contracted for services in connection with the design and construction of certain improvements as more fully described in the Contract (the "Improvements") to be erected on real estate known as \_\_\_\_\_ (the "Property").

B. By the terms of the Contract, General Contractor has covenanted, promised and agreed that no mechanics' or materialmen's liens or claims would be filed or maintained in the Property or any part thereof, or the curtilage or curtilages appurtenant thereto, either by himself for or on account of any work, labor or materials supplied in the performance of the Contract or under any supplemental contract or for extra work, in supervision of the design, erection, construction or completion of the Improvements on the Property or any of the curtilages appurtenant thereto.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and in the Contract, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The General Contractor, for itself and anyone else acting or claiming through or under the General Contractor, hereby waives and relinquishes all right to file a mechanics' lien, claim or notice of intention to file any lien or claim, and hereby covenants, promises and agrees that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the Improvements or the estate or title of Owner in the Property or curtilage or curtilages appurtenant thereto, by or in the name of General Contractor for work done or materials furnished under the Contract or by any other party acting through or under it or them or any of them for and about the Improvements or the Property or any part thereof, or on credit thereof, so that there shall not be any legal or lawful claim of any kind against Owner for any work done or labor or materials furnished under the Contract for and about the design, erection, construction or completion of the Improvements, or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in supervision of the erection, construction and completion of the Improvements as to any work and labor done and materials furnished under the Contract.

3. In order to give Owner full power and authority to protect itself, the Improvements, the Property, the estate or title of Owner therein, and the curtilage or curtilages appurtenant thereto against any and all liens or claims filed by the General Contractor or anyone acting under or through the General Contractor in violation of the foregoing covenant, the General Contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as attorney for it, them or any of them, in any such Court, and in its name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of the General Contractor any and all claim or claims, lien or liens, filed in violation of the foregoing covenant, for such act, a copy of this executed instrument shall be good and sufficient warrant and authority, and a reference to the Court, Term and Number in which and where this Agreement shall have been filed shall be sufficient exhibit of the authority herein contained to warrant such action, and the General Contractor does hereby remise, release and quitclaim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.

4. The General Contractor hereby warrants that no work or labor of any kind or nature whatsoever has as yet been done, and that no materials or services of any kind or nature whatsoever have as yet been furnished, by anyone under, towards or in connection with the execution or performance of the Contract, the Improvements or the Property.

5. This waiver shall bind the General Contractor, all subcontractors and all of their respective successors and assigns.

**IN WITNESS WHEREOF**, the General Contractor has caused this Waiver of Liens to be duly executed the day and year first above written.

**CONTRACTOR:**

Attest: \_\_\_\_\_

\_\_\_\_\_  
a \_\_\_\_\_

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

**CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

CONTRACT: \_\_\_\_\_

Before me, the undersigned, a \_\_\_\_\_

(Notary Public, Justice of the Peace, or Alderman)

in and for said County and State, personally appeared \_\_\_\_\_

(Individual).

\_\_\_\_\_  
Partner, or duly authorized representative of Corporate Contractor)

Who, being duly sworn according to law, deposes and says that all labor, material and outstanding  
claims and indebtedness of whatever nature arising out of the performance of the \_\_\_\_\_, 20\_\_\_\_\_

CONTRACT of \_\_\_\_\_ Upper Uwchlan Township \_\_\_\_\_ with \_\_\_\_\_  
(Owner) \_\_\_\_\_ (Contractor)  
have been paid in full.

\_\_\_\_\_  
(Individual, Partner, or duly authorized representative of Corporate Contractor)

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

In accordance with the provisions of the Contract dated \_\_\_\_\_ between \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_  
(Name and Address of Contractor)

\_\_\_\_\_  
Upper Uwchlan Township, 140 Pottstown Pike, Chester Springs, PA 19425  
(Name and Address of Owner)

The \_\_\_\_\_  
(Name and Address of Surety)

Surety on the Bond  
of \_\_\_\_\_  
(Name of Contractor)

After careful examination of the books and records of said Contractor, and after receipt of affidavit and releases, satisfies this Company that all claims for labor and materials have been satisfactorily settled, hereby approved of the final payment of said Contractor

\_\_\_\_\_  
(Name of Contractor)

and by these presents witness that payment to the Contractor of the final estimates shall not relieve the Surety Company of any of its obligation to the

\_\_\_\_\_  
Upper Uwchlan Township  
(Name of Owner)

For the \_\_\_\_\_  
MARSH CREEK WATERSHED PROJECT  
(Name of Project)

\_\_\_\_\_  
(Type of Work)

as set forth in the said Surety Company's Bond  
No.: \_\_\_\_\_

**IN WITNESS WHEREOF.** the said Surety Company has hereunto set its hand and seal this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
  

---

Witness:

\_\_\_\_\_  
(Name of Surety)

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

\_\_\_\_\_  
(Attorney in-Fact)

**CERTIFICATE OF OWNER'S ATTORNEY**

I, \_\_\_\_\_, the undersigned, the duly authorized and  
acting legal representative of \_\_\_\_\_ do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid Contracts has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said Contracts on behalf of the respective parties named thereon; and that the foregoing Contracts constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

\_\_\_\_\_  
DATE: \_\_\_\_\_

## **NOTICE OF AWARD**

The Owner, represented by the undersigned, has considered the Bids submitted for the Project in response to the Notice to Bidders and Contract Documents.

Since you are the lowest responsible Bidder, said Owner agrees to accept your Bid in the amount of

(Amount in Words)

\$\_  
(Amount in Numbers)

You are hereby notified that your Bid has been accepted for items:

You are required by the Contract Documents to execute a Contract with the Owner and to furnish the required Contractor's Payment and Performance Bond within ten (10) business days from the date of this Notice of Award.

If you fail to execute said Contract or to furnish said bond in writing within ten (10) business days from the date of this Notice of Award, the Owner will be entitled to exercise any rights arising out of the Contract Documents, including without limitation Owner's award of the Bid to another Bidder, the re-bidding of the Work, or any other action as the Owner may be entitled to under law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Owner or Owner's Representative

Name: \_\_\_\_\_

Title:

**ACCEPTANCE OF NOTICE:** Receipt of the above Notice of Award is hereby acknowledged by the Bidder

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

Name: \_\_\_\_\_

**NOTICE TO PROCEED**

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

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

You are hereby notified to commence Work on the above referenced Project in accordance with the Contract dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete all of the Work within 180 consecutive calendar days thereafter. The date of completion of all Work is therefore \_\_\_\_\_, 20\_\_\_\_.

Before you may start any Work at the site, the following items must be completed to the satisfaction of the Engineer:

\_\_\_\_\_  
(Owner)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE to PROCEED is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **GENERAL CONDITIONS**

### **ARTICLE 1. CONTRACT AND CONTRACT DOCUMENTS**

1.1 The plans, specifications and addenda, hereinafter enumerated in Paragraph 1 of the Supplementary General Conditions, shall form part of the Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

1.2 The Table of Contents, Titles, Headings, Running Headlines and Marginal Notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

1.3 The Contract Documents are intended to complement each other and any item exhibited in one part of the Contract Documents shall be performed as if required in all parts of the Contract Documents. Contractor shall carefully review all portions of the Contract Documents and shall call the Owner's attention to any conflict, omission or ambiguity. Owner's decision as to the true meaning of a disputed or ambiguous term in the Contract Documents shall be final.

### **ARTICLE 2. DEFINITIONS**

2.1 Whenever in the Contract Documents, the following terms are used, they shall have the meaning given here:

- A. "Owner" shall mean Upper Uwchlan Township.
- B. "Contractor" shall mean a person, firm or corporation with whom the Contract is made by the Owner, and primarily liable for the acceptable performance of the Work and for the payment of all debts pertaining to the Work.
- C. "Engineer" shall mean that person, firm or organization designated by the Owner, acting directly or indirectly through authorized representatives.
- D. "Inspector" shall mean that person, firm or organization and designated assistant representing the Engineer, who are authorized to inspect all materials, appurtenances, and equipment furnished for the Work, and report to the Engineer as to the progress of the Work and the manner in which it is being performed.
- E. "Notice" shall mean a written notice.
- F. "Plans" shall mean Contract Drawings which accompany the Specifications and show the Work to be constructed, such details and explanatory drawings as may be furnished from time to time during the progress of Work, and drawings furnished by the Contractor and approved by the Engineer.
- G. "Subcontractor" shall mean any individual, firm or corporation who contracts with the Contractor to perform Work at or about the construction site, for or on behalf of the Contractor, in a manner other than or in addition to the furnishing of materials, plans and equipment or only labor for the project site. All references to Contractor in the Contract shall apply equally to Subcontractors of the prime Contractor also for the performance of Work at the site.
- H. Whenever in these Contract Documents the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like meaning are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words of like import shall mean approved by, or acceptable to, or satisfactory to the Engineer, acting in his capacity as consultant and/or inspector for the Owner.
- I. "Work" shall mean all matters, services, and things, herein agreed to be furnished or done by or on the part of the Contractor, by employees of the Contractor and any Subcontractor.

### **ARTICLE 3. INTENT OF DOCUMENTS**

3.1 The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Work. The Engineer, after consultation with the Owner, shall make determinations as to the meaning or

intent of any portion of the Specifications or Plans, and where the same may be found obscure or in dispute he shall have the right to correct any errors or omissions therein. All Work that may be called for in the Specifications and not shown on the Plans, or shown on the Plans and not called for in the Specifications, shall be executed and furnished by the Contractor as if described in both ways; and should any incidental Work or material be required which is not denoted in the Specifications or Plans, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same to be implied and required and shall perform all such Work and furnish all such materials as fully as if they were particularly delineated or described, and without extra cost to the Owner. In case of any conflict or inconsistency between the provisions of the Specifications and the Plans, the Specifications shall govern.

#### ARTICLE 4. CONTRACT DOCUMENTS

- 4.1 The Contractor shall keep one (1) record copy of all Contract Documents at the site of the Work in good order and marked to show the progress of the Work and shall make same available to Engineer or his representative.
- 4.2 The Plans and Specifications are instruments of service; reproduction of them in whole or in part shall not be permitted without the consent of the Engineer. Copies of Plans and Specifications utilized during the construction period shall be returned to the Engineer on his request at the completion of the Work.

#### ARTICLE 5. OBLIGATIONS OF THE CONTRACTOR

- 5.1 The Contractor shall be deemed and considered an independent Contractor in respect to the Work covered by this Contract and shall assume all responsibility and expense for the Work, for risks and casualties of every description arising out of the nature of Work, the action of the elements, or unforeseen or unusual difficulties. The Contractor shall assume all liability for loss by reason of neglect or violation of Federal, State or Municipal Laws, ordinances or regulations, loss by fire, loss due to work necessary to conform to the laws, ordinances and regulations referred to and included in this Contract. In case any injury be done to any person, or to any public or private property by, or as a consequence of or during the progress of any operation under this Contract, or by any act or omission on the part of the Contractor or his agents or employees, the Contractor shall, at his own expense and cost, make good such damage, in such a manner as may be required. In case of failure on the Contractor's part to promptly make good such damages, the Owner shall have the right to deduct the cost of such work or expenses from any monies due or which may thereafter become due to the Contractor under this Contract; or to recover the same from the Contractor or his Surety.
- 5.2 The Contractor shall furnish all labor and materials, plant, power, tools and transportation necessary or proper for performing and completing the Work in the manner and within the time specified and shall do at his own expense everything mentioned as his duty under this contract and all incidental Work. The Contractor shall pay all fees for permits, all royalties and fees for products, or processes used, and all other incidental expenses, assume all risk, loss or damage arising out of the Work. The Contractor shall construct and complete the Work in accordance with this Contract, the plans and specifications and to the satisfaction of the Engineer. Any Work necessary to be performed after regular working hours, on Sunday or Holidays, shall be performed without additional expense to the Owner.
- 5.3 It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, conformation of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. The Contractor agrees that the documents, plans and specifications involve no danger to person or property, if the Work be done without fault or negligence on their part. No verbal agreement or conversation with any officer, agent or employee of the Owner either before or after the execution of this Contract, shall affect or modify any of the terms or obligations contained herein.
- 5.4 The Contractor shall maintain an office, with adequate provisions for receiving and delivering messages, at all times, from start until the completion of the Work. Complete copies of Plans and Specifications shall be kept at such office at all times and individual copies of drawings shall be kept at locations where they apply when the Work has started.
- 5.5 The Contractor shall, at all times when the Work is in progress, keep a competent representative, construction superintendent or foreman (the "Superintendent") on the site who shall have full authority to receive and execute orders. It is understood that such a representative shall be acceptable to the Engineer. The Contractor's Superintendent shall not be changed except with the consent of the Engineer, unless the Superintendent proves to be unsatisfactory to the Contractor and/or his or her dismissal has been demanded by the Engineer.

- 5.6 The Contractor shall give the Work the constant attention necessary to facilitate the progress using the best skills and workmen. He shall cooperate with the Engineer and his inspector, with other Contractors authorized to perform Work adjacent to or within the physical limits of the Contract and with residents whose properties are within or adjacent to the Work areas.
- 5.7 The Contractor shall furnish, construct, and maintain whatever walkways, platforms, ladders, stairways and other facilities as may be necessary of usual and suitable character and adequate strength to provide properly for all operations of construction and inspection of Work under the Contract.
- 5.8 Equipment to be furnished shall be new, first-class or shall meet with the approval of the Owner or its duly authorized representative. All equipment shall conform to the requirements of these specifications and any equipment condemned by the Owner as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

#### **ARTICLE 6. ASSIGNING OR SUBLETTING**

- 6.1 The Contractor shall, at all times and in all respects, be the party primarily responsible to the Owner for the performance of the Contract. The Contractor shall not sell, transfer, assign or otherwise dispose of his obligation to the Owner or any payment or payments which may accrue hereunder without prior written consent of the Owner.
- 6.2 Unless authorized by special written consent of the Owner to do otherwise, the Contractor shall perform with his own organization and with the assistance of workpersons under his immediate supervision, Work of a value of not less than sixty (60%) percent of the Total Bid Amount for the Contract. Specialty items may be performed by a subcontractor, subject to the requirements prescribed below, and the cost of any such specialty items so performed by subcontractor may be deducted from the Total Bid Price before computing the amount of Work to be performed by the Contractor with his own organization.
- 6.3 Requests for permission to subcontract any portion of the Contract shall be made to the Engineer in writing and be accompanied by proof that the organization, which will perform the Work, is particularly equipped and capable to perform such Work. These requests shall also define the Work to be performed by each proposed subcontractor and the total value of such sublet Work. Insurance shall be provided by the Contractor, on behalf of each subcontractor, to cover the sublet Work as specified in other sections of the Specifications, and the proof of such insurance furnished to the Owner together with above-mentioned requests.
- 6.4 Subcontractor's Work shall not begin until approval thereof has been secured from the Owner or his Duly Authorized Representative. It is understood, however, that any consent for the Subcontracting of any of the Work under the Contract in no way relieves the Contractor from his full obligations under the Contract. The Contractor shall be responsible for all acts or omissions of any Subcontractor or supplier and shall be liable for all damages caused by acts or omissions of any Subcontractor or supplier.
- 6.5 The consent to sublet any part of the Work, or obtain supplies, shall not be construed to be an approval of the said Subcontract, supply contract, or any of its items, but shall operate only as an approval to make a subcontract or Supply contract between the Contractor and Subcontractor or supplier. The Subcontractor agrees, as a condition of entering into a subcontract on the Work, that he shall make no claims whatsoever against the Owner, the Engineer, or any duly Authorized Representative of either, for any Work performed or things done by reason of said subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and Subcontractor by the Subcontract.
- 6.6 The provisions of this Contract as to performance by the Contractor shall apply to any Subcontractor, his officer, agents or employees in all respects as if he and they were employees of the Contractor and all the Work and materials furnished by the Subcontractor shall be subject to the provisions hereof as if furnished directly by the Contractor.

#### **ARTICLE 7. MEMBERS AND AUTHORIZED REPRESENTATIVES OF THE OWNER NOT LIABLE**

- 7.1 No claims of any type shall be made by the Contractor against any member, officer, agent or employee of the Owner or the Engineer by reason of this Contract or any of its provisions.

#### **ARTICLE 8. CONDITIONS AT SITE NOT GUARANTEED**

- 8.1 The Owner and the Engineer make no statements and give no guarantees as to the conditions which will be found at the site of Work.

## ARTICLE 9. CONTRACTOR'S TITLE TO MATERIALS

9.1 No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work, free from all liens, claims, or encumbrances.

## ARTICLE 10. INSPECTION AND TESTING OF MATERIALS

10.1 All materials and equipment used in the construction of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. Materials of construction, particularly those upon which the strength and durability of the Work may depend, shall be subject to inspection and testing to establish conformance with the specifications and suitability for the uses intended.

10.2 The laboratory or inspection agency shall be selected by the Contractor and shall be subject to the approval of the Engineer. Three (3) copies of all certified laboratory test results shall be supplied to the Engineer. All expenses caused by the inspection of any material or equipment shall be borne by the Contractor. Satisfactory documentary evidence that material has passed the required inspection and testing must be furnished to the Engineer prior to its incorporation in the Work, and rejected material must be promptly removed from the premises. The costs associated with all tests required for the Work, including but not limited to tests for poured-in-place concrete, asphalt compaction testing, backfill, compaction and testing of soil samples, shall be borne by the Contractor.

10.3 Mill inspection and test certificate for any materials and equipment used in the construction shall be submitted when such certificates are requested by the Engineer to establish conformance with the specifications. Any materials and equipment, which in the opinion of the Engineer is not suitable for the intended use, shall be subject to testing or re-testing from the certified laboratory approved by the Engineer. All expenses caused by such inspection and testing of the materials and equipment shall be borne by the Contractor.

## ARTICLE 11. "OR EQUAL" CLAUSE

11.1 Any reference to an item of equipment or material by a specific manufacturer's brand or trade name in these contract documents is intended merely as a standard. Products or material of other manufacturers, which in the opinion of the Engineer are the equal of that specified (considering quality, workmanship and economy of operation) and are suitable for the purpose intended, may be substituted upon receipt of written approval issued by the Engineer.

11.2 The Contractor shall not substitute an alternate manufacturer's product or materials without prior written approval of the Engineer.

## ARTICLE 12. ROYALTIES AND PATENTS

12.1 The Contractor shall pay all royalties and license fees entailed by the use of any patented equipment, materials or methods of construction. He shall defend all suits and claims for infringement of any patent rights and shall hold the Owner harmless on account thereof, including all costs, counsel fees or any other expense to which the Owner may be put by reason of the Contractor's failure to defend such suit or suits.

## ARTICLE 13. PERMITS, LICENSES AND CERTIFICATES

13.1 The Contractor shall procure and pay all expenses for licenses of a temporary nature necessary for the prosecution of the Work. Permits, licenses and easements for permanent structure or permanent changes in the existing facilities shall be obtained and paid for by the Owner, unless specified otherwise in the appropriate section of the Contract Documents. The Contractor shall give proper notice and shall comply with all federal, state and local laws, ordinances and rules bearing the conduct of Work during the performance of the Contract. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations without written notice to the Engineer and Owner, the Contractor shall bear all costs arising therefrom.

#### ARTICLE 14. REPORTS, RECORDS AND DATA

14.1 The Contractor shall submit to the Engineer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Engineer may request, concerning Work performed or to be performed under the Contract.

#### ARTICLE 15. ACCESS TO WORK

15.1 The Owner, the Engineer and his assistants, subordinates and all persons bearing the authorization of the Owner shall have access at any time to the Work and the premises used by the Contractor; or to any plant or place where materials are being made or stored for the Work.

#### ARTICLE 16. ENGINEER AND INSPECTORS

16.1 The Engineer or his representatives shall be onsite throughout the course of construction to inspect the Work performed. The inspector or such designated assistant shall observe the Work done at the site, the materials furnished and the progress of Work. The inspector shall report to the Engineer if the Work performed by the contractor fails to fulfill the requirements of the Contract, plans and specifications. The inspector shall call the attention of the Contractor to any such failures, deficiencies, and other infringements. Such inspection, however, shall not relieve the Contractor from any obligations to perform the Work in strict compliance with the requirements of the plans and specifications. In case of any dispute as to the materials furnished or the manner of performing the Work, or the progress of the Work, the inspector shall have the authority to suspend the Work until the question at issue can be referred to and be decided by the Engineer.

16.2 The inspector shall not be authorized to revoke, alter, relax or release any requirements of the plans and specifications, or to issue any instructions contrary to the plans and specifications. The inspector shall, in no case, act as a foreman or perform other duties for the Contractor, nor interfere with the management by the latter. Any advice, which he may give to the Contractor, shall, in no way, be considered as binding on the Engineer or on the Owner, in any way, nor shall such advice relieve the Contractor from the fulfillment of his obligations.

#### ARTICLE 17. AUTHORITY OF ENGINEER

17.1 The Engineer shall make all necessary interpretations as to the meaning of the Plans and Specification; shall give all orders and directions necessary for the prosecution of the Work within the scope of this Contract. The Engineer shall determine in all cases the quantity, quality, acceptability and fitness of several kinds of materials and Work which are to be paid for under this Contract and shall decide every technical question which may arise relative to the fulfillment of this Contract on the part of the Contractor.

17.2 The Engineer's estimates and decisions as to any questions pertaining to the Contract which may arise between the parties hereto shall be considered final, conclusive, and binding upon the Contractor, and compliance with such estimates and decisions shall be considered a condition precedent to the right of the Contractor to receive any money under this Contract.

17.3 The aforesaid authority of the Engineer shall not be interpreted as giving the Engineer the right to hire or fire employees of the Contractor, provided the performance of such employee does not adversely affect the quality of the Work performed in meeting the requirements of the plans and specifications of this Contract. The Engineer does reserve the right to determine whether the Work of this Contract has been performed in accordance with the plans and specifications of the Contract.

17.4 The Engineer or the inspector shall not be responsible for any safety precautions incident to the construction at or near the site of Work.

17.5 If the Engineer shall at any time be of the opinion that the Contractor is not progressing with the Work as necessary to ensure its completion within the specified time, is neglecting to remedy any imperfections or to repair damage to public or private property, continues to employ or reemploy negligent or careless persons, is conducting the Work in a manner disapproved by the Engineer, is failing to prosecute the Work in accordance with the provisions of the Specifications, stops or abandons the Work on any part of the construction without the written consent of the Engineer, or is otherwise violating any of the provisions of the Contract, then the Engineer may give the Contractor written notice of the specific deficiencies and order him to remedy the same.

17.6 If, after five (5) days from the date of such notice, the Contractor shall have failed to comply therewith, then the Engineer may suspend any or all the Work, or the Owner may withhold all the payments until the orders are carried out. The Owner, upon recommendation from the Engineer, will have the right to hire another contractor to complete the remaining Work. Any additional costs incurred in carrying out such Work shall be paid by the Contractor and his Surety.

#### ARTICLE 18. ACCIDENT PREVENTION

18.1 The Contractor shall perform all Work with due regard to the safety of persons and property. The Contractor shall take precautions at all times to prevent injury, or death of any and all persons at or near the site of the Work, or engaged in the performance of the Work, and to prevent damage to or loss or destruction of any property located at or near the site. Such precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect the potentially dangerous conditions at or near the Work, all measures necessary to protect the Work and persons against weather and other conditions, and the enforcement of reasonable safety regulations among all persons at site and compliance with any safety requirements imposed by any governmental authority having jurisdiction. The Contractor shall maintain an accurate record of all cases of death, occupational diseases, and injury requiring medical attention or causing loss of time from Work, arising out of and in the course of employment on Work under this Contract. The Contractor alone shall be responsible for the safety of the workers and materials; the efficiency and adequacy of his plant and appliances; the construction methods; and any damages, which may result from their failure or improper construction supervision, maintenance and operation.

18.2 The presence of the Engineer or his authorized representative at the site of the Work shall not be interpreted as supervising the Contractor's workers. The Engineer or the inspectors shall not be responsible for the safety precautions to prevent damage to or loss or destruction of any property incidental to the construction at or near the site of Work.

18.3 The Contractor, shall not store inherently dangerous materials such as, but not limited to, explosives and detonators of all types, powders, actuated pin drivers, flammable petroleum products, caustics and acids and other dangerous materials of all types at or near the site.

18.4 The storing, handling and use of explosives and highly inflammable materials shall conform to Federal, State and Local Regulations relating thereto. Whenever any blasting is necessary, it shall be done by a licensed blaster and strictly in accordance with the appropriate section of these Specifications. Proper means shall be used to avoid blasting damage to public and private properties. Flagmen shall be provided in order to warn and keep traffic from the danger area, and all persons within the danger area shall be warned and given time to withdraw.

#### ARTICLE 19. ACCIDENTS

19.1 The Contractor shall provide such equipment and facilities that are necessary or required for first aid service to anyone who may be injured in the progress of the Work. The Contractor shall have standing arrangements with local hospitals for the removal and hospital treatment of any employee who may be injured or who may become ill.

19.2 The Contractor shall keep records of all accidents in a bound book, including such records and data as may be required by the Department of Labor of the respective states in which the Work is being performed. He shall also make daily reports of all said accidents to the appropriate Insurance Companies.

19.3 The Contractor must properly report in writing to all proper Federal and State Authorities, and to the Engineer and the Owner, within forty-eight (48) hours of said occurrence, all accidents arising out of or in connection with the performance of the Work, whether on or adjacent to the site, which cause death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone to the local police and to the Engineer.

19.4 If any third person or any subcontractor on account of an accident in connection with the Work makes any claim against the Contractor the Contractor shall promptly report the facts in writing to the Engineer and the Owner, giving full details of the claim.

#### ARTICLE 20. EMPLOYMENT OF WORKERS

20.1 The Contractor shall employ only competent and efficient laborers and first class mechanics or artisans for every kind of Work, and whenever any person is unfit to perform his or her task, or does the Work contrary to direction, or conducts himself or herself improperly, the Contractor must discharge such employee immediately and not employ him or her again on the Work.

20.2 With respect to all Work to be performed under this Contract, the parties to this Contract do hereby agree:

- A That in hiring of persons for the performance of Work under this Contract or any Subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, neither the Contractor nor any of the Subcontractors, nor any person acting on behalf of the Contractor or Subcontractor, shall by reason of race, creed, color, sex, national origin, or ancestry, discriminate against any person who is qualified and available to perform the Work to which the employment relates.
- B All workpersons employed by the Contractor or any Subcontractor at the site of Work under the Contract shall be paid the prevailing rate of wages for the Work as required under the special provisions of wage rates as applicable to the Contract.

#### ARTICLE 21. INDEMNITY

21.1 The Contractor agrees to indemnify, defend and hold harmless the Owner and the Engineer and their agents and employees, from all suits and claims for damages for loss or injury to person or property including attorney's fees arising during the performance of Work covered under this Contract, including all claims for Workmen's Compensation.

21.2 The Contractor shall include a rider in his Liability Insurance Policies, which shall provide for Contractual Liability covering the obligation to the Owner and the Engineer as provided in this Paragraph and the Hold Harmless Clause.

#### ARTICLE 22. CONTRACT SECURITY

22.1 Simultaneously with the execution and delivery of this Contract, the Contractor shall furnish a Performance Bond in an amount at least equal to One Hundred Percent (100%) of the Contract Price as security for the faithful performance of this Contract and also a Payment Bond in an amount not less than One Hundred Percent (100%) of the Contract Price as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this contract.

22.2 In case any of the sureties upon the Bond shall become insolvent or unable, in the opinion of the Owner, to pay promptly the amount of such Bond to the extent to which the Surety might be liable, then the Contractor, within five (5) days after notice by the Owner to the Contractor, shall, by supplemental bond or otherwise, substitute another and sufficient Surety approved by the Owner in place of the Surety so insolvent or unable. If the Contractor shall fail within five (5) days or such further time, if any, as the Owner may grant to substitute another and sufficient Surety, then the Contractor shall, if the Owner so elects, be deemed to be in default in the performance of his obligation hereunder upon the said Bond, and the Owner, in addition to any and all other remedies, may terminate this Contract or may bring any proper suit or proceedings against the Contractor and the Sureties, or either of them, or may deduct from any monies then due as a collateral security for the performance of the condition of the Bond.

#### ARTICLE 23. CONTRACTOR INSURANCE REQUIREMENTS

23.1 General Insurance Requirements

- A The Contractor shall not commence Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Owner nor shall the Contractor allow any Subcontractor to commence Work on any Subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Owner of original certificates of insurance signed by authorized representatives of the insurers or, at the Owner's request, certified copies of the required insurance policies.
- B Insurance as required hereunder shall be in force throughout the term of the Contract and for two (2) years after final acceptance of the Project by Owner. Original certificates signed by authorized representatives of the

insurers or, at the Owner's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Owner throughout the term of the Contract and for two (2) years after final acceptance of the Project by Owner.

- C The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Contractor unless any such requirement is expressly waived or amended by the Owner in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Owner immediately upon request.
- D All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until thirty (30) days prior written notice has been given to the Owner. **Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.**
- E No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.
- F If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Owner for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Owner denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.
- G All required insurance coverages must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the Owner. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Owner grants specific approval for an exception. The Owner hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers Insurance Fund of Pennsylvania.
- H Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to Owner's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.
- I Any and all return premiums and/or dividends for insurance or coverage directly charged to the Owner by the Contractor in connection with this Contract shall belong to and be payable to the Owner.
- J If the Owner is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto.
- K **Each insurance policy required by this contract, except for the Workers' Compensation policy, shall contain the following clauses:**

*"The Township, its employees, T&M ASSOCIATES, agents, officials and volunteers are hereby added as additional insured as respects the operations and activities of this Contract."*

- L Nothing herein contained shall be construed as limiting in any way the extent to which contractor may be held responsible for payments of damages to persons or property resulting from contractor's or its subcontractor(s) performance under this contract.

23.2 Without limiting contractor's indemnification, it is agreed that contractor shall maintain in force at all times during the performance of this Contract, the following policies of insurance:

**General Liability**

Comprehensive General Liability, including

Premises & Operations	\$1,000,000 per Occurrence
Products & Completed Operations	Combined Single Limit
Contractual Liability	Occurrence Form
Personal Injury Liability	

Broad Form Property Damage Independent Contractors' Liability	
<u>Excess Liability</u>	\$5,000,000 per Occurrence \$5,000,000 Aggregate
<u>Automobile Liability</u>	
Comprehensive Automobile Liability Covering, as applicable, owned Non-owned, and hired automobiles, Including contractual liability.	\$1,000,000 per Occurrence Combined Single Limit Occurrence Form
<u>Automobile Physical Damage and/or Inland Marine (as appropriate)</u>	Functional Replacement Cost New
<u>Workers' Compensation &amp; Employers' Liability</u>	
Workers' Compensation Employers' Liability	Statutory \$500,000 per Occurrence

23.3 The Contractor shall provide and maintain at the Contractor's own expense, until the completion and acceptance of the Contractor's Work under this Contract, the following additional forms of insurance in a company or companies satisfactory to the Owner.

A Compensation Insurance: The Contractor shall take out and maintain during the life of this Contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project and in case any Work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employee engaged in hazardous Work under this Contract, at the site of the project, is not protected under the Workmen's Compensation Statute, the Contractor shall provide and cause each Subcontractor to provide adequate insurance for the protection of these employees not otherwise protected.

B Fire Insurance: The Contractor shall secure at the time herein required for the furnishing of the other insurance coverages, fire insurance policies in the name of the Owner, in amounts, form and companies satisfactory to the Owner upon such structures and materials as may be damaged by fire, which insurance shall be payable to the Owner for the benefit of the Contractor and/or the Owner, as the Engineer may find their interests to appear. This insurance coverage may be increased or reduced as the extent required varies during the progress of the Work.

C Builder's Risk Insurance: The Contractor, during the progress of the Work and until completion of the entire contract and notification thereof to the Contractor by the Owner, shall maintain insurance on all Work included in the Contract against loss or damage by fire, lightning, wind, explosion and those perils covered by extended coverage endorsement and vandalism and malicious mischief endorsement on the completed value form, in the name of the Owner, the Contractor, and the Trustee, if any, of the bond issue of the Owner as their respective interests may appear in an amount equal to one hundred percent (100%) of the insurable value for each building or structure and materials and equipment included in this Contract as shall fully protect the interests of the Owner and the Contractor. The risk of damage to the construction Work due to the perils covered by said insurance, as well as any other hazards which might result in damage to the construction Work, is that of the Contractor and Surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractors.

#### ARTICLE 24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

24.1 Within seven (7) days following execution and delivery of the Contract, the Contractor shall submit to the Engineer for approval a construction schedule showing the proposed dates of commencement and completion of each of the various subdivisions of the Work. The Contractor shall begin actual Work on the ground not later than ten (10) days of the "Notice to Proceed" issued, in writing, by the Owner. The construction schedule will show the weekly schedule of Work and the anticipated amount of each monthly payment that will become due to the contractor in accordance with the proposed schedule. After the commencement of the Work, the Contractor shall submit to the Engineer a daily work schedule on a weekly basis for the Work he intends to perform the following week. Contractor shall promptly notify the Engineer of any proposed changes in the schedule.

24.2 The Contractor shall also furnish on the forms to be supplied by Engineer:

A A detailed estimate giving a complete breakdown of the contract price for each subdivision of the Work, and

B        Periodic itemized estimates of Work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

#### ARTICLE 25.     CONTRACT PAYMENTS

25.1     The Contractor hereby agrees to accept payment at the Unit Price Bid in the proposal for performing and completing the Work, for furnishing all labor, materials, equipment, transportation and all else necessary therefore, and all incidental expenses in connection therewith, for any loss by damage to or destruction of the Work as provided in the Contract, for any additional expenses on account of unforeseen difficulties encountered for settlement of claims, and for replacement of defective Work and materials for two (2) years after acceptance of the Work by the Owner.

#### ARTICLE 26.     PARTIAL PAYMENTS TO CONTRACTOR

26.1     During the progress of the Work, except as herein stipulated, the Contractor will prepare and deliver to the Engineer's office payment requests not later than the Monday one (1) week prior to the regularly scheduled meeting. Payment requests shall itemize the amount and value of the Work completed and materials fully incorporated in the Work by the Contractor according to the terms of the Contract. Such request may at any time be withheld or reduced, if in the opinion of the Engineer, the Work is not proceeding in accordance with the Contract. Payment shall be made on the basis of duly certified and approved measurements of the Work performed up to the date of the request. After inspection and acceptance by the Engineer of the materials and/or Work, receipt of the successful bidder's invoice, and the approval of the invoice by the Engineer, payment shall be made to the Contractor within thirty (30) days.

26.2     Current payment requests will be reduced by ten (10%) percent of the value of the Work completed and shall be retained by Owner until Final Completion and acceptance of all the Work covered by this Contract.

26.3     Upon request by the Contractor, the Owner, at any time after fifty (50%) percent of the Work has been completed as determined based upon the Total Contract Price, may, if it finds that satisfactory progress is being made, reduce the percentage retained on all subsequent progress payments to five (5%) of the value of the Work completed for the duration of the Contract except where otherwise authorized in this Contract.

26.4     In preparing payment requests, the materials delivered on the site and preparatory Work done may be taken into consideration. The amount allowed in connection with materials furnished but not incorporated in the Work shall in all cases be fifteen (15%) percent of the value of such materials. The value of materials shall be as determined by the Engineer, and such value will be included in the payment request only if the materials have been delivered to the site of Work, are properly stored and protected, have been inspected and approved, and if the Contractor has furnished the Owner with satisfactory releases of liens for said materials. The Contractor shall, as a prerequisite to such payment, take "All Risk Insurance" to cover the value of such material.

26.5     If it becomes evident, on the basis of the approved progress schedule or otherwise, that the completion date for the Work will not be met, the Owner reserves the right to retain ten (10%) percent of the value of the Work done throughout the entire contract period and to make additional retainage in the amount of the liquidated damages which have apparently accumulated. In addition, the Owner shall have the right to retain out of monies due to the Contractor any amounts claimed by the Owner to be due from the Contractor, to the extent that such amounts claimed exceed the regular retainage provided for herein.

26.6     The Contractor agrees that he will indemnify and hold the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material suppliers and furnishers of machinery and parts thereof, equipment, power tools, and all suppliers, including commissary, incurred in the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to do so, then the Owner may either pay unpaid bill, of which the Owner has written notice, direct Contractor to do same, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged. Upon receiving satisfactory evidence from the Contractor, the Owner may resume further payment to the Contractor in accordance with the terms of this Contract. But, in no event shall the provisions of this sub-section be construed to impose any obligations upon the Owner, the Engineer, or their authorized representatives. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26.7 When the Work is suspended as provided in the Contract, no payment will be made for Work done by the Contractor on suspended Work.

26.8 When the Work of the Contract is being satisfactorily carried to completion within the prescribed time, and is substantially completed, the Owner, at its sole discretion and being under no obligation to do so, may upon written request by the Contractor, reduce the retainage below the amounts set forth above.

26.9 For the purpose of assisting the Engineer in determining the value of the Work accomplished each month, the Contractor shall furnish the Engineer with detailed estimates of the several kinds of Work and materials entering into the various scheduled items of Work.

#### ARTICLE 27. CHANGES IN THE WORK

27.1 The Engineer shall have the right to make such alterations in the plans or in the character of the Work as may be considered necessary or desirable from time to time to fully and satisfactorily complete the construction, provided such alterations do not change materially the original Plans and Specifications. Such alterations shall not be considered a waiver of any condition of the Contract nor invalidate any of the provisions thereof.

27.2 Should such alterations in the Plans result in an increase or decrease in the quantity of the Work to be performed, without a change in character, the Contractor shall accept payment in full at the Contract unit prices for the actual quantities of Work done. Should such alterations result in a change in the character of the Work which is productive of increased or decreased cost to the Contractor, a fair and equitable sum shall be agreed upon, in writing, by the Contractor and Engineer and shall be submitted to the Owner for review, consideration and approval before such Work is begun. If said increase or decrease is approved by the Owner, said sum shall be added to or deducted from the Contract Price, as the case may be. Where a change involves both the omission and addition of items of Work, such Work omitted shall be deducted from that added before any profit is computed. No allowance will be made for anticipated profits.

#### ARTICLE 28. EXTRA WORK

28.1 Work and materials of a character for which no price is named in the Contract shall be considered as extra Work, which shall be done by the Contractor only upon written order signed by the Engineer, at a price to be previously agreed upon in writing by the Contractor and the Engineer and approved by the Owner.

28.2 The Contractor shall submit to the Engineer for review and approval a proposal for such extra Work. Such proposal should define the Scope of Work, and shall include the separate costs for labor, equipment and material required to complete the extra Work. Overhead and profit shall be negotiated at percentages that may vary according to the nature, extent and complexity of the extra Work involved.

28.3 No bill or claim for extra Work or materials shall be allowed or paid unless the doing of such Work or furnishing of such extra material shall have been authorized in writing, signed by the Engineer and approved in writing by the Owner. If the Contractor shall proceed with such extra Work after receiving the written authority, as hereinbefore provided, then such Work shall be controlled by all the terms and provisions of this Contract, subject to such prices as are agreed by the Contractor and Owner.

#### ARTICLE 29. FINAL PAYMENT

29.1 When all Work required under the Contract has been completed, and in the opinion of the Engineer is ready for final acceptance by the Owner, a final certificate of cost of the Work will be made by the Engineer, based on the actual As-Built quantities of authorized Work done under the Contract, adjusted for Contract Modifications, if any, at the unit price or prices stipulated therein.

29.2 Final payment including the withheld Retainage shall become payable thirty (30) days after the Engineer indicates to the Owner that the final certificate of cost is approved, provided, however that before such final payment is made, the following requirements shall be satisfied:

- A There shall be no outstanding claims against the Contractor filed with the Owner.
- B The Contractor shall have paid all due obligations and shall have furnished when directed by the Owner or his duly Authorized Representative receipted bills or other satisfactory evidence that all obligations incurred by him and by his subcontractors, in carrying out the Work, have been satisfied.

C The Contractor shall execute and deliver to the Owner a Contractor's Release of Liens as provided herein.

29.3 The acceptance by the Contractor of his final payment under the foregoing circumstances shall operate to release the Owner, the Engineer and their employees and agents from all claims and liabilities to the Contractor for anything done, furnished or omitted to be done for or relating to the Work, or any act or neglect of the Owner or any person relating thereto.

29.4: The acceptance of the final payment by the Contractor shall not be considered as relieving the Contractor and his Surety from their indemnity obligations and guarantees of the Work after final payment as provided in these documents and specifications.

#### **ARTICLE 30. GUARANTEE AND SERVICES AFTER FINAL PAYMENT**

30.1 Neither the final certificate of payment nor any provisions in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work and pay for all costs for such repairs and any damage to other Work resulting from these defects, which shall appear within a period of two (2) years from the date of final acceptance of the Work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

30.2 After the final payment to the Contractor, when repairs or replacements are required, the Owner or his authorized agents will notify the Contractor in writing, advising him of the extent of faulty materials or workmanship on the Contract. The Contractor, within seven (7) calendar days of the receipt of such notice, shall begin to perform the necessary corrective Work, and shall carry it through expeditiously until it is satisfactorily completed. If the Contractor delays to correct the Work beyond twelve (12) calendar days from the date of said notice, the Owner shall have the right to proceed to have the Work done and charge all such costs to the Contractor and his Surety on the Maintenance Bond.

#### **ARTICLE 31. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

31.1 It is hereby understood and agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract for the Work are ESSENTIAL CONDITIONS of this Contract and that TIME IS OF THE ESSENCE. The Contractor will be required to begin Work on or before the date specified in "Notice to Proceed", issued in writing by the Owner, and shall complete all Work within the time(s) specified in the Contract Documents, unless the Completion time is extended as provided in the Contract. The Contractor shall so schedule the various phases of the Work such that it may be completed at the earliest possible date. It is understood and agreed by the Contractor that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic ranges and usual industrial conditions prevailing in this locality.

31.2 If the Work is not completed within the time(s) specified, the Contractor shall therefore pay to the Owner for each and every calendar day that the Contractor is in default in completing the Work or portions thereof, the sum specified in the Contract Documents as liquidated damages. The daily sums herein contracted to be paid by the Contractor for any default in the completion of the said Work or portions thereof are agreed upon not as penalties but as compensation for the liquidated damages which the Owner will suffer by reason of such default, loss or use of property, interest on monies borrowed, increased administrative and other tangible and intangible losses.

#### **ARTICLE 32. EXTENSION OF TIME**

32.1 The Owner shall have the right, at its discretion, to extend the time for the completion of the Work beyond the time stated in the Contract (or as modified by any Contract thereto) and will grant such an extension upon completion of Work, if the Contractor shall be actually and necessarily delayed by reasons of any labor strike not caused, instituted or provoked by the Contractor or any subcontractor, agent, or representative of public authority or by suspension of Work by the Owner, or by any order, rule or regulations of any federal or state agency, or by any other cause deemed sufficient to the Owner. The extension of time shall be for the actual period of such delays. Such extension may not be allowed unless a claim therefore is presented in writing to the Engineer during the occurrence of the cause of the delay and within ten (10) days of the commencement thereof.

32.2 The Owner shall be fully empowered to deduct from the periodic payments and the final estimate of the amount due to the Contractor, the amount of any damages as elsewhere provided in the Contract Documents for each day that the Contractor shall be in default for the completion of the Work beyond the date to which the time of said completion shall have been extended by the Owner.

#### ARTICLE 33. OWNER'S RIGHT TO STOP THE WORK

33.1 If the contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the contract documents, the Owner or the Owner's authorized representative may order the contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

#### ARTICLE 34. ANNULMENT OF CONTRACT

34.1 If, in the event of a National or state-wide emergency, construction is stopped, either directly or indirectly, by any federal or state agency, or when the Owner deems it advisable in the interests of the Owner, the Owner may annul the Contract, without liability, on written notice to the Contractor.

34.2 If the Contractor is not in default at the time of annulment, payments will be made for all the Work duly completed under the terms and conditions of the Contract, except payments will be made in such amounts as the Owner may consider just and proper for such parts of the Work that are not fully completed and for expenditures in connection with the preparing for and moving equipment to and from the Work for which the Contractor is not otherwise compensated. It is understood and agreed, however that no payments shall be made for any claims for loss of anticipated profits.

34.3 When the Contract is annulled as above provided, the Contractor shall, if so required by the Owner, remove promptly any or all of his equipment and supplies from the site of Work or other property of the Owner, failing which the Owner may cause such equipment and supplies to be removed and stored at the expense of the Contractor.

#### ARTICLE 35. OWNER'S RIGHT TO TERMINATE

35.1 If the Contractor fails to begin Work under the Contract within the prescribed time; or if the Work to be done under this Contract be abandoned by the Contractor; or the performance of the Contract is unnecessarily, unreasonably, or negligently delayed by the Contractor; or if the Contractor is violating any of the conditions or covenants of this Contract or the Specifications; or is not executing the Work in good faith; or evades the orders of the Engineer authorized herein or if the Work be not completed within the time named in this Contract or within the extended time as herein elsewhere provided; or if the Contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, the Owner may give notice in writing to the Contractor and his Surety of such delay, neglect or default, specifying the same and if the Contractor and his Surety shall not proceed to cure such defects within a period of fifteen (15) days after such notice, then the Owner shall have full power and authority to:

A Declare the Contractor in default, and the Owner may thereupon notify the Contractor, by written notice to discontinue all Work or any part thereof under this Contract and thereupon the Contractor shall discontinue the Work or such part thereof, and the Owner shall have the right to take over the Work and prosecute the same to completion by Contractor for the account and at the expense of the Contract and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned to the Owner thereby, and in such event the Owner may take possession of and utilize in completing the Work, such materials, labor, appliances, and plant as may be on the site of the Work and necessary therefore. The expenses so charged may be deducted, and paid by the Owner out of such monies as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this Contract. The Contractor and the Surety shall also pay the Owner the amount of any claim for which the Owner may be liable for injury to persons or property occurring on the account of any Work done by the Contractor under this Contract, whether by reason of the negligence, fault, or default of the Contractor or otherwise, and shall also pay to Owner any other expenses which the Owner may incur or be liable for, by reason of any neglect, fault or default of the Contractor; and

B The Owner may also proceed as it shall deem proper upon the bonds or other security in its possession; and

C The Owner may also bring any suit or proceedings for specific performance or for injunction or to recover damage or to obtain any other relief or for any other purpose under this Contract.

#### ARTICLE 36. ASSIGNMENTS

36.1 The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder as a result of this Contract, without the prior written approval of the Owner or his Duly Authorized Representative. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that "it is agreed that the right of the assignee in and to any monies due or to become due

to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the Work called for in this Contract."

#### ARTICLE 37. MUTUAL RESPONSIBILITY OF CONTRACTORS

37.1 If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and hold harmless the Owner against any such claim.

#### ARTICLE 38. CONFLICTING CONDITIONS

38.1 Any provisions in these General Conditions that may be inconsistent with such provisions stipulated in the Supplementary General Conditions and Construction Specifications shall be void to the extent of such conflict or inconsistency.

#### ARTICLE 39. RIGHT-OF-WAY AND STORAGE SPACE

39.1 Contractor shall confine construction equipment, the storage of materials and equipment, and operations of workmen to areas within the public property, public rights-of-way, Township easements or areas specifically designated on the Contract Drawings. The Contractor is prohibited from storing any equipment/materials outside of the project limits. Acquisition, lease or use of any off-site storage areas shall be the sole responsibility of the Contractor. All areas used for temporary storage shall be returned to their original condition to the satisfaction of the property owner. The Contractor shall limit his use of the premises to the Work indicated so as to allow for Owner occupancy and use by the public.

39.2 Keep existing driveways and entrances serving the various work sites clear and available to the individual property owners and the contracting agency and its employees at all times. Do not use these areas for parking or storage of materials. Provide necessary traffic and pedestrian controls/access.

39.3 Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas designated by the Owner. If additional storage is necessary the Contractor shall obtain and pay for such storage off site.

#### ARTICLE 40. USE OF PREMISES AND CLEAN-UP

40.1 The Contractor expressly agrees to undertake at his own expense:

- A To take every precaution against injuries to persons or damage to property.
- B To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his Work or access by residents to those areas surrounding the site of the Work.
- C To place upon the Work or any part thereof only such loads as are consistent with the safety of the portion of the Work.
- D To clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, such that at all times the site of the Work shall present a neat, orderly and workmanlike in appearance.
- E Before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.
- F To effect all cutting, fitting or patching of his Work required to make the same to conform to the Plans and Specifications and, except with the consent of the Engineer, not to cut or otherwise alter the Work of any surrounding Contractor.

40.2 When materials, supplies, etc., have been delivered to the site of the Work which do not comply with the specifications and have not been approved, Contractor shall, upon notification, immediately remove from the premises any such condemned materials, supplies, etc., and shall replace them with materials, supplies, etc., in full accordance with the specifications.

#### ARTICLE 41. PAYROLLS AND BASIC RECORDS

41.1 Contractor shall maintain payrolls and basic records relating thereto for all laborers and mechanics working at the site of the Work during the course of the Work and shall preserve same for a minimum period of three (3) years thereafter.

41.2 The Contractor will submit weekly, two (2) copies of all payrolls to the Owner. The copies shall be accompanied by a statement signed by the Contractor indicating that the payroll are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the Work he performed. The Prime Contractor shall be responsible for the submission of copies of payrolls of all of the subcontractors.

41.3 The Contractor must provide proof that federal, state and local taxes and all statutorily required payments made for or on behalf of employees are currently satisfied and must provide adequate assurances that such payments will be made for the duration of the contract.

#### ARTICLE 42. REIMBURSEMENT FOR INSPECTION SERVICES

42.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the Work to be done hereunder, are ESSENTIAL CONDITIONS to this Contract and that TIME IS OF THE ESSENCE.

42.2 The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such a rate of progress as will insure full completion thereof within the specified time of a total of one hundred eighty (180) consecutive calendar days.

42.3 If Contractor shall fail to complete the Work within the time herein specified, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount of Five Hundred (\$500.00) Dollars for each and every working day, as a reimbursement for the "Inspection Services" of the Engineer, until the completion of Work. These amounts are in addition to the amounts set forth of the liquidated damages in the Contract Documents.

42.4 Such reimbursement shall not be applicable for the time required for completing any Extra Work ordered under the Contract or the suspension of the Work at the request of the Owner.

#### ARTICLE 43. REFERENCE TO STANDARDS

43.1 Whenever reference is made to conformity with or to the standards of any technical society, organization, or body, in the installation or the furnishing of materials it shall be construed to mean the latest standard, code, specification, or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard.

43.2 Reference to a technical society, organization, or body, may be made in the Specifications by abbreviation in accordance with the following list:

A.C.I.	for American Concrete Institute
A.G.A.	for American Gas Association
A.I.E.E.	for American Institute of Electrical Engineers
A.I.S.C.	for American Institute of Steel Construction
A.S.A	for American Standards Institute
A.S.C.E.	for American Society of Civil Engineers
A.S.T.M.	for American Society of Testing Materials
A.S.M.E.	for American Society of Mechanical Engineers
A.W.W.A.	for American Water Works Association
CCCD	for Chester County Conservation District
C.I.P.R.A.	for Cast Iron Pipe Research Association

Fed. Spec.	for Federal Specification
A.A.S.H.T.O.	for American Association of State Highway Transportation Officials
N.E.M.A.	for National Electrical Manufacturers Association
A.W.P.A.	for American Wood Preservers Association
A.W.S.C.	for American Welding Society Code
PaDEP	for Pennsylvania Department of Environmental Protection
PennDOT	for Pennsylvania Department of Transportation

43.3 When reference is not made to a code, standard, or specification, the Standard Specifications of the A.S.T.M. shall govern.

#### ARTICLE 44. STANDBY PERSONNEL

44.1 If Contractor is obligated to employ standby personnel by any trade agreement to which it is a party, it shall determine and include all such costs thereof in its Bid Proposal. No Contractor shall, at any time, make a claim to the Owner for costs relating to standby maintenance or standby supervision for electric motor-driven or other equipment. The Owner will not, under any condition, entertain or consider a claim in this regard unless such claim is made as a result of the Owner's unreasonable refusal to accept beneficial occupancy of the completed Project.

#### ARTICLE 45. CONSTRUCTION ACCESS ROUTES

45.1 The Contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designated construction access route(s) either shown on the contract drawings or reasonably required so as to perform the Work, and shall provide and maintain all reasonably required safety devices. The Contractor shall provide any necessary additional materials, their grading and compactions, and shall remove snow and debris as necessary to provide and maintain the general serviceable condition of the access roadbed, as well as pedestrian ways.

#### ARTICLE 46. OWNER'S RIGHT TO PERFORM WORK

46.1 The Owner may, and reserves the right to, enter upon the premises at any and all times during the progress of the Work, or cause others to do so, for the purpose of installing any apparatus or carrying on any construction not included in these specifications or for any other reasonable purpose.

#### ARTICLE 47. UNCOVERING OF WORK

47.1 If any portion of the Work is covered prior to inspection by the Owner or the Engineer, especially Work specifically required by the Contract Documents to be inspected, it shall be uncovered for observation. Uncovering and the subsequent replacement of covering shall be at the Contractor's expense. The Contractor is obligated to advise the Engineer, by a minimum of two (2) business days written notice, of all Work scheduled to be covered which is reasonably subject to prior inspection before actual covering.

47.2 If any portion of the Work not specifically required to be inspected has been covered, which the Owner or the Engineer did not request to observe prior to being covered a request may subsequently be made to inspect such Work, and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the contract documents, the cost of uncovering and replacement shall, by appropriate change order, be reimbursed by the Owner. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay all associated costs, unless it is found that this condition was caused by the Owner, in which event the Owner shall be responsible for the payment of such costs.

#### ARTICLE 48. CORRECTION OF WORK

48.1 The Contractor shall promptly correct all Work rejected by the Owner or the Engineer as defective or failing to conform to the Contract Documents, whether observed before or after final acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the Engineer's additional services, if any.

48.2 The Contractor shall immediately, or as soon as is practicable, remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless removal is waived by the Owner.

48.3 If the Contractor fails to correct defective or non-conforming Work in a timely manner, the Owner may make arrangements for such correction by others and charge the cost of so doing to the responsible Contractor and/or its Sureties.

48.4 The Contractor shall be responsible for the cost of making good any and all Work destroyed or damaged by such correction or removal.

48.5 Nothing contained herein shall be construed to establish a period of limitation, with respect to any other obligation, which the Contractor might have under the Contract Documents.

### **SUPPLEMENTARY GENERAL CONDITIONS**

#### **ARTICLE 1. CONSTRUCTION CONTRACT AND CONTRACT DOCUMENTS:**

1.1 This Project has been financed in part by a grant from the Pennsylvania Department of Environmental Protection, the conditions of which are made part of this Contract. A copy of the executed grant agreement is included with the provided bid documents.

1.2 As set forth in Article 1 of the General Conditions, "Construction Contract and Contract Documents", the following Plans, Specifications, Addenda, General Conditions, Supplementary General Conditions, Special Conditions, Forms of Proposal, Forms of Bonds, Appendix and other documents are made part of this Contract,

#### **1. PROJECT PLANS**

T&M PROJECT NO. UPUW 00052

<b>TITLE</b>	<b>SHEET NO.</b>
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#### **HEATHER HILL DRIVE STORMWATER BASIN RETROFIT**

COVER SHEET	1 of 7
EXISTING FEATURES AND REMOVALS PLAN	2 of 7
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#### **AUBREY CIRCLE STORMWATER BASIN RETROFIT**

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#### **UPLAND PARK STORMWATER BASIN**

COVER SHEET	1 of 7
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2. TECHNICAL SPECIFICATIONS

SECTION	TITLE
Division 1	
01011	SUMMARY OF WORK
01040	COORDINATION
01050	FIELD ENGINEERING
01150	MOBILIZATION/DEMOBILIZATION
01200	PROJECT MEETINGS
01300	SUBMITTALS
01600	MATERIALS AND EQUIPMENT
01631	SUBSTITUTIONS
01700	CONTRACT CLOSEOUT
Division 2	
02010	RESTORATION AND CLEANUP
02050	SOIL EROSION AND SEDIMENT CONTROL
02080	UTILITY MATERIALS
02230	SITE CLEARING AND DEMOLITION
02231	TREE PROTECTION AND TRIMMING
02300	EARTHWORK
02512	HOT MIX ASPHALT – SUPERPAVE
02630	STORM DRAINAGE
02930	LAWNS AND GRASSES

3. ADDENDA

NO. \_\_\_\_\_, DATE \_\_\_\_\_.

NO. \_\_\_\_\_, DATE \_\_\_\_\_.

NO. \_\_\_\_\_, DATE \_\_\_\_\_.

4. STATED ALLOWANCES

The Contractor shall include the following cash allowances in his proposal:

- A. For \_\_\_\_\_ None \_\_\_\_\_ Page \_\_\_\_\_, \$ \_\_\_\_\_
- B. For \_\_\_\_\_ None \_\_\_\_\_ Page \_\_\_\_\_, \$ \_\_\_\_\_
- C. For \_\_\_\_\_ None \_\_\_\_\_ Page \_\_\_\_\_, \$ \_\_\_\_\_

5. CONTINGENCY

The Contractor shall include the specified contingency in his bid for the additional work only at the direction of the Engineer and the approval of the Owner.

6. SCOPE OF WORK

The Scope of Work under this project will be as per the Construction Contract.

The Technical Specifications, Bid and Contract Documents found herein relate to the above stated items of work and other related work to be performed under the contract.

It is advisable that the bidders on this contract should visit the site of work and be aware of the site conditions, limits of work and other information so that the Contractor has the knowledge of the full extent of the project. In an effort to

maintain access to the public roads and utilities without undue interruptions, the Contractor will have to comply with the construction procedures outlined in these specifications.

7. **OPERATIONAL PROCEDURES**

The operational procedures shall be optional with the Contractor as long as:

- A. These do not infringe on their approved work schedule.
- B. All roads are accessible to traffic.
- C. The utilities are kept in operation in a satisfactory manner.
- D. All construction operations are carried out in a workmanlike manner.

The procedures shall provide for timely disconnection of utilities services and reconnecting them in service where applicable at no additional cost to the Owner. If any utility becomes broken in the prosecution of the work, the Contractor shall immediately give notices to the proper authorities and shall be responsible for any damages to person or property caused by such operation. Failure to give prompt notice to the Utility Companies and to the Owner shall make the Contractor responsible for any needless interruptions of such services.

8. **CONTRACT PLANS AND SPECIFICATIONS**

A. **Plans and Specifications Furnished to Contractor**

After the Contract has been executed, the Contractor will be furnished four (4) sets of the Contract Plans and Specifications, free of cost. At the request of the Contractor, additional copies of the Plans and/or Specifications will be furnished to the Contractor at the cost of reproduction.

The Contractor shall furnish each of his sub-contractors, manufacturers and suppliers such copies of the Contract Plans as are required for the work.

B. **Drawings to be Furnished by Contractors**

The Contractor shall furnish the Engineer with drawings for materials and equipment, which are to be incorporated into permanent construction and any other drawings, which are not furnished by the Engineer. Such tracings and prints, as required, shall become the property of the Owner.

The Contractor shall provide the Engineer with information and drawings showing the arrangement and location of temporary structures for approval.

The Contractor shall furnish shop and setting drawings for all materials, which are to be incorporated into permanent construction. Such shop and setting drawings shall be submitted to the Engineer for approval, as required.

C. **Contractors to Check Plans and Data**

The Contractor is required to check all dimensions and quantities on the Plans or schedules received from the Engineer and shall notify the Engineer of all errors, omissions, conflicts and discrepancies found therein which may be discovered by examining and checking the Plans. The Contractor will not be allowed to take advantage of any error or omission in these Specifications, nor in the Plans or Schedules, as full instructions will be furnished by the Engineer should such errors or omissions be discovered, and the Contractor shall carry out such instructions as if originally specified. Contract Specifications shall, in general, govern in preference to Contract Drawings. Figures marked on the Plans shall be followed in preference to scale measurements. Large-scale drawings shall, in general, govern small-scale drawings. In all cases where dimensions are governed by conditions already established, the Contractor shall depend entirely on measurements taken, scaled and figured dimensions to the contrary notwithstanding, except no deviation from the specified dimensions will be allowed unless authorized by the Engineer.

A pre-construction Video must be taken by the contractor and submitted to the engineer prior to the start of work. The pre-construction video shall be utilized for restoration.

D. Approval of Shop Drawings

The approval of drawings submitted by the Contractor shall not constitute a waiver of any of the requirements of this Contract, nor shall the Owner be compelled to accept any structure, equipment or apparatus unless it passes all the tests and requirements of these Specifications. The approval of drawings shall be general, and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work.

Checking of shop drawings is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to the fabrication process or to techniques of construction and for the coordination of the work of all trades.

The procedure in seeking approval of drawings being submitted by the Contractor shall be as follows:

1. The Contractor shall submit four (4) prints of the drawings to the Engineer for his approval. The drawings shall be accompanied by a letter of transmittal, in duplicate, containing the name of the project, the name of the Contractor, the number of drawings, titles and other requirements. Unless otherwise specified, such drawings shall be submitted at least fourteen (14) calendar days before they are required for fabrication of the material by the Contractor or supplier. This time requirement may be reduced only by the written authorization of the Engineer.
2. When a drawing is satisfactory to the Engineer, it will be stamped "No Exceptions Taken", be dated and signed, and two (2) copies thereof will be returned to the Contractor by letter. If the Contractor requires additional copies for distribution to his subcontractors, he shall insert the date of approval on the tracing and promptly furnish the Engineer with the additional number of prints for the approval of the Engineer.
3. When a drawing is generally satisfactory to the Engineer, but requires correction of minor detail, the Engineer will note thereon the corrections required, stamp the drawing "Exception Taken as Noted", and return two (2) copies to the Contractor. The Contractor shall thereupon make the corrections indicated and promptly furnish the Engineer with two (2) additional prints of the approved drawings.
4. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "Revise as Noted/Resubmit as Specified" and will return two (2) copies thereof to the Contractor with the portions to be revised indicated. The Contractor shall make the necessary revisions and again submit prints of the corrected drawings, in quadruplicate, for approval.
5. Should a drawing be submitted including equipment or materials which are unsatisfactory to the Engineer or which do not conform to the Plans and Specifications, the Engineer will note thereon the unsatisfactory portions, stamp the drawing "Rejected/Resubmit as Specified" and return two (2) copies to the Contractor. The Contractor shall make such revisions as are required, and again submit four (4) prints of the corrected drawings for approval.

The Contractor shall revise and resubmit the drawings as required by the Engineer, until approval thereof is obtained.

Shop drawings shall not be submitted to the Engineer piecemeal; each submission of shop drawings shall be sufficiently complete to permit adequate checking. In general, all drawings relating to a specific piece of equipment, or to a specific phase of construction, shall be incorporated into one (1) shop drawing submission. Shop drawing submissions, which do not conform to the above requirements, will be rejected.

9. SUB-SURFACE CONDITIONS

Before making any excavation or borings of their own, the bidders must obtain permission from the Owner. The bidders should also check with the Owner and with all Utilities about privately owned structures that may interfere with his work.

The bidder shall notify the Owners of such structures or Utility Companies of his intention to conduct the sub-surface investigation at least forty-eight (48) hours in advance of commencing such work.

10. **REGULATIONS OF THE PA HUMAN RELATIONS COMMISSION**

A. **Nondiscrimination Provision**

The Contractor agrees that he will comply with the provisions of the Pennsylvania Human Relations Act in providing equal employment opportunities in connection with all work performed by him at the job site pursuant to this Contract. The Contractor therefore agrees:

1. The Contractor will not discriminate nor permit discrimination by his agents, servants, or employees against any employee or applicant for employment with regard to hiring, tenure of employment, promotion, terms, conditions or privileges of employment at the job site covered by the contract, because of race, color, religion, age, or national origin, and will take such affirmative action as is hereinafter set forth to prevent same.
2.
  - a) The Contractor will, in all publications or advertisements for employees to work at the job site covered by this Contract, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age or national origin.
  - b) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor understanding, a notice to be provided by the Pennsylvania human Relations Commission, advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to his employees and applicants for employment.
3.
  - a) The Contractor shall supply the contracting agency of the state with a periodic report, called a "Compliance Report, relating to work performed at the job site under this Contract as may be required by the Pennsylvania Human Relations Commission. The Commission shall at all times have access to the employment records of said Contractor for purposes of investigation to ascertain compliance with the Commission, relating to discrimination.
  - b) Compliance by the Contractor with Subsection (1), (2) and (3) of this Paragraph shall discharge the Contractor from any liability hereunder, relating to the non-discriminatory provisions of this Agreement.

B. **The Liability of Subcontractor**

The Subcontractor of the Contractor under Paragraph A 3(b) above shall have the same responsibilities and obligations as the Contractor to comply with the provisions of Paragraph A-1, 2 and 3, hereof, and shall be subject to the applicable penalties for failure to comply as hereinafter set forth in Paragraph C.

C. **Penalties for Failure to Comply**

1. It is hereby agreed that the failure to comply with the foregoing requirements shall constitute a substantial breach of this Contract.
2. In the event the Pennsylvania Human Relations Commission, after investigation and hearing, shall determine that the Contractor or Subcontractor, as the case may be, has failed to comply with any of the provisions of Paragraph A1, A2 and A3, hereof, the Commission in addition to issuing any order it deems appropriate pursuant to Section 9 of the Pennsylvania Human Relations Act shall certify such findings to the contracting agency of the State, with a recommendation for termination of the Contract or Subcontract, as the case may be, or with a recommendation that such Contractor or Subcontractor, as the case may be, be declared ineligible for any further public works contracts or subcontracts for a period of not more than two (2) years from the date of such recommendation.
3. Should the Owner adopt the recommendation to terminate the Contract, written notice of this fact shall be given to the Contractor by registered mail addressed to the Contractor's registered office in

Pennsylvania, in which event all obligations on the part of the contracting agency to perform their Contract shall cease, save only the obligation to pay the Contractor the sums due, including any retained amounts, for all articles delivered or work done, or for all articles or equipment for which the Contractor may be liable, to the date of such termination.

4. Should the Owner adopt the recommendation to direct the Contractor to terminate a subcontract entered into by the Contractor under this Contract, written notice of this fact shall be given to the Contractor to terminate such subcontract pursuant to said written notice.
5. Should the Owner adopt the recommendation to declare the Contractor or Subcontractor, as the case may be, ineligible for further public works contracts or subcontracts, written notice of this fact and of the duration of such period of ineligibility shall be given to the Contractor or Subcontractor by registered mail addressed to the Contractor's or Subcontractor's registered office in Pennsylvania.

D. From any order of the Pennsylvania Human Relations Commission, the Contractor or Subcontractor, as the case may be, shall have a right of appeal as in other cases provided by law, and the contracting agency of the State shall not act upon the recommendation of the Commission specified in Paragraph C2 above until the Contractor or Subcontractor has exhausted the right of appeal provided by law, or the time for such appeal shall have expired.

11. **JOB SITE MEETINGS**

Job site meetings will be scheduled by the Engineer to discuss the progress of work. Such meetings shall be held at the location and time convenient to the Owner, the Engineer and the Contractor. The Contractor shall attend each and every meeting or be represented by a person who can speak for and make decisions for the Contractor. This provision shall, in no way, limit the Engineer and the Owner from meeting with any Subcontractor or their representatives either singularly or jointly, at any time to discuss any or all items of the work of mutual interest during the course of the project.

12. **LINES AND GRADES**

A. **Construction Survey**

All the work under this Contract shall be constructed according to lines, grades and elevations shown on the Contract Plans, or as given by the Engineer.

The construction survey shall consist of establishing the proposed limits of grading and any control points necessary for construction. The Contractor shall check any proposed alignments, and notify the Engineer of any discrepancies.

The Contractor shall furnish to the Engineer free of charge, all the materials and instruments and such other assistance as he may require in checking the layout of the work.

The Contractor shall be responsible for maintaining at his own expense, the preservation of stakes, benchmarks or survey monuments, unless authorized by the Engineer to remove them. Should any stakes or monuments be disturbed, the cost of replacing them will be paid by the Contractor and such cost will be deducted from the periodic estimates. The Contractor shall bear the entire expense of rectifying work improperly installed due to not maintaining or protecting the established stakes, benchmarks or lines and grades.

13. **TEMPORARY SERVICES**

A. The Contractor shall, at his own expense, provide services such as light, power, water, sanitary toilets, heating, first aid and other temporary facilities as required for the proper prosecution and the inspection of the work.

B. **Sanitary Regulations and Provisions**

The Contractor shall prohibit and prevent the committing of nuisances on the site of the work, or on adjoining property, and shall discharge any employee who violates this rule.

The Contractor shall provide and maintain an adequate number of temporary prefabricated chemical type toilets with proper enclosures for use of workers of all trades during construction. Toilets are to be removed within 24 hours when no longer required.

Keep toilets clean and supplied with toilet paper at all times. Comply with all local and state health requirements and sanitary regulations.

C. First Aid

Each Contractor shall furnish and keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times.

14. HOURS OF WORK

The work shall progress every workday during the week and continuously week-by-week until the job is complete, except for weekends, holidays and such other days as weather or working conditions make work impractical in the opinion of the Engineer. Weekend or Holiday work may be approved by the Engineer with a minimum of 48 hours notice and in the case of an emergency.

Unless specifically permitted by the Engineer, work shall be done between the hours of 8:30 am and 5:30 pm prevailing time Monday through Friday. Additional work after 5:30 p.m. and earlier than 8:30 a.m. shall not be permitted without the written approval of the Engineer.

If weekend work is permitted, work shall be done between the hours of 8:00am to 4:00 pm.

The Engineer reserves the right to place further restriction on work hours as needed.

15. FINAL INSPECTION

The Contractor shall make a written request to the Engineer for a date of final inspection of the project. The inspection date shall not be earlier than ten (10) days after the date of such request by the Contractor. The work will be deemed complete, if, upon such inspection, the Engineer determines that no further work remains to be done according to the provisions of the Contract.

In no case will the estimate for the Contractor's final payment be processed until the Contractor has complied with all the requirements of the Contract Documents and the Engineer is satisfied that the work has been properly and satisfactorily completed.

16. MAINTENANCE BOND

The Contractor will furnish the Owner a bond, with corporate surety to be approved by the Owner, said bond to be conditioned upon the repairs and reconstruction of all included work under this contract, when such repairs and reconstruction shall be specified as necessary by reason of faulty construction or materials, by the Owner, said bond to be furnished at the time of final inspection and acceptance of the work performed under this contract, the obligation of said bond to be in full force and effect for a period of **Two (2) years** from the date the Owner accepts the work, said bond to be an amount of not less than fifteen percent (15%) of the amount of the contract, and said bond to be in a form approved by the Owner's Attorney.

17. NOTIFICATIONS

The Contractor shall notify the following local organizations at least one week prior to the start of work and provide them a proposed activity location schedule:

Township Road Departments  
Police Departments  
Fire Departments  
Ambulance and Rescue Squads  
School District Transportation Manager

Notification of homes to remove vehicles shall be the responsibility of the Contractor. The Contractor shall be responsible to place door hangers at all residences at least 72 hours prior to the start of any work. These notices must be pre-approved by the Owner. If the project is delayed due to weather conditions of other reason, the Contractor shall re-post the streets and place new door hangers. The door hanger shall explain when the street will be closed, a brief description of the work, the Contractor's name, and telephone number. Ample time to relocate cars must be given. Appropriate road signage shall be provided warning vehicles and pedestrians that paving work is under way.

## **APPENDIX A**

### **TECHNICAL SPECIFICATIONS**

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**SECTION 01011 – SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Project Description
- B. Project Location
- C. Contractor's Use of Premises
- D. Work Sequence
- E. Special Requirements

**1.2 PROJECT DESCRIPTION**

The project consists of the following:

Location 1: Upland Park – Construction of a new water quality basin. Scope of work will include grading of the site to provide internal water storage, construction of low-profile berm and basin outlet structure, placement of naturalized planting, post and rail safety fencing, and select restoration of asphalt walkways disturbed during construction of the improvements.

Location 2: Heather Hill Drive – Retrofit of an existing dry lawn – vegetated basin. Scope of work will include grading of the site to a permeable horizon in order to maximize infiltration, post and rail safety fencing, and restoration of disturbed areas.

Location 3: Aubrey Circle – Retrofit of an existing dry lawn – vegetated basin. Scope of work will include construction of infiltration trenches, grading of the basin to provide additional internal water storage, post and rail safety fencing, and restoration of disturbed areas.

**1.3 PROJECT LOCATION**

- A. The project is located at the following sites within the Municipality.

Location 1: Upland Park Stormwater Basin

301 Pottstown Pike, Chester Springs, PA 19425

Location 2: Heather Hill Drive Stormwater Basin

114 Heather Hill Drive, Downingtown, PA 19335

Location 3: Aubrey Circle Stormwater Basin

5 Aubrey Circle, Downingtown, PA 19335

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**1.4 CONTRACTOR'S USE OF PREMISES**

- A. Confine construction equipment, the storage of materials and equipment, and operations of workmen to within the public rights-of-way. The Contractor is prohibited from storing any non-rubber tire equipment outside of the project limits.
- B. Assume full responsibility for materials stored on site (including materials for which the Owner has made payment). The contractor shall be responsible to remove all material from the area and clean the area upon completion of the project, to the satisfaction of the Owner and Engineer.
- C. The Contractor shall limit his use of the premises to the Work indicated so as to allow for Owner occupancy and use by the public.
  - 1. Keep existing driveways and entrances serving the various work sites clear and available to the individual property owners and the contracting agency and its employees at all times. Do not use these areas for parking or storage of materials.
  - 2. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas designated by the Owner. If additional storage is necessary obtain and pay for such storage off site.

**1.5 WORK SEQUENCE**

- A. Submit with initial progress schedule required by Section 1 "Submittals", a detailed step-by-step Work sequence which will achieve compliance with the requirements of Section 1.
- B. Sequence construction operations to:
  - 1. Minimize disruption of Owner's operations within the existing facilities.
  - 2. Minimize inconvenience to businesses, public facilities, and residences located adjacent to the Project to satisfactorily conduct the testing indicated without delaying the Work.
  - 3. Minimize disruption of traffic and maintain continuous traffic flow through the Work area to the maximum extent practicable.
  - 4. Maintain continuous access to the Project site for the Owner and the general public.
  - 5. Maintain continuous utility company services to facilities within the project site.

**1.6 SPECIAL REQUIREMENTS**

- A. If the nature of the construction work requires temporary disruption, relocation, or modification of utility services to businesses, public facilities, or residences adjacent to the Project, provide temporary services by methods approved by the utility company and the Engineer. Cost of such temporary services is considered to be included in the Bid price(s) and no additional compensation will be allowed. If the contractor's operations result in extended (in excess of one hour) interruption of service, the Owner or Engineer may direct the utility company to correct such interruptions and the utility company's cost will be charged to the Contractor.
- B. In the event that utility relocations or modifications are required during the Work, make arrangements with the affected utility company to perform such relocations or modifications.

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Cost of such utility relocations or modifications is considered part of the Bid price(s) and no extra compensation will be allowed.

C. PennDOT Publications 72M, 213, and 408 shall be considered part of the contract documents by reference. In the instance where there is a conflict between the contract plans and specifications and PennDOT Publications, the more stringent standard shall apply unless waived by the engineer. All final interpretations of the contract documents will be made solely by the engineer. In the event a conflict exists which may affect the contractor's bid, the contractor shall submit the issue to the engineer a minimum of 5 days prior to the bid opening to receive clarification.

**PART 2 – PRODUCTS (NOT APPLICABLE)**

**PART 3 – EXECUTION (NOT APPLICABLE)**

END OF SECTION 01011

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SECTION 01040 - COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes contractor's administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

1. General project coordination procedures,
2. Conservation,
3. Coordination Drawings,
4. Administrative and supervisory personnel,
5. Cleaning and protection.

B. Related Sections: The following Sections contain Contractor's requirements that relate to this Section:

1. Division 1 Section "Field Engineering" specifies procedures for field engineering services, including establishment of benchmarks and control points.
2. Division 1 Section "Project Meetings" for progress meetings, coordination meetings, and preinstallation conferences.
3. Division 1 Section "Submittals" for preparing and submitting the Contractor's Construction Schedule.
4. Division 1 Section "Materials and Equipment" for coordinating general installation.
5. Division 1 Section "Contract Closeout" for coordinating contract closeout.

1.3 COORDINATION

A. Contractor shall coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
3. Make provisions to accommodate items scheduled for later installation.

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- B. When necessary, and as directed by the Engineer, Contractor shall prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
  - 1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Contractor shall coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of schedules,
  - 2. Installation and removal of temporary facilities,
  - 3. Delivery and processing of submittals,
  - 4. Progress meetings,
  - 5. Project closeout activities.
- D. Conservation: Contractor shall coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

1.4 SUBMITTALS

- A. Staff Names: Within 15 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
  - 1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Contractor shall require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Contractor shall coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

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3.2 CLEANING AND PROTECTION – Contractor shall:

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.
- C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Excessive static or dynamic loading,
  - 2. Excessive internal or external pressures,
  - 3. Excessively high or low temperatures,
  - 4. Thermal shock,
  - 5. Excessively high or low humidity,
  - 6. Air contamination or pollution,
  - 7. Water or ice,
  - 8. Solvents,
  - 9. Chemicals,
  - 10. Light,
  - 11. Radiation,
  - 12. Puncture,
  - 13. Abrasion,
  - 14. Heavy traffic,
  - 15. Soiling, staining, and corrosion,
  - 16. Bacteria,
  - 17. Rodent and insect infestation,
  - 18. Combustion,
  - 19. Electrical current,
  - 20. High-speed operation,
  - 21. Improper lubrication,
  - 22. Unusual wear or other misuse,
  - 23. Contact between incompatible materials,
  - 24. Destructive testing,
  - 25. Misalignment,
  - 26. Excessive weathering,
  - 27. Unprotected storage,
  - 28. Improper shipping or handling,
  - 29. Theft,
  - 30. Vandalism.

END OF SECTION 01040

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## SECTION 01050 - FIELD ENGINEERING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

A. General: This Section specifies Contractor's administrative and procedural requirements for field-engineering services including, but not limited to, the following:

1. Land survey work.
2. Civil-engineering services.
3. **Damage surveys – a preconstruction video of the existing site physical features including, but not limited to, roadways, structures, curbing, utility mark-out locations, aprons, driveways, trees/landscaping, etc shall all be videotaped and two copies of the video shall be given to the Engineer for approval prior to shop drawing approval.**

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Coordination" for procedures for coordinating field engineering with other construction activities.

#### 1.3 QUALITY ASSURANCE

A. Surveyor Qualifications: Engage a land surveyor registered in the state where the Project is located, to perform required land-surveying services. Contractor's Surveyor shall provide construction stakeout in accordance with the layout drawing included in the contract drawings. An AutoCAD drawing depicting site and stormwater improvements will be made available to the successful bidder's surveyor upon request.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 1.1 EXAMINATION

A. Identification: The Owner has indicated survey control on the contract drawings.

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- B. Verify layout information shown on the Drawings, in relation to the existing benchmarks, before proceeding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
  - 1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points or requirements to relocate reference points because of necessary changes in grades or locations.
  - 2. Promptly replace lost or destroyed Project control points. Base replacements on the original survey control points.
- C. Establish and maintain a minimum of 2 permanent benchmarks on the site, referenced to data established by survey control points.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- D. Existing Utilities and Equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate by performing the required PA one-call of underground utilities and other construction.

## 1.2 PERFORMANCE

- A. Work from lines and levels established by the layout survey. Establish benchmarks and markers to set lines and levels as needed to locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
  - 1. Advise entities engaged in construction activities of marked lines and levels provided for their use.
  - 2. As construction proceeds, check every major element for line, level, and plumb.
- B. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference.
  - 1. Record deviations from required lines and levels, and advise the Engineer when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
  - 2. On completion of major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- C. Site Improvements: Locate site improvements, including pavements, storm, sanitary and water castings / structures.
- D. Existing Utilities: Contractor shall furnish information necessary to adjust, move, or relocate existing structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Coordinate with utility companies having jurisdiction.

END OF SECTION 01050

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**SECTION 01150 – MOBILIZATION / DEMOBILIZATION**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

A. This Section includes the following:

1. The Contractor shall furnish all labor, equipment and materials for the assembling and setting up of the Project, the Contractor's necessary facilities including office, shops, plants, storage areas, sanitary and any other facilities as required by the Specifications and special requirements of the Contract, as well as by local or State laws and regulations.
2. The Contractor shall include all work necessary to remove all equipment and appurtenances and restore the site back to its original state prior to the start of construction activities.
3. The cost of required insurance and Bonds and/or other initial expenses which must be provided prior to the start of Work shall be included in this item.

**PART 2 – PRODUCTS (Not applicable)**

**PART 3 – EXECUTION**

A. Mobilization/demobilization will be paid for at the Contract Lump Sum Price in accordance with the following schedule:

1. Whenever the Contractor has performed Work equal to twenty percent (20%) of the total Contract price, excluding the bid price for this item, a maximum of forty percent (40%) of the amount for this item may be paid to the Contractor.
2. Whenever the Contractor has satisfactorily completed work equal to fifty percent (50%), an additional forty percent (40%) of the amount for mobilization may be paid to the Contractor.
3. Upon completion of the Project, any remaining amount bid for this item may be paid.

**END OF SECTION 01150**

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## SECTION 01200 - PROJECT MEETINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies Contractor's administrative and procedural requirements for project meetings, including, but not limited to, the following:
  1. Preconstruction conferences,
  2. Preinstallation conferences,
  3. Progress meetings,
  4. Coordination meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  1. Division 1 Section "Coordination" for procedures for coordinating project meetings with other construction activities.
  2. Division 1 Section "Submittals" for submitting the Contractor's Construction Schedule.

#### 1.3 PRECONSTRUCTION CONFERENCE

- A. Schedule a preconstruction conference with the Engineer before starting construction, at a time convenient to the Owner and the Engineer, but no later than 15 days after execution of the Agreement. Hold the conference at the Project Site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: Authorized representatives of the Owner, Engineer, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress, including the following:
  1. Tentative construction schedule,
  2. Critical work sequencing,
  3. Designation of responsible personnel including collection of emergency telephone numbers,
  4. Procedures for processing field decisions and Change Orders,
  5. Procedures for processing Applications for Payment,
  6. Distribution of Contract Documents,
  7. Submittal of Shop Drawings, Product Data, and Samples,

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8. Preparation of record documents,
9. Use of the premises,
10. Parking availability,
11. Office, work, and storage areas,
12. Equipment deliveries and priorities,
13. Safety procedures,
14. First aid,
15. Security,
16. Housekeeping,
17. Working hours.

1.4 PREINSTALLATION CONFERENCES

- A. Conduct a preinstallation conference at the Project Site before each construction activity that requires coordination with other construction.
- B. Attendees: The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Engineer of scheduled meeting dates.
  1. Review the progress of other construction activities and preparations for the particular activity under consideration at each preinstallation conference, including requirements for the following:
    - a. Contract Documents,
    - b. Options,
    - c. Related Change Orders,
    - d. Purchases,
    - e. Deliveries,
    - f. Shop Drawings, Product Data, and quality-control samples,
    - g. Review of mockups,
    - h. Possible conflicts,
    - i. Compatibility problems,
    - j. Time schedules,
    - k. Weather limitations,
    - l. Manufacturer's recommendations,
    - m. Warranty requirements,
    - n. Compatibility of materials,
    - o. Acceptability of substrates,
    - p. Temporary facilities,
    - q. Space and access limitations,
    - r. Governing regulations,
    - s. Safety,
    - t. Inspecting and testing requirements,
    - u. Required performance results,
    - v. Recording requirements,
    - w. Protection.

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2. Record significant discussions and agreements and disagreements of each conference, and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner and the Engineer.
3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.5 PROGRESS MEETINGS

- A. Conduct progress meetings at the location designated by the Engineer **at a minimum of once a week** at a time convenient to the Owner and Engineer. Weekly meetings may be waived at the sole discretion of the Engineer. Coordinate the scheduling of meeting dates with the Owner and the Engineer. Coordinate dates of meetings with preparation and submission of payment requests.
- B. Attendees: In addition to representatives of the Owner and the Engineer, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
  1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.
  2. Review the present and future needs of each entity present, including the following:
    - a. Interface requirements,
    - b. Time,
    - c. Sequences,
    - d. Status of submittals,
    - e. Deliveries,
    - f. Off-site fabrication problems,
    - g. Access,
    - h. Site utilization,
    - i. Temporary facilities and services,
    - j. Hours of work,
    - k. Hazards and risks,
    - l. Housekeeping,
    - m. Quality and work standards,
    - n. Change Orders,
    - o. Documentation of information for payment requests.

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- D. Reporting: No later than 3 days after each meeting, the Contractor shall distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
  - 1. Schedule Updating: The Contractor shall revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

1.6 COORDINATION MEETINGS

- A. Conduct project coordination meetings at regular intervals convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special preinstallation meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

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**SECTION 01300 - SUBMITTALS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

A. This Section includes Contractor's administrative and procedural requirements for submittals required for performance of the Work, including the following:

1. Contractor's construction schedule,
2. Submittal schedule,
3. Product Data,
4. Quality assurance submittals.

B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following.

1. Applications for Payment,
2. Performance and payment bonds,
3. Insurance certificates,
4. List of subcontractors.

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
2. Division 1 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.

**1.3 DEFINITIONS**

A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.

1. Preparation of Coordination Drawings is specified in Division 1 Section "Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.

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1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - a. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
  - 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
    - a. Allow two (2) weeks for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
    - b. If an intermediate submittal is necessary, process the same as the initial submittal.
    - c. Allow two (2) weeks for reprocessing each submittal.
    - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
  - 1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Engineer's review and approval markings and the action taken.
  - 2. Include the following information on the label for processing and recording action taken.
    - a. Project name,
    - b. Date,
    - c. Name and address of the Engineer,
    - d. Name and address of the Contractor,
    - e. Name and address of the subcontractor,
    - f. Name and address of the supplier,
    - g. Name of the manufacturer,
    - h. Number and title of appropriate Specification Section,
    - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor.

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1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

**1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 10 days of Notice of Award and before the date established for "Commencement of the Work." Scheduling software programs will be acceptable to prepare the schedule.
  1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
  2. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
  3. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
  4. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Engineer's procedures necessary for certification of Substantial Completion.
- B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner affect the sequence of Work.
- C. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.
- D. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- E. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

**1.6 SUBMITTAL SCHEDULE**

- A. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the Submittal Schedule concurrent with the Contractor's Construction Schedule.
  1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.

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2. Prepare the schedule in chronological order. Provide the following information:
  - a. Scheduled date for the first submittal,
  - b. Related Section number,
  - c. Submittal category (Shop Drawings, Product Data, or Samples),
  - d. Name of the subcontractor,
  - e. Description of the part of the Work covered,
  - f. Scheduled date for resubmittal,
  - g. Scheduled date for the Engineer's final release or approval.
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
  1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

#### 1.7 DAILY CONSTRUCTION REPORTS

- A. Owner will prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the Engineer at weekly intervals:
  1. List of subcontractors at the site,
  2. Approximate count of personnel at the site,
  3. High and low temperatures, general weather conditions,
  4. Accidents and unusual events,
  5. Meetings and significant decisions,
  6. Stoppages, delays, shortages, and losses,
  7. Emergency procedures,
  8. Orders and requests of governing authorities,
  9. Change Orders received, implemented,
  10. Substantial Completion authorized.

#### 1.8 PRODUCT DATA

- A. Contractor shall collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
  1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:

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- a. Manufacturer's printed recommendations,
- b. Compliance with trade association standards,
- c. Compliance with recognized testing agency standards,
- d. Application of testing agency labels and seals,
- e. Notation of dimensions verified by field measurement,
- f. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
3. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
4. Submittals: Submit 2 copies of each required submittal; submit 4 copies where required for maintenance manuals. The Engineer will retain one and will return the other marked with action taken and corrections or modifications required.
  - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
  - a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
  - b. Do not permit use of unmarked copies of Product Data in connection with construction.

#### 1.9 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
  1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies as specified.

#### 1.10 ENGINEER'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return promptly.

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1. Compliance with specified characteristics is the Contractor's responsibility.
2. Action Stamp: The Engineer will stamp each submittal with a uniform, action stamp. The Engineer will mark the stamp appropriately to indicate the action taken.

B. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

## SECTION 01600 - MATERIALS AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. **All paving shall be performed by a PennDOT certified installer. Proof of the same must be submitted prior to any paving work being performed. All paving materials shall be supplied by a PENNDOT approved asphalt plant and stone quarry. However, no slag based materials will be accepted. Submittals shall show certification of PennDOT approval. Asphalt mixes and stone gradation curve as well as an ASTM D-1557 modified proctor curve for the stone shall be submitted for approval prior to initiating construction.**
- C. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- D. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Submittals" specifies requirements for submittal of the Contractor's Construction Schedule and the Submittal Schedule.
  - 2. Division 1 Section "Substitutions" specifies administrative procedures for handling requests for substitutions made after award of the Contract
- E. All products and materials utilized in this project shall conform to current PennDOT standards.

#### 1.2 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties", "systems", "structure", "finishes", "accessories", and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
  - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material", "equipment", "system", and terms of similar intent.
    - a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.

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- b. "Foreign Products," as distinguished from "domestic products," are items substantially manufactured (50 percent or more of value) outside the United States and its possessions. Products produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens of, nor living within, the United States and its possessions are also considered to be foreign products.
- 2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
- 3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

### 1.3 SUBMITTALS

- A. Product List: Prepare a list showing products specified in tabular form acceptable to the Engineer. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.
  - 1. Coordinate product list with the Contractor's Construction Schedule (prepared in tabular form showing each product listed) and the Schedule of Submittals.
  - 2. Form: Prepare product list with information on each item tabulated under the following column headings:
    - a. Related Specification Section number,
    - b. Generic name used in Contract Documents,
    - c. Proprietary name, model number, and similar designations,
    - d. Manufacturer's name and address,
    - e. Supplier's name and address,
    - f. Installer's name and address,
    - g. Projected delivery date or time span of delivery period.
  - 3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of an initial product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.
    - a. At the Contractor's option, the initial submittal may be limited to product selections and designations that must be established early in the Contract period.
  - 4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of the completed product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.
  - 5. Engineer's Action: The Engineer will respond in writing to Contractor within 2 weeks of receipt of the completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Engineer's response will include a list of unacceptable product selections, containing a brief explanation of reasons for this action.

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**1.4 QUALITY ASSURANCE**

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
  - 1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Engineer to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.
- B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Foreign Product Limitations: Except under one or more of the following conditions, provide domestic products, not foreign products, for inclusion in the Work:
  - 1. No available domestic product complies with the Contract Documents.
  - 2. Domestic products that comply with the Contract Documents are available only at prices or terms substantially higher than foreign products that comply with the Contract Documents.

**1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
  - 1. Schedule delivery to eliminate on site storage to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to the site in an undamaged condition.
  - 4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  - 5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
  - 6. Store heavy materials away from the Project site at a location approved by the landowner in a manner that will not endanger the health safety or welfare of the Township or its residents.
  - 7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

**PART 2 - PRODUCTS**

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2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
- B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
  - 1. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
  - 2. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
  - 3. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.
    - a. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.
  - 4. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
  - 5. Visual Matching: Where Specifications require matching an established Sample, the Engineer's decision will be final on whether a proposed product matches satisfactorily.
    - a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category.
  - 6. Visual Selection: Where specified product requirements include the phrase "... as selected from manufacturer's standard colors, patterns, textures ..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Engineer will select the color, pattern, and texture from the product line selected.
  - 7. Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division 1 for allowances that control product selection and for procedures required for processing such selections.

PART 3 - EXECUTION

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3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
  - 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600

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**SECTION 01631 - SUBSTITUTIONS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

A. This Section includes Contractor's administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Submittals" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
2. Division 1 Section "Materials and Equipment" specifies requirements governing the Contractor's selection of products and product options.

**1.3 DEFINITIONS**

A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.

B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:

1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
2. Revisions to the Contract Documents requested by the Owner or Engineer.
3. Specified options of products and construction methods included in the Contract Documents.
4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

**1.4 SUBMITTALS**

A. Substitution Request Submittal: The Engineer will consider requests for substitution if received within 5 days after the Award of Contract of the Work. Requests received more than 5 days after the Award of Contract may be considered or rejected at the discretion of the Engineer.

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1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals.
2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
  - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
  - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
  - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
  - d. Samples, where applicable or requested.
  - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
  - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
  - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
  - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
4. Engineer's Action: If necessary, the Engineer will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Engineer will notify the Contractor of acceptance or rejection of the substitution within 2 weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order.
  - a. Use the product specified if the Engineer cannot make a decision on the use of a proposed substitute within the time allocated.

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

A. Conditions: The Engineer will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Engineer. If the following conditions are not satisfied, the Engineer will return the requests without action except to record noncompliance with these requirements.

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents.

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3. The request is timely, fully documented, and properly submitted.
4. The specified product or method of construction cannot be provided within the Contract Time. The Engineer will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
5. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
6. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
9. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
11. Where a proposed substitution involves more than one prime contractor, each contractor shall cooperate with the other contractors involved to coordinate the Work, provide uniformity and consistency, and assure compatibility of products.

B. The Contractor's submittal and the Engineer's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01631

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SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract close-out including, but not limited to, the following:

1. Inspection procedures,
2. Project record document submittal,
3. Operation and maintenance manual submittal,
4. Submittal of warranties,
5. Final cleaning.

B. Close-out requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
  - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
  - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
2. Advise the Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra stock, and similar items.

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7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
9. Complete final cleanup requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred, exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Engineer will repeat inspection when requested and assured that the Work is substantially complete.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, endorsed and dated by the Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Engineer.
4. Submit consent of surety to final payment.
5. Submit a final liquidated damages settlement statement.
6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure: The Engineer will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Engineer.

1. Upon completion of reinspection, the Engineer will prepare a certificate of final acceptance. If the Work is incomplete, the Engineer will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, reinspection will be repeated.

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1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Engineer's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
  - 1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
  - 2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
  - 3. Note related change-order numbers where applicable.
  - 4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.
  - 1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  - 2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
  - 3. Note related record drawing information and Product Data.
  - 4. Upon completion of the Work, submit record Specifications to the Engineer for the Owner's records.
- D. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.
  - 1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
  - 2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
  - 3. Upon completion of markup, submit complete set of record Product Data to the Engineer for the Owner's records.
- E. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the Engineer and the Owner's personnel at the Project Site to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's Sample storage area.

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F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Engineer for the Owner's records.

G. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch, 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

1. Emergency instructions,
2. Spare parts list,
3. Copies of warranties,
4. Wiring diagrams,
5. Recommended "turn-around" cycles,
6. Inspection procedures,
7. Shop Drawings and Product Data,
8. Fixture lamping schedule.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION**

**3.1 CLOSEOUT PROCEDURES**

1. Provide maintenance bonds.
2. Provide required close out forms.

**3.2 FINAL CLEANING**

A. General: The General Conditions require general cleaning during construction.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each area to the condition expected.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
  - a. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits.

C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction. Immediately repair any damage or disturbance caused by the removal of temporary protection and facilities.

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D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.

1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION 01700

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SECTION 02010 - RESTORATION AND CLEANUP

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This item shall include restoration and/or cleaning of all buildings, structures, equipment, roadway, driveway, and sidewalk pavements, crosswalks, curbs, replacing light poles, etc., along the line of the work, which are removed, destroyed, lost, or injured on account of any act or omission on the part of the Contractor, its agents, servants, or employees in the prosecution of the work, excluding such restoration required by specific items included herein. Restoration shall also include any work not actually listed in the schedule of items in the proposal, which is required for completion of work as described by the plans and contract documents.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 At such times, as may be directed, all buildings, equipment, gutters, sidewalks, driveways, roads, and lawns, etc., affected by the work done under the contract shall be restored by the Contractor to the same condition in which they were at the time of the opening of bids for this contract. On paved surfaces, the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment, the treads or wheels of which are so shaped as to cut or otherwise damage such surfaces. Any necessary topsoiling and seeding shall be done according to the applicable specifications.

3.02 **The Contractor shall not exceed the "limits of construction" or "limits of disturbance." If the limits are exceeded and direct or indirect damage or injury to public or private property occurs by or on account of any act, omission, neglect, or misconduct on the part of the Contractor in the execution of the work, such property shall be restored by the Contractor, at its expense, to a condition equal to that existing before such damage or injury was done, or it shall make good such damage or injury in such other manner as may be acceptable to the Owner or its representative.**

3.03 Periodically, and upon completion of the work performed under this Contract, the Contractor shall remove from the job site material, equipment, debris, etc., placed thereon by it as a consequence of performing this work and which are not required by the Contract to be left as part of the finished work. The entire work and all affected portions of the site shall be left in satisfactory condition. All construction areas shall be swept clean of all material which may have accumulated thereon by reason of the work performed under this Contract, and, if required, they shall be sprinkled with water during the sweeping.

3.04 All existing building, structures, equipment, and appurtenances disturbed by construction shall be cleaned, repaired or replaced, and restored to their original condition.

PART 4 - MEASUREMENT AND PAYMENT

4.01 No separate payment will be made for Restoration and Cleanup.

END OF SECTION 02010

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SECTION 02050 – SOIL EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Contractor shall provide labor, equipment, tools, materials, and services needed to accomplish work as described herein and as shown or called out on the Drawings. The Contractor shall be solely responsible for any regulatory fines imposed for improper erosion control. Contractor is solely responsible to employ any other means and methods necessary to prevent sedimentation of the Waters of the Commonwealth at his expense. No additional payment will be made for the Lump Sum price item Soil Erosion and Sediment Control.

PART 2 - PRODUCTS

2.01 MATERIALS

A. All materials shall be in accordance with the description herein and as shown or called out on the Drawings.

PART 3 - EXECUTION

3.01 PROCEDURES

A. The Contractor shall schedule and conduct his operations to minimize erosion of soils and to prevent silting and muddying of wetlands, streams, rivers, irrigation systems and impoundments (lakes, reservoirs, etc.). Construction of facilities and performance of the contract work which will contribute to the control of erosion and sedimentation shall be carried out in conjunction with earthwork operations, or as soon thereafter as practicable. The area of bare soil exposed at any one time by construction operations shall be kept to a minimum.

B. Prior to the suspension of construction operations for appreciable lengths of time, the Contractor shall shape the earthwork in a manner that will permit storm runoff with a minimum of erosion. Temporary erosion and sedimentation control measures such as berms, dikes, or slope drains, deemed necessary by the Engineer, shall be provided and maintained until permanent erosion control features are completed and operative. Temporary erosion measures will be considered as a subsidiary obligation of the Contractor during the course of his work.

C. The Contractor shall also conform to the following practices and controls:

1. Waste or disposal areas shall be located and constructed in a manner that will keep sediment from entering streams.
2. When work areas are located in or adjacent to drainage facilities, such areas shall be separated from the easement by a dike or other barrier to keep sediment from entering a drainage easement. Care shall be taken during the construction and removal of such barriers to minimize the siltation of adjacent drainage facilities or streams.
3. Pollutants such as fuels, lubricants, bitumens. Raw sewage and other harmful materials shall not be discharged into storm sewers, near rivers, streams, wetlands, and impoundments or into

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natural or manmade channels leading thereto. Wash water or waste from concrete mixing operations shall not be allowed to enter live streams, or discharged in wetlands.

4. All applicable regulations of fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be compiled with in the performance of the contract.
5. Any area disturbed and left bare for twenty (20) days or more shall have a temporary seeding applied.
6. When drainage ways are crossed, they shall not be left blocked overnight if this blockage could cause siltation downstream, or flooding to adjacent property. All drainage ways shall be restored to existing conditions or improved as directed by the Engineer.
7. Dumping of excavated or spoil material into adjacent streams or on the banks of the stream where it may wash or slide into stream waters shall not be permitted.
8. Pumping of silt laden water from trenches into streams or wetlands shall not be allowed.
9. All construction equipment shall be operated in such a manner as to prevent pollution of any streams.
10. Excavated material or new backfill shall not be stored between trenches and bodies of water, rather they shall be stored on the opposite side of the trench.
11. All restoration work shall proceed as the work progresses and not left until end of the project.

D. When it becomes necessary, the Engineer will inform the Contractor of unsatisfactory construction procedures and operations insofar as erosion control and water pollution are concerned. If the unsatisfactory construction procedures and operations are not corrected promptly, the Engineer may suspend the performance of the construction until the unsatisfactory condition has been corrected.

END OF SECTION 02050

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SECTION 02080 - UTILITY MATERIALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Contractor shall coordinate his work with the affected utility companies. All utilities at the street surface shall be adjusted to proposed finished grade prior to final overlay by the Contractor at the utility company's direction or the utility company may elect to perform the work. No separate payment for work done by the utility company shall be made to the Contractor for this contract. Contractor shall make provision in his bid incidental to other unit price items for the cost of the coordination of utility cap/rim adjustments by either himself or the utility company as required to achieve the design pavement grades indicated on the contract drawings. All surface utilities shall be placed flush with the finish grade paving. All utility work shall be in accordance with the utility company requirements and subject to their approval. Any newly constructed pavement, lawn, and sidewalk that must be disturbed as a result of failure of any existing or new utility will be repaired at the Contractor's expense.

END OF SECTION 02080

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SECTION 02230 - SITE CLEARING/DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Contractor shall strictly adhere to the limits of pavement removal within the limits of each phase as indicated on the construction phasing as approved at the pre-construction meeting. Contractor shall remove existing trees, curb, sidewalk, inlets, piping, paving, subbase, and subgrade materials and any other materials as required to affect the proposed work within the limits of work indicated on the contract drawings.

Contractor shall not remove more paving in one day than he is able to excavate, proof compact to the proposed subgrade elevation, place and compact the subbase material to the required 95% of the ASTM D-1557 modified proctor compaction limit. Contractor shall be responsible to monitor and keep dust under control to not be a nuisance to the adjoining property owners. Contractor shall notify the Engineer and his inspector, in advance, to be onsite when site clearing pavement removals work is being performed. Contractor shall be solely responsible for locating and bearing the expense of disposal of waste materials at waste disposal areas in accordance with state, local and federal regulations.

- C. Contractor shall be responsible for legally disposing of excavated materials in a licensed or government approved area. A letter of acceptance from the owner of the property where materials will be deposited releasing the Township from all responsibility shall be submitted to the Project Engineer. Excavated material shall be disposed of in an environmentally safe manner.

1.2 SUMMARY

- A. This Section includes the following:
  1. Protecting existing trees and vegetation to remain,
  2. Removing trees and other vegetation,
  3. Clearing and grubbing and pavement removal,
  4. Topsoil stripping,
  5. Removing above-grade site improvements,
  6. Disconnecting, capping or sealing, and abandoning site utilities in place,
  7. Disconnecting, capping or sealing, and removing site utilities,
  8. Saw cutting existing pavement, curb, sidewalk, etc. as required at the limits of the proposed construction,
  9. Removing unwanted materials from within the limits of construction,
  10. All earthwork necessary and required to prepare the site for the installation and construction of all roadway and site improvements as shown on the plans or indicated in the specifications. The contractor shall complete all cuts and fills, furnish, install and

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compact fill materials; any excavation, backfilling and compaction necessary to provide a suitable roadway subgrade satisfactory to the Engineer; dewatering, completion and maintenance of the site grading from the elevation of the deepest excavation on the site to the finished grades shown on the drawings. Also included is the disposal of unsuitable on-site material, layout and construction of work, stock pike, and temporary storage areas and other work required to grade the roadway and site as shown on the contract plans and as specified in these documents. Hauling and dumping costs for unsuitable material shall be borne by the Contractor.

The Contractor shall be required to provide adequately sized equipment for the excavation, backfilling and grading of on-site materials in order to grade the roadway according to the proposed grading as shown on the plans.

11. Test Pits – shall be performed at existing utility crossings, including, but not limited to, sanitary sewer crossings and water main crossings, to verify depth prior to submitting storm sewer structure shop drawings. Completely backfill or provide steel plates until storm sewer work can be accomplished.

B. Related Sections include the following:

1. Division 1 Section "Field Engineering" for verifying utility locations and for
2. Division 2 Section "Tree Protection and Trimming" for protecting trees remaining on-site that are affected by site operations.
3. Division 2 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.
4. Division 2 Section "Landscaping" for finish grading, including placing and preparing topsoil for lawns and planting.

1.3 DEFINITIONS

- A. Topsoil defined below is the raw material that may need screening and amending before meeting landscaper's definition of topsoil.
- B. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of weeds, roots, and other deleterious materials.
- C. Demolition: The complete excavation and removal of existing surface and subgrade structures, bituminous or concrete pavements, concrete aprons, driveways, curbs, gutters or sidewalks within the limits shown on the Drawings, or as directed by the Project Engineer, in preparation for new construction.
- D. Roadway demolition includes removing existing pavement base courses and all other subsurface materials to subgrade level.
- E. Unwanted materials: Those which are not designated to be salvaged and will not become an integral part of the finished work of the Project.

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**1.4 MATERIALS OWNERSHIP**

A. Except for materials indicated to be removed and replaced, including signs, cleared materials shall become Contractor's property and shall be removed from the site.

**1.5 SUBMITTALS – Contractor shall prepare:**

A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.

Record drawings according to Division 1 Section "Contract Close-out."

1. Identify and accurately locate capped utilities and other subsurface structural, electrical, and mechanical conditions.

**1.6 QUALITY ASSURANCE**

A. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

**1.7 PROJECT CONDITIONS**

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and prior notification of the homeowners. Minimize inconvenience to homeowners and businesses.
2. Provide alternate routes around closed or obstructed traffic ways as required by Authority having jurisdiction.

B. Improvements on Adjoining Property: Curb and sidewalk work adjacent to existing homeowner's property shall be replaced near existing grade. No separate easement will be required to perform this work.

C. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

D. Notify utility locator service for area where Project is located before site clearing.

E. All residents, along with the Engineer, shall be given a minimum of forty-eight (48) hours notice prior to the intended start of demolition work and again to the residents prior to the start of work in each individual phase.

F. The Contractor shall make himself/herself fully aware of the conditions existing throughout the extent of the work, including but not limited to the types of equipment required to perform

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the work, and the character, quality, quantity and types of materials which might be encountered.

- G. Temporary soil erosion control measures to control water and air pollution, through use of mulch, grass, straw bales, rock inlet protection, filtration dikes, rip rap or silt barrier fencing, shall be in place before any earthwork operation may begin.
- H. Maintain area within the limits of construction in as clean a condition possible during progress of demolition work. Limit dust to lowest level practical.
- I. Provide and maintain signs, flashing lights, barricades, markers, and other protective devices as required to conform with construction operations and provide for the safety of the general public at no additional cost to the Owner.
- J. Take all necessary precautions, including barricades, barrels, flashing lights, etc., to insure against damage to existing work to remain in place, to be reused, or to remain the property of the Owner. Any damage to such work shall be repaired or replaced, whichever is approved, at no additional cost to the Owner.
- K. Protect all trees, plants, grass and other landscaping from damage. Replace any trees, plants or other landscaping materials designated to remain that are damaged during the work under this contract.
- L. Take all precautions and utilize all facilities required to protect existing utilities and structures. Contractor is to verify utility locations and take appropriate action to avoid damage to them. Immediately report to the Utility and the Project Engineer any break, leak or other damage to the lines or protective coatings made or discovered during the prosecution of the work and immediately alert nearby homeowners of any emergency created or discovered.
- M. The Engineer is to be notified immediately if any utilities are disturbed during demolition operations. Any utilities damaged during the excavation process shall be completely repaired in kind to their original condition by the Contractor or the utility itself, at their option. Such repairs must be satisfactory to the Engineer and the utility. All costs for these repairs will be Contractor's responsibility.
- N. The length of roadway to be excavated during any given day will depend upon the Contractor's ability to prepare, grade and roll the subgrade and install approved stone and make the road passable. The Contractor will not excavate road base areas beyond that which the Engineer concurs can be temporarily left exposed to the elements and remain stable for receiving proposed stone base course. The maximum length of roadway excavation permitted in any day shall be limited to five hundred feet (500') unless otherwise approved by the Engineer.
- O. Roadways shall be passable for emergency vehicles at all times. Access for utility personnel shall be maintained at all times to all utilities, including but not limited to, fire hydrants, valve pits covers, valve boxes, curb boxes and other utility controls.
- P. Maintain access to all intersecting streets. The closing of driveway accessibility will be limited to a single day while roadway is excavated. Contractor will be required to make ramps for driveway access using 2A stone. This stone shall then be relocated or removed. Street

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plates may also be used. The cost of such temporary ramps shall be considered as incidental to the Project. No additional payment will be made for these ramps.

- Q. No concrete work shall be broken by a dropped-weight device where a possibility of damage to public or private facilities or utilities exists, or where public safety is jeopardized.
- R. Any concrete not indicated to be removed, either on the Drawings or at the direction of the Engineer, which becomes chipped, cracked, shifted, undermined or disturbed in any way shall be replaced by the Contractor at his own expense when directed to do so by the Engineer.
- S. Burning of materials as a means of disposal of refuse, debris or other unwanted materials shall not be permitted at the project site.
- T. The Contractor will not mobilize excavation equipment to the next area scheduled for work until he obtains permission from the Engineer. To proceed to the next area, the Contractor must have adequate crews and equipment to continue with the next required steps of construction at the original location.
- U. Contractor shall keep himself informed each day of forecasted inclement weather conditions and will not expose the subgrade when the local forecast warns of unsuitable weather conditions for exposing subsoils.
- V. Comply with all State and local code and permit requirements and regulations.
- W. Any hauling and dumping fees, or fines, shall be paid by the Contractor.

## **PART 2 - PRODUCTS**

### **2.1 SOIL MATERIALS**

- A. **Satisfactory Soil Materials:** Requirements for satisfactory soil materials are specified in Division 2 Section "Earthwork."
  - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

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- D. Verify the extent of demolition to be performed prior to commencing work.
- E. Contractor shall satisfy himself as to the conditions existing throughout the limits of the work, including but not limited to the type of equipment required to perform the work, and the character, quantity, quality and types of materials which may be encountered.
- F. Arrange for verification of locations of all utility services within the limits of construction for the Project. Review same for any possible conflicts and schedule test pit verification with the Engineer.
- G. Items designated to be salvaged or restored, as approved by the Engineer, will be clearly marked.
- H. Remove items indicated to be salvaged for the Owner and place in the designated storage area, at no addition cost to the Owner.

**3.2 TREE PROTECTION**

- A. Erect and maintain a temporary fence around drip line of individual trees or around perimeter drip line of groups of trees to remain (any trees or landscaping not scheduled to be removed). Remove fence when construction is complete.
  - 1. Do not store construction materials, debris, or excavated material within drip line of remaining trees.
  - 2. Do not permit vehicles, equipment, or foot traffic within drip line of remaining trees.
- B. Do not excavate within drip line of trees, unless otherwise indicated.
- C. Where excavation for new construction is required within drip line of trees to remain, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
  - 1. Cover exposed roots with burlap and water regularly.
  - 2. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
  - 3. Coat cut faces of roots more than 1-1/2 inches in diameter with emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
  - 4. Cover exposed roots with wet burlap to prevent roots from drying out. Backfill with soil as soon as possible.
- D. Repair or replace trees and vegetation not indicated to be removed that are damaged by construction operations, in a manner approved by Engineer.
  - 1. Employ a qualified arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
  - 2. Replace trees that cannot be repaired and restored to full-growth status, as determined by the qualified arborist.

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**3.3 UTILITIES**

- A. Contractor shall arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing.
  - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
  - 1. Arrange to shut off indicated utilities with utility companies.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by homeowner's or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Utility companies' written permission.

**3.4 CLEARING AND GRUBBING**

- A. Remove obstructions as indicated on the contract drawings, train lot materials, existing paving and gravel areas, trees, shrubs, grass, telephone poles, weedy growth at rear of the proposed parking area, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
  - 1. Do not remove trees, shrubs, and other vegetation indicated not indicated to be removed.
  - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
  - 3. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
  - 4. Use only hand methods for grubbing within drip line of remaining trees.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory compacted soil material, unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding 8-inch loose depth, and compact each layer to a density equal to adjacent original ground.

**3.5 APPLICATION**

- A. Clean saw cut existing pavement, driveways, aprons, gutters, handicap ramps, etc. as required to prepare for proper blending of new work with the existing at the limits of the proposed construction.
- B. Remove designated existing surface and subgrade structures, bituminous or concrete pavement and base courses, driveways, curb, sidewalk, RCP etc., in order to construct the proposed improvements as indicated on the plans.

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- C. For any abandoned manholes, the frames and covers shall be removed and returned to the Owner at a designated location. The manhole itself shall be filled with crushed stone to the subgrade level. Any portion of the manhole projecting above this elevation shall be removed and disposed of by the Contractor as part of the excavation.
- D. Undercutting or excess excavation to depths below the required subgrade limits as shown on the Drawings, where not directed by the Engineer, shall be replaced at the Contractor's expense with suitable granular fill material as approved by the Engineer. Reuse of existing on-site materials will not be allowed.

3.6 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them in accordance with state, local and federal regulations off Owner's property.

END OF SECTION 02230

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**SECTION 02231 - TREE PROTECTION AND TRIMMING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the protection and trimming of trees that interfere with, or are affected by, execution of the Work, whether temporary or new construction.
- B. Related Sections include the following:
  - 1. Division 2 Section "Site Clearing" for removal limits of trees, shrubs, and other plantings affected by new construction.
  - 2. Division 2 Section "Earthwork" for building and utility trench excavation, backfilling, compacting and grading requirements, and soil materials.

**1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Certification: From a qualified arborist that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- D. Maintenance Recommendations: From a qualified arborist for care and protection of trees affected by construction during and after completing the Work.

**1.4 QUALITY ASSURANCE**

- A. Tree Service Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site on a full-time basis during execution of the Work.
- B. Arborist Qualifications: An arborist certified by the International Society of Arboriculture or licensed in the jurisdiction where Project is located.

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C. Tree Pruning Standards: Comply with ANSI A300, "Trees, Shrubs, and Other Woody Plant Maintenance--Standard Practices," unless more stringent requirements are indicated.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D 448, Size 24, with 90 to 100 percent passing a 2-1/2-inch sieve and not more than 10 percent passing a 3/4-inch sieve.
- B. Topsoil: Fertile, friable, surface soil, containing natural loam and complying with ASTM D 5268. Provide topsoil that is free of stones larger than 1 inch in any dimension and free of other extraneous or toxic matter harmful to plant growth. Obtain topsoil only from well-drained sites where soil occurs in depth of 4 inches or more; do not obtain from bogs or marshes.
- C. Filter Fabric: Manufacturer's standard, nonwoven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.
- D. Chain Link Fence: Temporary snow fencing, 48 inches high, steel post, with tie wires and other accessories for a complete fence system.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Temporary Fencing: Install temporary fencing located as indicated or outside the drip line of trees to protect remaining vegetation from construction damage.
- B. Protect tree root systems from damage due to noxious materials caused by runoff or spillage while mixing, placing, or storing construction materials. Protect root systems from flooding, eroding, or excessive wetting caused by dewatering operations.
- C. Do not store construction materials, debris, or excavated material within the drip line of remaining trees. Do not permit vehicles or foot traffic within the drip line; prevent soil compaction over root systems.
- D. Do not allow fires under or adjacent to remaining trees or other plants.

### 3.2 EXCAVATION

- A. Install shoring or other protective support systems to minimize sloping or benching of excavations.
- B. Do not excavate within drip line of trees, unless otherwise indicated.

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- C. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.
  - 1. Relocate roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and relocate them without breaking. If encountered immediately adjacent to location of new construction and relocation is not practical, cut roots approximately 3 inches back from new construction.
  - 2. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
- D. Where utility trenches are required within drip line of trees, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.
  - 1. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

### 3.3 REGRADING

- A. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade beyond drip line of trees. Maintain existing grades within drip line of trees.
- B. Minor Fill: Where existing grade is 6 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.
- C. Moderate Fill: Where existing grade is more than 6 inches, but less than 12 inches, below elevation of finish grade, place drainage fill, filter fabric, and topsoil on existing grade as follows:
  - 1. Carefully place drainage fill against tree trunk approximately 2 inches above elevation of finish grade and extend not less than 18 inches from tree trunk on all sides. For balance of area within drip-line perimeter, place drainage fill up to 6 inches below elevation of grade.
  - 2. Place filter fabric with edges overlapping 6 inches minimum.
  - 3. Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.

### 3.4 TREE PRUNING

- A. Prune remaining trees affected by temporary and new construction.
- B. Prune remaining trees to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by qualified arborist.
- C. Pruning Standards: Prune trees according to ANSI A300 as follows:

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1. Type of Pruning: Crown cleaning.
2. Type of Pruning: Vista pruning.
3. Type of Pruning: Crown restoration.

D. Cut branches with sharp pruning instruments; do not break or chop.

E. Chip branches removed from trees. Spread chips where indicated or as directed by Architect.

3.5 TREE REPAIR AND REPLACEMENT

- A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to written instructions of the qualified arborist.
- B. Remove and replace dead and damaged trees that the qualified arborist determines to be incapable of restoring to a normal growth pattern.
  1. Provide new trees of 6-inch caliper size and of a species selected by Engineer when trees more than 6 inches in caliper size, measured 12 inches above grade, are required to be replaced.

3.6 DISPOSAL OF WASTE MATERIALS

- A. Burning is not permitted.
- B. Disposal: Remove excess excavated material, displaced trees, and excess chips from Owner's property.

END OF SECTION 02231

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SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Preparing subgrade for pavements and topsoil installation,
2. Subbase course for pavements,
3. Base course for asphalt paving.

B. Related Sections include the following:

1. Division 2 Section "Site Clearing" for site stripping, grubbing, removing topsoil, and protecting trees to remain.
2. Division 2 Section "Landscaping" for finish grading, including placing and preparing topsoil for lawns and plantings.

1.3 DEFINITIONS

A. Backfill: Soil materials used to fill an excavation.

B. Base Course: Layer placed between the subbase course and asphalt paving.

C. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.

D. Excavation: Removal of material encountered above subgrade elevations. All excavation within the project limits is considered **unclassified** for the road reconstruction and all related work regardless of the character of surface and subsurface conditions encountered, including, but not limited to, rock, soil materials, concrete, concrete subbase, underground structures and obstructions. No additional payment shall be made for these materials.

1. Additional Excavation: Excavation below subgrade elevations as directed by the Engineer. Additional excavation and replacement material will be paid for according to Contract cubic yard unit price for Subgrade stabilization. Subgrade stabilization shall be made by undercutting below the proposed subgrade excavation elevation, placing geotextile fabric and backfilling with 2A stone in 6" compacted lifts to the design subgrade elevation.

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2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
3. Separate Payment shall not be made for excavation other than roadway excavation all costs thereof shall be included in the unit price bid for the respective item including but not limited to, sidewalk, driveway aprons, curb, etc.

E. Fill: Soil materials used to raise existing grades. Soil fill areas are fill areas occurring outside of the proposed cartway, and those areas within the roadway area to bring the elevation up to the proposed stone subgrade elevation.

F. Structures: man-made stationary features constructed above or below the ground surface.

G. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or stone layer placed between the subgrade and a concrete pavement or curb.

H. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

I. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

**1.4 SUBMITTALS**

A. Product Data: For the following:

B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve as directed by the Engineer according to ASTM D 1557 for each on-site or borrow soil material proposed for fill and backfill.

**1.5 QUALITY ASSURANCE**

A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

B. Pre-excavation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

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**1.6 PROJECT CONDITIONS**

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Engineer's written permission.
  - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

**PART 2 - PRODUCTS**

**2.1 SOIL MATERIALS**

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Backfill and Fill: Satisfactory soil materials.
- E. Subbase: PennDOT 2A stone as supplied by an approved PennDOT quarry. Slag materials shall not be allowed for the subbase.
- F. Base Course: as specified on the design plans meeting the specifications of PennDOT Publication 408, Latest Edition.

**2.2 ACCESSORIES**

- A. Drainage Fabric: Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
  - 1. Grab Tensile Strength: 110 lbf; ASTM D 4632.
  - 2. Tear Strength: 40 lbf; ASTM D 4533.
  - 3. Puncture Resistance: 50 lbf; ASTM D 4833.
  - 4. Water Flow Rate: 150 gpm per sq. ft.; ASTM D 4491.
  - 5. Apparent Opening Size: No. 50; ASTM D 4751.

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B. Separation Fabric: Woven geotextile, specifically manufactured for use as a separation geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:

1. Grab Tensile Strength: 200 lbf; ASTM D 4632.
2. Tear Strength: 75 lbf; ASTM D 4533.
3. Puncture Resistance: 90 lbf; ASTM D 4833.
4. Water Flow Rate: 4 gpm per sq. ft.; ASTM D 4491.
5. Apparent Opening Size: No. 30; ASTM D 4751.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrade and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrade, and from flooding Project site and surrounding area.
- B. Protect subgrade from softening, undermining, washout, and damage by rain or water accumulation.
  1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
  2. Install a dewatering system to keep subgrade dry and convey ground water away from excavations. Maintain until dewatering is no longer required.
  3. Separate payment shall not be made for any dewatering procedures or equipment.

### 3.3 EXPLOSIVES

- A. Do not use explosives.

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3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, concrete, concrete subbase and obstructions. No additional payment shall be made for rock, concrete, concrete subbase or other debris materials.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.5 EXCAVATION FOR PAVEMENTS

A. Excavate surfaces under pavements, underdrains, storm piping, storm structures, sidewalks, curbs, driveways, slope grading, topsoil subgrade, and all other excavated surfaces etc. to indicated cross sections, elevations, and grades.

3.6 APPROVAL OF SUBGRADE

A. Notify Engineer or his inspector representative when excavations have reached required subgrade.

B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

1. Additional excavation and replacement material will be paid for according to Contract provisions for Embankment or Subgrade Stabilization (1.3.D.1), whichever applies and is approved by the Engineer. Embankment materials shall be clean fill with <15% silts and clays, no organic material, and no stones over 4" in diameter.

C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrade.

D. Reconstruct subgrade damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

3.7 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust. Contractor shall make provision for temporarily stockpiling the minimal amount of topsoil that must be excavated at an offsite location. Contractor is solely responsible for erosion control of materials stored in offsite locations.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

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3.8 BACKFILL

Place and compact backfill in excavations promptly.

3.9 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.

3.10 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.11 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than 6 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
  - 1. Under pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 95 percent.
  - 2. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 90 percent.

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### 3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water to prevent ponding. Finish subgrade to required elevations within the following tolerances:
  - 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
  - 2. Pavements: Plus or minus 1/2 inch.

### 3.13 SUBBASE AND BASE COURSES

- A. Under pavements and walks, place subbase course on prepared subgrade and as follows:
  - 1. Place base course material over subbase.
  - 2. Compact subbase stone at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
  - 3. Shape subbase to required crown elevations and cross-slope grades.
  - 4. When thickness of compacted subbase or base course is 5 inches or less, place materials in a single layer.
  - 5. When thickness of compacted subbase exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick.
  - 6. All base courses shall be compacted in accordance with ASTM D-1507.

### 3.14 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor shall engage a qualified independent geotechnical engineering testing agency to perform field quality-control compaction testing at all locations and frequencies as required by the Owner's Engineer. Testing agency expenses shall be borne by the Contractor and shall be included in the determination of his unit price bid for the various related items.
- B. Allow testing agency to inspect and test subgrade and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1557, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

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1. Paved Areas: At subgrade and at each compacted fill and backfill layer, and each asphalt paving course, at least one test for every 2000 SF or less of paved area or building slab, but in no case fewer than three tests.
- D. When testing agency reports that subgrade, fills, or backfill have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

**3.15 PROTECTION**

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

**3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

## SECTION 02512 – HOT-MIX ASPHALT - SUPERPAVE

### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS: Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section. PennDOT Form 408 in its entirety, except payment provisions, and Sections 309 and 409 in particular are also included by reference as applicable specifications.
- 1.2 **SUMMARY:** This work consists of the work required for the proper installation of paving materials and sealing in areas designated on the Contract Drawings. Refer to Construction Drawings for types and quantities of materials. All pavement stone and pavement materials shall be acquired from an approved PennDOT plant. Certification that the plant is PennDOT approved must be submitted to the Engineer for approval. All paving shall be performed by a PennDOT approved installer. Certification that the installer is PennDOT approved must be submitted to the Engineer for approval. No slag based products or recycled materials will be allowed notwithstanding any PennDOT approval for this type of material.
  - A. This Section includes the following: Hot-mix asphalt paving, patching, overlays, and marking paint.
    1. Related Sections include the following: aggregate subbase and base courses and aggregate pavement shoulders.
- 1.3 The contractor is responsible to ensure that the proper material is provided by supplying a copy of an approved PennDOT Bituminous Asphalt Mix Design a minimum of 5 working days prior to the start of the work or at the pre-construction meeting. The contractor shall also supply the municipality with a Daily Bituminous Material Certification on a TR-465 or CS-4171 within 24 hours of placing the bituminous material for each day's placement.
- 1.4 SYSTEM DESCRIPTION
  - A. Provide hot-mix asphalt pavement according to the materials, workmanship, and other applicable requirements of the standard specifications of the state or of authorities having jurisdiction.
    1. Standard Specification: As indicated and in accordance with PennDOT Form 408 requirements. When there is a discrepancy between the project specifications and PennDOT Form 408, Form 408 requirements shall govern for pavement materials and installation. **Except no slag or recycled materials (other than RAP) shall be allowed.** Contractor is solely responsible for locating a waste disposal area and shall dispose of all waste materials in accordance with state, local, and federal regulations.

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2. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

**1.5 SUBMITTALS**

- A. Product Data: For each product specified. Include technical data and tested physical and performance properties.
- B. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work. Supply materials from an approved PennDOT asphalt mixing plant. Provide certification of the same.
- C. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate dedicated handicapped spaces with international graphics symbol.
- D. Samples: 12 by 12 inches minimum, of paving fabric.
- E. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
- F. Material Test Reports: Indicate and interpret test results for compliance of materials with requirements indicated.
- G. Material Certificates: Certificates signed by manufacturers certifying that each material complies with requirements.
- H. Daily Bituminous Material Certification: as required by Section 1.3

**1.6 QUALITY ASSURANCE**

- A. Installer Qualifications: Contractor shall engage an experienced installer who has completed Superpave hot-mix asphalt paving similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance of Superpave.
- B. Manufacturer Qualifications: Engage a firm experienced in manufacturing hot-mix asphalt similar to that indicated for this Project and with a record of successful in-service performance.
  1. Firm shall be a registered and approved paving mix manufacturer with PennDOT.
- C. Testing Agency Qualifications: Demonstrate to Engineer's satisfaction, based on Engineer's evaluation of criteria conforming to ASTM D 3666, that the independent testing agency has the experience and capability to satisfactorily conduct the testing indicated without delaying the Work.
- D. Regulatory Requirements: Conform to applicable PennDOT requirements for all asphalt paving work, particularly on State Roads.

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- E. Asphalt-Paving Publication: Comply with AI's "The Asphalt Handbook," except where more stringent requirements are indicated.
- F. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 1 Section "Project Meetings" Review methods and procedures related to asphalt paving including, but not limited to, the following:
  - 1. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
  - 2. Review condition of substrate and preparatory work performed by other trades.
  - 3. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
  - 4. Review and finalize construction schedule for paving and related work. Verify availability of materials, paving Installer's personnel, and equipment required to execute the Work without delays.
  - 5. Review inspection and testing requirements, governing regulations, and proposed installation procedures.
  - 6. Review forecasted weather conditions and procedures for coping with unfavorable conditions.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location and within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if substrate is wet or excessively damp or if the following conditions are not met:
  - 1. Prime and Tack Coats: Minimum surface and air temperature of 40 deg F and rising at time of placement. Apply only when the surface is dry.
  - 2. Asphalt Base Course: Minimum surface and air temperature of 35 deg F and rising at time of placement.
  - 3. Asphalt Surface Course: Minimum surface and air temperature of 40 deg F at time of placement.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, 50 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

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2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations. Provide aggregate from sources listed in PennDOT Bulletin 14. Aggregate shall conform to the quality requirements for Superpave Asphalt Mixture Design as specified in PennDOT Bulletin 27. For wearing courses, provide aggregate with at least the SRL designation specified.
- B. Coarse Aggregate: Meeting the requirements of PennDOT Publication 408, Section 409.2(b)3.
- C. Fine Aggregate: Meeting the requirements of PennDOT Publication 408, Section 409.2(b)3.
- D. Mineral Filler: Meeting the requirements of PennDOT Publication 408, Section 409.2(d).

2.2 ASPHALT MATERIALS

- A. Bituminous Materials: Virgin Mix, Furnish material conforming to the requirements of Standard Specifications for Performance-Graded Asphalt Binder, AASHTO M 320, except as revised in PennDOT Bulletin 25. Obtain material from a source listed in PennDOT Bulletin 15 for the specified grade. Provide QC testing and certification as specified in PennDOT Pub. 408 Section 106.3(b) and 702.1(b)1. Provide a copy of a signed Bill of Lading for bituminous material on the first day of paving and when the batch number changes.
- B. Prime Coat: Per PennDOT Publication 408, Section 461.
- C. Tack Coat: Emulsified Asphalt, Class AE-T, Per PennDOT 408 Sections 460 and 702.
- D. Water: Potable.

2.3 AUXILIARY MATERIALS

- A. Sand: ASTM D 1073, Grade Nos. 2 or 3.
- B. Paving Geotextile: Nonwoven polypropylene, specifically designed for paving applications, resistant to chemical attack, rot, and mildew.

2.4 MIXES

- A. Hot-Mix Asphalt: Provide dense, hot-laid, hot-mix asphalt plant mixes approved by PennDOT; designed according to procedures in AI's "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with the following requirements:
  1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
  2. Provide mixes meeting the requirements of PennDOT Form 408 for the type of paving material specified.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.
- B. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.
- C. Notify Engineer in writing of any unsatisfactory conditions. Do not begin paving installation until these conditions have been satisfactorily corrected.

### 3.2 COLD MILLING

- A. In accordance with PennDOT Publication 408 Section 492. Clean existing paving surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement, including hot-mix asphalt and, as necessary, unbound-aggregate base course, by cold milling to grades and cross sections indicated.
  1. Repair or replace curbs, manholes, and other construction damaged during cold milling.

### 3.3 PATCHING AND REPAIRS

- A. Patching: Saw cut perimeter of patch and excavate existing pavement section to sound base. Recompact new subgrade. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically.
  1. Tack coat faces of excavation and allow to cure before paving.
  2. Fill excavation with dense-graded, hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.
  3. Partially fill excavation with dense-graded, hot-mix asphalt base mix and compact while still hot. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.
- B. Leveling Course: Install and compact leveling course consisting of dense-graded, hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.
  1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.
- C. Crack and Joint Filling: Remove existing filler material from cracks or joints to a depth of 1/4 inch. Refill with asphalt joint-filling material to restore watertight condition. Remove excess filler that has accumulated near cracks or joints.
- D. Tack Coat: Apply uniformly to existing surfaces of previously constructed asphalt or Portland cement concrete paving and to surfaces abutting or projecting into new, hot-mix asphalt pavement. Apply at a uniform rate of 0.05 to 0.15 gal./sq. yd. of surface.
  1. Allow tack coat to cure undisturbed before paving.

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2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

**3.4 SURFACE PREPATION**

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
  1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- B. Prime Coat: Apply uniformly over surface of compacted-aggregate base at a rate of 0.15 to 0.50 gal./sq. yd. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure for 72 hours minimum.
  1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use just enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
  2. Protect primed substrate from damage until ready to receive paving.
  3. Adjust valve boxes located within the project limits to be flush with the top of bituminous wearing course. No separate payment shall be made for same.

**3.5 HOT-MIX ASPHALT PLACING**

- A. Machine place hot-mix asphalt mix on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness, when compacted.
  1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
  2. Place hot-mix asphalt surface course in single lift.
  3. Spread mix at minimum temperature of 265 deg F.
  4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
  5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide, except where infill edge strips of a lesser width are required.
  1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete asphalt base course for a section before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

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3.6 JOINTS

- A. Construct joints to ensure continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.
  - 1. Clean contact surfaces and apply tack coat.
  - 2. Offset longitudinal joints in successive courses a minimum of 6 inches.
  - 3. Offset transverse joints in successive courses a minimum of 24 inches.
  - 4. Construct transverse joints by bulkhead method or sawed vertical face method as described in AI's "The Asphalt Handbook."
  - 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
  - 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.7 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.
  - 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Accomplish breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Repair surfaces by loosening displaced material, filling with hot-mix asphalt, and rerolling to required elevations.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling, while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
  - 1. Average Density: 96 percent of reference laboratory density according to ASTM D 1559, but not less than 94 percent nor greater than 100 percent.
  - 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while still hot, with suitable hand tools. Do not use rakes. Compact thoroughly using tamper or other satisfactory method.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials. Remove paving course over area affected and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

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H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

**3.8 INSTALLATION TOLERANCES**

A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/4 inch.
2. Surface Course: Plus 1/4 inch, no minus.

B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/4 inch.
2. Surface Course: 1/8 inch.
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

**3.9 PAVEMENT MARKING**

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Engineer. Contractor shall replace any pavement markings lost as a result of the road reconstruction, in kind to the markings that preexisted construction.

B. Allow paving to cure for 30 days before starting pavement marking.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

**3.10 FIELD QUALITY CONTROL**

Testing shall be as required by the Engineer at the Contractor's expense. No separate payment will be made for this work. The Contractor shall make provision for soil, subbase, and paving materials testing in his bid in accordance with the requirements of this specification.

A. Testing Agency: Contractor shall engage a qualified independent testing agency to perform field inspections and tests and to prepare test reports.

1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.

B. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.

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- C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- E. In-Place Density
  - 1. In-place density of compacted pavement will be determined by field density testing.
    - a. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.11 WATER

- A. The Contractor shall provide, at his own expense, all facilities required for the water supply necessary for drinking purposes as well as water required for the work.

END OF SECTION 02511

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SECTION 02630 – STORM DRAINAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes storm drainage for roadways. Roof drains that currently discharge to the street shall be tied into the proposed storm system where feasible as determined by the Engineer. Contractor shall make provision in his bid for all such occurrences. No additional payment will be made for these connections.

1.3 DEFINITIONS

A. CMP: Corrugated Metal Pipe  
B. SLCPP: Smooth lined corrugated high density polyethylene pipe (HDPE).  
C. PVC: Polyvinyl chloride plastic.  
D. RCP: Reinforced Concrete Pipe.  
E. TP-HDPE: Thermoplastic Pipe - high density polyethylene pipe

1.4 SUBMITTALS

A. Test Pit results.  
B. Product Data for the following:  
1. Stormwater piping,  
2. Stormwater structures.  
C. Shop Drawings: Include plans, elevations, details, and attachments for the following:  
1. Precast concrete manholes, inlets and other structures, including frames, covers, and grates.  
2. Cast-in-place concrete manholes, inlets and other structures, including frames, covers, and grates.  
D. Coordination Drawings: Show manholes and other structures, pipe sizes, locations, and elevations. Include details of underground structures and connections. Show other piping in

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same trench and clearances from sewerage system piping. Indicate interface and spatial relationship between piping and proximate structures.

- E. Design Mix Reports and Calculations: For each class of cast-in-place concrete.
- F. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

**1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Do not store plastic structures, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle piping, precast concrete manholes, inlets, and other structures according to manufacturer's written rigging instructions.

**1.6 PROJECT CONDITIONS**

- A. Site Information: Perform site survey, research public utility records, perform test pits and verify existing utility locations.
- B. Locate existing structures and piping to be closed and/or abandoned.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by homeowners or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  1. Notify Engineer not less than two days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without Engineer's written permission.

**PART 2 - PRODUCTS**

**2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Smooth Lined Corrugated Polyethylene Pipe:
    - a. Advanced Drainage Systems, Inc. (N-12)
    - b. Approved equal
  3. Underdrain Piping:
    - a. Smart Drain, LLC.
    - b. Approved equal

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**2.2 PIPES AND FITTINGS**

- A. Smooth Lined Corrugated PE Pipe and Fittings with soil tight joints:
  - 1. Nominal pipe sizes shall be 4" to 60" inside diameters and shall meet the requirements of AASHTO Type S, with integrally formed smooth waterway.
  - 2. Pipe manufactured for this specification shall comply with the requirements for test methods, dimensions, and markings found in AASHTO designations M252 and M294.
  - 3. Pipe and fittings shall be made from virgin PE compounds which conform to the applicable current edition of the AASHTO Material Specifications for cell classification as defined and described in ASTM D3350.
  - 4. The fittings shall not reduce or impair the overall integrity of function of the pipeline.
- B. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C 76, Class III, Wall B, for gasketed joints. Provide High strength pipe at locations indicated on the contract drawings.
  - 1. Gaskets: ASTM C 443, rubber.

**2.3 SPECIAL PIPE COUPLINGS AND FITTINGS**

- A. Sleeve-Type Pipe Couplings: ASTM C 1173, rubber or elastomeric sleeve and band assembly fabricated to mate with OD of pipes to be joined, for nonpressure joints.
  - 1. Sleeve Material for Concrete Pipe: ASTM C 443, rubber.
  - 2. Sleeve Material for Plastic Pipe: ASTM F 477, elastomeric seal.
  - 3. Sleeve Material for Dissimilar Pipe: Compatible with pipe materials being joined.
  - 4. Bands: Stainless steel, at least one at each pipe insert.

**2.4 MANHOLES**

- A. Normal-Traffic Precast Concrete Manholes: ASTM C 478, meeting all requirements of PennDOT RC Standards and Form 408, specifically Sections 605 and 714 precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints.
  - 1. Diameter: 48 inches minimum, unless otherwise required.
  - 2. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
  - 3. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
  - 4. Riser Sections: 4-inch minimum thickness, and lengths to provide depth indicated.
  - 5. Top Section: Eccentric-slab type, unless concentric-cone or flat-slab-top type is required. Top of slab of size that matches grade rings.
  - 6. Gaskets: ASTM C 443 rubber.
  - 7. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch- diameter frame and cover.
  - 8. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast or anchor

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into base, riser, and top section sidewalls with steps at 12- to 16-inch intervals. Omit steps for manholes less than 60 inches deep.

9. Pipe Connectors: ASTM C 923 resilient, of size required, for each pipe connecting to base section.

B. Manhole Frames and Covers: ASTM A 536, Grade 60-40-18, ductile-iron castings designed for heavy-duty service. Include 24-inch ID by 7- to 9-inch riser with 4-inch minimum width flange, and 24-inch- diameter cover. Include indented top design with lettering "STORM SEWER" cast into cover.

**2.5 STORMWATER INLETS**

A. Type 'M' gutter Inlets: Made with horizontal gutter opening, of materials and dimensions according to utility standards as specified in PennDOT RC Standards and Form 408, Sections 605 and 714. Include heavy-duty frames and grates.

B. Type 'C' curb Combination Inlets: Made with vertical curb and horizontal gutter openings, of materials and dimensions according to utility standards as specified in PennDOT RC Standards and Form 408, Sections 605 and 714. Include heavy-duty frames and grates.

C. Frames and Grates: Heavy-duty frames and bicycle safe grates according to utility standards according to requirements of PennDOT RC Standards and Form 408.

D. Frames and Grates: Dimensions, opening pattern, free area, and other attributes indicated.

**2.6 CONCRETE**

A. General: Cast-in-place concrete according to ACI 318, ACI 350R, and the following:

1. Cement: ASTM C 150, Type II.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

B. Portland Cement Design Mix: 4500 psi minimum, with 0.45 maximum water-cementitious ratio.

1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60 deformed steel.

C. Structure Channels and Benches: Factory or field formed from concrete. Portland cement design mix, 4500 psi minimum, with 0.45 maximum water-cementitious ratio.

1. Include channels and benches in manholes.

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- a. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
  - 1) Invert Slope: 1 percent (minimum) through manhole, unless otherwise noted.
- b. Benches: Concrete, sloped to drain into channel.
  - 1) Slope: 4 percent.

2. Include channels in inlets.

- a. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
  - 1) Invert Slope: 1 (minimum) percent through catch basin, unless otherwise noted.

D. Ballast and Pipe Supports: Portland cement design mix, 4500 psi minimum, with 0.58 maximum water-cementitious ratio.

- 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
- 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60 deformed steel.

## 2.7 PROTECTIVE COATINGS

- A. Description: One- or two-coat, coal-tar epoxy; 15-mil minimum thickness, unless otherwise indicated; factory or field applied to the following surfaces:
  - 1. Concrete Manholes: On exterior surface.
  - 2. Stormwater Inlets: On exterior surface.
- B. Supports, Anchors, and Setting Devices: Manufacturer's standard, unless otherwise indicated.
- C. PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

## PART 3 – EXECUTION

### 3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Division 2 Section "Earthwork". All costs for same shall be included in the unit price bid for subsurface structures and pipes of the various sizes.

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3.2 IDENTIFICATION

- A. Materials and their installation are specified in Division 2 Section "Earthwork." Arrange for installing green warning tapes directly over piping and at outside edges of underground structures.
  - 1. Use detectable warning tape over ferrous piping.
  - 2. Use detectable warning tape over nonferrous piping and over edges of underground structures.

3.3 PIPING APPLICATIONS

- A. General: Include soil tight joints.
- B. Refer to Part 2 of this Section for detailed specifications for pipe and fitting products listed below. Use pipe, fittings, and joining methods according to applications indicated.
- C. Gravity-Flow Piping: Use the following:
  - 1. NPS 3: ABS, SDR 35, sewer pipe and fittings; solvent-cemented joints; or gaskets and gasketed joints.
  - 2. NPS 15: reinforced-concrete sewer pipe and fittings, gaskets, and gasketed joints
  - 3. NPS 15 to NPS 36: Corrugated PE pipe and fittings; PE sleeve, soil tight couplings; and coupled joints.
  - 4. Reinforced Concrete Pipe (push on gasket), Reinforced Concrete horizontal elliptical pipe (push on gasket), High Strength at locations as noted on the contract plans.

3.4 INSTALLATION, GENERAL

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical.
- B. Install piping and inlets beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Verify location of upstream end of pipe to determine when the bell will be located in relation to the structure prior to beginning installation. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line, and pull past each joint as it is completed.
- C. Use manholes for changes in direction, unless fittings are indicated. Use fittings for branch connections, unless direct tap into existing sewer is indicated.
- D. Use proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow piping and connect to building storm drains, of sizes and in locations indicated. Terminate piping as indicated.

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1. Install piping pitched down in direction of flow, at minimum slope of 0.5 percent, unless otherwise indicated per the plan profiles.
2. Install piping with a minimum of 18 inch minimum cover, except where indicated on the plans. In no condition shall pipe be installed with less cover than recommended by manufacturer's recommendations.

**3.5 PIPE JOINT CONSTRUCTION AND INSTALLATION**

- A. General: Join and install pipe and fittings according to installations indicated.
- B. Install with top surfaces of components, except piping, flush with finished surface.
- C. HDPE Pipe and Fittings, including TP-HDPE: As follows:
  1. Join pipe, tubing, and fittings with couplings for soil tight joints according to manufacturer's written instructions.
  2. Install according to ASTM D 2321 and manufacturer's written instructions.
  3. Install corrugated piping according to the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings."
- D. PVC Sewer Pipe and Fittings: As follows:
  1. Join pipe and gasketed fittings with gaskets according to ASTM D 2321.
  2. Install according to ASTM D 2321.
- E. Concrete Pipe and Fittings: Install according to ACPA's "Concrete Pipe Installation Manual." Use the following seals:
  1. Round Pipe and Fittings: ASTM C 443 rubber gaskets.
  2. Elliptical Pipe: ASTM C 877 Type I, sealing bands.
  3. Arch Pipe: ASTM C 877, Type I, sealing bands.
- F. System Piping Joints: Make joints using system manufacturer's couplings, unless otherwise indicated.
- G. Join piping made of different materials or dimensions with couplings made for this application. Use couplings that are compatible with and that fit both systems' materials and dimensions.

**3.6 MANHOLE INSTALLATION**

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Form continuous concrete channels and benches between inlets and outlet.
- C. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 3 inches above finished surface elsewhere, unless otherwise indicated.
- D. Install precast concrete manhole sections with gaskets according to ASTM C 891.

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- E. Construct cast-in-place manholes as indicated.

**3.7 STORM DRAINAGE INLET AND OUTLET INSTALLATION**

- A. Construct inlet head walls, aprons, and sides of reinforced concrete, as indicated.
- B. Install outlets that spill onto grade, anchored with concrete, where indicated.
- C. Install outlets that spill onto grade, with flared end sections that match pipe, where indicated.
- D. Construct energy dissipators at outlets, as indicated.
- E. All inlets are to be provided with concrete low flow channels within the sump areas at the bottom of the boxes.

**3.8 CONCRETE PLACEMENT**

- A. Place cast-in-place concrete according to ACI 318 and ACI 350R.
  - 1. Extend lining material to height where top of manhole will be approximately 8 inches below finished grade.
  - 2. Backfill bottom of inside of lining with filtering material to level at least 12 inches above bottom.
  - 3. Extend effluent inlet pipe 12 inches into lining and terminate into side of tee fitting.
  - 4. Backfill around outside of lining with filtering material to top level of lining.
  - 5. Install manhole over top of dry well. Support cover on undisturbed soil. Do not support cover on lining.

**3.9 DRAIN INSTALLATION**

- A. Install type of drains in locations indicated.
- B. Embed drains in 4-inch minimum depth of concrete around bottom and sides.
- C. Fasten grates to drains if indicated.
- D. Set drain frames and covers with tops flush with pavement surface.

**3.10 TAP CONNECTIONS**

- A. Make connections to existing piping and underground structures so finished Work complies as nearly as practical with requirements specified for new Work.
- B. Make branch connections from side into existing piping, NPS 15. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye with not less than 6 inches of concrete with 28-day compressive strength of 4500 psi.

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- C. Make branch connections from side into existing piping, NPS 15 or larger, or to underground structures by cutting opening into existing unit large enough to allow 3 inches of concrete to be packed around entering connection. Cut end of connection pipe passing through pipe or structure wall to conform to shape of and be flush with inside wall, unless otherwise indicated. On outside of pipe or structure wall, encase entering connection in 6 inches of concrete for minimum length of 12 inches to provide additional support of collar from connection to undisturbed ground.
  - 1. Use concrete that will attain minimum 28-day compressive strength of 4500 psi unless otherwise indicated.
  - 2. Use epoxy-bonding compound as interface between new and existing concrete and piping materials.
- D. Protect existing piping and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

### 3.11 FIELD QUALITY CONTROL

- A. Clear interior of piping and structures of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed.
  - 1. In large, accessible piping, brushes and brooms may be used for cleaning.
  - 2. Place plug in end of incomplete piping at end of day and when work stops.
  - 3. Flush piping between manholes and other structures to remove collected debris, if required by authorities having jurisdiction.
- B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
  - 1. Submit separate reports for each system inspection.
  - 2. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
    - c. Crushed, broken, cracked, or otherwise damaged piping.
    - d. Infiltration: Water leakage into piping.
    - e. Exfiltration: Water leakage from or around piping.
  - 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
  - 4. Reinspect and repeat procedure until results are satisfactory.

END OF SECTION 02630

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## SECTION 02930 - LAWNS AND GRASSES

### PART 1 - GENERAL

#### 1.1 DESCRIPTION OF WORK

- A. Work shall consist of the temporary seeding required for erosion control purposes and the permanent seeding and sodding required to restore and stabilize all areas disturbed by construction activity that are not required to be paved. Contractor shall apply seed, sod, limestone, fertilizer, mulch, mulch anchoring, water, and other items incidental thereto and required for a complete installation.
- B. Restoration involves the repair or replacement of all items disturbed by construction except those items specifically indicated by the Engineer to be removed. Restoration when complete should render the disturbed area equal to or better than its original condition prior to construction.

#### 1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Soil Erosion and Sediment Control - Section 02120.
- B. Finish Grading - Section 02260.

#### 1.3 SUBMITTALS

- A. Manufacturer's Test Reports - Submit certificates for the following:
  - 1. Certificate of Sod.
  - 2. Certificate of Seed.
  - 3. Certification of Bulk Fertilizer.

#### 1.4 REFERENCE STANDARDS - Comply with the following:

- A. Association of Official Seed Analysts.
- B. American Sod Producers Association (ASPA) "Guideline Specifications to Sodding"
- C. Pennsylvania Department of Transportation (PennDOT) Publication 408, "Specifications", latest edition.

### PART 2 - PRODUCTS

## 2.1 TOPSOIL

- A. Onsite Topsoil: Onsite soil material from the top 6 inches of ground surface, as available in stockpiles, and as approved by Engineer.
- B. Offsite Topsoil: If on-site topsoil is insufficient in quantity to provide specified thickness, provide topsoil from approved off-site sources as required to complete the work. Off-site topsoil shall meet the following minimum requirements.
  - 1. Topsoil shall be fertile, friable, well drained, pH range of 6.0 to 6.5, free of sub-soil, toxic substances harmful to plant growth without clay lumps, stones, roots or debris. Analysis of content shall be as follows:

Sand	- 35% to 40%
Clay	- 15% to 20%
Organic Matter	- 2.5%
Silt	- Balance

- 2. Test off-site topsoil by a soils testing laboratory retained and compensated by the contractor and approved by the engineer and submit copy of test report for approval by the engineer.

## 2.2 SEED

- A. Seed shall conform to applicable State and Federal regulations and to test provisions of Association of Official Seed Analysts. Seed shall be mixed and delivered in clean, sealed bags bearing certified analysis. Submit certificates of analysis for approval.
- B. Seed mix shall be in conformance with the drawings.

## 2.3 SODDING

- A. General
  - 1. This work shall consist of furnishing, placing and maintaining cultivated sod on designated areas in accordance with these specifications and within reasonably close conformity to the lines and dimensions shown on the contract drawings or as directed by the Engineer.
- B. Materials
  - 1. Sod: Provide strongly rooted sod, not less than two (2) years old and free of weeds and undesirable native grasses. Provide only sod capable of

growth and development when planted (viable, not dormant). Provide sod composed principally of the following:

Spreading Fescue	Fortess	30
Chewings Fescue	Banner	30
Kentucky Bluegrass	Kenblue	30
Perennial Rye	Manhattan	10

2. A sample of the sod to be installed shall be supplied to the Owner or his authorized representative for approval prior to delivery.

C. Construction Requirements

1. Sod shall be cut in rectangular sections measuring twelve (12) inches to twenty-four (24) inches wide and two (2) feet to six (6) feet long in order to permit handling without tearing or breaking. The thickness of the section shall be approximately 3/4 inch.
2. If the grass is longer than two (2) inches, it shall be mowed to a height of one and one half (1½) inches prior to removal of the sod. All sod shall be in a well-moistened condition when delivered to the site.
3. All sod shall be placed within forty-eight (48) hours after being cut. Should temporary storage be required, sod shall be protected from direct sunlight and drying. Dried-out sod will not be accepted.
4. Prior to placing any sod, all grading and soil preparation shall have been completed as previously specified. Soil shall be moist prior to placing sod.
5. Sod shall be placed at times when moisture and temperature conditions are suitable. Sod shall not be cut or placed when the temperature is lower than thirty-five (35) degrees Fahrenheit.
6. Sod shall be carefully placed by hand with tight joints and no overlap. Pitchforks or other tools which tend to damage to sod shall not be used and dumping from vehicles will not be permitted. Transverse joints shall be broken or staggered. All sod shall be thoroughly watered to the point of saturation immediately after placing.

7. After watering, the sod shall be sufficiently tamped with an approved tamper to close all joints and insure close contact between sod and sod bed. After tamping, the sod shall present a smooth even surface, free from bumps and depressions. If so directed, a light roller, weighing not more than sixty-five (65) pounds per foot-width, shall be used to complete firming and smoothing the sod. On all slopes, sod shall be placed with the long axis parallel to the contour starting at the bottom of the slope. Joints shall be staggered.
8. In ditches and on slope areas, each strip of sod shall be staked securely with at least one (1) wood stake for each two (2) square feet of sod. Stakes shall be one-half (½) inch by one (1) inch with a length of eight (8) to twelve (12) inches as directed. Stakes shall be driven flush with the top of the sod, and with the long face parallel to the slope contour.

2.4 LIMESTONE - Ground agricultural dolomitic limestone, 90% calcium carbonate equivalent, conforming to standards of Association of Official Agricultural Chemists and applicable State and Federal regulations.

2.5 FERTILIZER - Conforming to standards of Association of Official Agricultural Chemists, delivered in sealed and labeled bags, or in bulk with certification as to quality and analysis. Nitrogen source shall be at least 33% water insoluble. Fertilizer shall have the following formulations:

- Basic Fertilizer - 0-20-20.
- Starter Fertilizer - 10-18-10.
- Hydroseeding - 10-10-10.

2.6 SOIL STABILIZING AGENT - For use in hydroseed mix only. Material shall be equal to one of the following:

- "Verdyol Complex" - Weyerhaeuser Company.
- "Curasol" - Wolbert Master Associates.
- "Terra-Tack" - Grass Growers, Inc.
- "J-Tac" - Reclamare Company.

2.7 MULCH MATERIAL

- A. General Use - Straw, salt marsh hay, or a combination of both. Material shall be reasonably weed free, not brittle or overly decomposed.
- B. For Hydraulic Seeding - Wood cellulose fiber mulch, containing nontoxic green dyemarker.

2.8 MULCH ANCHORAGE MATERIAL - shall be in conformance with PennDOT Publication 408/2011 Section 805.3 except asphaltic binders are not allowed.

## PART 3 - EXECUTION

### 3.1 LANDSCAPE WORK

- A. Furnish all labor, supervision, materials and equipment to do all grading, topsoiling, seeding and sodding of the areas disturbed by construction.
- B. Only material that is acceptable to Engineers shall be used to do finish grading. Fills shall be carefully made, solidly compacted, and graded to walks and roadways. All excess excavation not required for grading shall be removed from the site.
- C. Upon completion of finish grading, topsoil shall be spread to a finished six (6) inch minimum depth.
- D. During all operations following topsoil spreading, surface shall be kept free from stones over one and one half (1½) inch in size or any rubbish, debris, or other material which will be detrimental to seeding or to maintenance.
- E. No separate payment will be made for landscape restoration work, the cost thereof being included in the prices bid.

### 3.2 PREPARING TOPSOIL

- A. Existing On-Site Topsoil for Fine Lawn Areas - Incorporate the following materials uniformly throughout the entire depth of topsoil by discing, rototilling, or other approved method, except starter fertilizer which shall be spread uniformly to the surface and raked into the soil.
  - 1. Limestone - As specified on drawings.
  - 2. Starter Fertilizer - As specified on drawings.
- B. Off-Site Topsoil Fine Lawn and Temporary Lawn Areas - Incorporate the following materials uniformly throughout the entire depth of topsoil, except starter fertilizer which shall be spread uniformly to the surface and raked into the soil.
  - 1. Limestone - As specified on drawings.
  - 2. Starter Fertilizer - As specified on drawings.

- C. Add starter fertilizer to surface of seed bed. Rake or drag smooth to final grade elevations, roll if necessary to stabilize in order to commence seeding. Remove ruts, mounds, and ridges on surface of topsoil. All stones, roots, or other debris greater than 1 inch visible on the surface shall be removed. Resulting holes shall be filled with specified topsoil, leaving a uniform planer surface. Contractor shall grade uniformly so soil surface does not have low spots which may collect water.
- D. Seeding operation shall take place while topsoil is in friable, loose condition, with no crusting of the surface.

### 3.3 SEEDING

- A. Seeding shall be done between the following dates.
  - 1. Permanent Seedings - As specified on drawings.
  - 2. Temporary Lawns - As soon as possible for Erosion Control purposes.
- B. Seed during favorable weather conditions. Prepared bed shall be in moderately dry condition during seeding.
- C. Sow the seed mix at the rates indicated on the drawings.
- D. Sowing may be by the following optional methods:
  - 1. Mechanical Power-Drawn Seeder - Combination grass planter and land packer or pulverizer. Plant seed not deeper than 1/4 inch. Keep seeding operation as close as possible to the contours and not up and down slopes. After seeding, compact with land roller, such as a cultipacker. With proper equipment, sowing seed and cultipacking in one operation is satisfactory.
  - 2. Hopper Type Spreader - Manually-propelled or power-drawn hopper devices. Uniformly distribute the seed by sowing half the seed in one direction and the remainder at right angles to the direction of the first sowing. Cover seed an average depth of 1/4 inch by means of chain harrow, cultipacker, or other approved method.
  - 3. Hydroseeding - Hydraulic broadcasting of prepared material are as follows:
    - a. With written approval of the Engineer.
    - b. Water - As Specified.
    - c. 1,500 pounds of wood cellulose, plus 15% for slopes 5% and steeper.
    - d. 2.75 tons of lime.

- e. 0.87 pounds of fertilizer.
- f. Soil stabilizer of type and at rate recommended by the manufacturer.
- g. Seed Mix - As specified.
- h. For a 3,000 gallon tank, multiply these quantities by 0.75. Mix and agitate all materials, except wood cellulose, in 2,200 gallons of water; then add wood cellulose, fill tank with water and continue the agitation. Seed promptly, under constant agitation of the mix, beginning when the complete mix is a uniform slurry. Limit coverage for the 3,000 gallon tank to 0.75 acre.
- i. Take precautions against overspray onto roads, curbs, sidewalks, building walls, and other surfaces except the ground areas. Contractor shall promptly clean all areas of overspray to the satisfaction of the Engineer.

E. For temporary seeding work, add to topsoil the lime, peat and basic fertilizer, as specified, and finish surface of topsoil reasonably smooth. At time of permanent seeding, turn over the temporarily seeded areas by discing, to kill the grass and weeds. Smooth and fine grade the surface, add starter fertilizer and follow with the permanent seeding work. Option - Temporary seeding may be done by hydroseeding method, including mulch and soil amendments.

### 3.4 SODDING

- A. Provide sod in areas on slopes steeper than three horizontal to one vertical, within drainage swales, and in residential lawn areas as directed by the Engineer. Sod shall also be placed on the uphill edge of all walks parallel to slopes in excess of 8%.
- B. Place sod on prepared topsoil bed as herein before specified for seeded areas. At the time sod is placed, topsoil shall be in a damp, friable, loose condition, with no surface crust.
- C. Retain sod on slopes steeper than three horizontal to one vertical and in swales, using wooden pins driven into sod until top is flush with sod.
- D. In placing sod, keep rows parallel with contour lines. Keep the work true to finished grade, and tamp or roll to establish firm contact with the topsoil bed. Butt the pads tightly and stagger ends with those in adjacent rows. If sod separates, backfill with topsoil flush with sod and over seed.

### 3.5 MULCHING

- A. Except hydroseeded areas, seeded areas sloped four horizontal to one vertical or greater and areas where lawn would be difficult to establish, shall be mulched at rate of 3 tons per acre.
- B. Wood fiber mulch or soil stabilizing agents may be used, hydraulically applied in water at rate of 1,500 pounds of wood fiber per acre, plus 15% on slopes greater than four to one.
- C. For dry-mulched areas, spray with anchorage material immediately after spreading the straw or salt marsh hay or both, in accordance with Section 805.3 of the PennDOT Specifications, in a method to bind the mulch to the soil and inhibit wind loss of the mulch. Do not apply anchorage material within 30 feet of building lines. Clean off misplaced spray from building walks, paving, light standards and bases, and other surfaces to the satisfaction of the Engineer.
- D. Winter Weather Mulching
  - 1. When winter weather prevents immediate establishment of permanent lawn cover, mulch the soil.
  - 2. Use any of the following mulches at the rate stated per acre.
    - Straw ..... 3 tons
    - Cornstalks, shredded or chopped to lengths  
6 inches to 8 inches ..... 4 to 6 tons
    - Wood chips, minimum 2 inches depth of mulch
  - 3. All mulches, except wood chips, shall be tucked into the soil about 3 inches by use of disc or other pull-type power equipment.
  - 4. After mulch has afforded winter protection, it shall either be removed or worked into the soil.

### 3.6 WATERING

- A. Water shall be supplied by Contractor.
- B. Keep newly seeded and sodded areas moistened until the grass becomes well established.
- C. In event of insufficient rainfall, moisten areas every two or three days until the height of the grass is two (2") inches above grade. Thereafter, water in absence of

rain every seven to ten days. When watering sod, make sure that water soaks through the sod into the topsoil bed below.

### 3.7 PROTECTIVE WORK

- A. Provide incidental materials and work necessary to protect the work from damage. Prevent damage to property during these operations.
- B. Protective work shall include wire line and stakes along walkways with cloth strips at 4 feet intervals as evidence of the wire and also "KEEP OFF" signs.
- C. Defer work when continuation of construction work must occur over certain lawn areas.

### 3.8 MAINTENANCE PRIOR TO ACCEPTANCE

- A. Maintain all seeded and sodded areas by properly mowing, watering, weeding, and similar care to keep the work in a clean and neat condition at all times.

### 3.9 CONDITIONS OF ACCEPTANCE

- A. When average height of grass is about three and one half (3-1/2) inches it shall be cut to a height of two and one half (2-1/2) inches with approved mowing equipment, and at that time, any depressions or other irregularities in lawn surface shall be leveled and reseeded. Contractor's maintenance shall cease after third cutting, provided all areas are grassed and free from bare spots or large "off color" areas.

END OF SECTION

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## **APPENDIX B**

### **PUBLIC WORKS VERIFICATION ACT**

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COMMONWEALTH OF PENNSYLVANIA

**PUBLIC WORKS EMPLOYMENT VERIFICATION FORM**

Date \_\_\_\_\_

Business or Organization Name (Employer) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contractor  Subcontractor (check one)

Contracting Public Body \_\_\_\_\_

Contract/Project No \_\_\_\_\_

Project Description \_\_\_\_\_

Project Location \_\_\_\_\_

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, \_\_\_\_\_, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

\_\_\_\_\_  
Authorized Representative Signature

# **Public Works Employment Verification Act (Act 127 of 2012)**

## **Commonwealth of Pennsylvania Department of General Services**



### **Background and Purpose**

- The Federal government created the Employment Verification Program (EVP) to ensure that companies employ a legal workforce.
- E-Verify® is an internet-based system, operated by the United States Department of Homeland Security, that compares information from an employee's Form I-9, Employment Eligibility Verification, to the data from the Department of Homeland Security and Social Security Administration records to confirm employment eligibility.
- In 2012, Pennsylvania enacted the Public Works Employment Verification Law (Act 127) which assigns the Department of General Services the responsibility to implement the Commonwealth's process of notification, investigation and compliance with Act 127.



# ► Key Definitions

**The following terms and definitions are key to understanding Act 127 of 2012.**

- **Contract** – A type of written agreement, regardless of what it may be called, for the procurement of construction work.
- **Employee** – An individual hired by a public works contractor or subcontractor after January 1, 2013 for whom a public works contractor or subcontractor is required by law to file a Form W-2 with the Internal Revenue Service.
  - This definition is broad and includes all newly hired employees of the contractor or subcontractor, regardless of whether he will be working onsite or offsite of a public work or otherwise.



# ► Key Definitions

- **Form** – Public Work Employment Verification Form
- **Maintenance Work** – Annual inspection or routine upkeep of an existing facility which does not alter the use or size of the facility.
- **Public Body** – The Commonwealth of Pennsylvania, its political subdivisions, authorities created by the General Assembly of the Commonwealth and instrumentalities or agencies of the Commonwealth.



# ► Key Definitions

- **Public Work** - construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of twenty-five thousand dollars (\$25,000), but shall not include work performed under a rehabilitation or manpower training program.
- **Public Works Contractor** – A contractor that provides work under a contract involving public works.
- **Public Works Subcontractor** – A person, other than a natural person, including a staffing agency, that performs works for a public works contractor under a contract for public works.
  - This terms applies to subcontractors of every level.



# ► Scope of Act 127 of 2012

- Act 127 ("the Act") applies to:
  - All public works contractors and subcontractors
    - performing on a public works contract
      - paid for in whole or in part out of the funds of a public body
      - when the cost of the total project is in excess of \$25,000
- The total cost of the project includes the sum of all prime contracts and any subcontracts.
  - The total cost determines if the project is subject to the requirements of the Act.
  - **Example:** If you are a contractor with a \$5,000 contract on a project with total costs over \$25,000, then you must comply with the Act.
- If the project is subject to the Act, then every contract and subcontract, regardless of value, shall comply with the act.
  - **Example:** If you are a sub-subcontractor with a \$5,000 contract on a \$1,000,000 project, then you must comply with the Act.



# ► Scope of Act 127 of 2012

## Emergency Procurement

- If the emergency procurement contract reaches the \$25,000 threshold, then it **is** subject to Act 127.
- Before beginning work onsite or offsite, the contractor or subcontractor must submit an Employment Verification Form to the Public Body.



# ► Exemptions from Act 127 of 2012

- Work performed under a rehabilitation program.
- Work performed under a manpower training program.
- Project material suppliers.
- Specific Services
  - Design Professional
  - Commissioning Agent
  - Construction Management
  - Engineering



# ► Responsibilities – Public Bodies

## Bidding Phase

- Ensure that the bidding documents advise contractors as to the applicability of Act 127.
  - Notice to bidders and/or bid proposal package should notify bidders of Act's applicability.
    - **Example from DGS bid proposal package:** Bidder acknowledges that this bid is for a public works contract and bidder is therefore subject to the provisions, duties, obligations and penalties of the Public Works Employment Verification Act, 43 P.S. 167.1-167.11, which is incorporated herein by reference.
  - Bidding documents must contain the appropriate verification language.
    - **Example:** The lowest responsible bidder must comply with the Public Works Employment Verification Act by submitting a Commonwealth Public Works Employment Verification Form to the public body prior to award of contract. The Form and relevant information can be found on the Department of General Services' web site at [www.dgs.state.pa.us](http://www.dgs.state.pa.us).



# ► Responsibilities – Public Bodies

## Award Phase

- Prior to award, the public body must obtain a completed Verification form from each successful bidder that will be awarded a contract.
- The Verification form is a precondition of award.
  - A bidder will **NOT** be awarded a contract if he fails to submit a completed Public Works Employment Verification Form to the Public Body.

# ► Responsibilities – Public Bodies

## Construction Phase

- Receive and retain Verification forms from all subcontractors of any level.
  - As subcontractors are added to the project, they must submit a Verification Form prior to commencing work on the Project.
  - Subcontractors must submit the Form to the Public Body, not the Prime Contractor.
- It is incumbent upon the Public Body to know:
  - All active contracts; and
  - All prime contractors; and
  - All subcontractors of every level.



# ► Responsibilities – Public Bodies

## Verification Form

- Must retain the forms for the duration of the public work contract.
- The "duration of the contract" is dictated by the individual Public Bodies' retention policies.
  - In accordance with Pennsylvania's Right to Know Law.
- Public Bodies must be able to provide the Form in the event of an audit by the Department of General Services Public Works Employment Verification Compliance Office.



# ► Responsibilities – Public Bodies

## Audit of Public Bodies

- The Public Works Employment Verification Compliance Office will conduct random and complaint based audits of public bodies for compliance with the Act.
- The Public Body shall cooperate during an investigation or audit.
- The Public Body must be able to provide, upon request:
  - Date of bids; and
  - Date of Verification Form receipt; and
  - Date of contract award; and
  - Verification Forms for all prime contractors and subcontractors performing work on the project.



# ► Responsibilities - Contractors

- Submit a completed Public Works Employment Verification Form to the contracting public body with the initial bid.
  - The contractor may be required by the public body to submit the Form with its bid, or once it is determined to be the lowest bidder, but it **MUST** be submitted before the contract is awarded.
  - Look to the Bidding Documents for the public body's requirements on submission of the Form.
- Verify all new employees hired after January 1, 2013.
  - Verification must be completed within 5 business days of the employee's start date. The employee may work during this time.
  - Remember the definition of "employee" is very broad. All employees must be verified through EVP regardless of whether the employee will be working onsite or offsite of a public work or otherwise.



# ► Responsibilities - Contractors

- Notify all subcontractors in their subcontracts of:
  - Applicability of the act; and
  - Information regarding the use of EVP; and
  - Reference to the web site where they can obtain a copy of the Form:  
<http://www.dgs.state.pa.us>
- Maintain documentation of continued compliance with the act.
  - Quick Audit Report (Click [here](#) and [here](#) for more information)
  - Proof of enrollment in E-Verify® (Click [here](#) and [here](#) for more information)
- Cooperate during an investigation or audit by providing, upon request:
  - Documentation of date of hire for all employees; and
  - Documentation of use of EVP; and
  - Other information as required



# ► Quick Audit Report

- The Quick Audit Report is generated on the Federal E-Verify® web site.
  - It collects information from The U.S. Department of Homeland Security and the Social Security Administration.
- Report provides data about each employee.
  - Data includes basic company and employee information and employment eligibility status.
- The report does not include sensitive employee information such as social security number.
- Report downloads in Excel format.



# Quick Audit Report

LAST_NAME	FIRST_NAME	HIRE_DATE	INITIAL_RESOLUTION	ADDITIONAL_RESOLUTION	DHS_3RD_STEP_RESOLUTION	FINAL_STATUS	CASE_CLOSURE_DATE	CLOSURE_DESCR
Jefferson	Thomas	10/16/2012 0:00	Employment Authorized			Employment Authorized	10/16/2012 15:32	The employee continues to work for the employer after receiving an Employment Authorized result.
Jefferson	Thomas	10/23/2012 0:00	Employment Authorized			Employment Authorized	10/17/2012 13:22	The employee continues to work for the employer after receiving an Employment Authorized result.
Pitts	Dieter	10/21/2012 0:00	DHS Tentative Nonconfirmation (TNC)		DHS No Show	DHS No Show		
Jefferson	Thomas	10/21/2012 0:00	Employment Authorized			Employment Authorized	10/22/2012 14:11	The employee continues to work for the employer after receiving an Employment Authorized result.
Pitts	Dieter	10/27/2012 0:00	DHS Tentative Nonconfirmation (TNC)		DHS No Show	DHS No Show		
Pitts	Dieter	10/27/2012 0:00	Employment Authorized			Employment Authorized	10/22/2012 16:17	The employee continues to work for the employer after receiving an Employment Authorized result.
Pitts	Dieter	10/26/2012 0:00	Employment Authorized			Employment Authorized	10/23/2012 10:24	The employee continues to work for the employer after receiving an Employment Authorized result.
dfads	asfafad	10/29/2012 0:00	DHS Tentative Nonconfirmation (TNC)		DHS No Show	DHS No Show		
asfa	sdfsdff	11/20/2012 0:00	Employment Authorized			Employment Authorized		
sdsfd	sdfscff	11/20/2012 0:00	Employment Authorized			Employment Authorized		

- Double click the form to see the full example.



# E-Verify® Enrollment Proof

## HOW TO PROVIDE PROOF OF ENROLLMENT IN E-VERIFY®

- For a company to provide proof of enrollment they should:
  - Log into E-Verify®; and
  - Access the *Edit Company Profile* link on the left navigation menu; and
  - Print the screen containing their company information.
    - This page contains proof of their company's enrollment in E-Verify®.



# ► E-Verify® Enrollment Proof

## HOW TO PROVIDE PROOF OF ENROLLMENT IN E-VERIFY

Below is an example of how Federal contractors that are subject to the Federal Acquisition Regulation (FAR) E-Verify clause may be asked to provide proof of enrollment in E-Verify, but can be used by anyone requesting confirmation of company enrollment. As shown below, to provide proof, access the 'Edit Company Profile' link on the left navigation menu and print the screen containing your company information. This page contains proof of your enrollment in E-Verify.



The screenshot shows a web-based application for employment verification. On the left, a sidebar lists various menu items. The 'Edit Company Profile' item is highlighted with a red circle. The main content area is titled 'Company Information'. It displays the following details:

Company Name:	CSC Company Inc.
Company ID Number:	7553
Doing Business As (DBA) Name:	
DUNS Number:	
Physical Location:	
Address 1:	1001 G St. NW
Address 2:	Washington
City:	DC
State:	20002
Zip Code:	DISTRICT OF COLUMBIA
Mailing Address:	
Address 1:	
Address 2:	
City:	
State:	
Zip Code:	
Additional Information:	
Employer Identification Number (EIN):	
Total Number of Employees:	1 to 4
Parent Organization:	GOVERNMENT CONTRACTOR
Administrator:	
Organization Designation:	

- Double click the form to see the full example.



# ► Responsibilities - Subcontractors

- Submit a completed Public Works Employment Verification Form to the contracting Public Body.
  - The Form must be submitted before the subcontractor can commence work on the project.
  - The Form must be submitted to the Public Body, not the Prime Contractor.
- Verify all new employees hired after January 1, 2013.
  - Verification must be completed within 5 business days of the employees' start date. The employee may work during this time.
  - Remember the definition of "employee" is very broad. All employees must be verified through EVP regardless of whether the employee will be working onsite or offsite of a public work or otherwise.



# ► Responsibilities - Subcontractors

- Required to notify all subcontractors, at every level:
  - Applicability of the act.
  - Information regarding the use of E-Verify®
  - Reference to the web site where they can obtain a copy of the form.  
<http://www.dgs.state.pa.us>
- Maintain documentation of continued compliance with the act.
  - Quick Audit Report (Click [here](#) and [here](#) for more information)
  - Proof of Enrollment in E-Verify® (Click [here](#) and [here](#) for more information)
- Cooperate during an investigation or audit by providing, upon request:
  - Documentation of date of hire for all employees; and
  - Documentation of use of EVP; and
  - Other information as required.



# ► Public Works Employment Verification Form

- The Form is available at <http://www.dgs.state.pa.us>.
- For use by public bodies, public works contractors and subcontractors.
- May **NOT** be changed or altered.



# ► Public Works Employment Verification Form

- Shall be signed by an authorized representative.
  - The Department may require supporting documentation that the representative signing the Form has authority to legally bind the public works contractor or subcontractor.
  - That representative must have sufficient knowledge to make the representations and certifications in the Form.
- The submitted [Form](#) shall be retained by the public body for the duration of the public work contract.
- The Form is subject to the Pennsylvania Right to Know Law.



# ► Public Works Employment Verification Form



COMMONWEALTH OF PENNSYLVANIA

## PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date \_\_\_\_\_

Business or Organization Name (Employer) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contractor/Subcontractor (circle one)

Contracting Public Body \_\_\_\_\_

Contract/Project No \_\_\_\_\_

Project Description \_\_\_\_\_

Project Location \_\_\_\_\_

The complete  
Verification Form is  
available on the  
[Department's web  
site](#).

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, \_\_\_\_\_, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

- Double click the form to see the full example.



Authorized Representative Signature

# ► Enforcement

## Investigation of complaints

- The Department will accept, review and investigate timely and credible complaints filed on the [Complaint Form](#) posted on the [Department's web site](#).
- Complaints must contain sufficient information to investigate the allegations.
- The Department reserves its right to reject complaints that do not provide sufficient information.
- The Department will consider the timeliness of the complaint when assessing its credibility.
- Public bodies, public works contractors and subcontractors shall cooperate with the Department during the investigation of the complaint.



# ► Complaint Investigation Form



For Internal Use:
Complaint No.: _____

### PUBLIC WORKS EMPLOYMENT VERIFICATION COMPLAINT FORM

This form is used for filing complaints under Act 127 of 2012, known as the Public Works Employment Verification Act.

#### RETURN TO:

Public Works Employment Verification Compliance Office  
Room 105 Tent Building  
Department of General Services  
Public Works Deputy  
18th and Herr Streets  
Harrisburg, PA 17125  
Fax: (717)214-3669

#### PLEASE PRINT:

##### I. Complainant Information (Required)

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

Name of Individual or Business Filing Complaint: \_\_\_\_\_

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

Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_

##### II. Contractor/Subcontractor Information (Please complete this Section to the best of your knowledge. Insufficient information may result in dismissal of your complaint.)

Individual or Business against whom this Complaint is made: \_\_\_\_\_

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

Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_

County Location: \_\_\_\_\_

Project Name/Description (if known): \_\_\_\_\_  
\_\_\_\_\_

The complete  
Complaint Form is  
available on the  
[Department's web site](#).

- Double click the form to see the full example.



# Audit Documentation

**During an audit, all contractors/subcontractors  
must be able to produce the following  
written documentation:**

- Pennsylvania Labor & Industry Weekly Payroll Certification forms for every week of the project (form LLC-25).
- Documentation establishing the date of hire of all employees.
- Documentation of compliance with the Act through the utilization of E-Verify®
  - Quick Audit Report (Click [here](#) and [here](#) for more information)
  - Proof of Enrollment in E-Verify (Click [here](#) and [here](#) for more information)



# Violations

**A public works contractor or subcontractor  
violates the Act if either of the following applies:**

- Failure to verify the employment eligibility of new employees hired after January 1, 2013.
- Makes a false statement or misrepresentation in connection with the completion or submission of the Form to the contracting public body.

# ► Sanctions

## First Violation

- The Department will issue a warning letter to the public works contractor or subcontractor detailing the violation. This letter will be posted at [www.dgs.state.pa.us](http://www.dgs.state.pa.us).
- For purpose of sanctions, a violation by a public works contractor/subcontractor that occurs 10 years or more after a prior violation will be deemed to be a first violation.



# ► Sanctions

## Second Violation

- The Department will initiate debarment proceedings, which will prevent a contractor or subcontractor from submitting a bid or being awarded any contract or performing a subcontract on a public works project in the Commonwealth for 30 calendar days from the date of debarment.



# ► Sanctions

## Third and Subsequent Violations

- The Department will initiate debarment proceedings, which will prevent a contractor or subcontractor from submitting a bid or being awarded any contract or performing a subcontract on a public works project in the Commonwealth for no less than 180 calendar days and no more than 1 year from the date of debarment.



# ► Sanctions

## Willful Violation

- If the Department investigates and forms a reasonable belief that there has been a willful violation of the Act, the Secretary will file a petition in Commonwealth Court seeking the Court to issue a rule to show cause why a public works contractor or subcontractor did not engage in a willful violation of the act. If the court finds that there was a willful violation, the Department will petition to have the public works contractor or subcontractor debarred from public works contracts for 3 years from the date of the court's determination.



# ► Civil Penalties

- Civil Penalties will be assessed in the following cases:
  - Failure to submit a completed form.
  - Making a false statement or misrepresentation in the form.
- The Department will assess a civil penalty of not less than \$250 and not more than \$1,000 for each violation.
  - The penalty amount is at the Department's discretion.
  - The Department will consider the severity of the violation as well as any prior violations when posing civil penalties.



# ► Additional Information

DGS Guidelines for Administering and Enforcing  
the Public Works Employment Verification Act 127 of 2012  
can be found at

[www.dgs.state.pa.us](http://www.dgs.state.pa.us)

Information pertaining to the Federal E-Verify® program can be found at The  
Department of Homeland Security's U.S. Citizenship and Immigration  
Services web site.

[www.dhs.gov/e-verify](http://www.dhs.gov/e-verify)

A list of Frequently Asked Questions and Answers can be found at

[www.dgs.state.pa.us](http://www.dgs.state.pa.us)



# Contact

Public Works Employment Verification Compliance Office  
Department of General Services  
Room 105 Tent Building  
18<sup>th</sup> and Herr Streets  
Harrisburg, PA 17125  
(717) 214-3668  
Fax: (717) 214-3669



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## **APPENDIX C**

### **PREVAILING WAGE RATE DETERMINATION**

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## **APPENDIX D**

### **DEP GRANT AGREEMENT - WATER QUALITY IMPROVEMENT PROJECTS GRANT PROGRAM**

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**DEP Form Contract 7C-FA-28.0**

**Revised 31-July-2013**

**DEP GRANT AGREEMENT-  
WATER QUALITY IMPROVEMENT PROJECTS  
GRANT PROGRAM**

This Grant Agreement is entered into, by and between **Board of Supervisors Upper Uwchlan Township dba Upper Uwchlan Township** (“Grantee”) and the Commonwealth of Pennsylvania, Department of Environmental Protection (“Department” or “DEP”).

WITNESSETH:

WHEREAS, Grantee has submitted a grant application for the **Marsh Creek Watershed Protection** project (“Project”) and DEP has approved the application; and

WHEREAS, DEP is authorized to enter into this Grant Agreement pursuant to the Clean Streams Law, 25 P.S. Section 691.8(a); the Dam Safety and Encroachment Act, 32 P.S. Section 693.26; and 25 Pa. Code 105.431.

NOW THEREFORE, the Grantee and DEP, in consideration of the foregoing and intending to be legally bound hereby, agree as follows:

1. **MAXIMUM GRANT DOLLAR AMOUNT** – DEP grants to Grantee the amount not to exceed **\$282,432.00**.
2. **GRANT TERM** – This Grant Agreement shall not be a legally binding agreement until this Grant Agreement is fully executed by the Commonwealth. The term of this Grant Agreement shall commence on the date this Grant Agreement is fully executed by the Commonwealth, and shall terminate three (3) years from the later to occur of: (a) the Project Completion Date (as defined below); or (b) the date of final payment.
3. **PERIOD OF PERFORMANCE** – Upon full execution of this Grant Agreement, Project work: (a) may, at the discretion of the Department, be reimbursed from **October 16, 2018** through the date of full execution; and (b) shall be paid for from the date of full execution through **December 31, 2021** (the “Project Completion Date”). All Project work under this Grant Agreement shall be completed no later than the Project Completion Date.
4. **STANDARD COMMONWEALTH ATTACHMENTS** – Grantee shall comply with the terms and conditions applicable to “Contractor” in the following standard Commonwealth attachments, each attached hereto and made a part hereof. See Attachment A – Provisions for Commonwealth Contracts. See Attachment B – Nondiscrimination / Sexual Harassment Clause.
5. **DEP GENERAL CONDITIONS** – Grantee shall perform all Project work in accordance with the referenced General Conditions attached hereto as Attachment C and made a part hereof. For the purposes of the attached, “Grantee” and “Contractor” are synonymous. See Attachment C – DEP General Conditions.

6. SCOPE OF WORK; BUDGET – Grantee shall perform all Project work in accordance with the Project Scope of Work set forth in Attachment D hereto and made a part hereof. Grantee shall incur expenses under this Grant Agreement and DEP shall pay Grantee for Project work in accordance with the Budget included in Attachment D and in accordance with the Special Conditions (Attachment E) described in Paragraph 7 below. See Attachment D – Project Scope of Work and Budget.

7. SPECIAL CONDITIONS – Grantee shall perform all Project work in accordance with the following grant program-specific special conditions, attached hereto as Attachment E and Attachment F, and made a part hereof. See Attachment E – Special Conditions. See Attachment F – Grantee Landowner Conditions.

[Signature Page To Follow]

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents.

ATTEST/WITNESS:

**Board of Supervisors Upper Uwchlan  
Township dba Upper Uwchlan Township:**

Gwen Jonik  
**Secretary**

Cary B. Vargo  
**Township Manager**

VENDOR # 127733

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Aneca Y. Atkinson  
Acting Deputy Secretary of Water Programs

APPROVED AS TO LEGALITY AND FORM:

Alexandra Chiaruttini  
Chief/Assistant Counsel  
Department of Environmental Protection

PRE-APPROVED 7C-FA-28.0  
Office of General Counsel

PRE-APPROVED 7C-FA-28.0  
Office of Attorney General

I hereby approve this Grant Agreement and certify that funds in the amount of **\$282,432.00** are available under

6007200001 3590409000 3504089100 6600400 0000      \$282,432.00

\_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Date

Contract#: \_\_\_\_\_

## PROVISIONS FOR COMMONWEALTH CONTRACTS

### **CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

#### **I. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:**

- A. **“Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- B. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- C. **“Contractor”** means the individual or entity, that has entered into this contract with the Commonwealth, and “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor.
- D. **“Financial Interest”** means either:
  - 1) Ownership of more than a five percent interest in any business; or
  - 2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- E. **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- F. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

A. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

B. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

C. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

D. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

E. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Entities have not:

- 1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- 2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- 3) had any business license or professional license suspended or revoked;

- 4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- 5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

F. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

G. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

H. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

I. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

J. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

### **OFFSET PROVISION**

The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

### **CONTRACTOR RESPONSIBILITY PROVISIONS**

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

A. The Contractor must certify, in writing, for itself and all its subcontractors, as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any

governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

- B. The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- C. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- D. The failure of the Contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
- E. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.
- F. The Contractor may obtain the current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone Number: (717) 783-6472  
FAX Number: (717) 787-9138

#### **THE AMERICANS WITH DISABILITIES ACT**

- I. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to

the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

II. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

## **RIGHT TO KNOW LAW**

### **I. If this contract is a grant agreement:**

A. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth Agency.

B. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

C. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:

1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.

D. If the Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by the representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

F. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

G. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

H. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL

I. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

**II. If this contract is a lease agreement:**

A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Lease. For the purpose of these provisions, the term "Commonwealth" shall refer to the Department of General Services or the tenant Commonwealth agency.

B. If the Commonwealth needs the Lessor's assistance in any matter arising out of the RTKL related to this Lease, it shall notify the Lessor using the legal contact information provided in this Lease. The Lessor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

C. Upon written notification from the Commonwealth that it requires the Lessor's assistance in responding to a request under the RTKL for information related to this Lease that may be in the Lessor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Lessor shall:

- 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Lessor's possession arising out of this Lease that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
- 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Lease.

D. If the Lessor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Lessor considers exempt from production under the RTKL, the Lessor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Lessor explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commonwealth will rely upon the written statement from the Lessor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Lessor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

F. If the Lessor fails to provide the Requested Information within the time period required by these provisions, the Lessor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth.

G. The Commonwealth will reimburse the Lessor for any costs associated with complying with these provisions only to the extent allowed under that fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

H. The Lessor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Lessor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth

may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Lessor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

I. Lessor's duties relating to the RTKL are continuing duties that survive the expiration of this Lease and shall continue as long as the Lessor has Requested Information in its possession.

### **III If this contract is other than a grant or lease agreement:**

A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Contract. For the purpose of these provisions, the term "Commonwealth" shall refer to the contracting Commonwealth agency.

B. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

C. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Contractor shall:

- 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

- 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

D. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth determination.

F. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

G. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

H. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of the Requested Information pursuant to the RTKL.

I. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

## **PENNSYLVANIA ELECTRONIC PAYMENT PROGRAM (PEPP):**

### **I. For Procurement Contracts:**

A. The Commonwealth will make contract payments through the Automated Clearing House (ACH) Network. Within 10 days of award of the contract or purchase order, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).

B. Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH

remittance advice to enable the Contractor to properly apply the Department's payment to the invoice submitted.

C. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

D. Contractor may enroll for PEPP at:

<http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

## **II. For Grant Contracts:**

A. The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH) Network. Within 10 days of the grant award, the Grantee must submit or must have already submitted its ACH information to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street - 9th Floor, Harrisburg, PA 17101

B. The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Grantee to properly apply the Department's payment to the respective invoice or program.

C. It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

D. Grantee may enroll for PEPP at:

<http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

## **APPLICABLE LAW**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]**

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Granter’s and each subgrantee’s, contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

## **DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERAL CONDITIONS**

1. Legality – All work under this Agreement shall be performed in accordance with applicable statutes, rules, and regulations of the Federal, State, and local governments.
2. Subcontracts – No contract or agreement may be entered into by the Contractor for execution of the project activities or provision of services to the project (other than purchases of supplies, or standard commercial or maintenance services) which is not incorporated in the approved Project Scope of Work or approved in advance by the Department. Any such arrangements shall provide that the Contractor will retain ultimate control and responsibility for the project, and that the subcontractor shall be bound by these conditions and any other requirements applicable to the Contractor in the conduct of the project.
3. Changes – The parties to the Agreement hereby agree to execute minor adjustments to this Agreement via a letter of mutual consent. Any significant adjustments to this Agreement shall, however, require a formally executed amendment. Significant adjustments shall include:
  - A. Changes to the scope of work involving the addition of specific work tasks.
  - B. Changes in payment terms. However, reallocation of contract budget category dollar amounts to and from other budget categories shall be considered minor adjustments, as long as the maximum contract dollar amount payable by Department to Contractor is not exceeded.
  - C. Increase in the maximum grant dollar amount to be paid by the Department to the Contractor.
4. Suspension – When the terms and conditions of this Agreement are not materially being met, the Department may, upon written notice to the Contractor, suspend the Agreement until corrective action has been taken to the satisfaction of the Department, or until the Agreement is terminated.
5. Assignment – Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of State or Federal antitrust laws are, in fact, borne by the Commonwealth. As part of the consideration for the award of this Agreement, and intending to be legally bound hereby, Contractor assigns to the Commonwealth all right, title, and interest in and to any claims Contractor now has or may hereafter acquire under State or Federal antitrust laws relating to the goods or services which are the subject of this Agreement.
6. Termination – The Department may terminate the Agreement in whole, or in part, at any time before the Project completion date:

A. Whenever it is determined that the terms and conditions of the Agreement have not been met. Prompt notification in writing of the termination, with effective date, will be made by the Department. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.

B. In the event that anticipated State and/or Federal funds are not obtained or continued at a sufficient level.

C. At the discretion of the Department upon written notification to the Contractor with effective termination date. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.

7. Extension of Time – Extensions of the Agreement period of performance for additional periods beyond its established Project completion date are minor adjustments which may be accomplished by a letter of mutual consent, subject to the approval of the Department Comptroller.

8. Conflict of Interest –

A. Interest of members of the Commonwealth and others – No officer, member, or employee of the Commonwealth, and no member of its General Assembly who exercises any function or responsibilities under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such officer, member, or employee of the Commonwealth, and no member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

B. Interest of Contractor – The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its work hereunder. The Contractor further covenants that in the performance of this Agreement, it shall not knowingly employ any person having such interest. Contractor further certifies that no member of the board of directors of the Contractor or any of its officers have such adverse interest.

9. Hold Harmless – Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth in connection with the work performed by Contractor.

10. Payments – Payment will be made to the Contractor as stipulated in the Agreement or Attachment E, as applicable. In the event Contractor has a current environmental violation, payment may be withheld from Contractor until the environmental violation is resolved to the satisfaction of the Department.

11. Interest Payments – For purposes of the interest payments required under Act 266 of 1982, if additional work is directed by the Department which is not included herein, and no Agreement amendment has been executed by the parties for said work, or if the term of this Agreement has expired, payment will not be due hereunder until after the Agreement amendment for additional work or time extension has been fully executed by all of the parties.

12. Disputes – All questions or disputes arising between the parties hereto respecting any matter pertaining to this Agreement, or any part thereof, or any breach of said Agreement arising thereunder, shall be referred to the Board of Claims of the Commonwealth of Pennsylvania (as set forth in the Act of May 20, 1937 (P.L. 728, No.193), as amended, 72 P.S. §4651-1 et seq.), or otherwise resolved in accordance with applicable law.

13. Fiscal Records – Contractor agrees to maintain books, records, documents, correspondence, and other evidence pertaining to the costs and expenses of this Agreement (hereinafter collectively referred to as "the records"), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of this Agreement, and in accordance with generally accepted accounting principles and the Department's fiscal regulations and guidelines.

14. Retention of Records – The records shall be retained and be made available for audit for a period of three (3) years after final payment is made and the Agreement has expired, and all other pending matters are resolved.

15. Right to Audit – The Department and the Office of Auditor General, or any of their duly authorized representatives, shall have access to the records of the Contractor for the purpose of making an audit of financial transactions, compliance with Agreement terms, and an evaluation of Agreement performance. It is further understood that the Department is authorized to make examination, excerpts, copies, and transcriptions of such records during the course of an audit.

16. Copyright and Patent Indemnity – The Contractor shall indemnify and hold the Commonwealth harmless from and against any damages or suit or proceeding brought against the Commonwealth on account of any alleged infringement of any copyright or patent arising out of the performance of this Agreement, including all work, services, materials, reports, supplies, and computer programs provided by the Contractor.

17. Copyright and Publication Rights – All publication rights and copyrights, in the documentation produced by the Contractor in connection with the work provided for under this Agreement, shall rest with the Commonwealth. The Contractor shall not publish any of the results of the work without the written permission of the Department.

18. Sensitive Information – The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies including the Department, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment.

Furthermore, personal data, including names and addresses obtained in conjunction with grant activities, shall not be used in any manner other than that contained in the scope of work. Such information shall not be sold or used to create solicitation lists of any kind, including donor solicitation lists.

19. Indirect Costs – Where indirect costs are part of the amount charged the Department, the method of determining those costs must be identified with sufficient documentation to support its use. Regardless of the method used to calculate indirect costs, the amount charged must not exceed actual costs incurred.



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANTS CENTER

## Water Quality Improvement Projects Grant

### Scope of Work

(Please Type or Print Legibly)

1. Project Name: Marsh Creek Watershed Protection Project
2. Grantee: Board of Supervisors Upper Uwchlan Township dba Upper Uwchlan Township
3. Contact Person: Cary Vargo
4. Telephone Number: (610) 646-7008
5. E-mail: cvargo@upperuwchlan-pa.gov
6. Project Location: Upper Uwchlan Township, Chester County, PA
  - a. Is this project in the Chesapeake Bay Watershed:  Yes  No
7. Provide a clear summary description of the project. Include a breakdown of the project into separate parts with a timeline. These parts may be major elements of work, or sequential phases of the project. These parts will be identified as "Deliverables."

Poorly managed stormwater runoff is one of the principal causes of degradation throughout the watersheds of Chester County. The Township needs to address the anthropogenic watershed impacts of recent and rapid historical development. The projects proposed are the Township's initial attempts at addressing the causes of those impacts.

#### **Deliverables:**

Project 1 – Installation of a water quality basin at Upland Farm Park. This basin will be upstream of 700 linear feet of streambank that is eroding along an unnamed tributary of Marsh Creek. This erosion is caused by increased runoff during storm events. The proposed upstream water quality basin will help attenuate flow and offer water quality filtering benefits.

Project 2 – The retrofit of two existing Dry Detention Basins into either Wet Extended Detention Basins or Constructed Wetlands

8. Identify quantifiable and/or measurable environmental benefits that are expected to result from the project. Include expressions of size where appropriate (e.g. area in acres, length in feet, etc.). Include expressions of pollutant reduction where possible (e.g. pounds per year of pollutant loading reduced).

The Township proposes an optimal combination of restorative practices offering a substantially quantifiable waste load (pollution) reduction for Sediment, Nitrogen, and Phosphates. Using conceptual designs for the proposed watershed protection practices, USEPA's Spreadsheet Tool for the Estimation of Pollutant Load (STEPL, Version 4.2) was used to identify the Pollutant Removal associated with the proposed measures. STEPL calculates annual nutrient loading based on the runoff volume and the pollutant concentrations in runoff as influenced by factors such as land use distribution and management practices. Annual sediment load is calculated based on the Universal Soil Loss Equation (USLE) and the sediment delivery ratio. The sediment and pollutant load reductions resulting from implemented BMPs are computed using known BMP pollutant removal efficiencies.

### **Water Quality Basin at Upland Farm Park**

Anticipated Pollutant Load Reductions	Drainage Area	BMP "footprint"
• 3.7 T/year of Sediment	34.9 acres	100,000 sf
• 97.3 lb/year Nitrates		
• 17.0 lb/year Phosphates		

### **(2) Dry Detention Basin Naturalizations**

Anticipated Pollutant Load Reductions	Drainage Area	BMP "footprint"
• 2.7 T/year of Sediment	27.4 acres (west basin)	22,200 sf (west basin)
• 102.3 lb/year Nitrates	60.2 acres (east basin)	35,600 sf (east basin)
• 29.9 lb/year Phosphates		

### **Total Pollutant Reductions Anticipated**

- 6.4 T/year Sediment
- 199.6 lb/year Nitrates
- 46.9 lb/year Phosphates

9. Are any permits required to complete this project?  Yes  No

If yes, specify. Indicate if the permits have been approved or not.

Chapter 102

Chapter 105

U. S. Army Corps of Engineers (USACE) Permit

None of these permits have been applied for yet.

10. Are any water samples to be collected?  Yes  No

If yes, identify:

a. Number of sample points \_\_\_\_\_

b. Organization providing sampling personnel \_\_\_\_\_

c. Sample collection frequency \_\_\_\_\_

d. Laboratory performing analyses \_\_\_\_\_

If acid mine drainage is present within the project area, water samples upstream and downstream of the drainage must be collected.

11. Are any property easements required?

No

Yes, executed Agreement(s) provided to Department

Yes, submit executed Agreement(s) prior to commencement of work

If Yes Agreement provided to Department, please identify landowner(s) N/A \_\_\_\_\_

12. Is a Landowner-Grantee Agreement(s) required?

- No, not applicable for this project
- No, Grantee is landowner (Grantee Landowner Conditions attached)
- Yes, executed Agreement(s) provided to Department
- Yes, submit executed Agreement(s) prior to commencement of work

13. Will subcontractors be utilized?  Yes  No

If yes, specify the name and work function of the subcontractor and their FID # or describe the process by which they will be selected.

The subcontractor(s) will be selected through the Township's procurement process. Will provide name(s), Fed. Id. No(s) to DEP for approval prior to work.

T&M Associates, FID# 22-1806708

14. Project Budget

Grant Amount: \$282,432.00

**WATER QUALITY IMPROVEMENT PROJECTS GRANT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SPECIAL CONDITIONS**

1. Prior to commencing work under this Agreement, the Grantee will attend a meeting with the Department to review grant agreement requirements.
2. The Grantee shall meet with the Department at the request of either party to discuss the progress of the ongoing work.
3. The Grantee shall immediately notify the Department, in writing, of any unusual development or circumstances which could significantly change or otherwise delay the work outlined in the Scope of Work.
4. Regarding compliance with Paragraph 3.B. of Attachment C of the Grant Agreement, “DEP General Conditions” with respect to reallocation of contract budget categories, while a detailed project budget is not incorporated into this Agreement, Grantee shall advise and receive approval from their Project Advisor of any deviation from the Task and Deliverable Budget Worksheet that is part of the project file.
5. Subject to the availability of State funds and the compliance with the terms and conditions of this Agreement, the Department will reimburse the Grantee for actual costs incurred up to the maximum amount stated in this Agreement, except as follows:

In order to obtain working capital for use in accordance with this Agreement, the Grantee may submit an advance payment request upon execution of this Agreement. The payment request shall equal 20% of the total grant amount. The Department agrees to make the payment upon receipt of the Grantee’s written request justifying the need for a payment and upon the Department’s determination that the request represents payment needed to cover cash expenditures during the term of this Agreement.

Upon receipt of advance payment funds from the Department, the funds must be promptly deposited in a separate interest-bearing account in a bank or other financial institution insured by the FDIC, FSLIC or equivalent insurer. The advance payment funds, and any interest earned thereon, will be expended by the Grantee to fulfill the objectives of this Agreement.

If, at the project completion date, the total allowable expenditures are less than all payments including the advance payment and interest earnings, the unused funds must be promptly returned to the Department.

6. Payments for work performed shall be made on a quarterly basis, or more frequently at the discretion of the Department in accordance with Attachment D, Project Budget. Payments will be made to the Grantee for reimbursement of costs incurred verified by the Department via review of submitted receipts, invoices, logs of record or other properly certified documents.

7. Financial statements for payment of work shall include in detail the various items of costs incurred during the period covered including administration costs, professional services, salary and wages, consulting fees, mileage, transit, lodging, meals associated with overnight travel, materials and supplies determined by the Department to be necessary to carry out the Scope of Work. Reimbursement for lodging, meals associated with overnight travel, and mileage is limited to applicable state rates. All requests must be accompanied by a progress report detailing work completed during the request period.
8. Grantee may not purchase food and/or beverages with grant funds except that which is associated with overnight travel and in accordance with Commonwealth travel policy. Alcoholic beverages may not be purchased under any circumstances.
9. A work progress report shall be submitted quarterly, at a minimum. The report shall outline the completion status for each work element and give reasons for significant deviations from the scheduled plan of work and how such deviations will be corrected.
10. Payments will be made to the Grantee only if the Grantee is in full compliance with the terms and conditions of this Agreement. If the Department determines that the Grantee has failed to comply with the terms and conditions of this agreement, the payment to the Grantee of the full amount of the grant may be jeopardized. In such event, the Department shall determine the dollar amount equating to such failure to comply; and, the Grantee shall not be paid that amount. In addition, such lack of performance may adversely affect the Department's determination of the Grantee's responsibility to receive future Department grants.
11. An amount equal to 15% of the total grant may be retained for the final payment which will be made after all items in the Scope of Work are satisfactorily completed.
12. A final report including a One Page Project Summary Handout, Goals and Accomplishments Worksheet, PA Stream Buffer Tracking Form (if required), AMD Treatment System Form for Datedashed (if required), and Application for Reimbursement (collectively, the "Final Documents") documenting complete costs incurred records shall be submitted prior to final payment. The report shall outline the completion status for each work element, pollutant load reductions resulting from the completed project, and give reasons for all significant deviations from the scheduled plan of work and how such deviations were justified. If the Grantee submits to the Department within 30 days after the Project completion date, the Final Documents in accordance with this Agreement as determined by the Department, the Grantee will receive reimbursement of actual costs incurred up to the maximum grant amount, as adjusted by Paragraph 11 above. If the Grantee submits the Final Documents:
  - a. Thirty-one to 60 days after the Project completion date, the Grantee will receive reimbursement of actual costs incurred up to 95% of the maximum grant amount, as adjusted by Paragraph 11 above.

- b. Sixty-one to 90 days after the Project completion date, the Grantee will receive reimbursement of actual costs incurred up to 90% of the maximum grant amount, as adjusted by Paragraph 11 above.
- c. More than 90 days after the Project completion date, the Department may decline to pay the final Application for Reimbursement and/or may not have the ability to pay the final Application for Reimbursement due to Commonwealth statutory appropriation lapse dates.

In addition, such lack of performance as identified in subparagraphs a., b. and c. above may adversely affect the Department's determination of the Grantee's responsibility to receive future Department grants.

The Department reserves the right to waive the payment reduction provisions in subparagraphs a. and b. when extraordinary circumstances 1) due to causes determined by the Department, in its sole discretion, to be beyond the control of the Grantee and 2) not foreseeable at the time of contract execution prevent timely submission of an acceptable final report.

The final project report, as well as any other document resulting from this project, shall contain a statement indicating that the project was financed in part or in whole by a Grant provided by the Pennsylvania Department of Environmental Protection. This includes news releases or materials produced for media events. The following statement shall also be included in the final documentation: "The views expressed herein are those of the author(s) and do not necessarily reflect the views of the Department of Environmental Protection."

13. Any printed document produced by the Grantee under this contract that is selected by the Department for the purpose of printing, distribution or posting on the Department's World Wide Web Site or other electronic media, shall be provided by the Grantee to the Department in an electronic format. Specifically, the document must be received as either a Microsoft Word or Adobe Acrobat PDF document.
14. Grantee may not dispose of nor convert property or equipment acquired under this grant for purposes other than those in the Department approved proposal as stated in ATTACHMENT D, without the prior written approval of the Department.
15. Grantee shall be required to comply with ATTACHMENT F, Grantee Landowner Conditions. This provision shall survive the termination date of the Agreement.
16. Any nutrient reduction credits realized from the Commonwealth funded portion of this project, and recognized by the Pennsylvania Department of Environmental Protection, are the property of the Commonwealth of Pennsylvania, which maintains full ownership thereof. The Grantee hereby releases all rights, claims, title or ownership to the nutrient reduction credits that are generated as a result of the Commonwealth funded portion of the work specified in this contract, for the time period covered by this contract or Grantee Landowner Conditions as applicable.

17. Any aquatic resource compensation credits, including but not limited to wetland, waterway, aquatic habitat, floodplain or riparian credits, realized from the Commonwealth funded portion of the project, and recognized by the Pennsylvania Department of Environmental Protection, are the property of the Commonwealth of Pennsylvania, which maintains full ownership thereof. The grantee recognizes and releases all rights, claims, title or ownership to the aquatic resource compensation credits, in perpetuity, that are generated as a result of the Commonwealth-funded portion of the work specified in the Grant Agreement.

## GRANTEE LANDOWNER CONDITIONS

The project is located at: The water quality basin is located at Upland Farm Park which is a Township-owned property located at 301 Pottstown Pike. Both basin retrofits are located on Township-owned property between the PA Turnpike and Heather Hill Drive. One is located at the southern end of Aubrey Circle and the other is located across from Canterbury Circle.

Latitude: 40.085434 Longitude: -75.693909

### Section 1 – Provisions

A. Grantee represents and agrees that he/she is the sole owner of the real property on which the Project is to be performed, or has secured a sufficient property interest, including any easements or right-of-ways, necessary to grant access for the completion and maintenance of the Project.

1. Grantee agrees that the PA DEP, its employees, agents and contractors shall have the right to enter upon the Premises to perform the work described in "Attachment D, Scope of Work" of the DEP Grant Agreement. The right to enter shall also include periodic monitoring visits for a period of 20 years after completion of Project construction.

2. By offering the Premises for implementation of this project, Grantee agrees to allow access, design preparation and implementation and repair of the Project for the duration of construction and for a period of 20 years thereafter.

3. Grantee agrees that the Conservation Practices/Best Management Practices ("CP/BMPs") needed to correct the problems identified in "Attachment D, Scope of Work" of the DEP Grant Agreement shall be performed according to the: *(Check all that apply)*

a) The NRCS Pennsylvania Field Office Technical Guide,  
 b) The Guidelines for Natural Stream Channel Design in Pennsylvania,  
 c) The USDA NRCS National Engineering Handbook,  
 d) A Handbook for Constructed Wetlands, Volume 4, Coalmine Drainage,  
 e) The Stormwater Best Management Practices Manual,  
 f) Plans developed by or certified by a Registered Professional Engineer and approved by PA DEP,  
 g) Manure Management or Nutrient Management plan developed for the operation.

4. The CP/BMPs shall be maintained pursuant to Section 2, Paragraph C below.

5. Grantee shall be responsible for adherence to the standards set forth in Section 2, Paragraph C and shall not act in any manner inconsistent with these terms.

6. Grantee agrees not to destroy, alter or modify the CP/BMPs, except to perform needed repairs, for a period of 20 years, nor to undertake any action which tends to defeat the purposes of these terms.

7. Any marketable credits toward nutrient effluent limits (nutrient reduction credits) that may be realized on account of the Commonwealth funded portion of this Project and recognized by the DEP, are the property of the Commonwealth of PA, which maintains full ownership thereof. The Grantee recognizes and releases all rights, claims, title or ownership to the nutrient reduction credits that are generated as a result of the Commonwealth funded portion of the work specified in this Agreement, for a period of 20 years.

8. Any aquatic resource compensation credits, including but not limited to wetland, waterway, aquatic habitat, floodplain or riparian credits, realized from the Commonwealth funded portion of the project, and recognized by the Pennsylvania Department of Environmental Protection, are the property of the Commonwealth of Pennsylvania, which maintains full ownership thereof. The Landowner and Grantee recognize and release all

rights, claims, title or ownership to the aquatic resource compensation credits, in perpetuity, that are generated as a result of the Commonwealth funded portion of the work specified in this Agreement.

9. Grantee agrees to refund all or part of the grant money paid to it, as determined by the DEP, if before the expiration of the time period in Section 1.A.2. above, the Grantee (a) destroys, alters or modifies the CP/BMPs installed, or (b) voluntarily relinquishes control or title to the land on which the CP/BMPs have been established, and the new landowner and/or operator of the land does not agree to maintain the CP/BMPs for the remainder of the term. If the new landowner agrees to assume Grantee's obligations and to maintain the CP/BMPs for the remainder of the term, then a new Landowner-Grantee Agreement shall be executed by the new landowner.

## Section 2 – Additional Agreement Provisions

### A. Tenant provision

“Landowner” is a Tenant under a _____		(Term of Lease)	(Oral/Written)
Lease agreement effective _____,		with _____	
as	Landlord,	covering _____ (Date)	located _____ (Landlord Name) at _____
(Address)			
Landowner enters this Agreement subject to the superior rights of the landlord in the Premises, and for a term subject to the duration of Landowners leasehold interest.			

### B. Special Conditions (Site specific concerns)

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### C. Operation, Maintenance and Repair Plan (To be attached)

## OPERATION, MAINTENANCE AND REPAIR PLAN

Proper operation and maintenance of Best Management Practices "(BMPs)" is critical for their success and longevity. The goal of this project is the establishment of a Wet Pond, BMP 6.6.2, on Township-owned property at Upland Farm Park and the retrofitting of 2 existing dry detention basin into wet ponds, BMP 6.6.2 on Township owned property between the PA Turnpike and Heather Hill Drive

(List BMPs)

for improvement of water quality.

- 1) Components of the Project (List all practices being installed within this project):

Water Quality Basin at Upland Farm Park, BMP 6.6.2: Wet Pond		
Retrofit existing dry detention basin at Aubrey Circle between PA Turnpike and Heather Hill Drive into BMP 6.6.2: Wet Pond		
Retrofit existing dry detention basin across from Canterbury Circle between PA Turnpike and Heather Hill Drive into BMP 6.6.2: Wet Pond		

- 2) Parties agree to perform all Maintenance Tasks as described in the chart at the end of this document.

- 3) Allowed activities:

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Prohibited activities:

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- 4) The Grantee shall be considered to be in breach if he/she does not maintain and repair the project in compliance with this plan or willfully neglects any other terms of this agreement.
- 5) The Grantee agrees to comply with all Federal, State, local laws, rules and regulations. This would include noxious weed control.

- 6) The Grantee shall be responsible for all normal, routine maintenance and normal, routine repair of the site and project.
- 7) Other Special Conditions:
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### Maintenance Tasks

<b>Practice</b>	Water Quality Basin at Upland Farm Park, BMP 6.6.2: Wet Pond
<b>Maintenance required</b>	<ol style="list-style-type: none"> <li>1. Inspect vegetation every 2 to 3 weeks during the first growing season.</li> <li>2. Inspect vegetation, erosion, flow channelization, bank stability, inlet/outlet conditions, embankment and sediment/debris accumulation at least 4 times per year and after major storms greater than 2 inches in 24 hours or rapid ice breakup.</li> <li>3. During the first 3 years, water, weed, mulch and replant the wet pond and buffer vegetation as necessary</li> <li>4. Carefully remove undesirable species and plant desirable replacements as necessary</li> <li>5. Maintain at least 85% cover of the emergent vegetation zone and buffer area</li> <li>6. Sediment should be removed from the forebay before it occupies 50% of the forebay, typically every 5 to 10 years.</li> </ol>
<b>Schedule</b>	Please see the "maintenance required" section above for the schedule for each individual maintenance task.
<b>Responsible Party</b>	Upper Uwchlan Township
<b>Practice</b>	Retrofit existing basin at Aubrey Circle into BMP 6.6.2: Wet Pond
<b>Maintenance required</b>	<ol style="list-style-type: none"> <li>1. Inspect vegetation every 2 to 3 weeks during the first growing season</li> <li>2. Inspect vegetation, erosion, flow channelization, bank stability, inlet/outlet conditions, embankment and sediment/debris accumulation at least 4 times per year nad after majore stors greater than 2 inches in 24 hours or rapid ice breakup.</li> <li>3. During the first 3 years, water, weed, mulch and replant the wet pond and buffer vegetation as necessary.</li> <li>4. Carefully remove undesirable species and plant desirable replacements as necessary.</li> <li>5. Maintain at least 85% cover of the emergent vegetation zone and buffer area.</li> <li>6. Sediment should be removed from the forebay before it occupies 50% of the forebay, typically every 5 to 10 years.</li> </ol>

<b>Schedule</b>	Please see the "maintenance required" section above for the schedule for each individual maintenance task.
<b>Responsible Party</b>	Upper Uwchlan Township
<b>Practice</b>	Retrofit existing basin across from Canterbury Circle into BMP 6.6.2: Wet Pond
<b>Maintenance required</b>	<ol style="list-style-type: none"> <li>1. Inspect vegetation every 2 to 3 weeks during the first growing season</li> <li>2. Inspect vegetation, erosion, flow channelization, bank stability, inlet/outlet conditions, embankment and sediment/debris accumulation at least 4 times per year and after major storms greater than 2 inches in 24 hours or rapid ice breakup</li> <li>3. During the first 3 years, water, weed, mulch and replant the wet pond and buffer vegetation as necessary</li> <li>4. Carefully remove undesirable species and plant desirable replacements as necessary</li> <li>5. Maintain at least 85% cover of the emergent vegetation zone and buffer area.</li> <li>6. Sediment should be removed from the forebay before it occupies 50% of the forebay, typically every 5 to 10 years.</li> </ol>
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